

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

Meeting Date: May 7, 2024

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

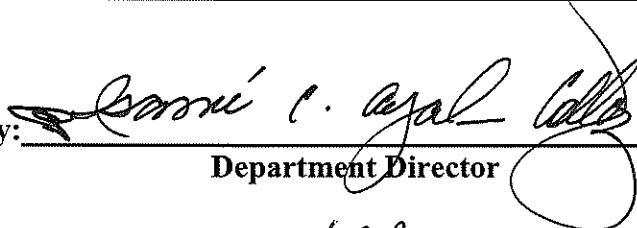
Motion and Title: Staff recommends motion to approve: A contract with Saltz Michelson Architects, Inc. (Consultant) in the amount of \$314,122.94 to provide professional architectural/engineering (A/E) design, programming, structural assessment, design, permitting and construction administration services for the West County Administration Building Modifications/Renovations project.

Summary: The existing West County Administration Building is located at 2976 State Road 15, Belle Glade. The West County Administration Building is in need of modifications/renovations in order to bring the building into compliance with current Americans with Disabilities Act (ADA) and County standards. The modifications/renovations to be implemented will additionally better serve the current needs of the public and users of the West County Administration Building. Professional services for this contract include A/E design, programming, structural assessment, design, permitting and construction administration services for approximately 10,000 square feet of renovations to the first and second floor, south wing of the building; office renovations to the second floor, north wing of the building to accommodate the District Commissioner's offices, and interior renovations which include, but are not limited to, upgrades and replacement to select existing building mechanical systems, lighting systems, fire alarm systems, access control systems, restrooms, and elevator equipment/controls in order to bring the existing building into compliance with current ADA and County standards. Work also includes, but is not limited to, exterior improvements to the building which includes repair/replacement to select existing adjacent concrete walkways, replacement of exterior doors and entrance storefronts, replacement of exterior windows, replacement of perimeter site lighting, and reconfiguration/modernization of interior spaces. The solicitation for design professionals was advertised on June 18, 2023 according to the Equal Business Opportunity (EBO) Ordinance, with final selection taking place on October 26, 2023. The project was presented to the Goal Setting Committee on June 7, 2023. The Committee established Affirmative Procurement Initiatives (APIs) of a mandatory minimum Small Business Enterprise (SBE) goal of 20% participation and a Minority Business Enterprise (MBE) evaluation preference for African American firms. The Consultant committed to a 25% SBE participation goal, of which 18% is MBE participation from African American businesses for this contract. The SBE participation on this contract is 25.02% of which 22.35% is MBE participation from African American businesses. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 6 (MWJ)**

Background and Justification: (Continued on Page 3)

Attachments:

1. Location Map
2. Budget Availability Statement
3. Disclosure of Ownership Interests
4. Contract-Saltz Michelson Architects, Inc.
5. CSA History

Recommended by:  4/8/24
 Department Director Date

Approved by:  4/17/24
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$314,123	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$314,123</u>	<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 3804 Dept 411 Unit B704 Object 6505

Professional Services	\$314,122.94
Staff Cost	\$ 0.00
Total	<u>\$314,122.94</u>

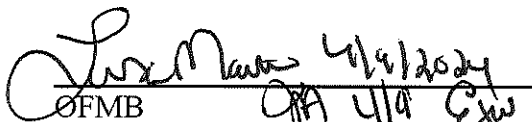

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Public Building Improvement Fund.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 4/15/2024 OFMB 4/15/24 ESW 4924</p>	<p><u></u> 4/16/24 Contract Development and Control MIA 4/16/24</p>
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B. Legal Sufficiency:

 4/16/24
 Assistant County Attorney

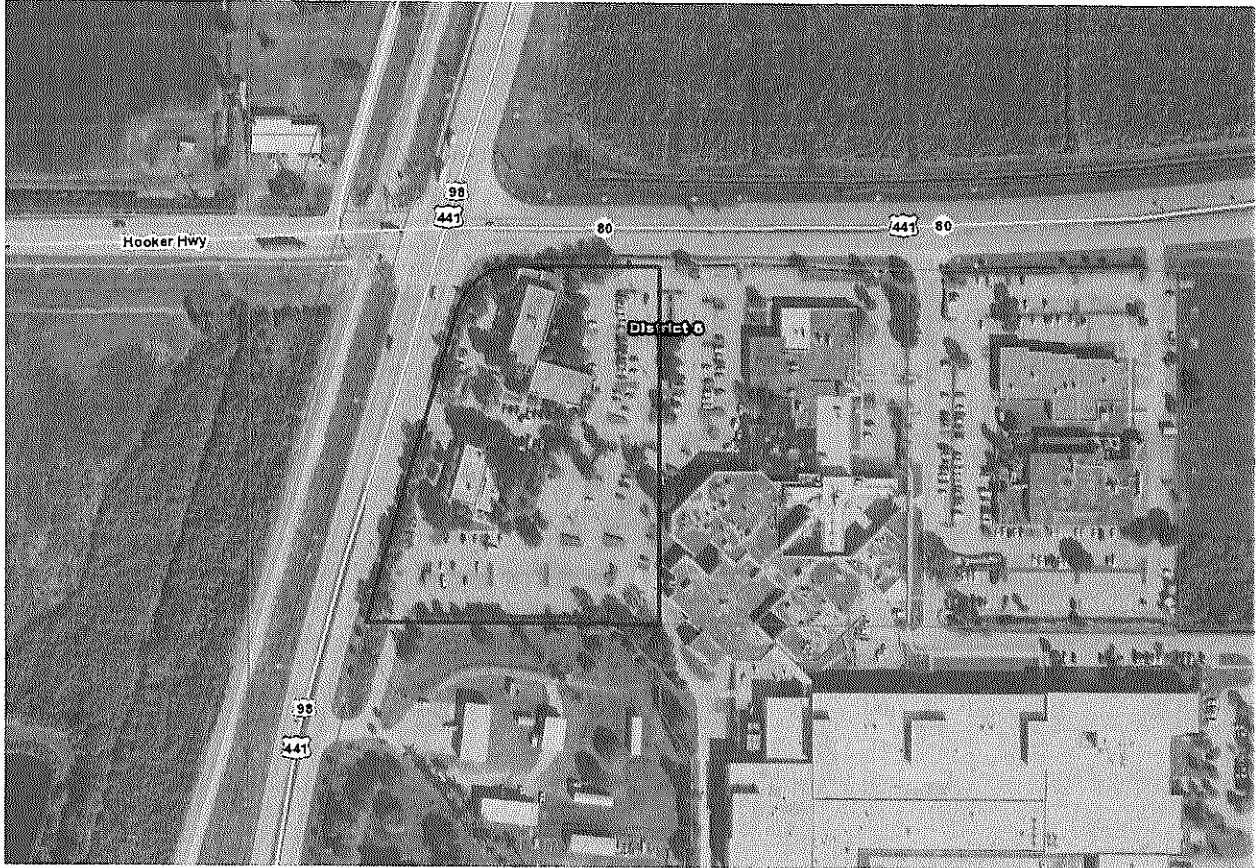
C. Other Department Review:

 Department Director

Background and Justification: On October 26, 2023, the final selection committee selected the Consultant in accordance with Board adopted procedures pursuant to Florida Statute 287.055 Consultants Competitive Negotiation Act (CCNA). Professional services for this contract include A/E design, programming, structural assessment, design, permitting and construction administration services for the West County Administration Building Modifications/Renovations project.

LOCATION MAP

Project No: 2023-033174
Project Name: West County Administration Building Modifications/Renovations
Location: 2976 State Road 15, Belle Glade, Florida 33430



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/03/2024 REQUESTED BY: Andy Gamble PHONE: 233-2055

PROJECT TITLE: West County Administration Building Modifications/Renovations (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A EFDO # 2022-033174 IST PLANNING NO.:

REQUESTED AMOUNT: \$314,122.94 BCC RESOLUTION#: DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: 2976 State Road 15, Belle Glade BUILDING NUMBER: 37

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2022-033174

CONSULTANT/CONTRACTOR: Saltz Michelson Architects, Inc.

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

Architectural/engineering (A/E) design, programming, structural assessment, permitting and construction administration services for the West County Administration Building Modifications/Renovations project.

Table with 2 columns: Category (CONSTRUCTION, PROFESSIONAL SERVICES, STAFF COSTS*, EQUIP. / SUPPLIES/ADVERTISING, CONTINGENCY, TOTAL) and Amount (\$, \$314,122.94, \$, \$, \$, \$314,122.94)

* 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: 3804 DEPT: 411 UNIT: B704 OBJ: 6505

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

- Ad Valorem (Amount \$ 314,122.94) Infrastructure Sales Tax (Amount \$)
State (source/type: Amount \$) Federal (source/type: Amount \$)
Grant (source/type: Amount \$) Impact Fees: (Amount \$)
Other (source/type: Amount \$)

Department: FD+O

BAS APPROVED BY: [Signature]

DATE 4/4/2024

ENCUMBRANCE NUMBER:

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant appears herein as:
[] an individual *or*
[X] the President of Saltz Michelson Architects, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]
The Affiant or the entity the Affiant represents herein seeks to do business with
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 3501 Griffin Road, Fort Lauderdale, Florida 33312

3. Attached hereto as Exhibit "A" is a complete listing of the names and
addresses of every person or entity having a five percent (5%) or greater interest in the
Affiant's corporation, partnership, or other principal. Disclosure does not apply to
nonprofit corporations, government agencies, or to an individual's or entity's interest in
any entity registered with the Federal Securities Exchange Commission or registered
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach
County policy, and will be relied upon by Palm Beach County and the Board of County
Commissioners. Affiant further acknowledges that he or she is authorized to execute
this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

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

FURTHER AFFIANT SAYETH NAUGHT.

Charles Michelson, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X physical
presence OR _____ online notarization this 15th day of March, 2024, by
Charles Michelson, [X] who is personally known to me or [] who
has produced _____ as identification and who did
take an oath.



MARTIN DIAZ
Notary Public
State of Florida
Comm# HH204708
Expires 1/15/2026

Notary Public
Martin Diaz
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

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

Name	Address
<u>Charles Michelson</u>	<u>3501 Griffin Road, Fort Lauderdale, Florida 33312</u>
<u>Natalia Castro</u>	<u>3501 Griffin Road, Fort Lauderdale, Florida 33312</u>
<u>Mohamad Azarkhail</u>	<u>3501 Griffin Road, Fort Lauderdale, Florida 33312</u>
<u>Mary Farlander</u>	<u>3501 Griffin Road, Fort Lauderdale, Florida 33312</u>
<u>Mark Saltz</u>	<u>3501 Griffin Road, Fort Lauderdale, Florida 33312</u>
<u>Sheffey Devier III</u>	<u>3501 Griffin Road, Fort Lauderdale, Florida 33312</u>

CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL

(Non-Federal - Project Specific)

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CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL
Project Name: West County Administration Building Modifications/Renovations
Project No.: 2023-033174 (hereinafter the "Project")

This Contract (hereinafter "Contract") is made as of _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Saltz Michelson Architects, Inc., a Florida Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. number is 59-2012166.

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

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

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

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

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplement: an amendment to a Consultant Services Authorization.

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

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

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

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

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

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

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

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

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

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

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

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

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 CONSTRUCTION DOCUMENT PHASE.

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

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

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

- 2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.
- 2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of two manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.
- 2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase with potential Contractors or applicable trades, CONSULTANT shall develop a Project Schedule setting forth the reasonably anticipated timing of completion of major Project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the Project.
- 2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for the Project.

2.5 BIDDING OR NEGOTIATING PHASE.

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

- 2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.
- 2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.

- 2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum (“As-Bid Set”).
- 2.5.4 CM. The COUNTY may select a construction manager for this Project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services (Basic and Additional) hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT’s services, nor shall anything contained therein diminish CONSULTANT’s responsibility for its services as set forth hereunder.
- 2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager’s GMP proposal, the CONSULTANT shall participate with the COUNTY and Construction Manager in constructability reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the Project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.
- 2.5.4.2 Revisions. After the GMP has been accepted by the COUNTY, the CONSULTANT shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the GMP.
- 2.6 CONSTRUCTION ADMINISTRATION PHASE.
- If required as part of the Scope of Work, and after written authorization to proceed:
- 2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.
- 2.6.2 Visits to Site and Observation of Construction.
- 2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT’s design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.
- 2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT

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

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

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

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

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

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

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

compliance with the Construction/Contract Documents.

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

2.7 OPERATIONAL PHASE.

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

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

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

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

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

3.2 AMENDMENT.

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

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

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

4.2 PROJECT REQUIREMENTS.

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

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

4.3 ACCESS.

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

4.4 REVIEW.

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

4.5 MULTIPLE PRIMES.

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

4.6 COST DATA.

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

4.7 MEETINGS.

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

4.8 NOTICE.

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

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

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

5.2 TIME EXTENSIONS.

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

5.3 COUNTY DELAYS.

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

5.4 SEQUENCING.

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

5.5 MONITORING PROJECT SCHEDULE.

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

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS

TO CONSULTANT

6.1 METHODS OF COMPENSATION

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

6.2 FEE.

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

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

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

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

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

6.5 SUBCONTRACTS.

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

6.6 LABOR RATES.

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

6.7 EXPENSES.

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

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

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

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

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

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

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

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

6.7.2.4 Charges for specialized equipment shall be determined on an individual basis subject to advance approval of the COUNTY;

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

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

6.8 SCHEDULE OF VALUES.

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

6.9 PROGRESS PAYMENTS.

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

6.10 APPROVAL PROCESS.

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

6.11 FINAL PAYMENT.

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

6.12 RIGHT OF OFFSET.

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

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

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

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

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with design firms of national repute in the areas of practice required for this Project. CONSULTANT acknowledges that COUNTY has

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

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

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

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

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

8.2 TERMINATION.

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination

notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

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

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

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

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

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

8.4 PERSONNEL

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

relationship or conflicting relationship with the COUNTY.

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

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

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

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

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

8.5 CRIMINAL HISTORY RECORDS CHECK.

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

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

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

8.6 EQUAL BUSINESS OPPORTUNITY PROGRAM.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, 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.

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

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

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

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

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

8.7 NON-DISCRIMINATION.

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution 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 Contract, the 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, the 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 CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that

have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

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

8.11 TAXES.

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

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

8.12 AVAILABILITY OF FUNDS.

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

8.13 INSURANCE.

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

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

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

8.13.3 Reserved

8.13.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes.

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

8.13.6 Reserved

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

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

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Capital Improvements Division,
2633 Vista Parkway,

8.13.9 Reserved

8.13.10 Reserved

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

8.14 OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

8.14A PHOTOGRAPHY OF FINAL PROJECT

If CONSULTANT photographs or videos the completed Project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.

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

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

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

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

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

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

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

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

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

8.15.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT shall make a report to the COUNTY not more than seven (7) business days after the CONSULTANT learns of such an improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT's report shall identify, to

the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the CONSULTANT has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the CONSULTANT has taken or shall take to prevent future similar unauthorized use or improper disclosure. The CONSULTANT shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The CONSULTANT shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

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

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

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

8.16 LAW AND VENUE; REMEDIES.

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

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

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

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

8.17 INDEMNIFICATION.

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

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

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

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

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict

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

8.19 EXCUSABLE DELAYS.

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

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

8.20 ARREARS.

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

8.21 NOTICES.

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

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

with copy to:

Director
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

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

and if sent to the CONSULTANT shall be mailed to:

Mr. Charles A. Michelson, AIA, LEED AP
Saltz Michelson Architects, Inc.
3501 Griffin Road
Ft. Lauderdale, FL 33312

8.22 SEVERABILITY.

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

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

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

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

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

8.24 SUCCESSORS AND ASSIGNS.

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

this Contract. Neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

8.25 PUBLIC ENTITY CRIMES.

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

8.26 OFFICE OF THE INSPECTOR GENERAL.

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

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

8.27 SCRUTINIZED COMPANIES.

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

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

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

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

8.29 NO THIRD PARTY BENEFICIARY.

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

8.30 ACCESS AND AUDITS.

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

8.31 SECTION 179D RESPONSIBILITIES.

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

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

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

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

8.33 INTERACTIONS WITH COUNTY STAFF

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

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

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

8.35 EFFECTIVE DATE.

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

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project No.: West County Administration Bldg. Modifications/Renovations
Project Name: 2023-033174

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

ATTEST:

JOSEPH ABRUZZO, Clerk and Comptroller

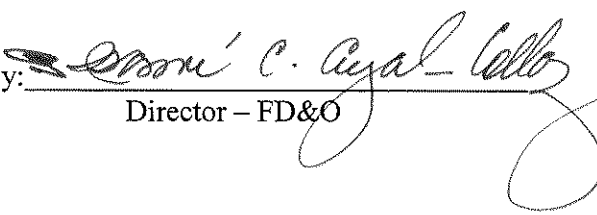
**PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BOARD OF
COUNTY COMMISSIONERS**

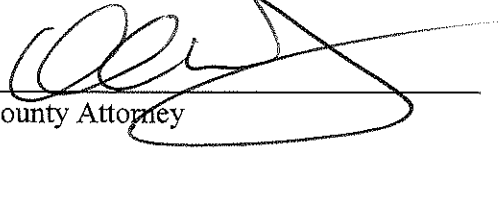
BY: _____
Deputy Clerk

By: _____
Maria Sachs , Mayor

**APPROVED AS TO TERMS AND
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
Director – FD&O

By:  _____
County Attorney


Project No.: West County Administration Bldg. Modifications/Renovations
Project Name: 2023-033174

WITNESS:

Saltz Michelson Architects, Inc.:
CONSULTANT



Signature



Signature

Jessica Weatherspoon

Name (type or print)

Charles A. Michelson

Name (type or print)

President

Title

CONTRACT EXHIBIT A

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

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

Waiver

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

Evaluation Preference for New SBE Prime Respondents for RFPs

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

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

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

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

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

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

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

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

SBE Subcontracting Goals for Professional Services

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

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

The Consultant has committed to an SBE participation of 25% of which 18% is MBE participation by African American firms.

S/MBE Subcontracting Program

An SBE subcontracting participation goal of ___%, of which ___% must be African American owned businesses, is established for this Contract.

A minimum mandatory goal of ___% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, of which ___% must be African American owned businesses; however the EBO Office shall reduce or waive this goal when there is inadequate availability of S/MBE prime and/or Subcontractor firms. Findings of GSC to support MBE portion of the goal: The County's disparity study found disparity in professional services contracting for African American owned businesses.

Consultant committed to ___% SBE utilization of which ___% is African American owned businesses in its proposal and attached Schedule 1 and 2s.

MBE Evaluation Preferences for MBE Participation of African American owned businesses

15 Points (0 to 15% of the evaluation total points) shall be awarded based on the level of MBE dollar participation for African American owned businesses that has been committed to on the prime respondent/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals based upon the relative level of MBE dollar participation for African American owned businesses that has been committed to on the prime respondent/bidder's team (e.g., zero MBE participation for African American owned businesses on a prime respondent/bidder's team shall yield zero evaluation points, whereas the proposal from the prime respondent/bidder that proposes achieving the maximum MBE participation for African American owned businesses among all prime respondent/bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100 to that bidder; and a prime respondent/bidder's team that achieves only half as many dollars in MBE participation for African American owned businesses as the firm with the greatest MBE dollar participation for African American owned businesses at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

Findings of GSC to support MBE portion of the goal: The County's disparity study found disparity in professional services contracting for African American owned businesses.

MBE Subcontracting Goals for Professional Services for African American owned businesses

_____ % (Up to 40%) of this Contract shall be subcontracted to certified MBEs owned by African American persons.

Up to ___% of this Contract as noted above, shall be subcontracted to eligible MBEs (i.e., certified MBE firms owned by African American persons). However the Office of EBO shall reduce or waive this goal when there is inadequate availability of MBE prime and/or subcontractor firms. Findings of GSC to support MBE portion of the goal: The County's disparity study found disparity in professional services contracting for African American owned businesses.

Consultant committed to ___% MBE utilization of African American owned businesses in its proposal and attached Schedule 1 and 2s.

CONTRACT EXHIBIT B

SCOPE OF WORK & FEE



AGREEMENT FOR PROFESSIONAL SERVICES

Revised April 3, 2024

R6 - April 2, 2024

R5 - March 28, 2024

R4 - March 22, 2024

R3 - March 18, 2024

R2 - February 16, 2024

R1 - January 12, 2024

Original - November 29, 2023

Palm Beach County Capital Improvements

2633 Vista Parkway

West Palm Beach, FL 33411

Attn: Andy Gamble | Project Manager

Phone: 561.233.2055

Email: apgamble@pbcgv.org

RE: Palm Beach County Government

2023-033174 West County Administration Building Modifications/Renovations

Located at 2976 State Road 15, Belle Glade, Florida

Project # 2023-033174 | SMA #P232507

Dear Andy,

Thank you for considering Saltz Michelson Architects (SMA) as your trusted advisor for this project. We are pleased to submit the following proposal for design services for the interior renovation and remodeling of the West County Administration Building located at 2976 State Road 15, Belle Glade, FL.

I. SCOPE OF WORK:

Architectural/Engineering services for the programming, structural assessment, design, permitting and construction administration services for approximately 10,000 S.F. of renovations to the first and second floor south wing of the West County Administrative Building located in Belle Glade. The proposed work will additionally include office renovations to the second-floor north wing of the building to accommodate the District 6 Commissioner's offices and Fire Rescue. The interior renovations include but are not limited to, upgrades and replacement to select existing building mechanical systems, lighting systems, fire alarm systems, access control systems, restrooms, and elevator equipment/controls in order to bring the existing building into compliance with current ADA and County standards. The exterior improvements to the building will include repair/replacement to select existing adjacent concrete walkways, replacement of exterior doors and entrance storefronts, replacement of exterior windows, replacement of perimeter site lighting, and reconfiguration/modernization of interior spaces.

THOUGHTFUL ARCHITECTURE

AR0009976

The structural assessment will include services to inspect, evaluate, and complete the Palm Beach County Safety Inspection Report.

Prepare site plan and utility connection for a modular temporary trailer. This will be analyzed for weather protection and ADA accessibility.

1. Programming:
 - a. Review of the project requirements and meet with the Owner as necessary to fully understand the space requirements and provide a concept design – up to two (2) meetings.
2. Schematic Design Phase/Structural Assessment:
 - a. Prepare schematic design drawings of the improvements using best practices that address the requirements of the space program.
 - b. Field visit and review conditions in the existing West Administration Building.
 - c. Deliverables will be three (3) full-size copies and two (2) half-size copies of drawings and outline specifications to be provided to Owner for review and comment, plus one (1) PDF copy of the information.
3. Design Development Phase:
 - a. Prepare design development drawings including Engineers to review utility requirements and identify changes which will be required for the project.
 - b. Deliverables will be three (3) full-size copies and two (2) half-size copies of drawings and outline specifications to be provided to Owner for review and comment, plus one (1) PDF copy of the information.
4. Construction Document Phase
 - a. The construction drawings shall include Architectural, Structural (as required), Mechanical, Electrical, Plumbing and Fire Sprinkler engineering drawings required for building permit. Structural engineering for the building assessment, any specialized load reinforcement (if required), and attachment of any new equipment is included. Upon completion of each phase of construction drawings (50% and 95%), we shall issue five (5) signed and sealed sets full set of drawings and one (1) set of PDFs for the Contractor's/Client's use.

This fee also includes:

 - i. Response to Building Department comments, including a narrative of all revisions.
 - ii. Response to Requests for Information (RFIs) during bidding and construction period.
 - iii. Review and process shop drawings.
 - b. Interior design selection of finishes.
 - c. Specify temporary modular trailer requirements and design infrastructure (Electrical/Data) to accommodate staff during construction and structural tie-downs.
 - d. Incorporate Contractor-supplied red line drawings into one (1) full size, one (1) PDF, and one (1) AutoCAD final drawing set to be provided to the Owner at the completion of the project. Create final as-built drawings.
5. Bidding/Permitting Phase
 - a. Respond to RFI's from Sub-Contractors.
 - b. Participate in a pre-bid walk through with Sub-Consultants.



c. Address questions during the bid period.

6. Construction Administration Phase

- a. Attend all project meetings and prepare/distribute project meeting minutes.
- b. Address all RFI's.
- c. Address all requests for Change Orders, keeping a Change Order Log for review by the Owner.
- d. Review all shop drawings, keeping a Shop Drawing Log for review by the Owner.
- e. Review all Applications for Payment prior to presenting to the Owner.
- f. Conduct Punch list activity at the claim of Substantial Completion by the Contractor.
- g. Incorporate Contractor-supplied red line drawings into one (1) full size, one (1) PDF, and one (1) AutoCAD final drawing set to be provided to the Owner at the completion of the project.

II. ASSUMPTIONS:

- 1. Construction budget is approximately \$4,000,000.00.
- 2. Duration of construction is assumed to be 12 months. If construction exceeds this time, should the schedule be extended, we will negotiate a fair and reasonable adjustment based on additional services.
- 3. Client shall provide any available construction documents of the existing building to the Architect. Architect will need to input building into the computer.
- 4. All equipment the county uses will be selected by the Owner. Equipment specifications will be provided to the Architect and Engineer for design.
- 5. Technical standards for the County building to be provided to Architecture team.
- 6. Finishes selection is included in the proposal.
- 7. Civil Engineering is included for grades, new sidewalks, and remedial work only. Assumes adequate water and sewer to the building. Temporary water will be extended to the portable. We assume the portable will have a holding tank that will be serviced. No sanitary hook up is included.
- 8. An up-to-date survey with grades shall be provided.
- 9. LEED Certification is not required. Consultant shall comply with County PPM. (see attached).

III. SCHEDULE

Design Schedule		Calendar Days
<i>*Shall commence from NTP date</i>		
<i>** Shall commence from written approval of previous phase</i>		
P	Programming*	45 Days
	Client Review Comments	14 days
	Design Team Resubmittal	7 days
SD	Schematic Design**	60 Days
	Client Review Comments	14 days
	Design Team Resubmittal	7 days
DD	Design Development**	75 Days



	Client Review Comments	14 days
	Design Team Resubmittal	7 days
CD	Construction Drawings**	
	50% CDs	45 days
	Client Review	14 days
	Design Team Resubmittal	7 days
	50% CDs	45 days
	Client Review	14 days
	Design Team Resubmittal	7 days
Bid	Permitting/Bidding	90 Days
CA	Construction Administration	12 months

IV. FEE DISTRIBUTION:

Task	Firm	SMA	Hammond & Associates		Johnson	TOTALS
	Discipline	Architecture	MEP New Site Lighting Power and Plumbing for Portable	IT/ Low Voltage	Structural	
Task 1	Programming	\$5,320.00			-	\$5,320.00
Task 2	Schematic Design	\$39,500.00	\$8,627.50	\$1,108.25	-	\$49,235.75
Task 3	Design Development	\$47,920.00	\$16,792.10	\$1,851.97	-	\$66,564.07
Task 4	Construction Documents	\$81,220.00	\$25,184.26	\$2,194.97	\$6,259.32	\$114,858.55
Task 5	Bidding	\$12,220.00	\$1,530.30	-	\$685.36	\$14,435.66
Task 6	Construction Administration	\$40,360.00	\$12,908.24	-	\$1,440.67	\$54,708.91
		\$226,540.00	\$65,042.40	\$5,155.19	\$8,385.35	\$305,122.94
	Total per firm:	\$226,540.00	\$70,197.59		\$8,385.35	
			Reimbursable Allowance (Printing, copies, etc..)			\$9,000.00
			Total + Reimbursable			\$314,122.94

V. EXCLUSIONS

1. Furniture selection is not included.
2. LEED Certification not required for this project.

Andy, we welcome the opportunity to assist you with this project. If you have any questions regarding the above information, please do not hesitate to contact our offices.

All of the terms of this agreement are in accordance with our current agreement with Palm Beach County. We look forward to working with you on this project.

Very Truly Yours,
Saltz Michelson Architects

Charles A. Michelson, AIA, ACHA, LEED AP
President

nc S:\Proposals\2023 Proposals\P23250 PALM BEACH COUNTY (West Glade Admin Bldg in Belle Glade)\R7



GLOBAL THINKING, LOCALLY MINDED
Page 4 of 4
AR0009976 | Proposal No. P23250R7

Initial: SMA Client: _____



DESIGN PROFESSIONAL CONSULTING SERVICES
 PROJECT NAME: WEST COUNTY ADMINISTRATION BUILDING
 MODIFICATIONS/RENOVATIONS
 PROJECT #2022-033174
 SMA #P2325087 - April 3, 2024 - Revised

PROJECT TOTAL									
Discipline	Firms	Task 1 Programming	Task 2 Schematic Design	Task 3 Design Development	Task 4 Construction Documents	Task 5 Bidding	Task 6 Construction Administration	TOTALS	
Architecture (Prime)	SMA	\$2,200.00	\$7,800.00	\$17,200.00	\$81,700.00	\$12,200.00	\$40,500.00	\$204,500.00	
M/E/P/P	Hammond	\$0.00	\$6,562.50	\$1,550.00	\$20,765.00	\$1,550.00	\$12,768.24	\$53,111.74	
Low Voltage	Hammond	\$0.00	\$1,082.25	\$1,951.97	\$2,194.97	\$0.00	\$0.00	\$5,129.19	
New Site Lighting	Hammond	\$0.00	\$937.75	\$1,082.25	\$2,029.47	\$0.00	\$0.00	\$4,049.47	
Power and Plumbing for Portable	Johnson	\$0.00	\$0.00	\$30.00	\$3,259.32	\$485.50	\$1,440.00	\$5,114.82	
Structural	Johnson	\$0.00	\$0.00	\$0.00	\$11,489.55	\$14,435.44	\$54,708.11	\$86,633.10	
TOTALS		\$2,200.00	\$14,282.75	\$20,522.22	\$114,858.25	\$17,435.44	\$110,408.11	\$370,304.37	
Reimbursable	SMA						Reimbursable	\$7,000.00	
							Total Reimbursable	\$7,000.00	

PRIME - Architecture Saltz Michelson Architects											
Job Title	Hourly Rates	Task 1 Hours	Task 1 Amount	Task 2 Hours	Task 2 Amount	Task 3 Hours	Task 3 Amount	Task 4 Hours	Task 4 Amount	TOTAL Hours	TOTAL Amount
Principal, PA	\$193.03	8	\$1,544.24	12.00	\$2,316.36	12.00	\$2,316.36	12.00	\$2,316.36	48.00	\$9,193.32
Senior Project Manager /QC, RA	\$170.00	5	\$850.00	5	\$850.00	5	\$850.00	5	\$850.00	20	\$8,500.00
Project Manager, RA	\$130.00	20	\$2,600.00	110.00	\$14,300.00	120.00	\$15,600.00	140.00	\$18,200.00	490.00	\$63,700.00
BIM Manager	\$140.00	5	\$700.00	6.00	\$840.00	4.00	\$560.00	14.00	\$1,960.00	29.00	\$4,060.00
Assistant PM	\$145.00	5	\$725.00	24.00	\$3,480.00	80.00	\$11,600.00	116.00	\$16,860.00	225.00	\$32,945.00
Project Specialist	\$140.00	5	\$700.00	140.00	\$19,600.00	240.00	\$33,600.00	200.00	\$28,000.00	685.00	\$96,800.00
Administrative	\$70.00	5	\$350.00	8.00	\$560.00	5	\$350.00	8.00	\$560.00	36.00	\$2,520.00
TOTALS		20	\$2,200.00	245	\$34,282.75	320	\$42,522.22	358	\$47,858.25	1,343	\$174,304.37

M/E/P/P Engineer - Basic Services Building Only Hammond & Associates											
Job Title	Hourly Rates	Task 1 Hours	Task 1 Amount	Task 2 Hours	Task 2 Amount	Task 3 Hours	Task 3 Amount	Task 4 Hours	Task 4 Amount	TOTAL Hours	TOTAL Amount
Principal	\$193.03	0	\$0.00	2.00	\$386.06	4.00	\$772.12	4.00	\$772.12	10.00	\$1,938.18
Project Manager	\$114.61	0	\$0.00	12.00	\$1,375.32	24.00	\$2,750.64	32.00	\$3,668.72	68.00	\$7,804.68
Design Engineer (Mechanical)	\$85.75	0	\$0.00	14.00	\$1,200.50	40.00	\$3,430.00	60.00	\$5,145.00	114.00	\$9,775.50
Design Engineer (Electrical)	\$85.75	0	\$0.00	14.00	\$1,200.50	40.00	\$3,430.00	60.00	\$5,145.00	114.00	\$9,775.50
Design Engineer (Plumbing)	\$85.75	0	\$0.00	14.00	\$1,200.50	40.00	\$3,430.00	60.00	\$5,145.00	114.00	\$9,775.50
CAD Operator	\$63.41	0	\$0.00	6.00	\$380.46	6.00	\$380.46	6.00	\$380.46	18.00	\$1,141.38
Secretary	\$49.46	0	\$0.00	4.00	\$197.84	4.00	\$197.84	4.00	\$197.84	12.00	\$593.52
TOTALS		0	\$0.00	74.00	\$6,490.25	156.00	\$13,828.96	200.00	\$27,465.32	430.00	\$583,187.74

New Voltage Hammond & Associates											
Job Title	Hourly Rates	Task 1 Hours	Task 1 Amount	Task 2 Hours	Task 2 Amount	Task 3 Hours	Task 3 Amount	Task 4 Hours	Task 4 Amount	TOTAL Hours	TOTAL Amount
Principal	\$193.03	0	\$0.00	1.00	\$193.03	1.00	\$193.03	1.00	\$193.03	3.00	\$579.09
Project Manager	\$114.61	0	\$0.00	2.00	\$229.22	4.00	\$458.44	4.00	\$458.44	10.00	\$1,146.10
Design Engineer (Mechanical)	\$85.75	0	\$0.00	6.00	\$514.50	18.00	\$1,543.50	18.00	\$1,543.50	42.00	\$3,601.50
Design Engineer (Electrical)	\$85.75	0	\$0.00	6.00	\$514.50	18.00	\$1,543.50	18.00	\$1,543.50	42.00	\$3,601.50
Design Engineer (Plumbing)	\$85.75	0	\$0.00	6.00	\$514.50	18.00	\$1,543.50	18.00	\$1,543.50	42.00	\$3,601.50
CAD Operator	\$63.41	0	\$0.00	2.00	\$126.82	2.00	\$126.82	2.00	\$126.82	6.00	\$380.46
Secretary	\$49.46	0	\$0.00	1.00	\$49.46	1.00	\$49.46	1.00	\$49.46	3.00	\$148.38
TOTALS		0	\$0.00	11	\$1,068.25	39	\$1,851.97	23	\$2,144.97	73	\$5,535.19

Power and Plumbing for Portable Hammond & Associates											
Job Title	Hourly Rates	Task 1 Hours	Task 1 Amount	Task 2 Hours	Task 2 Amount	Task 3 Hours	Task 3 Amount	Task 4 Hours	Task 4 Amount	TOTAL Hours	TOTAL Amount
Principal	\$193.03	0	\$0.00	1.00	\$193.03	1.00	\$193.03	1.00	\$193.03	3.00	\$579.09
Project Manager	\$114.61	0	\$0.00	2.00	\$229.22	4.00	\$458.44	4.00	\$458.44	10.00	\$1,146.10
Design Engineer (Mechanical)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
Design Engineer (Electrical)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
Design Engineer (Plumbing)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
CAD Operator	\$63.41	0	\$0.00	1.00	\$63.41	1.00	\$63.41	1.00	\$63.41	3.00	\$190.23
Secretary	\$49.46	0	\$0.00	1.00	\$49.46	1.00	\$49.46	1.00	\$49.46	3.00	\$148.38
TOTALS		0	\$0.00	11	\$1,068.25	39	\$1,851.97	23	\$2,144.97	73	\$5,535.19

Structural Engineer Johnson Structural Group											
Job Title	Hourly Rates	Task 1 Hours	Task 1 Amount	Task 2 Hours	Task 2 Amount	Task 3 Hours	Task 3 Amount	Task 4 Hours	Task 4 Amount	TOTAL Hours	TOTAL Amount
Principal	\$193.03	0	\$0.00	1.00	\$193.03	1.00	\$193.03	1.00	\$193.03	3.00	\$579.09
Project Manager	\$114.61	0	\$0.00	2.00	\$229.22	2.00	\$229.22	4.00	\$458.44	8.00	\$916.88
Design Engineer (Mechanical)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
Design Engineer (Electrical)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
Design Engineer (Plumbing)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
CAD Operator	\$63.41	0	\$0.00	1.00	\$63.41	1.00	\$63.41	1.00	\$63.41	3.00	\$190.23
Secretary	\$49.46	0	\$0.00	1.00	\$49.46	1.00	\$49.46	1.00	\$49.46	3.00	\$148.38
TOTALS		0	\$0.00	9	\$1,068.25	21	\$1,851.97	21	\$2,144.97	51	\$6,087.47

Structural Engineer Johnson Structural Group											
Job Title	Hourly Rates	Task 1 Hours	Task 1 Amount	Task 2 Hours	Task 2 Amount	Task 3 Hours	Task 3 Amount	Task 4 Hours	Task 4 Amount	TOTAL Hours	TOTAL Amount
Principal	\$193.03	0	\$0.00	1.00	\$193.03	1.00	\$193.03	1.00	\$193.03	3.00	\$579.09
Project Manager	\$114.61	0	\$0.00	2.00	\$229.22	2.00	\$229.22	4.00	\$458.44	8.00	\$916.88
Design Engineer (Mechanical)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
Design Engineer (Electrical)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
Design Engineer (Plumbing)	\$85.75	0	\$0.00	3.00	\$257.25	4.00	\$343.00	6.00	\$814.50	13.00	\$1,414.75
CAD Operator	\$63.41	0	\$0.00	1.00	\$63.41	1.00	\$63.41	1.00	\$63.41	3.00	\$190.23
Secretary	\$49.46	0	\$0.00	1.00	\$49.46	1.00	\$49.46	1.00	\$49.46	3.00	\$148.38
TOTALS		0	\$0.00	9	\$1,068.25	21	\$1,851.97	21	\$2,144.97	51	\$6,087.47



DESIGN PROFESSIONAL CONSULTING SERVICES
PROJECT NAME: WEST COUNTY ADMINISTRATION BUILDING
MODIFICATIONS/RENOVATIONS
PROJECT #2023-033174
04/05/2024

Job Title	Rates	Multiplier	Billing Hourly Rates
Principal, RA	\$100.69	2.88	\$290.00
Senior Project Manager I/QC, RA	\$65.97	2.88	\$190.00
Project Manager, RA	\$52.08	2.88	\$150.00
BIM Manager	\$48.61	2.88	\$140.00
Assistant PM	\$50.35	2.88	\$145.00
Project Specialist	\$48.61	2.88	\$140.00
Administrative	\$31.25	2.88	\$90.00

<u>Multiplier Calculation</u>			
	Hourly Rate		1.00
	Overhead	113.70%	1.14
	Fringe	48.26%	0.48
			2.62
	Profit	10.00%	0.26
	Billable Rate		2.88
	Multiplier		2.88

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



 Signature 4/5/2024
 Date

Charles A. Michelson, President

 Name, Title

HAMMOND & ASSOCIATES

CONSULTING ENGINEERS

499 NW 70th Avenue Suite 201, Plantation, FL 33317 • 954-327-7111 • hammondengineers.com

To: Charles Michelson, AIA ACHA LEED AP – President, Saltz Michelson Architects
 From: Nate Hammond, P.E. - President, Hammond & Associates Consulting Engineers
 Subject: Palm Beach County West County Administration Building Renovation – MEP Fee Proposal
 Date: April 3, 2024

Hammond & Associates is pleased to provide MEP Engineering Services for **Palm Beach County West County Administration Building Renovation**. The scope of work will include ~11,000 SF office interior renovation including the replacement of HVAC & electrical/lighting systems and new plumbing fixtures for restrooms. A new generator will be required for the building. **Add Alternate 1:** Provide power and plumbing provisions for portable location during construction phase. **Add Alternate 2:** Provide new site lighting around the building. **Add Alternate 3:** Provide Low Voltage system design per the architectural program

Our basic Services to cover this scope of work is as follows:

Mechanical:

- Perform site visit to verify existing conditions and/or utilize as-built plans (if available)
- Perform HVAC load and Energy Calculations for the new HVAC equipment as required
- Provide new HVAC floor plans for new HVAC equipment and duct layout.
- Provide HVAC schedules, details, and notes.

Electrical:

- Perform site visit to verify existing conditions and/or utilize as-built plans (if available)
- Provide new electrical power and fire alarm floor plans based on architectural layout.
- Provide new standby generator for building
- Provide new electrical lighting plans based on architectural layout.
- Provide new electrical panel schedules and riser diagrams as required.
- Provide electrical details and notes as required.

Plumbing:

- Perform site visit to verify existing conditions and/or utilize as-built plans (if available)
- Provide new plumbing plans for the new space based on architectural layout.
- Provide new sanitary and domestic water isometrics based on architectural layout.
- Provide Plumbing & Fire protection details and notes as required.

All work provided under Mechanical, Electrical, and Plumbing shall also include the following:

- a) The engineering calculations & construction documents shall be signed and sealed by a Professional Licensed Engineer
- b) Make all review submittals as required by the Prime Contract.
- c) Attend review meetings and incorporate review comments.
- d) Obtain all approvals, permits from applicable Federal, State and Local agencies having jurisdiction for the project.

Our fee to provide the design services for **Palm Beach County West County Administration Building Renovation** is summarized below

Design Fee Schedule - Basic Services	
Schematic Design	\$6,582.50
Design Development	\$13,831.88
Construction Documents	\$20,965.82
Bidding	\$1,530.30
Construction Administration	\$12,908.24
Total Basic Services Fee	\$55,818.74
Design Fee Schedule - Additional Services	
Power and Plumbing for Portable during Construction	\$4,068.47
New Site Lighting around building	\$5,155.19
Low Voltage Design	\$5,155.19

Our **Construction Administration Services** for **Palm Beach County West County Administration Building Renovation** will include:

- a) Review all pertinent shop drawings and maintain shop drawing log.
- b) Perform regular site visits during construction.
- c) Answer contractor’s RFIs, issue clarifications, etc., during the construction phase.
- d) Prepare punch list prior to the issuance of substantial completion.

Hammond & Associates - Rate Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	76.92	2.51	193.03
Project Manager	45.67	2.51	114.61
Senior Engineer	45.67	2.51	114.61
Design Engineer	34.17	2.51	85.75
Senior Technician	32.69	2.51	82.03
CAD Operator	25.27	2.51	63.41
Administration Manager	36.06	2.51	90.49
Secretary	19.71	2.51	49.46

Multiplier Calculations

Salary		0.712
Fringe Benefits		0.219
Overhead		1.350
Subtotal		2.281
Profit (10%)		0.228
Total Multiplier		2.510

Contract Multiplier of 2.510 is provided per resolution

Certification:

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



Signature

04/03/2024

Date

Nathan Hammond, P.E., President

Name, Title

Job Title	Hourly Rates	Hours	Amount	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL
Principal	\$193.03	1.00	\$193.03							
Project Manager	\$114.61	2.00	\$229.22							
Design Engineer (Mechanical)	\$85.75	16.00	\$1,372.00							
Design Engineer (Electrical)	\$85.75	16.00	\$1,372.00							
Design Engineer (Plumbing)	\$85.75	16.00	\$1,372.00							
CAD Operator	\$63.41	8.00	\$507.28							
Secretary	\$49.46	4.00	\$197.84							
TOTALS		74.00	\$6,882.50							
MEP/FP Engineer - Basic Services Building Only Hammond & Associates										
Principal	\$193.03	6.00	\$1,158.18							
Project Manager	\$114.61	2.00	\$229.22							
Design Engineer (Mechanical)	\$85.75	24.00	\$2,058.00							
Design Engineer (Electrical)	\$85.75	24.00	\$2,058.00							
Design Engineer (Plumbing)	\$85.75	24.00	\$2,058.00							
CAD Operator	\$63.41	8.00	\$507.28							
Secretary	\$49.46	4.00	\$197.84							
TOTALS		102.00	\$15,881.86							
47962.7										

Job Title	Hourly Rates	Hours	Amount	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL
Principal	\$193.03	1.00	\$193.03							
Project Manager	\$114.61	2.00	\$229.22							
Design Engineer (Mechanical)	\$85.75	4.00	\$458.44							
Design Engineer (Electrical)	\$85.75	4.00	\$458.44							
Design Engineer (Plumbing)	\$85.75	4.00	\$458.44							
CAD Operator	\$63.41	8.00	\$507.28							
Secretary	\$49.46	4.00	\$197.84							
TOTALS		23.00	\$2,194.97							
47962.7										

Job Title	Hourly Rates	Hours	Amount	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL
Principal	\$193.03	1.00	\$193.03							
Project Manager	\$114.61	2.00	\$229.22							
Design Engineer (Mechanical)	\$85.75	4.00	\$458.44							
Design Engineer (Electrical)	\$85.75	4.00	\$458.44							
Design Engineer (Plumbing)	\$85.75	4.00	\$458.44							
CAD Operator	\$63.41	8.00	\$507.28							
Secretary	\$49.46	4.00	\$197.84							
TOTALS		23.00	\$2,194.97							
5579.09										

Job Title	Hourly Rates	Hours	Amount	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL
Principal	\$193.03	1.00	\$193.03							
Project Manager	\$114.61	2.00	\$229.22							
Design Engineer (Mechanical)	\$85.75	4.00	\$458.44							
Design Engineer (Electrical)	\$85.75	4.00	\$458.44							
Design Engineer (Plumbing)	\$85.75	4.00	\$458.44							
CAD Operator	\$63.41	8.00	\$507.28							
Secretary	\$49.46	4.00	\$197.84							
TOTALS		23.00	\$2,194.97							
5579.09										

Job Title	Hourly Rates	Hours	Amount	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL
Principal	\$193.03	1.00	\$193.03							
Project Manager	\$114.61	2.00	\$229.22							
Design Engineer (Mechanical)	\$85.75	4.00	\$458.44							
Design Engineer (Electrical)	\$85.75	4.00	\$458.44							
Design Engineer (Plumbing)	\$85.75	4.00	\$458.44							
CAD Operator	\$63.41	8.00	\$507.28							
Secretary	\$49.46	4.00	\$197.84							
TOTALS		23.00	\$2,194.97							
54068.47										

Job Title	Hourly Rates	Hours	Amount	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL
Principal	\$193.03	1.00	\$193.03							
Project Manager	\$114.61	2.00	\$229.22							
Design Engineer (Mechanical)	\$85.75	4.00	\$458.44							
Design Engineer (Electrical)	\$85.75	4.00	\$458.44							
Design Engineer (Plumbing)	\$85.75	4.00	\$458.44							
CAD Operator	\$63.41	8.00	\$507.28							
Secretary	\$49.46	4.00	\$197.84							
TOTALS		23.00	\$2,194.97							
54068.47										

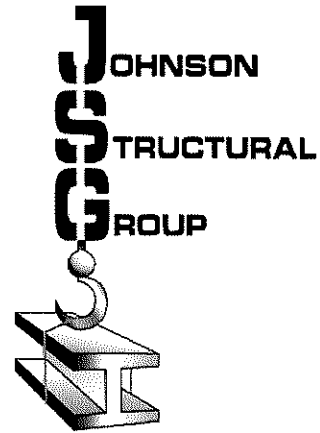
March 28, 2024

Mr. Charles Michelson
Saltz Michelson Architects
3501 Griffin Road
Fort Lauderdale, FL 33312

3RD REVISED PROPOSAL

Dear Mr. Michelson,

We respectfully submit the following proposal for providing a **40-Year Structural Recertification and Renovation to PBC West County Administration Building in Belle Glade, Florida**. Our scope is to perform a site visit at the above captioned property to visually inspect the property to satisfy the Palm Beach County recertification requirements. The recertification process requires us to have access to all the office spaces. We will need ladder(s), provided by others, to lift ceiling tiles inside the spaces as well as to be able to access any exterior soffit panels at the walkway. We will also require access to all the roofs for visual inspection of the roofing and the mechanical equipment on the roof. It is the owner's requirement to coordinate access and provide the ladders prior to our arrival. We will also provide wind pressures for new impact windows as well as the roof uplift pressures for a new roof. New equipment on grade may require structural details as the building is on piles. As an accepted add alternate, there will be a trailer placed on site that will require tie down details.



Once we complete our inspection, we will complete the Palm Beach County Structural Safety Inspection Report to satisfy the county's request. If structural repairs are required, additional detailing and permit documents for the repairs can be provided at an additional fee. Structural documents will also be provided for the new windows and roof work, mechanical equipment and tie down of the trailer.

A single site visit is included in the fee. If additional site visits are needed due to inaccessibility to the spaces or the roof, they will be performed on an hourly basis. The total fee for this project is \$8,385.35 broken down into \$6,259.32 for CDs, \$ 685.36 for Bidding, and the remaining \$ 1,440.67 for CA services.

We look forward to working with you on this project. Please sign and return via e-mail this proposal at your earliest convenience so that we may begin working on your project.

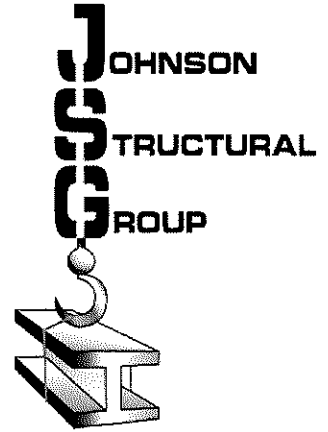
Sincerely,
JOHNSON STRUCTURAL GROUP, INC.

Mark Johnson
Mark Johnson, P.E., SECB
President

STRUCTURAL PROPOSAL 03-28-24

160 West Camino Real, Suite 1000 • Boca Raton, FL 33432
phone 561-982-8999 • www.johnsonstructural.com

I agree to the above proposal with the outlined payment terms:



Name & Title – Printed

Signature

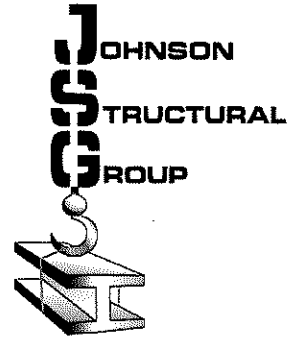
Date:

**PLEASE NOTE ACCORDING TO FLORIDA STATUTE 558.0035 AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

STRUCTURAL PROPOSAL 03-28-24

**160 West Camino Real, Suite 1000 • Boca Raton, FL 33432
phone 561-982-8999 • www.johnsonstructural.com**

Johnson Structural Group, Inc.
 160 West Camino Real, Suite 1000
 Boca Raton, FL 33432
 561-982-89899



Fee Schedule

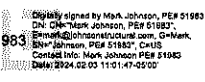
Hourly Rates:

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	\$76.83	2.969	\$228.11
Senior Engineer	\$57.71	2.969	\$171.34
Project Draftsman	\$43.72	2.969	\$129.80
Adminstration	\$23.56	2.969	\$69.95

Contract Multiplier of 2.969 Provided per Resolution

Certification

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

Signature  Date 2-Feb-24

Mark Johnson, President

160 W. Camino Real; Suite 1000; Boca Raton, FL 33432
Phone: 561-982-8999 X11; Email: judy@johnsonstructural.com



HOURLY RATES BY CONSULTANT

Saltz Michelson Architects (Prime)

Architecture

Principal, RA	\$ 290.00
Senior Project Manager I/QC, RA	\$ 190.00
Project Manager, RA	\$ 150.00
BIM Manager	\$ 140.00
Assistant PM	\$ 145.00
Project Specialist	\$ 140.00
Administrative	\$ 90.00

Hammond & Associates

MEP, IT/Low Voltage

Principal	\$ 193.03
Project Manager	\$ 114.61
Senior Engineer	\$ 114.61
Design Engineer	\$ 85.75
Senior Technician	\$ 82.03
CAD Operator	\$ 63.41
Secretary	\$ 49.46

Johnson Structural Group

Structural

Principal	\$ 228.11
Project Engineer	\$ 171.34
Project Draftsman	\$ 129.80
Administration	\$ 69.95

CONTRACT EXHIBIT C

EBO SCHEDULES 1 & 2
(Completed and executed)

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Palm Beach County - West Glade Administration Building
 SOLICITATION OPENING/SUBMITTAL DATE: Opening 6-18-23 / Submittal 08-01-24

SOLICITATION/PROJECT/BID NO.: 2023-033174
 COUNTY DEPARTMENT: Capital Improvements Division

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: Saltz Michelson Architects ADDRESS: 3501 Griffin Road, Fort Lauderdale, FL 33312
 CONTACT PERSON: Charles A. Michelson PHONE NO.: 954-266-2700 E-MAIL: cmichelson@saltzmichelson.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$235,540.00
 *SMWBE Primes 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 <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Hammond & Associates, Inc.; 2300 Palm Beach Lakes Blvd., West Palm Beach, FL 33409; HAMM0011	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$70,197.59					
2. Johnson Structural Group, Inc.; 160 W. Camino Real Suite 1000, Boca Raton, FL 33432; VC0000114774	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$8,385.35		
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)
 Total \$70,197.59
 Total Certified S/WBE Participation \$8,385.35
 Total Bid/Offer Price \$314,122.94
 Total Certified S/WBE Participation \$78,582.94

I hereby certify that the above information is accurate to the best of my knowledge: Charles A. Michelson
 Name & Authorized Signature  Title President

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation 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.
 - 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: 2023-033174

SOLICITATION/PROJECT NAME: 2023-033174 West County Administration Building Modifications/Renovations

Prime Contractor: Saltz Michelson Architects, Inc. Subcontractor: Hammond & Associates, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 09/07/23

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 checked="" 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.

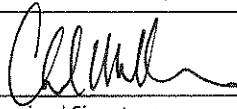
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	MEP Engineering & Low Voltage Design				\$70,197.59

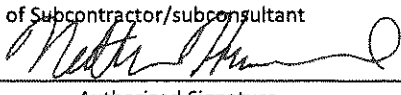
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$70,197.59

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

Saltz Michelson Architects, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
 Charles A. Michelson, AIA, ACHA, LEED AP
 Print Name
President
 Title
 Date: April 3, 2024

Hammond & Associates, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Nathan Hammond, PE
 Print Name
President
 Title
 Date: April 3, 2024

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: 2023-033174

SOLICITATION/PROJECT NAME: Palm Beach County - West County Administration Building

Prime Contractor: Saltz Michelson Architects

Subcontractor: Johnson Structural Group, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/08/2022

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
	Structural Engineering				\$8,385.35

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: \$8,385.35

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

Saltz Michelson Architects, Inc.

Print Name of Prime

By: _____

Authorized Signature

Charles Michelson

Print Name

President

Title

Date: March 28, 2024

Johnson Structural Group, Inc.

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Mark Johnson, P.E.

Print Name

President

Title

Date: March 28, 2024

CONTRACT EXHIBIT D

INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2024

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE	
INSURED Saltz Michelson Architects, Inc. 3501 Griffin Road Fort Lauderdale, FL 33312	INSURER A : Travelers Property Cas. Co. of America	NAIC # 25674
	INSURER B : National Union Fire Ins Co of Pitts, PA	19445
	INSURER C : National Casualty Company	11991
	INSURER D :	
	INSURER E :	

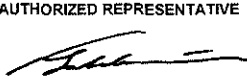
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6601D208313	05/08/2023	05/08/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6601D208313	05/08/2023	05/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			EBU031374612	05/08/2023	05/08/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		X	JEO0001977	06/14/2023	06/14/2024	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

RE: 2023-033174 West County Administration Building Modifications/Renovations.
 The General Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Palm Beach County, a political subdivision of the State of (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County, Board of County Commissioners, C/O Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Florida, its officers, agents and employees, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3037337

DATE (MM/DD/YYYY)

3/27/2024

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 Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM
INSURER(S) AFFORDING COVERAGE	
INSURER A: Indemnity Insurance Co. of North America	NAIC # 43575
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 SALTZ MICHELSON ARCHITECTS, INC.
 3501 GRIFFIN RD
 FORT LAUDERDALE, FL 33312-5444

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
A	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 <input type="checkbox"/>	N/A	C55797043	12/23/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

2023-033174 West County Administration Building Modifications/Renovations

CERTIFICATE HOLDER

CANCELLATION

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

PALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS, C/O CAPITAL IMPROVEMENTS DIVISION
 2633 VISTA PARKWAY
 WEST PALM BEACH, FL 33411

AUTHORIZED REPRESENTATIVE

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CONTRACT EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

9. INTEREST DISCLOSURE FORM (E)



RFP ATTACHMENT E CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

Not applicable.

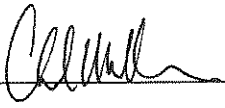
(Attach additional sheets as needed.)

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

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

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

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



Signature

August 1, 2023

Date

9. INTEREST DISCLOSURE FORM (E)



RFP ATTACHMENT E CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A

(Attach additional sheets as needed.)

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

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

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

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

Brett Oldford

Digitally signed by Brett Oldford
Date: 2023.07.13 22:06:58 -0400

Signature

7/21/23

Date

9. INTEREST DISCLOSURE FORM (E)



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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A


(Attach additional sheets as needed.)

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

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

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

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



Signature
July 27, 2023

Date

9. INTEREST DISCLOSURE FORM (E)



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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
None.

(Attach additional sheets as needed.)

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

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

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

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

Mark Johnson, PE# 51983

Signature
July 12, 2023

Date

