

3H-2

Agenda Item #:

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

Meeting Date: February 2, 2010

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Budget transfer in the amount of \$209,053 from contingency reserves from the 2003 General Obligation Bond to the West Boynton Library project; and

B) Consultant Services Authorization (CSA) No. 10 to the contract with Colome & Associates, Inc. (R2007-0392) in the amount of \$174,053 to provide architectural/engineering services for renovations to the West Boynton Library.

Summary: CSA No. 10 will provide architectural and engineering services for permitting, design and construction phase services for the renovation of the West Boynton Library which includes mechanical, plumbing, electrical and interior design upgrades. The project is funded from the General Obligation Bonds issued in 2003 for \$30.5 million. This consultant is a Palm Beach County firm using all Palm Beach County sub-consultants. Colome & Associates, Inc. has an annual contract for architectural services which provides for a Small Business Enterprise (SBE) participation goal of 70%. The SBE participation for this CSA is 71.1%. When added to the consultant's participation to date the SBE participation is 74.2%. (Capital Improvements Division) District 5 (JM)

Background and Justification: The West Boynton Library is one of the projects approved in the Library Expansion II Program. The current facility has reached an age that necessitates renovation and upgrade of systems.

Attachments:

1. Location Map
2. Budget transfer
3. Budget Availability Statement
4. CSA No. 10

Recommended by: Annmarie Wolf 1/12/10
Department Director Date

Recommended by: Chris Jensen 1/26/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$209,053	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	\$209,053	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative) _____

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

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

The project is funded from the General Obligation Bonds issued in 2003 for \$30.5 million.

FISCAL REVIEW: Lavinia D. Gardner
Lavinia D. Gardner, Chief Financial Officer

III. REVIEW COMMENTS:

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

Jim Bond 1/25/10
OFMB
ND 1/14/2010 10:11 AM 1/14/10

Dr. J. Jacobs 1/26/10
Contract Administrator
E. Jones 1/26/10

B. Legal Sufficiency:

James C. Meyer 1/26/10
Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

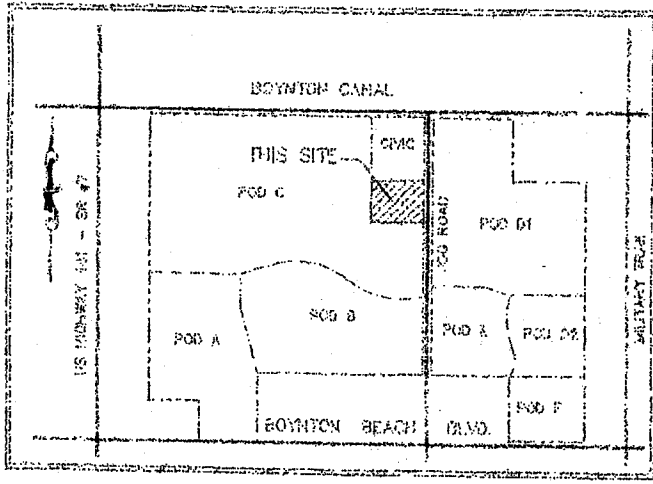
[Signature]
Department Director

COND.
MEDIAN

JCG ROAD R/W LINE EXTENSION

TOWNSHIP 45S
SECTION 22
RANGE 42E

JCG ROAD



LOCATION MAP
N.E.S.

10 - 0337

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 010410 - 655

BUDGET TRANSFER
FUND 3021 30.5M GO 03, LIBRARY IMPROVEMENTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/31/09	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>WEST BOYNTON BRANCH RENOVATION</u>							
321-L059 6505 Design/Eng/Mgmt-Cip Admin	0	0	209,053	0	209,053	0	209,053
<u>RESERVES</u>							
321-9900 9909 Res-Improvement Program	1,586,749	1,586,749	0	209,053	1,377,696	0	1,377,696
TOTAL APPROPRIATIONS & EXPENDITURES			209,053	209,053			

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

[Signature] 1/21/10

[Signature]

[Signature]

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF FEBRUARY 02, 2010

Deputy Clerk to the
Board of County Commissioners

10
1/14/2010

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 12/8/09 REQUESTED BY: Karen Arndt PHONE: 561-233-0208
FAX: 561-233-0270

PROJECT TITLE: West Boynton Library PROJECT NO.: 03226

ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#:

REQUESTED AMOUNT \$174,053 DATE:

CSA or CHANGE ORDER NUMBER: CSA 10

CONSULTANT/CONTRACTOR: Colome & Associates, Inc.

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

Professional services shall include architectural and engineering services including design, permitting and construction administration.

CONSTRUCTION	
PROFESSIONAL SERVICES	<u>\$174,053</u>
STAFF COSTS** (Design/Construction Phase)	<u>\$35,000</u>
MISC. (permits, prints, advertising, etcetera)	
TOTAL	<u>\$209,053</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: 3021 DEPT: 321 UNIT: L059 OBJ: 6505

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER
 FEDERAL/DAVIS BACON

BAS APPROVED BY Louise D. Gardner DATE: 1/4/2010

ENCUMBRANCE NUMBER: _____

Revised 03/30/04

CONSULTANT SERVICES AUTHORIZATION

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

**WEST BOYNTON LIBRARY
PROJECT NO. 03226
DISTRICT NO. 5**

THIS AUTHORIZATION NO. 10 to the Contract dated 3/13/07 (R2007-0392) 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, INC.**
530 24TH 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 including design, permitting and construction administration as detailed on the attached proposal dated November 13, 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 \$174,053.

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 # 4

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: _____
Burt Aaronson, Chairman

WITNESS:

[Signature]

CONSULTANT

By: *[Signature]*
Name:

Ashtley R. Williams
Name (type or print)

Title: President

Date: 12/21/09

Approved as to Form and Legal Sufficiency

Approved as to terms and conditions

Assistant County Attorney

[Signature]
Director - F D & O

Revised November 13, 2009

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

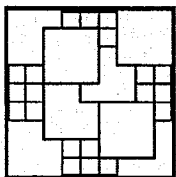
Re: **PBC Library West Boynton Branch - Renovations**
Project No. 03226
9451 Jog Road, Boynton Beach, Florida

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 building interior and exterior renovations to the existing West Boynton Branch Library located at 9451 Jog Road in Boynton Beach Florida. The project will consist of approximately 19,200 square feet of interior building renovations to the existing library building, including the reconfiguration of the existing check out, reference, and children's areas of the existing library, replacement of the existing HVAC chiller equipment and air handlers 1 and 2, replace PH-1 mechanical ductwork, replace existing faucets and sinks in restrooms, fire alarm system modifications, new telecommunications room, and lighting modifications, replacement of interior finishes including carpet, paint, wall base, tile flooring at lobby area, install new library equipment in Work Room 112, update intrusion and A/V systems, increase lighting in study areas, reconfigure Youth Services area, replace several doors throughout, interior signage, and reconfigure interior furniture layouts throughout library areas.

Exterior renovations consist of re-roofing of existing original metal and built-up roofing systems, replace existing parapet cap flashing, weatherproofing, painting and sealing exterior of building, re-sealing all exterior window systems, re-landscaping of the Jog Road frontage, new cool deck at building entry, re-surface all existing asphalt parking areas and re-stripe, replace monument sign, exterior site lighting, replace steel doors and frames, and items outlined with in the Scope of Work Report prepared by PBC and dated September 30, 2009.

- a. The scope of services shall include preparation of design intent report, 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 (May 2009), 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, civil engineering, 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 reviewing estimates and G.M.P. prepared by Construction Manager.
- Preparation and Permitting Submissions
 - Prepare and submit documents for permitting to the Palm Beach County Building Department.
- Construction Administration
 - Make a minimum of 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 and MEP engineering services as outlined above shall be based upon the stipulated lump sum of one hundred nineteen thousand six hundred forty eight (\$119,648.00) 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 eight hundred (\$4,800.00) 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 forty nine thousand six hundred and five (\$49,605.00) dollars.

Task A:

The fee breakdown is as follows:

- **Basic Fee:** - Based on DMS fee guidelines, construction budget = \$1,400,000. $\$1,400,000 \times 8.5462857\%$ (C curve) = \$119,648.00 – Architectural, and MEP Engineering.

Task B:

The fee breakdown is as follows:

- **Expenses and Record Drawings Fee:** - Reproduction, postage, record drawings, and plotting expenses = \$4,800.00

Task C:

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

1. Civil Engineering Services (Civil Design Inc.) - \$4,600.00
2. Project Boundary and Topographic Surveying (A & B Engineering) - \$6,375.00
3. Landscape Architect Design (NSA) - \$2,720.00
4. Electrical Site Lighting (JLRD) – \$1,900.00
5. M.E.P. As-Built drawings (JLRD) - \$1,590.00
6. Electrical Telecommunications, and A/V system (JLRD) – \$3,910.00
7. M.E.P. Field Verification of Existing Conditions (JLRD) - \$3,360.00
8. Architect's Field Verification of Existing Conditions (Colome' & Associates, Inc.) – \$2,200.00
9. Interior Design Services (In Design) - \$22,950.00

Sub Total of Task C = \$49,605.00

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	\$119,648.00
Task B: Expenses and Record Drawings	\$ 4,800.00
Task C: Non Basic Services	\$ 49,605.00
Total Fee	\$174,053.00

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

Task A:

Architect (Colome' & Associates)	\$ 86,558.00
M.E.P. Engineering: (J.L.R.D.)	\$ 33,090.00
Sub Total Professional services - Task A	\$119,648.00

Task B:

Expenses and Record Drawings (Colome' & Associates)	\$ 4,800.00
Sub Total Professional services - Task B	\$ 4,800.00

Task C:

Civil Engineering (Civil Design)	\$ 4,600.00
Surveying (Caulfield & Wheeler)	\$ 6,375.00
Landscape Architecture Design (NSA)	\$ 2,720.00
Electrical Site Lighting (JLRD)	\$ 1,900.00
Electrical Telecom, A.V systems, ect. (JLRD)	\$ 8,860.00
Architect's Field Verification (Colome')	\$ 2,200.00
Interior Design: (In Design Inc.)	\$ 22,950.00
Sub Total Professional Services - Task C	\$ 49,605.00
Total Fee	\$174,053.00

FEE RECAP Per Consultant:

Colome' & Associates, Inc. (Architectural)	\$ 93,558.00
Civil Design Inc. (Civil Engineering)	\$ 4,600.00
Neal, Smith & Associates (Landscape and Irrigation)	\$ 2,720.00
Caulfield & Wheeler (Boundary and Topographic Surveying)	\$ 6,375.00
In Design, Inc. (Interior Designer)	\$ 22,950.00
J.L.R.D. (M.E.P. Engineering)	\$ 43,850.00
Total Fee	\$174,053.00

- 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, structural engineering, 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

Accepted

Date

Palm Beach County West Boynton Branch Library Renovations

Project No. 03226

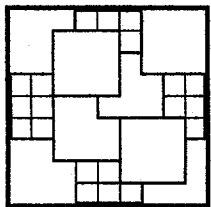
Preliminary Project Design & Permitting Schedule

Dated: Revised December 8, 2009

<u>Project Phase</u>	<u>Days</u>	<u>Due Dates:</u>
Notice to Proceed (Written Authorization)	-	February 2, 2010
<u>Schematic Design Document Submittal</u> (Including A/E Field Work)	-	March 17, 2010
Owner/ Construction Manager Review	26	April 12, 2010
<u>Design Development Document Submittal</u>	30	May 12, 2010
Owner/ Construction Manager Review	21	June 2, 2010
<u>50% Construction Documents</u>	42	July 14, 2010
Owner / Construction Manager Review	21	August 4, 2010
<u>95% Construction Documents</u>	42	<u>September 15, 2010</u>
Owner / Construction Manager Review	21	October 6, 2010
<u>95% Construction Manager's G.M.P. Pricing</u>	30	<u>November 5, 2010</u>
Building Department Permit Process (From November 5, 2010 Date)	78	January 28, 2011
<u>100% Construction Documents</u>	-	<u>January 28, 2011</u>
<u>Palm Beach County Construction Manager Award</u>		
Construction Manager's Notice to Proceed	-	March 1, 2011

Note:

- (1) Permit Process Estimate outside control of A/E and Owner. To be determined by the Palm Beach County Building Department.
- (2) Construction Schedule to be determined by Construction Manager.
- (3) Project schedule is based on calendar days.



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

This agreement (hereinafter "Agreement") between **Colome' & Associates, Inc.** of West Palm Beach (hereinafter "Client"), and **in-design, inc.** (hereinafter "IDC"- Interior Design Consultant), shall set forth the responsibilities for each party signing this Agreement.

1. **Job Description:**
Client is planning to renovate approximately 16,314 square feet of an existing library facility and has asked IDC to provide design related services (hereinafter "Project"), which are more particularly described herein:
2. **Job Location:**
The location of the interior space for which design services shall be performed: **West Boynton Library**, located in Boynton Beach, Florida (hereinafter "Location").
3. **Start Date/ Completion Date:**
Said start date shall begin upon receipt of the signed contract.
4. **Scope of Work:**
IDC will provide the basic services listed below for the Project. Work on each Phase will not begin until written Client approval has been obtained on each preceding Phase.

Phase I- Programming

1. IDC will meet with Client to analyze functional, organizational and budgetary needs for the Project. IDC will discuss the desired image and guidelines for the Project. IDC will field verify existing furniture locations on site and create a CAD drawing of the existing layout for reference purposes.

Phase II- Schematic Design

1. IDC will prepare a schematic plan showing new and/ or existing furniture (client/ owner to provide existing inventory) locations, floor patterns and wall finishes. IDC will present the proposed finishes, furniture, upholstery, decorative lighting, artwork and casework designs based on programming requirements, budget considerations and IDC's recommendation for style and quality. Project deliverables for this Phase include:
 - a. Generic finishes in loose presentation format.
 - b. Furniture, upholstery, decorative lighting and artwork selections.
 - c. Schematic decorative casework façade designs (reference, circulation and children's desks only).
 - d. Schematic floor covering and wall finish plans.
 - e. Schematic wall elevations, as required.

Phase III- Design Development

1. Client's approval will be required on "Schematics" before the commencement of the Design Development Phase. Graphic plans will show the location for Client's input and approval.
2. Project deliverables for this Phase include:
 - a. Conceptual CAD drawings of floor patterns, furniture locations, decorative ceiling designs and decorative lighting locations.
 - b. Final interior finish materials, furniture, upholstery, artwork, signage style and decorative lighting selections.

commercial interior design

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TEL: 561.620.8185 FAX: 561.620.9535 WWW.INDESIGNSTUDIO.NET

- c. Final conceptual casework façade and interior designs (reference, circulation and children's desks only).
- d. (3) Coordination meetings with Colome' & Associates, Inc.
- e. Two (2) sets of presentation boards indicating desired design style.

Phase IV- Construction Documents

1. Client's approval will be required on the Design Development Phase before the commencement of the Construction Document Phase. Drawings will be finalized showing the locations of Project related furniture. Furniture Symbols will be coded to the Furniture Specifications for ease of installation. A proprietary finish schedule, along with material specifications, will be produced as part of the Construction Documents issued to Client for bidding and construction. It is assumed that the contractor will furnish and install (CFCI) all interior finishes. Drawings and details reflecting preferred installation instructions for Client's approved design items will be produced and submitted to Client for inclusion into final Construction Documents.
2. Project deliverables for this Phase include:
 - a. Final CAD drawings of finishes, furniture, artwork, signage and decorative lighting locations with codes. All items shown shall have item numbers referencing the appropriate lists.
 - b. Final CAD drawings of elevations, casework facades and interiors (reference, circulation and children's desks only) and custom design details.
 - c. IDC shall review the implementation of the final drawings, details and specifications of the design intent with Client, as required.
 - d. Final computer generated Finish Schedule and proprietary Material/ Decorative Lighting/ Artwork Specifications and Vendors in notebook format.
 - e. Fire Tests and Maintenance Instructions for all specified finishes and upholstery in compact disc/ notebook format.

Phase V- Bidding

1. IDC shall provide assistance to Client and contractor(s) in interpreting the requirements of the Construction Documents related to Client's scope of Work. IDC shall review contractor(s) proposals for accuracy and cost appropriateness on behalf of Client, as required. Client shall be responsible for selecting the contractor(s) and awarding the bids.

Phase VI- Contract Administration

1. IDC will provide management services, acting as Client's agent, for the installation of the interior design products designed and specified by IDC. Reviewing shop drawings, managing Requests for Information (RFI), approving submittal of finishes and inspecting the installation of products specified are included in this phase of Work, as required. IDC shall keep Client informed of the quality of Work, and shall make best efforts to guard Client against defects and deficiencies in Work of the contractor(s).
2. Project deliverables for this Phase include:
 - a. (5) Job site visits, as required, to become familiar with the quality of Work and determine, in general, if Work is proceeding in accordance with the Construction Documents.

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- b. Punch List of deficient products and their installation. This Punch List is to be prepared after the contractor(s) is satisfactorily complete with his list of responsibilities.
- c. Recommendation to Client for rejection of Work, which does not conform to the Construction Documents.

5. Cost/ Compensation:

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

Twenty two thousand nine hundred fifty dollars (\$22,950.00)

The fee shall be billable as follows:

Phase I	Programming	\$1,377.00
Phase II	Schematic Design	\$4,131.00
Phase III	Design Development	\$6,655.50
Phase IV	Construction Documents	\$7,803.00
Phase V	Bidding	\$688.50
Phase VI	Contract Administration	\$2,295.00

Total: \$22,950.00

- b. The contract fee shall be billed monthly until Project completion.
- c. Should the scope of Work be substantially changed, or Client makes a decision which involves extra services or expenses for changes in or additions to Work (including but not limited to value engineering changes affecting Construction Documents), IDC shall be paid for such services over and above the total compensation as referred herein, at the hourly rate of \$125.00. Client shall be informed of additional fees prior to Work being performed.
- d. Any revisions made after the commencement of the Construction Document Phase shall be billed at the hourly rate of \$125.00.
- e. The following expenses are included: travel expenses for (5) job site visits, (3) Client meetings (3) sets of full size black line CAD drawings, (2) sets of presentation boards/ materials and postage/ mailing.

6. Client Responsibilities:

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

7. Payment; Default:

- a. Invoices for IDC's fees shall be submitted for Work accomplished. All invoices are due and payable upon receipt. Client shall make payment within thirty (30) business days from the date of the invoice.
- b. Failure to make payment within the specified time will be considered a default in this Agreement and shall cause IDC to cease all Work on the Project until payment has been received.
- c. Payments due to IDC under this Agreement shall bear interest at the highest rates allowable under Florida law.

commercial interior design

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

in-design, inc.- IB #0001265
2080 N.W. Boca Raton Blvd., Suite 3
Boca Raton, Florida 33431

Colome' & Associates, Inc.
530 24th Street
West Palm Beach, Florida 33407

By:  _____

By: _____

Karen Hansen
Principal

Elizabeth Colome'
President

Date: 09.25.09 _____

Date: _____

commercial interior design

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SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONSULTANTS

PROJECT NAME: PBC Library West Boynton Branch - Renovations

PROJECT NO. 03226

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>\$93,558.00</u>	\$	\$	
2. In.Design Studio, Inc.	*	*	\$	\$	<u>\$22,950.00</u>	\$	\$	
3. Neal, Smith & Assoc.		*	\$	\$	\$	<u>\$2,720.00</u>	\$	
4. Civil Design Inc.		*	\$	\$	\$	<u>\$4,600.00</u>	\$	
5.			\$	\$	\$	\$	\$	
(Please use additional sheets if necessary)			Total	\$	\$	<u>\$116,508.00</u>	<u>\$7,320.00</u>	\$

Total Price \$ 174,053.00

Total SBE Participation \$ 123,828.00 Total

SBE % 71%

- Note:
- 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.
 - 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.
 - 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. 03226 PROJECT NAME: PBC Library West Boynton 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 _____ Hispanic _____ Women X 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

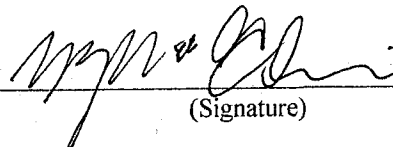
at the following price \$ \$93,558.00
(Subconsultant's fee)

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: October 14, 2009

SCHEDULE # 2

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

PROJECT NO. 03226 PROJECT NAME: PBC Library West Boynton 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 _____ Hispanic _____ Women X 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 \$ \$22,950.00
(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]
(Signature)

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

Date: October 14, 2009

SCHEDULE # 2

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

PROJECT NO. 03226

PROJECT NAME: PBC Library West Boynton 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 _____

Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: March 2, 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):

Civil Engineering services (paving and re-striping) to include design, permitting and construction phase services.

at the following price \$ \$4,600.00
(Subconsultant's fee)

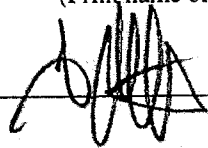
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

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.

Civil Design, Inc.

(Print name of SBE-M/WBE Subconsultant)

By:  (Signature)

T. Jeff Trompeter, President

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

Date: November 10, 2009

SCHEDULE # 2

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

PROJECT NO. 03226 PROJECT NAME: PBC Library West Boynton 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 / Landscape Design Services

at the following price \$ \$2,720.00
(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: October 14, 2009

CONFLICT OF INTEREST DISCLOSURE FORM

Project Name: PBC Library West Boynton Branch - Renovations

Project Number: 03226

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

(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)

October 14, 2009
(Date)