

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with BRPH Architect-Engineers, Inc. for professional mechanical, electrical, plumbing engineering (MEP) and heating, ventilation and air conditioning (HVAC) consulting services on a continuing contract basis.

Summary: The County requires engineering services associated with evaluating MEP and HVAC systems in existing facilities, performing feasibility analyses and design of system upgrades, as well as services for new projects. The term of the contract is for one (1) year with two (2) – one (1) year renewal options exercised at the discretion of the County. The SBE participation goal for this contract is 15%. BRPH Architects-Engineers, Inc., anticipates achieving 20% SBE participation. (Capital Improvements Division) Countywide (JM)

Background & Justification: Selection was performed under Board-adopted procedures, pursuant to the Consultants Competitive Negotiation Act (CCNA) and Florida Statute 287.055 on May 12, 2008. Two firms were selected for these services. Work will be authorized through individual authorizations when they are required during the term of the contract.

Attachments:

1. Contract
2. Disclosure of Ownership Interests

Recommended by: _____

Anthony Wolf
Department Director

6/27/08
Date

Approved by: _____

for CC Baker
County Administrator

7/15/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ _____	0	0	0	0
Operating Costs	_____	0	0	0	0
External Revenues	_____	0	0	0	0
Program Income (County)	_____	0	0	0	0
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$* See note below				_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Reporting Category _____

* Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

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

III. REVIEW COMMENTS:

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

Atwillhite 7-10-08
OFMB 7/9/08 7/9/08 7/10/08

Devin L. Jacobowitz / 7/11/08
Contract Administrator

This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

Devin L. Jacobowitz 7/14/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

**CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
ON A CONTINUING CONTRACT BASIS FOR
MECHANICAL, ELECTRICAL, PLUMBING, AND
HVAC ENGINEERING SERVICES (MEP)**

This Contract is made as of the _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **BRPH ARCHITECTS-ENGINEERS, INC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. number is **59-1447471**.

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

DEFINITIONS:

"Approval"/"Acceptance"/"Authorization": when referring to COUNTY'S approval, acceptance or authorization 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 of the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

"Construction"/"Contract Documents": shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, Small Business Enterprises, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General 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.

"Observe", "Observation(s)", "Visit(s)": site visits by the ENGINEER to determine if construction is being performed in compliance with the Construction Documents and to determine if the contractor is progressing according to the project schedule.

SECTION I - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall provide for COUNTY Professional engineering services in all phases of the Project to which this Contract applies as hereinafter provided. These services will include serving as COUNTY'S professional engineering representative for the project(s), providing professional engineering consultation and advice and furnishing other engineering services and architectural and landscape architectural services incidental thereto.

1.1.2 The Scope of Work for this Contract is identified in Exhibit A.

1.1.3 In the performance of this Contract, the ENGINEER shall become familiar with and perform such services in accordance with the Policy and Procedures Manual for Design Professionals prepared by COUNTY.

1.1.4 The services of this Contract may include a series of many separate individual task or projects, all related to general consulting services, as more particularly described below. Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than that described in this Section. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between ENGINEER and COUNTY under this Contract shall be considered as neither barring ENGINEER from, nor granting special consideration to ENGINEER in participating in the selection process for a consultant to provide such additional services.

1.1.5 Assignment of tasks to the ENGINEER will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the ENGINEER. This is not an exclusive contract. The COUNTY may enter into similar contracts with other Architects or Engineers to provide the same or similar services during the term of this contract.

1.1.6 Each task performed under this Contract will be assigned to ENGINEER for accomplishment by a separate written service authorization. For each task COUNTY will require ENGINEER to provide proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or not to exceed arrived as in accordance with Section 5 of this contract), COUNTY will issue a notice to proceed for each assigned task.

1.1.7 The types of individual projects or tasks to be assigned to ENGINEER under this Contract may include, but not necessarily limited to those listed in EXHIBIT A.

1.2 Study and Report Phase

After written authorization to proceed, ENGINEER shall:

1.2.1 Consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data.

1.2.2 Advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of ENGINEER's services under this Contract, and assist COUNTY in obtaining such data and services.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4 Provide analyses of COUNTY'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5 Provide a general economic analysis of COUNTY'S requirements applicable to various alternatives.

1.2.6 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 ENGINEER'S findings and recommendations. This Report will be accompanied by ENGINEER'S opinion of probable construction costs for the Project.

1.2.7 Furnish five copies of the Study and Report documents and review them in person with COUNTY.

1.3 Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with COUNTY and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3 Advise COUNTY, in writing, if additional data or services required for the completion of ENGINEER's services under this Contract are necessary and assist COUNTY in obtaining such data and services.

1.3.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Construction Costs. See Section 6 for further requirements.

1.3.5 Furnish ten (10) copies of the above Preliminary Design documents and present and review them in person with COUNTY at 50% and 100% completion status.

1.3.6 The ENGINEER shall be responsible for securing all permits and approvals required to construct the work described in this contract. Prior to completion of the conceptual design phase, the ENGINEER shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the ENGINEER must submit applications for each, in order to meet project schedule requirements. The ENGINEER 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 fees within fifteen (15) days of notification of same by the ENGINEER.

1.4 Construction Document Phase

After written authorization to proceed:

1.4.1 Based on the approved Design Development documents and any further adjustments in the scope of the Project or in the construction budget authorized by the COUNTY, the ENGINEER 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 Institute's Manual of Practice.

1.4.2 The ENGINEER shall review COUNTY furnished front-end documents and General Conditions and advise COUNTY of any conflicts or inconsistencies with ENGINEER'S specifications.

1.4.3 The ENGINEER 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 construction costs. 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 6 for further information.

1.4.4 The ENGINEER shall provide the COUNTY with a status report on all approvals and permits required (see 1.3.6) to construct the project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the ENGINEER. No construction contract will be advertised until such status report has been received. The Director of Capital Improvements Division may issue a written waiver to proceed with the bid without comments of a regulatory agency at the request of the ENGINEER. This waiver will be granted only in cases where the regulatory agency refuses to review the plans/specs at this phase of the process, when the comments are determined to not affect the competitiveness or price of the bid, or when there is an overriding schedule consideration.

1.4.5 Furnish ten (10) copies of the above documents and of the Drawings and Specifications and review them in person with COUNTY at 50%, 95% and 100% completion status. Respond in writing, to any comments given by COUNTY in writing to ENGINEER. On the basis of the accepted Construction Documents, prepare three sets of signed and sealed Construction Documents for building permit purposes. Provide corrections and/or changes required by the permitting agency.

1.4.6 Provide reproducibles and a CD of the approved construction plans (CADD files) set of technical specifications (both hard copy and in electronic format) for the COUNTY'S

use to issue bidding documents. ENGINEER shall deliver interim copies in electronic format if requested by the COUNTY.

1.4.7 ENGINEER shall not specify any materials which contain asbestos. ENGINEER shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that ENGINEER should have reasonably known.

1.4.8 ENGINEER shall not delegate any design services to the construction contractor unless specific approval is given by COUNTY in advance, in writing. When design/build services are approved by COUNTY, ENGINEER shall clearly state in the Construction Documents what performance and design criteria must be satisfied by contractor.

1.4.9 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.

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Attend the pre-bid meeting(s), issue addenda, written clarifications, or additional instructions, as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.2 Consult with and advise COUNTY as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.3 Consult with 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.

1.5.4 Within 20 days after bid opening, provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum ("As-Bid Set").

1.6 Construction Administration Phase

After written authorization to proceed:

1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise COUNTY and act as COUNTY'S representative within the limits of the construction documents.

1.6.2 Visits to Site and Observation of Construction.

1.6.2.1 Attend pre-construction conference(s) and conduct progress meetings and record meeting notes.

1.6.2.2 ENGINEER and its subconsultants as necessary, shall make periodic and regular, but no less than **once per week** visit to the site, including visits by supervising officer personnel, at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. Based on information obtained during such visits and on such observations, ENGINEER shall verify and determine if such work is proceeding in accordance with the Contract Documents and Contractor's Schedule and ENGINEER shall keep COUNTY informed of the progress of the work. Written reports of ENGINEER'S visits shall be provided to COUNTY.

1.6.2.3 The purpose of ENGINEER'S representation at the site will be to enable the ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Administration Phase. In addition, as an experienced and qualified design professional, ENGINEER will provide for COUNTY greater assurance that the completed work of Contractor(s) will conform to the Contract Documents and that the design as reflected in the Contract Documents has been implemented and preserved by Contractor(s).

1.6.3 Defective Work. On the basis of ENGINEER'S observations, ENGINEER shall disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents, or that it will prejudice the design concept of the project as reflected in the Contract Documents.

1.6.4 Interpretations and clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection there with prepare field bulletins, work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the aforesaid Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Contract Document in a timely manner which will not delay the Contractor(s) in completing its work.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.6.7 Inspections and Tests. ENGINEER shall have authority to require special inspection or testing of the work. ENGINEER shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract

Documents). COUNTY will pay for testing labs.

1.6.8 Disputes and Changes During construction. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of COUNTY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Construction Documents pertaining to the execution and progress of the work. When acting pursuant to the request of the COUNTY, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith. This section includes, holding meetings and negotiations with the Contractor to resolve disputes or changes to the contract, including review and processing of all change orders. ENGINEER shall review Contractor's extra work proposals and advise COUNTY of acceptability of proposed change and cost of change.

1.6.9 Applications for Payment. Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to COUNTY, based on ENGINEER'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 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 Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending payment, ENGINEER represents that to the best of the ENGINEER'S knowledge the quality and quantity of Contractor(s) work, as it has been furnished and performed is in compliance with the Contract Documents.

1.6.10 Contractor(s) Completion Documents. ENGINEER 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 Contract Documents. Such review by the ENGINEER 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 Contract Documents; and ENGINEER shall transmit them to COUNTY with written comments.

1.6.11 Punchlist. When requested by the COUNTY, ENGINEER shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist).

1.6.12 Substantial Completion. ENGINEER shall conduct an inspection and conduct and/or observe any tests necessary to determine if the work is substantially complete. A final inspection will be made to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Contract Documents.

1.6.13 Prepare and provide to COUNTY a set of reproducible record drawings (as-builts) of Drawings and AutoCAD .dwg files on a CD showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and ENGINEER's own observations and which ENGINEER considers significant.

1.7 Operational Phase

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

1.7.1 Provide assistance, consistent with contractual services, in connection with the start-up, refining and adjusting of any equipment or system.

1.7.2 In company with COUNTY, 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).

1.7.3 In conjunction with Contractor, assist in training COUNTY'S staff to operate and maintain the Project.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 ENGINEER shall notify COUNTY immediately in writing of all changes to the Scope of Work which increase or decrease the ENGINEER cost or the duration of ENGINEER's services.

2.2 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which ENGINEER knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of ENGINEER's right to additional consideration.

2.2.1 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.2.2 Under no circumstances shall a request for additional services be submitted later than 30 days after project substantial completion.

2.3 Services Requiring Authorization in Advance

Only if authorized in writing by COUNTY, and not included in basic services, may ENGINEER receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements.

2.3.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity of COUNTY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control. Such services may be additional services provided such services are not required as a result of any act, error or omission of the ENGINEER.

2.3.3 Providing renderings or models for COUNTY's use.

2.3.4 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY.

2.3.5 Furnishing services of independent professional associates and consultants for other than Basic Services (which include but are not limited to customary civil, structural, mechanical and electrical engineering services, surveying, environmental services, and customary architectural and landscape architectural services incidental thereto). Subcontractual services which include new Project team members may be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%) for these services to compensate ENGINEER, for the procuring and management of the new subconsultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

2.3.6 Services during out-of-town travel required of ENGINEER other than visits and inspections/observations to the site or COUNTY's office as required by Section 1, such as mill and shop inspection of manufactured or fabricated items during construction.

2.3.7 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.1.2, or when such bid protest, rebidding or renegotiating results from action advised by and/or taken by the ENGINEER.

2.3.8 Providing any type of property surveys or related ENGINEERING services needed for the transfer of interests in real property.

2.3.9 Preparation of staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.3.10 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where ENGINEER may be responsible due to incompetence, errors, omissions, or fraud).

2.3.11 Additional services which are to be furnished by COUNTY in accordance with Section 3, and services not otherwise provided for in this Contract.

2.3.12 Services in connection with work directive changes and change orders to reflect changes requested by COUNTY, which require additional design services from the ENGINEER.

2.3.13 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor(s).

SECTION 3 - COUNTY'S RESPONSIBILITIES

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

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to ENGINEER'S services for the Project.

3.2 As requested, in writing by ENGINEER, 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 furnish copies of all design and construction standards which COUNTY will require to be included in the Drawings and Specifications.

3.3 Arrange for access to and make provisions where necessary for ENGINEER to enter upon property as required for ENGINEER to perform services under this Contract.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER. If requested by ENGINEER, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 If COUNTY designates a person to represent COUNTY at the site who is not ENGINEER or ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Contract before such services begin.

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

3.7 Furnish to ENGINEER data or estimated figures as to COUNTY'S anticipated costs for services to be provided by others for COUNTY so that ENGINEER may make the necessary findings to support opinions of probable Construction Costs.

3.8 Attend the pre-bid conference, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.9 Give prompt written notice to ENGINEER whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.

3.10 Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of this Contract or other services as required.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue for a period of one (1) year, with two (2) one (1) year renewal options at the sole discretion of COUNTY and, additionally, it shall continue until completion of all phases of any outstanding service authorization issued within the period of this Contract, unless otherwise terminated as provided herein.

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

4.3 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by COUNTY for more than six months for reasons beyond ENGINEER'S control, ENGINEER shall be entitled to an equitable adjustment in compensation. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER, for any reason, is required to render Construction Management Phase services in respect of any prime contract for construction, materials or equipment more than required in this agreement, the various rates of compensation provided for elsewhere in this Contract shall be subject to equitable adjustment.

4.4 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER'S services are to be separately sequenced with the work of one or more prime contractor(s) (such as in the case of fast-tracking), COUNTY and ENGINEER shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of ENGINEER'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 service authorization.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The total amount to be paid by the COUNTY under this Contract and method of payment shall be set forth on each SERVICE AUTHORIZATION. The ENGINEER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth for services rendered toward the completion of the Scope of Work on each SERVICE AUTHORIZATION. Where incremental billings for partially completed items is permitted, the total incremented billing shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 ENGINEER 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.

5.3 Pay Applications received from the ENGINEER pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the SERVICE AUTHORIZATION and current project number. Invoices will normally be paid within thirty (30) days following the department's approval.

5.4 Fixed Price Method of Payment: Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and ENGINEER shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Should the COUNTY deem that a change in the scope of services is appropriate, then a decrease or increase shall be

agreed to in writing. Prior to execution of a fixed price authorization, the ENGINEER shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursables, overhead and profit as part of the fixed price. Consultant agrees that fee is not tied to construction cost.

5.5 Computation of Time Charges/Not to Exceed Method of Payment: When a service is to be compensated for on a time charge/not to exceed basis, the ENGINEER will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the total Not to Exceed cost amount. The ENGINEER shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the ENGINEER compensation for services rendered based upon the established actual hourly labor rates for services rendered by personnel directly engaged on COUNTY projects. The labor rates are subject to audit. The schedule of hourly labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of one year from the date of CONTRACT execution. At the end of each one year period, the rates may be negotiated and if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year term thereafter.

5.5.2 Subcontractual service shall be invoiced at the actual fees paid by the ENGINEER. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

5.5.3 "Out-of-pocket" expenses will be reimbursed up to the not-to-exceed amount identified on each SERVICE AUTHORIZATION. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the ENGINEER or ENGINEER'S independent professional associates directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated up front at the time of negotiating each SERVICE AUTHORIZATION. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the 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 each SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

6.1.1 The construction cost of the entire Project (herein referred to as "Construction Cost" means the total cost to COUNTY of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless the Agreement so specifies. It will not include COUNTY'S legal, accounting, insurance, counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to COUNTY.

6.1.2 There shall be a Fixed Construction Budget Cap which will be determined upon completion of the Preliminary Design Phase for this Project and the ENGINEER agrees to maintain this amount or he/she 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 Capital Improvements Division Director or his/her designee. Similarly, "Add" Alternates for program requirements are not allowable in order for the ENGINEER to lessen costs to meet the Fixed Construction Budget Cap.

6.2 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Construction Cost when provided are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry.

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The ENGINEER has, during the selection and negotiation process which has preceded this agreement, represented to COUNTY that the ENGINEER is possessed of that level of skill, knowledge, experience and expertise that is commensurate with ENGINEERING firms of national repute in the areas of practice required for this project.

ENGINEER acknowledges that COUNTY has relied on ENGINEER'S representations of skill, knowledge, experience and expertise. By executing this contract, ENGINEER agrees that ENGINEER will exercise that degree of care, knowledge, skill, and ability as other ENGINEERS possessing the degree of skill, knowledge, experience and expertise which ENGINEER has claimed. ENGINEER shall perform such duties as may be assigned without neglect. ENGINEER accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize ENGINEER'S skill, efforts and judgment commensurate with ENGINEERING firms of national repute in the areas of practice required for this project. ENGINEER 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 ENGINEERING standards.

ENGINEER 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 Agreement first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project.

Although specific provisions of this Agreement 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 ENGINEER 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 Document.

7.2 Termination

This Contract may be canceled by the ENGINEER upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ENGINEER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the ENGINEER, 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 ENGINEER, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the ENGINEER 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 ENGINEER'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 ENGINEER'S records under this provision.

7.4 Personnel

7.4.1 The ENGINEER 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 conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the ENGINEER 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 ENGINEER'S key personnel or subconsultants 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 ENGINEER represents that all services shall be performed by skilled and

competent personnel to the professional standard of care set forth in 7.1 above.

7.4.2 ENGINEER'S Representative

Prior to executing the contract, the ENGINEER shall advise the COUNTY of the name of the Engineer's 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 agreement. 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 ENGINEER'S designated Project Manager and the right to require the ENGINEER to replace its designated Project Manager with another individual acceptable to the COUNTY.

7.5 Subconsultants

7.5.1 The COUNTY reserves the right to accept the use of a subconsultant, or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The ENGINEER is encouraged to seek minority and women business enterprises for participation in subconsulting opportunities as well as small business participation.

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the ENGINEER shall promptly do so, subject to the right of the COUNTY to reject the new subconsultant.

7.5.2 SBE Participation

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. ENGINEER anticipates 20% SBE participation under this contract.

The ENGINEER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The ENGINEER will provide with each Service Authorization Schedule 1 (participation of SBE-M/WBE Subconsultants) and Schedule 2 (Letter of Intent), with the names addresses, scope of work, dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE subconsultants on Schedule 1 agreeing to perform the work at the listed dollar value.

The ENGINEER understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The ENGINEER understands that it is the responsibility of the department letting the contract and OSBA to monitor compliance with the SBE Ordinance requirements. In that regard, the ENGINEER agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The ENGINEER further agrees to provide OSBA with a copy of their contract with the SBE subconsultant or any other related documentation upon request.

The ENGINEER will only be permitted to replace a certified SBE subconsultant who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the proposed SBE percentages submitted with the bid. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

The ENGINEER understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other consultants.

The ENGINEER agrees to maintain all relevant records and information necessary to document compliance with this Ordinance and will allow the County to inspect such records.

7.6 Non-Discrimination

The ENGINEER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, sexual orientation, age or national origin.

7.7 Independent Contractor Relationship

The ENGINEER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENGINEER'S sole direction, supervision, and control. The ENGINEER shall exercise control over the means and manner in which it and its employees, subconsultants and suppliers, perform the work, and in all respects the ENGINEER'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 ENGINEER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

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

7.8 Contingent Fees

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER 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 ENGINEER, any fee, commission, percentage, or any other consideration contingent upon or resulting from the award or making of this Contract.

7.9 Authority to Practice

The ENGINEER 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 upon request.

7.10 Federal and State Tax

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

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

7.11 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.

7.12 INSURANCE

7.12.1 ENGINEER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by ENGINEER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENGINEER under the contract.

7.12.2 **Commercial General Liability** ENGINEER shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. ENGINEER shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** ENGINEER shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event ENGINEER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing ENGINEER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. ENGINEER shall provide this coverage on a primary basis.

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

7.12.5 **Professional Liability** ENGINEER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. 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 ENGINEER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ENGINEER shall maintain a retroactive date prior to or equal to the effective date of this Contract. The retroactive date shall be shown on the Certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, ENGINEER shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the ENGINEER of the obligation to provide replacement coverage.** ENGINEER shall provide this coverage on a primary basis.

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

7.12.7 **Waiver of Subrogation** ENGINEER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENGINEER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically

prohibits such an endorsement, or voids coverage should ENGINEER enter into such an agreement on a pre-loss basis.

7.12.8 Certificate(s) of Insurance Prior to execution of this Contract, ENGINEER shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificates shall be addressed to Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604.

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

7.12.10 Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 Disclosure and Ownership of Documents

The ENGINEER shall deliver to the COUNTY, 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 written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENGINEER 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, ENGINEER will incur and assume no liabilities for reuse unless ENGINEER agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the ENGINEER shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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.

7.14 Remedies

This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County. 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.

7.14.1 The ENGINEER shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the ENGINEER, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section shall not apply to damages or injury to the extent caused by the negligence or willful misconduct of COUNTY, or its officers, employees, or agents.

The ENGINEER's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributorily negligent.

7.14.2 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.

7.15 Conflict of Interest

For every proposal provided by the ENGINEER in response to a task assigned under this Contract, the ENGINEER shall provide COUNTY with an executed a Conflict of Interest Disclosure Form, attached as Exhibit E and incorporated herein.

Any actual or potential conflict between the ENGINEER'S interests and the ENGINEER'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the ENGINEER. The ENGINEER shall abide by any terms contained within the waiver by the COUNTY or shall

release the COUNTY from all of its obligations hereunder.

7.16 Excusable Delays

The ENGINEER 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 ENGINEER or its subcontractors and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within ENGINEER'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the ENGINEER'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 ENGINEER'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.

7.17 Arrears

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

7.18 Modifications of Work

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

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

If the COUNTY elects to make the change, the COUNTY shall issue an amendment to the applicable SERVICE AUTHORIZATION and the ENGINEER shall not commence work on any such change until such written amendment has been issued.

7.19 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:
John A. Chesher, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the ENGINEER shall be mailed to:

Mr. Carroll C. Vigil, P.E.
BRPH Architects-Engineers, Inc.
1475 East Centrepark Boulevard
Suite 275
West Palm Beach, FL 33401

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

7.21 Entirety of Contractual Agreement

7.21.1 The COUNTY and the ENGINEER 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.

7.21.2 This contract includes the following exhibits, which are attached hereto and made a part hereof:

Exhibit A -	Scope of Work
Exhibit B -	Hourly Rates
Exhibit C -	SBE/MWBE Schedules 1 and 2
Exhibit D -	Insurance Certificate
Exhibit E -	Conflict of Interest Disclosure Form

7.22 Successors and Assigns

The COUNTY and the ENGINEER 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. Except as above, neither the COUNTY nor the ENGINEER 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 ENGINEER.

7.23 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENGINEER 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).

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 ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

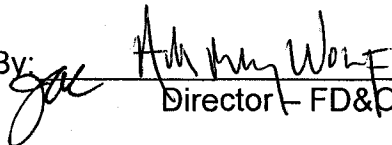
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

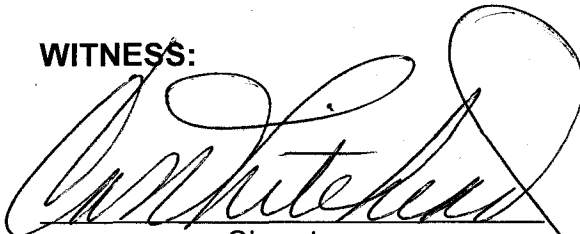
APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Director - FD&D

By: _____
County Attorney

WITNESS:


Signature
Carol Ann Whitehead
Name (type or print)

ENGINEER:
BRPH ARCHITECTS-ENGINEERS, INC.

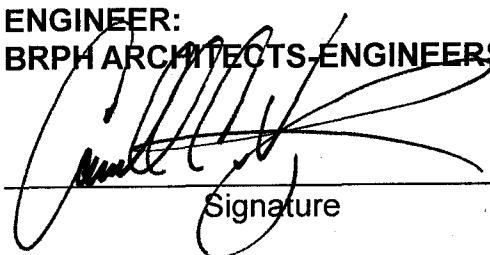

Signature
Carroll C. Vigil
Name (type or print)
Sr. Vice President
Title

EXHIBIT A - SCOPE OF WORK

The consultant shall serve as the County's representative for projects authorized under the agreement. The scope of services required under this agreement will vary on a project by project basis.

- A. Evaluate building operations and make recommendations for modifying operation and maintenance procedures to provide for more economical operations.
- B. Perform building inspections and provide an analysis of existing MEP systems and facilities.
- C. Prepare reports and economic analysis regarding HVAC and/or electrical systems including energy audits and upgrading recommendation.
- D. Provide design services including preparation of construction documents (plans and technical specifications), and project cost estimates for various MEP projects.
- E. Provide inspection services during construction and start-up and training services during equipment commissioning.
- F. Provide construction administration services and on site observations to enable consultant's certification as required by regulatory agencies and ensure that the facilities are construction in compliance with approved plans and specifications.
- G. Provide troubleshooting of existing HVAC, mechanical and electrical systems.
- H. Perform building inspections and analyses of existing facilities to prepare reports regarding indoor air quality conditions and make recommendations for improvement of same.
- I. Prepare reports and make planning, budgetary and design recommendations.
- J. Review and evaluate HVAC system controls and building envelope designs prepared by other consultants.
- K. Design HVAC systems and/or modifications for replacement of existing systems.
- L. Provide for HVAC test and balance services as necessary.
- M. Train County personnel in the operation of HVAC and control systems.

BRPH Architects-Engineers Division						
Standard Corporate Billing Rates						
Effective July 1, 2007						
					Hourly	
<u>Personnel Categories</u>					<u>Billing Rate</u>	
Officer					\$175.00	
Director of A / E					\$145.00	
Sr. Project Manager					\$145.00	
Project Manager					\$115.00	
Sr. Architect-Engineer					\$115.00	
Architect-Engineer					\$85.00	
Sr. Designer					\$85.00	
CAD Designer					\$70.00	
CAD Drafter					\$50.00	
CAD Administrator					\$55.00	
Cost Estimator					\$85.00	
Sr. Construction Administrator					\$115.00	
Construction Administrator					\$90.00	
Operations Administrator					\$65.00	
Project Administrator					\$52.00	
Technical Typist					\$42.00	
Reimbursable Expense Fees are on page 2						

Description	Size	Code	Unit Pricing
Black Line Paper Prints	14 X 20	BL14	\$0.42 (Half Size)
	15 X 21	BL15	\$0.39 (Half Size)
	17 x 22	BL17	\$0.47 (Half Size)
	24 x 36	BL24	\$1.08
	28 x 40	BL28	\$1.40
	30 X 42	BL30	\$1.58
	34 x 44	BL34	\$1.87
Drawing Scans	All sizes	SCAN	\$2.00
Vellum	24 x 36	VEL30	\$13.00
	28 x 40	VEL28	\$16.70
	30 X 42	VEL30	\$19.00
Xerox	8.5 x 11	XER811	\$0.08
	8.5 x 14	XER814	\$0.12
	11 x 17	XER11	\$0.16
3 Ring Viewbinders	0.5 in.	3RB5	\$5.25
	1 in.	3RB1	\$5.27
	1.5 in.	3RB15	\$9.40
	2 in.	3RB2	\$11.59
	3 in.	3RB3	\$12.64
Color Copies	8.5 x 11	COL811	\$1.05
	8.5 x 14	COL814	\$1.40
	11 x 17	COL11	\$2.10
Diskettes		DISK	\$30.00
CD ROM's (w/ 10 dwg's or less)		CDROM	\$75.00
Wide Format Color Copies		WFCOL	\$14.00/sf

Travel will be charged at direct cost plus markup. Automobile travel will be charged in accordance with IRS Statutes. Tolls will be charged at direct cost. All long distance telephone calls will be at actual cost.

Other out-of-pocket expenses for survey, soil borings and analysis, special consultants, renderings, model supplies, special photography, etc., if necessary, will be charged at actual cost plus 10%.

These rates will remain valid for the first full year of the contract.

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONSULTANTS

PROJECT NAME: MEP Continuing Serv. PROJECT NO. N/A

NAME OF PRIME CONSULTANT: BRPH Architects-Engineers, Inc.

DESCRIPTION OF WORK MEP Services

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Percentage				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1) <u>FastTrack MCI</u> <u>2540 Metrocentre #4</u> <u>WPB, FL 33407</u> <u>1) 561.304.7881</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					<u>20%</u>
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)	Total						<u>20%</u>

Total SBE-M/WBE Participation 20% %

Note: 1. The percentages listed on this form must be supported by the Subconsultant included on Schedule 2 in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE.

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Engineering Services MEP
Consulting service.
TO: Brph Companies Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic X Women X Caucasian _____ Other (Please Specify) _____
Date of Palm Beach County Certification: June 20, 2007

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Construction Administration.

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontract must be stated:

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing quotations to others.

Fasttrack Management & Consulting Inc
(Print name of SBE-M/WBE Subconsultants)

By: [Signature]
(Signature)

Sasha Bubanja
(Print name/title of person executing on behalf of
SBE-M/WBE Subconsultant)

Date: 3/28/08

PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE
CERTIFIES THAT

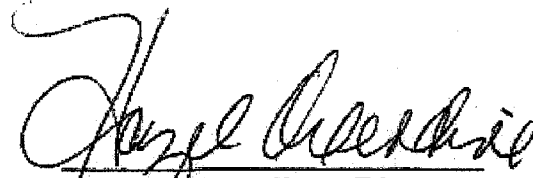
FASTRACK MANAGEMENT & CONSULTING INC.

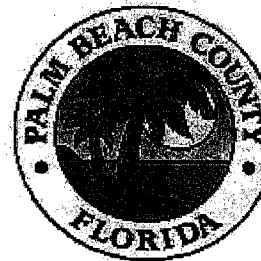
VENDOR # VC0000006894

is a Small Business Enterprise as prescribed by section 2-80.21 - 2-80.34 of the Palm Beach County Code for a three year period from June 20, 2007 to June 19, 2010.

The following Services and/or Products are covered under this certification:

Management Consulting Services


Hazel Oxendine, Director



Palm Beach County Board of County Commissioners

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Warren H. Newell
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator

Robert Weisman

Deputy County Administrator

Verdenia C. Baker

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/02/2008
PRODUCER Pruitt Insurance Agency, Inc. P.O. Box 360875 Melbourne FL 32936-0875		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED BRPH Architects-Engineers, Inc. 3275 Suntree Blvd. Melbourne, FL 32940	INSURERS AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: Continental Insurance Co INSURER C: Transportation Insurance Co INSURER D: Continental Casualty Ins Co INSURER E:	
		NAIC #

COVERAGES							
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	2053846232	04/13/08	04/13/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER:	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B		AUTOMOBILE LIABILITY	2053846280	04/13/08	04/13/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
C		EXCESS/UMBRELLA LIABILITY	2053846330	04/13/08	04/13/09	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2088207777	03/15/08	03/15/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D		OTHER	AEH254035786	10/08/07	10/08/08	Claims Made Basis	Retro Date 10/8/02
		Professional Liability				Each Claim	\$5,000,000
						Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
RE: MEP Continuing Services	
Additional Insured: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents.	
Architect-Engineering Firm	

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Tanessa y Genovese</i> <VYG>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT E
CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER 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 ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

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

_____, of _____
(Title/Position) (Firm Name of ENGINEER)

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

(Signature)

(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant appears herein as:
☐ an individual **or**
☒ the Secretary of BRPH Companies, 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: 3275 Suntree Blvd.
Melbourne, FL 32940

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.

Stephen J. Bailey
Stephen J. Bailey, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 3rd day of June, 2008, by Stephen J. Bailey, ☒ who is personally known to me or ☐ who has produced _____ as identification and who did take an oath.



Sherrie L. Conrad
Commission # DD553835
Expires August 12, 2010
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Sherrie L. Conrad
Notary Public
Sherrie L. Conrad
(Print Notary Name)
State of Florida at Large
My Commission Expires: Aug. 12, 2010

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

BRPH Employee Stock Ownership Program (ESOP) 3275 Suntree Blvd., Melbourne, FL 32940

ATTACHMENT # 2