



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$254,355</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>          </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>          </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>          </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>NET FISCAL IMPACT</b>	<b><u>\$254,355</u></b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_  
Budget Account No: Fund  3022  Dept  321  Unit  L049  Object  6505   
Reporting Category \_\_\_\_\_

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

General Obligation Bonds	Consultant	\$219,355
2006 Issue - \$22.3 Million	Staff Charges	<u>\$35,000</u>
	Total	\$254,355

Fiscal Review  *Lavinia D. Gardner*   
Lavinia D. Gardner, Chief Financial Officer

**III. REVIEW COMMENTS:**

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

*John Paul* 8-24-09   
8/14/09 OFMB 8/13/09 CN 8/13/09

*John J. Jones* 8/24/09   
Contract Administrator  
*E Jones 8/23/09*

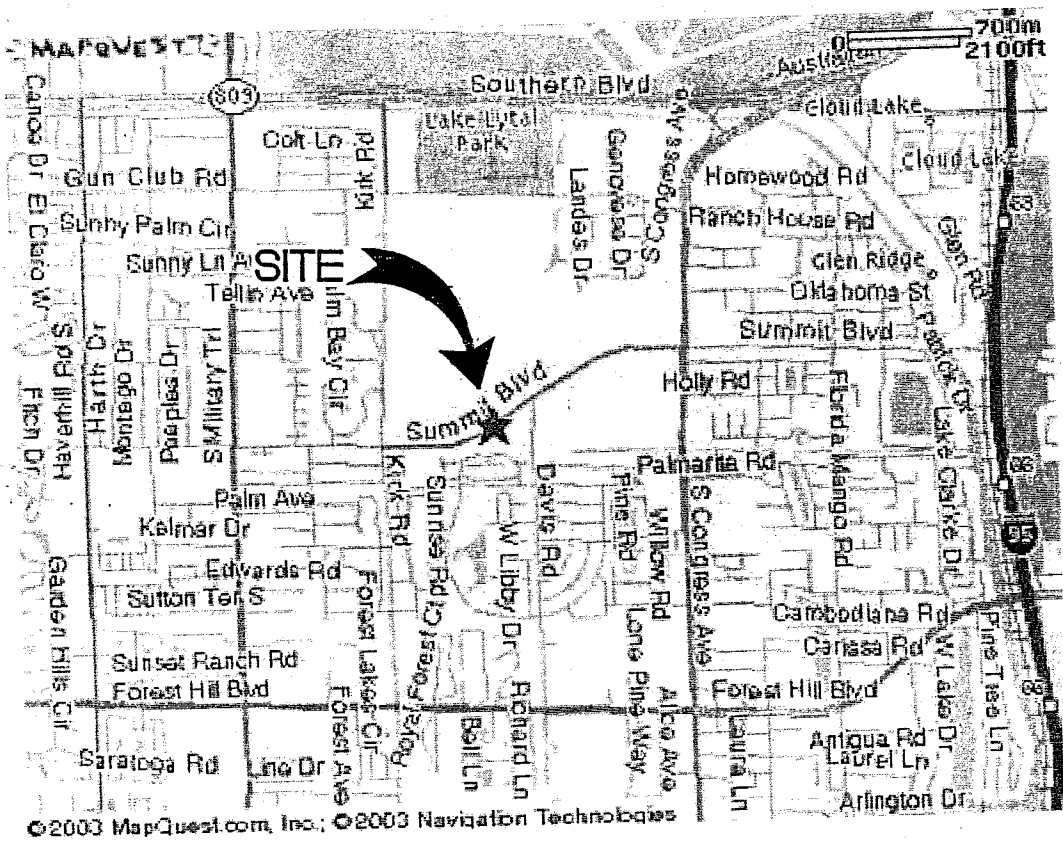
**This item complies with current  
County policies.**

**B. Legal Sufficiency:**

*James C. Hayes Jr.* 8/25/09   
Assistant County Attorney

**C. Other Department Review:**

*[Signature]*   
Department Director



# LOCATION MAP

N.T.S.

FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/30/09    REQUESTED BY: Karen Arndt    PHONE: 233-0208  
FAX: 233-0270

PROJECT TITLE: Summit Library    PROJECT NO.: 03209

ORIGINAL CONTRACT AMOUNT:    BCC RESOLUTION#:

REQUESTED AMOUNT    \$254,355    DATE:

CSA or CHANGE ORDER NUMBER: CSA 6

CONSULTANT/CONTRACTOR: Colome & Associates

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

Professional services shall include architectural and engineering services for the renovation of the Summit Library.

CONSTRUCTION	
PROFESSIONAL SERVICES	<u>\$219,355</u>
STAFF COSTS** (Design/Construction Phase)	<u>\$35,000</u>
MISC. (permits, prints, advertising, etcetera)	
TOTAL	<u>\$254,355</u>

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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3022    DEPT: 321    UNIT: L049    OBJ: 6505  
FUNDING SOURCE (CHECK ALL THAT APPLY):     AD VALOREM     OTHER  
 FEDERAL/DAVIS BACON

BAS APPROVED BY Lavinia D. Gardner    DATE: 7/31/09

ENCUMBRANCE NUMBER: \_\_\_\_\_

Revised 03/30/04

**CONSULTANT SERVICES AUTHORIZATION**

**COLOME & ASSOCIATES, INC.  
Annual Architectural Services Consultant**

**SUMMIT LIBRARY  
PROJECT NO. 03209  
DISTRICT NO. 2**

**THIS AUTHORIZATION NO. 6** to the Contract dated 3/13/07 (R-2007-0392) between Palm Beach County and the Consultant identified herein is for the Consultant Services described in Item 3 of this Authorization.

1. **CONSULTANT:** **COLOME & ASSOCIATES**  
**530 24<sup>TH</sup> STREET**  
**WEST PALM BEACH, FL 33407**
2. **Services completed to date:** Not applicable. This authorization is for a new project.
3. **Description of Services to be provided by Consultant:** Professional services shall include architectural and engineering services for the renovation of the Summit Library. Services include construction document preparation, permitting and construction administration as detailed on the attached proposal dated July 30, 2009.
4. **History:** Not applicable. This authorization is for a new project.
5. **Time of Commencement:** Consultant shall begin work promptly on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".
6. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be:  

Lump Sum charge of \$219,355.00
7. **This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due.**

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

**ATTACHMENT # 3**

8. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.
9. **EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED**, all other terms and conditions of the original Contract remain in full force and effect.

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

**COUNTY**


ATTEST:  
Sharon R. Bock, Clerk & Comptroller

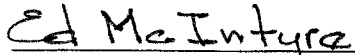
PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

WITNESS:

  
\_\_\_\_\_

  
Name (type or print)

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney

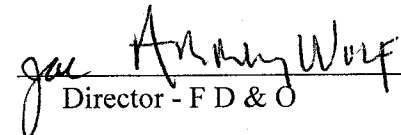
**CONSULTANT**

By:   
Name: Elizabeth A. G. Colome

Title: PRESIDENT

Date: 7.30.09

Approved as to terms and conditions

  
Director - F D & O

Revised July 30, 2009

Ms. Karen Arndt  
Project Manager  
Facilities Development & Operations Dept.  
Palm Beach County Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411

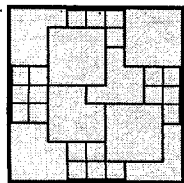
Re: **PBC Library Main Branch - Renovations**  
**Project No. 03209**  
3650 Summit Blvd., West Palm Beach, Florida

Dear Ms. Arndt:

Our Firm – Colome' & Associates, Inc. (Architect) – would like to thank you for the opportunity to provide Palm Beach County Facilities Development & Operations Department with this proposal for professional services for the proposed for the proposed building interior and exterior renovations to the existing Main Library Branch located at 3650 Summit Blvd. in West Palm Beach Florida. The project will consist of approximately 49,585 square feet of interior building renovations to the existing library and administration building, including the reconfiguration of the existing check out, reference, and children's areas of the existing library, interior finishes including floor, wall, and ceilings, reconfiguring of the existing staff restroom to a family restroom, replacement of the existing roof top HVAC units at main library and a 4 ton unit at the administration building, fire alarm system replacement to library and administration buildings, replace existing coiling fire shutters at main library, lighting modifications to main library areas, replacement of plumbing fixtures and all finishes in public and staff restrooms, replace all interior room signage at main library, replace existing lobby floor tile and base, and replace existing ceilings in west administration offices.

Exterior renovations consist of re-roofing of existing metal and built-up roofing, painting and sealing exterior of buildings, removing south exterior window at library stack area and infill opening, re-work east side exterior stucco wall finish and re-grade along the east side of building, re-seal and re-strip existing parking areas, re-finish underside of existing covered entrance, provide new irrigation pump and well, re-work existing irrigation lines presently feed by municipal water system, re-seal existing south door of main library, provide new lighting protection at new metal roof and tied into existing lower roof system, replace existing lobby storefront entrance and break away doors, and re-finish existing exterior entrance slabs.

- a. The scope of services shall include schematic design, design development, construction document, bidding or negotiating, construction administration, and operation phases of the project. The fees are based on the executed Annual Contract for Architectural Services R-2007-0392, PBC – Capital Improvements Division Policy and Procedures Manual for Design Professionals, latest edition, and user meetings and information provided to our office by Palm Beach County Capital Improvements Division.



## Colome' & Associates, Inc.

ARCHITECTURE • PLANNING • INTERIORS

Florida Registration - AA 0003439

530 24th Street West Palm Beach Florida 33407

Phone: (561) 833-9147 Fax: (561) 833-9356

The scope of work shall include the following:

- Design and Construction Documents
  - Based on the approved schematic design submittal prepared by this office, provide working drawings and book specifications, described in detail sufficient for construction, including boundary surveying, irrigation design, structural, mechanical, plumbing, and electrical engineering (limited to proposed building renovations to existing), Interior Design, prepare a color / material selection board, and interior finish selection within the completed set of construction documents. Interior and exterior furnishing shall be selected and purchased by Palm Beach County.
- Bidding and Negotiation
  - Assist Palm Beach County in negotiating contract with Construction Manager / General Contractor.
- Preparation and Permitting Submissions
  - Prepare and submit documents for permitting to the Palm Beach County Building Department and SFWMD for a Water Use Irrigation Permit.
- Construction Administration
  - Make one visit per week by the architect, engineer, or subconsultants to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. The Architect / Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality of work, nor shall the Architect be responsible for the means, methods, techniques or procedures of construction selected by Contractor(s).
  - Review and approve the Contractor's shop drawings, or take other appropriate action, but only for the limited purpose of checking for conformance with information given and the design concepts expressed in the contract documents.
  - Prepare substantial and final punch list.
- Fees
  - Task A: - Basic Fee (per DMS guidelines) - Design and Construction Documents, Bidding/Negotiation, and Construction Administration Phases - Architectural and Engineering design: Fees for performing architectural, structural engineering and MEP engineering services as outlined above shall be based upon the stipulated lump sum of one hundred fifty one thousand seven hundred fifty two (\$151,752.00) dollars.
  - Task B: The Architect and Design Professionals shall be paid for all expenses such as owner requested reproduction, postage, record drawings, and plotting expenses as an addition to the basic compensation at a stipulated lump sum of four thousand two hundred (\$4,200.00) dollars.
  - Task C: Non Basic Services (per DMS guidelines) as described below: Fees for performing services as outlined below shall be based upon the stipulated lump sum of sixty three thousand four hundred fifteen (\$63,415.00) dollars.



**Task A:**

**The fee breakdown is as follows:**

- **Basic Fee:** - Based on DMS fee guidelines, construction budget = \$1,800,000.  $\$1,800,000 \times 8.43\%$  (C curve) = \$151,740.00 – Architectural, Structural, and MEP Engineering.

**Task B:**

**The fee breakdown is as follows:**

- **Expenses and Record Drawings Fee:** - Reproduction, postage, record drawings, and plotting expenses = \$4,200.00

**Task C:**

**Non Basic Services (per DMS guidelines): Not included in above Basic Fee**

1. Project Boundary Surveying (A & B Engineering) - \$4,080.00
2. Landscape Architect / Irrigation Design (NSA) - \$2,950.00
3. SFWMD Water Use Permit (NSA) - \$850.00
4. Electrical Site Irrigation Power (JLRD) - \$850.00
5. Electrical Covered Entrance Lighting Design (JLRD) – \$700.00
6. M.E.P. Field Verification of Existing Conditions (JLRD) - \$5,240.00
7. Architect's Field Verification of Existing Conditions (Colome' & Associates, Inc.) – \$2,200.00
8. Interior Design Services (In Design) - \$46,545.00

**Sub Total of Task C = \$63,415.00**

**The fee payment schedule is as follows:**

- |                                     |                        |
|-------------------------------------|------------------------|
| • Schematic Design phase            | Fifteen percent (15%)  |
| • Design Development phase          | Twenty percent (20%)   |
| • Construction Document phase       | Forty percent (40%)    |
| • Bidding and Negotiation           | Five percent (5%)      |
| • Construction Administration phase | Eighteen percent (18%) |
| • Operation Phase                   | Two percent (2%)       |

**Fee Breakdown:**

Task A: Design and Construction Documents Phase	\$151,740.00
Task B: Expenses and Record Drawings	\$ 4,200.00
Task C: Non Basic Services	\$ 63,415.00
<b>Total Fee</b>	<b>\$219,355.00</b>

**Fee Breakdown per Discipline: (Task A , B, and C)**

**Task A:**

Architect (Colome' & Associates)	\$120,360.00
Structural Engineering (ONM&J)	\$ 3,500.00
M.E.P. Engineering: (J.L.R.D.)	\$ 27,880.00
<b>Sub Total Professional services - Task A</b>	<b>\$151,740.00</b>

**Task B:**

<u>Expenses and Record Drawings (Colome' &amp; Associates)</u>	<u>\$ 4,200.00</u>
<b>Sub Total Professional services - Task B</b>	<b>\$ 4,200.00</b>

**Task C:**

Interior Design: (In Design Inc.)	\$ 46,545.00
Landscape Architecture and Irrigation Design (NSA)	\$ 3,800.00
Surveying (A & B Engineering)	\$ 4,080.00
Site Electrical, Canopy Lights, and Exist. Analysis (JLRD)	\$ 6,790.00
<u>Architect's Cost Estimating and Exist. Analysis (Colome')</u>	<u>\$ 2,200.00</u>
<b>Sub Total Professional Services - Task A and C</b>	<b>\$ 63,415.00</b>
<b>Total Fee</b>	<b>\$219,355.00</b>

**FEE RECAP Per Consultant:**

Colome' & Associates, Inc. (Architectural)	\$126,760.00
Neal, Smith & Associates (Landscape and Irrigation)	\$ 3,800.00
A & B Engineering (Boundary Surveying)	\$ 4,080.00
In Design, Inc. (Interior Designer)	\$ 46,545.00
ONM&J (Structural Engineering)	\$ 3,500.00
<u>J.L.R.D. (M.E.P. Engineering)</u>	<u>\$ 34,670.00</u>
<b>Total Fee</b>	<b>\$219,355.00</b>

- Additional Services

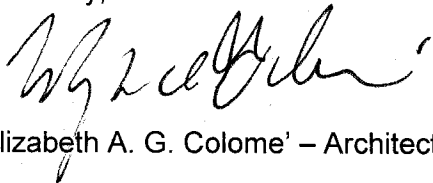
- Additional Services as requested by the Owner shall be on the Architectural and Engineering Hourly Basis as set forth in the executed Annual Contract for Architectural Service (R-2007-0392) or stipulated lump sum.
- Items excluded from this professional services fee proposal:

The following items are not included as part of this professional services fee proposal: LEED design services, Fees related to project applications, registrations, and permitting, Palm Beach County DRO – site plan approval, Palm Beach County variance applications, re-zoning, plat/unity of title services, FPL easements, asbestos studies related to demolition of existing building, civil design, geotechnical engineering services, traffic studies, environmental surveys, mechanical life cycle cost analysis.

- Acceptance

If you are agreement with the terms and provisions of this proposal, please sign and return one (1) copy for our records, as it will serve as an agreement between the two parties and as a notice to proceed.

Sincerely,



Elizabeth A. G. Colome' – Architect

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Accepted

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Date

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONSULTANTS

PROJECT NAME: PBC Library Main Branch - Renovations

PROJECT NO. 03209

NAME OF PRIME CONSULTANT: Colome' & Associates, Inc.

DESCRIPTION OF WORK Building Renovations

**PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS**

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Colome' & Assoc. Inc.	*	*	\$	\$	<u>\$126,760.00</u>	\$	\$
2. In.Design Studio, Inc.	*	*	\$	\$	<u>\$46,545.00</u>	\$	\$
3. Neal, Smith & Assoc.		*	\$	\$	\$	<u>\$3,800.00</u>	\$
4. A&B Engineering, Inc.	*	*	<u>\$4,080.00</u>	\$	\$	\$	\$
5.			\$	\$	\$	\$	\$
(Please use additional sheets if necessary)			Total <u>\$4,080.00</u>	\$	<u>\$173,305.00</u>	<u>\$3,800.00</u>	\$

Total Price \$ 219,355.00

Total SBE Participation \$ 181,185.00 Total

SBE % 82%

- Note:
1. The amounts listed on this form must be supported by the Subconsultant prices 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. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.

SCHEDULE # 2

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

PROJECT NO. 03209 PROJECT NAME: PBC Library Main Branch - Renovations

TO: Colome' & Associates, 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  Minority Business Enterprise

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women  Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 1-31-2007

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):

Prime Consultant – Professional Architectural Services

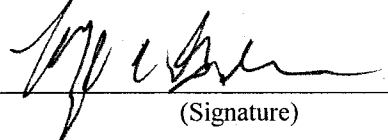
at the following price \$ \$126,760.00  
(Subconsultant's fee)

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 subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Colome' & Associates, Inc.  
(Print name of SBE-M/WBE Subconsultant)

By:   
(Signature)

Elizabeth A.G. Colome', President  
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: July 30, 2009

SCHEDULE # 2

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

PROJECT NO. 03209 PROJECT NAME: PBC Library Main Branch - Renovations

TO: Colome' & Associates, 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  Minority Business Enterprise

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women  Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 8-14-2007

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):

Subconsultant - Interior Design Services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

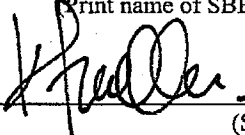
at the following price \$ \$46,545.00  
(Subconsultant's fee)

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 subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

In.Design Studio, Inc.  
(Print name of SBE-M/WBE Subconsultant)

By:   
(Signature)

Karen Hansen, Principal  
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: July 30, 2009

SCHEDULE # 2

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

PROJECT NO. 03209 PROJECT NAME: PBC Library Main Branch - Renovations

TO: Colome' & Associates, 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  Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian  Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 6-04-2007

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):

Subconsultant – Landscape Architect / Irrigation Design Services

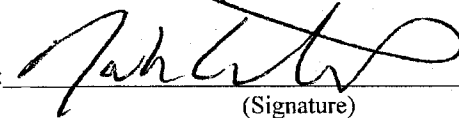
at the following price \$ \$3,800.00  
(Subconsultant's fee)

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 subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Neal, Smith & Associates  
(Print name of SBE-M/WBE Subconsultant)

By:   
(Signature)

Robert C. Smith -Principal  
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: June 16, 2009

SCHEDULE # 2

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

PROJECT NO. 03209 PROJECT NAME: PBC Library Main Branch - Renovations

TO: Colome' & Associates, 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 X  
Black X Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 3-23-2007

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):

Subconsultant - Land Surveying Services  
\_\_\_\_\_  
\_\_\_\_\_

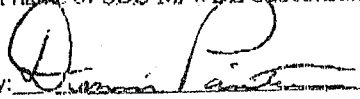
at the following price \$ \$4,080.00  
(Subconsultant's fee)

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 subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

A&B Engineering, Inc.  
(Print name of SBE-M/WBE Subconsultant)

By:   
(Signature)

Dennis Painter, R.L.S.  
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: June 16, 2009



**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project Name:** PBC Library Main Branch - Renovations

**Project Number:** 03209

**Contract/CSA/ Supplement Number:** Contract No. – R2007-0392, CSA No. - 6

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

**NONE**

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(Attach additional sheets as needed.)

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


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

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

THIS DISCLOSURE is submitted by Elizabeth A. G. Colome', as  
(Name of Individual)

Owner / President, of Colome' & Associates, Inc.  
(Title/Position) (Firm Name of Consultant)

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

  
\_\_\_\_\_  
(Signature)

July 30, 2009  
(Date)