

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 20, 2014

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Leo A. Daly Company in the amount of \$1,817,156 for professional architectural and engineering design services for the Convention Center Parking Garage project.

Summary: This contract provides for the design of the Convention Center Parking Garage with approximately 2740 spaces. The garage project is proceeding at this time in order to coordinate with adjacent hotel construction and the loss of surface parking where the hotel will be constructed. Approval to proceed with the project as well as establishment of the design services budget (\$2,000,000) was approved by the Board at the November 19, 2013, meeting. The remainder of the project is estimated at \$58,400,000 and will be financed through a bond to be issued in early 2015 using bed taxes to pay the future debt service. The Small Business Enterprise (SBE) participation for this contract is 23.6%. Leo A. Daly Company is a Palm Beach County firm. (Capital Improvements Division) District 7 (JM)

Background and Justification: Selection for architectural services for the Convention Center Parking Garage project was performed under Board adopted procedures pursuant to the Consultant Competitive Negotiations Act (CCNA) and Florida Statute 287.055. On February 26, 2014, Leo A. Daly Company was selected for these services. This contract only includes design services. Construction administration services will be brought to the Board for approval at a later date.

Attachments:

1. Budget Availability Statement
2. Contract
3. Disclosure of Ownership Interests

Recommended by:

Department Director

4/23/14
Date

Approved by:

County Administrator

5/14/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$1,817,156	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	\$1,817,156				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 3804 Dept 411 Unit B572 Object 6502
Reporting Category _____

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

This project is funded by bed taxes.

C. Departmental Review: _____

III. REVIEW COMMENTS:

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

4/25 4/28/2014
OFMB 8/100

4/30/14
Contract Administrator
4-30-14 B. W. Hult

B. Legal Sufficiency:

5/1/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 04/18/14 REQUESTED BY: John Chesher PHONE: 233-0266
FAX: 233-0270

PROJECT TITLE: Convention Center Parking Garage PROJECT NO.: 13217

ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#:
DATE:

REQUESTED AMOUNT: \$1,817,156

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Leo A. Daly

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

Contract for professional architectural and engineering design services.

CONSTRUCTION	
PROFESSIONAL SERVICES	<u>\$1,817,156</u>
STAFF COSTS** (Design/Construction Phase)	<u>tbd</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$1,817,156</u>

*** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.*


BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3804 DEPT: 46 UNIT: B572 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): ☒ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? ☒ YES ☐ NO

BAS APPROVED BY:  DATE: 4-21-14

ENCUMBRANCE NUMBER: 042114-367

CONTRACT FOR ARCHITECTURAL/PROFESSIONAL SERVICES
Convention Center Parking Garage
Project No. 13217

This Contract is made as of _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Leo A Daly Company**, a corporation authorized to do business in the State of Florida, hereinafter referred to as ARCHITECT or Consultant, whose Federal I.D. number is 47-0363104.

In consideration of the mutual promises contained herein, the COUNTY and the ARCHITECT 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 by 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, Architectural 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 ARCHITECT 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 ARCHITECT

1.1 General

1.1.1 ARCHITECT shall provide for COUNTY Professional Architectural services in all phases of the Project to which this Contract applies as hereinafter provided. These services will include serving as COUNTY'S professional architectural representative for the project, providing professional architectural consultation and advice and furnishing

customary civil, structural, mechanical, electrical, and plumbing engineering services, surveying, geotechnical services, landscape architectural services, and regulatory services incidental thereto.

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

1.1.6 In the performance of this Contract, the ARCHITECT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual for Design Professionals, latest edition, prepared by COUNTY. If ARCHITECT fails to comply with the Manual, it shall redesign at no additional cost to the COUNTY.

1.2 Schematic Design Phase

After written authorization to proceed:

1.2.1 The ARCHITECT shall review the program (if one provided by the COUNTY), to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.

1.2.2 The ARCHITECT shall provide a preliminary evaluation of the COUNTY'S program, schedule and construction budget requirements, each in terms of the other.

1.2.3 The ARCHITECT shall review with the COUNTY alternative approaches to design and construction of the Project.

1.2.4 Based on the mutually agreed upon program, schedule and construction budget requirements, the ARCHITECT shall prepare for approval by the COUNTY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.2.5 not used

1.2.6 Furnish ten (10) copies of the Schematic Design Documents (6 full size and 4 reduced size) and disc with files in pdf and review them in person with the COUNTY.

1.2.7 Concurrent with the completion of the schematic design phase, the ARCHITECT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the ARCHITECT must submit applications for each in order to meet project schedule requirements. The ARCHITECT 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 ARCHITECT.

1.3 Design Development Phase

After written authorization to proceed:

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

1.3.2 Furnish ten (10) copies of the Design Development documents (6 full size and 4 reduced size) and disc with files in pdf and present and review them in person with the COUNTY at 100% completion status.

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 ARCHITECT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI) Institute's Manual of Practice.

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

1.4.3 not used

1.4.4 The ARCHITECT shall provide the COUNTY with a status report on all approvals and permits required to construct the project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the ARCHITECT.

1.4.5 Furnish ten (10) copies (6 full size and 4 reduced size) and disc with files in pdf 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 ARCHITECT. On the basis of the accepted 95% 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 at no additional cost to COUNTY (100% Construction Drawings).

1.4.6 Provide reproducibles and a CD of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY'S use to issue bidding documents. ARCHITECT shall deliver interim copies in electronic format if requested by the COUNTY.

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

1.4.8 ARCHITECT 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, ARCHITECT 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 unless an exception is approved by the COUNTY.

1.5 Bidding or Negotiating Phase

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

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

1.5.2 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.

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

1.5.4 The Owner may select a Construction Manager for this project (the "Construction Manager"), and the Architect shall coordinate its Services (Basic and Additional) hereunder with the Construction Manager. The Owner may direct the Architect to recognize the Construction Manager as its representative for the performance of various duties hereunder which are otherwise defined as the responsibility of the Owner hereunder. Architect hereby acknowledges such appointment. Nothing in the CM Contract will confer

direct responsibility on the Construction Manager for the Architect's services, nor shall anything contained therein diminish Architect's responsibility for its services as set forth hereunder.

1.5.4.1 At the completion of each phase of design, Owner will furnish Architect with either a cost estimate or a Guaranteed Maximum Price proposal prepared by Construction Manager based upon the design prepared by the Architect. If the cost estimate is over the stated budget for the project or if owner does not accept the Construction Managers Guaranteed Maximum Price proposal, the Architect shall participate with the Owner and Construction Manager in constructability reviews and shall revise the documents as necessary in order to construct the project within the budget. The Architect shall participate with the Owner in reviewing the final Guaranteed Maximum Price proposal documents, together with its supporting assumptions, clarifications, and contingencies.

1.5.4.2 After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

1.6 Construction Administration Phase

After written authorization to proceed:

1.6.1 General Administration of Construction Contract. ARCHITECT 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, conduct progress meetings, and record meeting minutes.

1.6.2.2 ARCHITECT and its subconsultants as necessary, shall make periodic and regular, but no less than **once per week** visit to the site, at intervals appropriate to the various stages of construction as ARCHITECT 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, ARCHITECT shall verify and determine if such work is proceeding in accordance with the Contract Documents and Contractor's Schedule and ARCHITECT shall keep COUNTY informed of the progress of the work. Written reports of ARCHITECT'S visits shall be provided to COUNTY.

1.6.2.3 The purpose of ARCHITECT'S representation at the site will be to enable the ARCHITECT to better carry out the duties and responsibilities assigned to and undertaken

by ARCHITECT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, ARCHITECT 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 ARCHITECT'S observations, ARCHITECT shall disapprove of or reject Contractor(s) work while it is in progress if ARCHITECT 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. ARCHITECT 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. ARCHITECT 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. ARCHITECT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with COUNTY prior to making a determination.

1.6.7 Inspections and Tests. ARCHITECT shall have authority to require special inspection or testing of the work. ARCHITECT 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. ARCHITECT 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, ARCHITECT 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. ARCHITECT shall review Contractor's extra work proposals and advise COUNTY of acceptability of proposed change and cost of change.

1.6.9 Contractor's Applications for Payment. Based on ARCHITECT'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 ARCHITECT 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 ARCHITECT'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, ARCHITECT'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, ARCHITECT represents that to the best of the ARCHITECT'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. ARCHITECT 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 ARCHITECT 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 ARCHITECT shall transmit them to COUNTY with written comments.

1.6.11 Punchlist. When requested by the COUNTY, ARCHITECT 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. ARCHITECT 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 ARCHITECT 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 AutoCAD dwg files as well as pdf 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 ARCHITECT and ARCHITECT's own observations and which ARCHITECT considers significant.

1.7 Operational Phase

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

1.7.1 Provide assistance, consistent with contractual services, in conjunction 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 ARCHITECT

2.1 ARCHITECT shall notify COUNTY immediately in writing of all changes to the Scope of Work which may increase or decrease the ARCHITECT's cost or the duration of ARCHITECT'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 ARCHITECT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of ARCHITECT'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 ARCHITECT 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 ARCHITECT'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 ARCHITECT.

2.3.3 Providing 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, and landscape architectural services incidental thereto). Subcontractual services which include new Project team members may be invoiced at the actual fees paid by the ARCHITECT plus an additional cost of ten percent (10%) for these services to compensate ARCHITECT, 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 ARCHITECT 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 ARCHITECT.

2.3.8 Providing any type of property surveys or related 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 ARCHITECT 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 significant changes requested by COUNTY, which require significant additional design services from the ARCHITECT.

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 ARCHITECT:

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 ARCHITECT'S services for the Project.

3.2 As requested, in writing by ARCHITECT, 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 ARCHITECT to enter upon property as required for ARCHITECT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT. If requested by ARCHITECT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of

ARCHITECT. 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 ARCHITECT or ARCHITECT'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 ARCHITECT 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 ARCHITECT data or estimated figures as to COUNTY'S anticipated costs for services to be provided by others for COUNTY so that ARCHITECT may make the necessary findings to support opinions of probable Total Project 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 ARCHITECT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of ARCHITECT'S services, or any defect or non-conformance in the work of any Contractor.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases, 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 ARCHITECT'S services shall be adjusted equitably.

4.3 If ARCHITECT'S services for design or during construction of the Project are delayed or suspended in whole or in part by COUNTY for more than nine months for reasons beyond ARCHITECT'S control, ARCHITECT shall be entitled to an equitable adjustment in compensation.

4.4 In the event that the work designed or specified by ARCHITECT is to be furnished or performed under more than one prime contract, or if ARCHITECT'S services are to be

separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), COUNTY and ARCHITECT shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of ARCHITECT'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 – FEE and PAYMENTS TO ARCHITECT

5.1 Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and ARCHITECT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Prior to execution of a fixed price authorization, the ARCHITECT 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. ARCHITECT agrees that fee is not tied to construction cost.

5.1.2 Subcontractual service shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

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

5.3 When a service is to be compensated for on a time charge/not to exceed basis, the ARCHITECT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the ARCHITECT for costs incurred in excess of the total not to exceed cost amount. The ARCHITECT shall notify the COUNTY in writing when 90% of the not to exceed amount has been reached.

5.3.1 The COUNTY agrees to pay the ARCHITECT compensation for services rendered as set forth in Exhibit A.

5.4 The ARCHITECT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified

deliverables. Where incremental billings for partially completed items are permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.5 ARCHITECT 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 ARCHITECT's work shall be included with each billing.

5.6 Pay Applications received from the ARCHITECT 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.

5.7 If Out-of-pocket expenses are authorized, they 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 ARCHITECT or ARCHITECT'S subconsultants 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.

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

6.1.1 The construction cost of the Project means the total cost to COUNTY of those

portions of the entire Project designed and specified by ARCHITECT.

6.1.2 There shall be a Fixed Construction Budget Cap which will be determined upon completion of the Schematic Design Phase for this Project and the ARCHITECT agrees to maintain this amount or it shall redesign at no cost to the COUNTY until the project can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the Capital Improvements Division Director or his/her designee. Similarly, add Alternates for program requirements are not allowable in order for the ARCHITECT to lessen costs to meet the Fixed Construction Budget Cap.

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

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

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

Although specific provisions of this Contract refer to some services with terms such as complete, accurate, full extent, highest, in detail, verify, certify, represent, substantiate, inspect, monitor, discover, as often as necessary, approve, accept, reject, and enforce,

such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The ARCHITECT 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.

7.2 Termination

This Contract may be canceled by the ARCHITECT 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 ARCHITECT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the ARCHITECT. Unless the ARCHITECT is in breach of this Contract, the ARCHITECT 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 ARCHITECT 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 ARCHITECT, 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 ARCHITECT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the ARCHITECT, 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 ARCHITECT, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the ARCHITECT 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 ARCHITECT'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 three (3) years following final payment. County has the authority and right to audit ARCHITECT'S records under this provision.

7.4 Personnel

7.4.1 The ARCHITECT 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 ARCHITECT 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 ARCHITECT'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 ARCHITECT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 7.1 above.

7.4.2 ARCHITECT'S Representative

Concurrent with its fee proposal, the ARCHITECT shall advise the COUNTY of the name of its proposed Project Manager. The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this contract. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the ARCHITECT'S designated Project Manager

and the right to require the ARCHITECT to replace its designated Project Manager with another individual acceptable to the COUNTY.

7.4.3 Criminal History Records Check

Pursuant to County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance, the County will conduct -a finger print based criminal history record check on all employees of consultants and subconsultants of consultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility ("Critical Facilities") or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses. The Consultant understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this Ordinance, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the County) of compliance with this County Code.

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

7.5 SBE Participation

The Palm Beach County Board of County Commissioners has established a **minimum** goal for SBE participation of **15%** on all County solicitations. ARCHITECT has committed to providing 23% SBE participation under this contract.

The consultant 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 consultant incorporates Schedule 1 (participation of SBE-M/WBE Contractors)

and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, percentage or 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 sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage or dollar value. The consultant 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 consultant understands that it is the responsibility of the Department letting the Contract and OSBA to monitor compliance the Palm Beach County Code SBE requirements. In that regard, the consultant agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The consultant further agrees to provide OSBA with a copy of their Contract with the SBE sub-consultant or any other related documentation upon request.

After contract award, the consultant will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

The consultant understands that it is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other proposers or potential proposers.

The consultant agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

7.6 Non-Discrimination

The ARCHITECT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

7.7 Independent Contractor Relationship

The ARCHITECT 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 ARCHITECT'S sole direction, supervision, and control. The ARCHITECT 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 ARCHITECT'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 ARCHITECT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

The ARCHITECT 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.

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

7.8 Contingent Fees

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

7.9 Authority to Practice

The ARCHITECT 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 ARCHITECT. The ARCHITECT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The ARCHITECT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

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 ARCHITECT 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 ARCHITECT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ARCHITECT under the contract.

7.12.2 **Commercial General Liability** ARCHITECT 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. ARCHITECT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** ARCHITECT 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 ARCHITECT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing ARCHITECT 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. ARCHITECT shall provide this coverage on a primary basis.

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

7.12.5 **Professional Liability** ARCHITECT 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 ARCHITECT'S most recent annual report or audited financial statement. For policies written on a Claims-

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 ARCHITECT 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 ARCHITECT 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, ARCHITECT will incur and assume no liabilities for reuse unless ARCHITECT 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 ARCHITECT 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General, Palm Beach County Code, Section 2-421 – 2 -440, as may be amended.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon ten (10) business days prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14 Remedies

This contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract 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.

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

Pursuant to Section 558.0035 Florida Statutes, Leo A. Daly is the responsible party for the professional services it agrees to provide under this agreement. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this contract.

7.15 Indemnification

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

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.

7.16 Conflict of Interest

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

Any actual or potential conflict between the ARCHITECT'S interests and the ARCHITECT'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 ARCHITECT. The ARCHITECT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.17 Excusable Delays

The ARCHITECT 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 ARCHITECT 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 ARCHITECT'S work force, company or agent's thereof; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the ARCHITECT'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 ARCHITECT'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.

7.18 Arrears

The ARCHITECT 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 ARCHITECT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.19 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 ARCHITECT of the COUNTY'S notification of a contemplated change, the ARCHITECT 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 ARCHITECT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ARCHITECT 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 ARCHITECT shall not commence work on any such change until such written amendment has been issued.

7.20 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 ARCHITECT shall be mailed to:

LEO A DALY
1400 Centrepark Boulevard, Suite 500
West Palm Beach, Florida 33401
Attention: William A. Hanser, Vice President, Managing Principal

7.21 Severability

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.

7.22 Entirety of Contractual Agreement

7.22.1 The COUNTY and the ARCHITECT 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.

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

Exhibit A	-	Scope of Work and Fee
Exhibit B	-	not used
Exhibit C	-	SBE-M/WBE Schedules 1 and 2
Exhibit D	-	Insurance Certificates
Exhibit E	-	Conflict of Interest Disclosure Form

7.23 Successors and Assigns

The COUNTY and the ARCHITECT 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 ARCHITECT 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 ARCHITECT.

7.24 Public Entity Crimes

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

7.25 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to RFP or any resulting contract.

7.26 Scrutinized Companies

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ARCHITECT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

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

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

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anthony W. Welf
Director – FD&O

By: [Signature]
County Attorney

WITNESS:

LEO A DALY COMPANY:

Jacey Taylor
Signature

[Signature]
Signature

Jacey Taylor
Name (type or print)

W. D. HANGER
Name (type or print)

V.P.
Title

EXHIBIT A
SCOPE OF WORK & FEE

LEO A DALY

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS



EST. 1915

ABU DHABI
ATLANTA
AUSTIN
BENGHAZI
CHICAGO
COLLEGE STATION
DALLAS
DENVER
DOHA
FORT WORTH
HONOLULU
HOUSTON
ISTANBUL
LAS VEGAS
LOS ANGELES
MIAMI
MINNEAPOLIS
OMAHA
RIYADH
SACRAMENTO
SAN ANTONIO
SAN MARCOS
TAMPA
TRIPOLI
WACO
WASHINGTON, DC
WEST PALM BEACH

March 19, 2014
Revised April 7, 2014
Revised April 18, 2014

Mr. John Chesher
Director
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Re: PBC Convention Center Parking Garage Proposal

Dear Mr. Chesher;

Please find included our revised proposal for the Convention Center Parking Garage Project.

Thank you for giving us the opportunity to continue our relationship with Palm Beach County and to assist you in seeing your project become a reality. Our proposal agreement is provided hereafter.

Whereas, LEO A DALY, 1400 Centrepark Blvd., Suite 500, West Palm Beach, Florida 33401 (Hereinafter Architect) has made an agreement (Hereinafter Prime Agreement) with Palm Beach County (Hereinafter Client) for the Convention Center Parking Garage (Hereinafter the Project);

I. PROJECT SCOPE

- A. The scope of the project shall include Architectural, Civil, Survey, Geotechnical, Landscape, Irrigation, Mechanical, Electrical, Plumbing and Fire Protection services for the new approximately 2740 parking space multi-level parking garage to be located adjacent to the Palm Beach County Convention Center.
- B. The proposed parking garage will consist of approximately 9 total levels; 1 underground, 1 ground level and 7 elevated decks.
- C. The proposed project will include a new covered entry/drop off component for the Convention Center. The new covered drop off will be located at the Southeast end of the building.
- D. The Architect will provide all programming, schematic design, design development, construction documents and construction administration services required to fully design and support the Project as outlined hereafter.

FLORIDA LICENSE
NO. AAC000734

1400 CENTREPARK BOULEVARD
SUITE 500
WEST PALM BEACH, FL 33401
TEL 561.688.2111
FAX 561.697.8040
www.leoadaly.com

LEO A DALY

To: Mr. John Chesher
Re: PBC Convention Center Parking Garage Proposal
Date: April 18, 2014
Page: 2 of 9

PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS



EST. 1915

ABU DHABI
ATLANTA
AUSTIN
BENGAZI
CHICAGO
COLLEGE STATION
DALLAS
DENVER
DOHA
FORT WORTH
HONOLULU
HOUSTON
ISTANBUL
LAS VEGAS
LOS ANGELES
MIAMI
MINNEAPOLIS
OMAHA
RIYADH
SACRAMENTO
SAN ANTONIO
SAN MARCOS
TAMPA
TRIPOLI
WACO
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- E. The Design Team will be responsible for creating a design intent report which will consist of narrative information and schematic diagrams defining the design teams approach and understanding of the project.
- F. The Architect will coordinate the work of all other design professionals including, but not limited to, Parking Garage Planning, Traffic Consulting, Geotechnical, Civil, Structural, MEP Engineering, Landscape and Irrigation services.
- G. The contracting format will be CM at risk.

II. PROGRAMMING

- A. The Consultant shall utilize a compilation of available documentation, confer with representatives of the Convention Center, the Counties Project Manager, Stakeholders and other jurisdictional agencies in order to comprehensively identify the Owners current and future parking needs for the Palm Beach County Convention Center Parking Garage. Design options and parking quantity requirements will be studied as part of this phase of the project.
- B. The Consultant shall utilize a compilation of available documentation, confer with representatives of the Convention Center, the Counties Project Manager and Stakeholders in order to identify the Owners future growth/master planning requirements for the Convention Center Facility.
- C. The Architect will obtain, and provide a review of, the previously approved site plan identifying the Project requirements; land -use regulations (parking, setbacks, open space), etc.
- D. The Deliverable to be furnished at the completion of the programing phase shall be a written Design Intent Report defining the parking demand, site requirements, regulatory requirements and description of the proposed systems to be incorporated within the project.
The Convention Center future growth/master planning study shall consist of an overall floor plan and site plan defining the Owners future requirements for growth. The masterplan effort will be completed after planning meetings with representatives of the Convention Center, the Counties Project Manager and Stakeholders in order to identify the Owners future growth/master

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LEO A DALY

To: Mr. John Chesher
Re: PBC Convention Center Parking Garage Proposal
Date: April 18, 2014
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planning requirements for the Convention Center Facility. The master planning deliverable will be a colored schematic floor plans superimposed on the existing site plan defining estimated square footage, massing, spatial adjacency needs and general size of the future Convention Center Facility Development.

- E. The Architects conceptual design shall be developed in conjunction with cost estimating prepared by the selected Construction Management team.
- F. The Architect shall determine the critical project requirements necessary for the preparation of the Schematic Design Phase services noted hereafter.

III. DESIGN SERVICES

- A. Schematic Design Services; the Architect shall provide full Schematic Design services to include the following;
 - 1. Preparation of final schematic design documents which shall delineate the internal and external space and circulation requirements of the parking garage.
 - 2. Coordinate work with the project Structural and MEP Engineers to ensure that the base building components and building structure are coordinated with mechanical, electrical, data and communication systems.
 - 3. Review MEP requirements and ensure adequate pathways and structure are in place to allow for the mechanical and electrical system design.
 - 4. Work with the structural engineering team to determine bay sizing, structural grid layout and optimum building systems.
 - 5. Work with the Civil Engineer to determine facility layout requirements and locations of incoming services.
 - 6. Work with the Civil Engineer to determine the new requirements for the access drive leading to the parking garage/convention center.
 - 7. Parking Garage Site Survey – the topographic survey will include the location of all site structures including all utility structures, facilities, tree locations and easements as they relate specifically to the new area of construction. This is a process that will start early in the programming/design phase of the project.
 - 8. Geotechnical Site Investigation consisting of standard penetration test (SPT) borings. The results of the each test boring will be presented in the form of a Test Boring Record (or log) which will contain a description of the

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subsurface materials and the depths at which they were encountered, their standard penetration resistance and the groundwater levels measured at the time of boring completion. This is a process that will start early in the programming/design phase of the project.

9. Prepare preliminary site plans and information to be used in the City of West Palm Beach regulatory site plan approval process.
10. One 100% Schematic Design submission has been assumed for the Schematic Design Phase of the project.

B. Design Development Services; the Architect shall provide full Design Development services to include the following;

1. Design Development documents consist of continued development and expansion of the Architectural, Civil, Structural, MEP/FP, and Landscape/Irrigation validated Schematic Design Documents to establish the final scope, relationships, form, size, and appearance of each element through:
 - a. Plan sections and exterior elevations;
 - b. Typical construction details
 - c. Final materials selection.
2. One submission has been assumed for the Design Development phase of the project.

C. Construction Documents; the Architect shall provide full Construction Document services as noted hereafter:

From the approved Design Development Documents, LEO A DALY and the design team will prepare for written approval by the County, Final Construction Documents setting forth all design drawings and specifications suitable for bidding, permitting and the construction of the facility.

LEO A DALY will produce a 50% and 95% Construction Document Deliverable for review and approval by the County. This Phase of the project will include the following:

1. Prepare a full set of construction documents for the Architectural elements and systems including coordinating the set with other disciplines, including but not limited to, structural, civil, mechanical, electrical, plumbing, fire protection and landscape/irrigation services.
2. Construction Documents including final dimensioned

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layout plan for the building with necessary construction details, wall sections and schedules of sufficient detail to obtain a building permit.

3. Civil, Structural, mechanical, electrical, plumbing, fire sprinkler, landscape/irrigation systems design documentation.
4. Provide full specifications for all systems.

IV. BIDDING & NEGOTITATION PHASE

Leo A Daly will assist the County in the Bidding and Negotiation Phase of the project, this phase will include the following:

1. Attend Pre-Bid Meeting
2. Review and respond to bidding questions.
3. Issue clarification sketches or drawings (if required).

V. PERMITTING PHASE

LEO A DALY will be responsible for submitting the signed and sealed construction documents to the designated contractor for submission to the Building Department for permitting. The Design Team will respond to the permitting officials' comments and incorporate any required comments into the final construction document set.

VI. CONSTRUCTION ADMINISTRATION PHASE

The Architect shall visit the site at appropriate intervals to check and report to the Client on the progress and general quality of the work and to determine, in general, if such work is proceeding according to the Construction Documents. The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the acts or omissions of the contractor, subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Construction Documents.

LEO A DALY will promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Contractor. Changes or substitutions to the construction documents will not be authorized without concurrence of the Counties Project Manager and/or Field Representative.

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LEO A DALY will report on the progress of the Work, including any deficiencies that may be observed in the Work. LEO A DALY and/or

Subconsultants will not be required to make extensive inspections or provide continuous daily on-site inspections (except for approved structural threshold inspection services) to check the quality or quantity of the Work unless otherwise set forth in this Agreement.

Leo A Daly will be responsible for attending two Owner/Architect/Contractor (O.A.C) meetings per month and writing minutes for all O.A.C meetings and field inspections.

VII. DELIVERABLES

At the conclusion of each of the above noted submittal phases (4) half size and six full size sets of plans for review and comment will be provided to the Owner. A disk containing each deliverable in .pdf format will additionally be provided to the Owner at each deliverable.

Two additional Signed and Sealed sets of drawings/specifications will be submitted to the Building Department for permitting.

VIII. PROJECT SCHEDULE

1. Preliminary Phase (Masterplanning/Programming/Design Intent Report)- 6 weeks
2. Schematic Design Phase- 8 weeks
3. Design Development Phase- 8 weeks
4. 50% Construction Documents Phase- 5 weeks
5. 95% Construction Documents Phase- 5 weeks
6. 100% Construction Documents Phase- 2 weeks

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IX. SUB-CONSULTANTS

We have identified the following Sub-Consultants that will assist LEO A DALY in the performance of its professional design services.

Sub-Consultant Name	Discipline/Design Service
Timothy Haahs & Associates, Inc.	Parking Consultant/Designer
Civil Design Inc.	Civil Engineering Survey-Brown & Phillips Traffic Consulting-PTC Transportation Consultants
ONM&J Engineering	Structural Engineering Services Geotechnical Services-Tierra
ONM&J Engineering	Structural Threshold Inspections
Timothy Haahs & Associates, Inc.	Structural Peer Review
Gartek Engineering	Mechanical, Electrical, Plumbing and Fire Protection Engineering
Cotleur & Hearing, Inc	Landscaping, Irrigation & Site Regulatory

VIII. FEE PAYMENT SCHEDULE

- A. Compensation for the scope of work outlined herein shall be as defined in Exhibit "A" attached.

IX. EXPENSES

Expenses for printing, travel, long-distance communications-telephone, fax and video conference, communications (including postage, express mail and couriers), computer time, printing, plotting and copying are included in our compensation noted above.

X. ADDITIONAL TERMS AND CONDITIONS

- A. The following sub-consultants and work product are not included in Architect's scope of services:
1. Acoustical Consultant
 2. Special Lighting Consultant
 3. Testing of any existing conditions considered necessary.
 4. Detailed Design of Convention Center Expansion (beyond

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massing/masterplanning effort).

5. The site regulatory approval process scope of work shall be as outlined in Cotleur & Hearings proposal dated March 12, 2014/April 3, 2014.
 6. The sprinkler system design included as part of the Construction Documents shall be a performance based design only. Final signed and sealed fire sprinkler drawings will be required as part of the shop drawing review process.
 7. LEED Accreditation or related design services or submissions are not included as part of this proposal.
 8. Cost estimating services are to be completed by the Construction manager and are not included as part of this proposal.
 9. All impact and permitting fees will be paid for by the County.
 10. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, LEO A DALY IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**
- B. Field discovered and other unanticipated conditions requiring work outside the scope of this Contract will be brought to the Owner's attention. With the Owner's written consent, services required will be performed and billed as an Additional Service at the rates stipulated herein.
- C. The Architect shall be available to provide Additional Services in addition to the services previously outlined and beyond the scope of this Agreement when authorized by the Owner. Such authorization shall be in the form of an Addendum to this Agreement. All Addenda shall give a brief description of the Project and corresponding fee based on a single stipulated sum or billed at the hourly rates stipulated herein. When executed by the Parties, all Addenda will incorporate all the applicable terms and conditions as outlined in this Agreement. The following standard billing rates are applicable for additional services and for designated basic services denoted within this Agreement.

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STANDARD HOURLY BILLING RATES

Managing Principal	\$275.00
Project Executive	\$197.00
Project Manager	\$180.00
Design Director	\$190.00
Job Captain	\$129.00
Specification Writer	\$146.00
Technician (Draftsperson)	\$ 96.00
Technical Typist	\$ 62.00

Hourly billing rates are reviewed annually and adjustments made where appropriate.

XI. PAYMENTS:

The stipulated compensation shall be billed according to the Counties current Contract for Architectural/Professional Services Agreement.

We appreciate the opportunity to serve your needs in a professional manner and thank you for considering our organization once again. We trust this proposal meets with your approval and look forward to reviewing it with you in detail. If you are in agreement with the contents of this Agreement, please sign and return the enclosed copy via a Consultant Services Authorization. We look forward to collaborating with you in seeing the full, future development potential of your project realized.

Sincerely,
LEO A DALY COMPANY

Fernando Del Dago, AIA

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Attachments:

Exhibit "A": Fee Schedule
Exhibit "B": LAD Fee Tabulation Worksheet
Exhibit "C": Consultant Proposals and Scope of Work

J:\PBC Convention Center Parking Garage\14_0418Proposal_PBC-Convention_Center _Proposal.doc

	"Design Services"
DISCIPLINE/DESIGN SERVICE	
BASIC SERVICES	
Preliminary Phase-Parking Study/Programming/Design Intent Report	\$ 78,849
Schematic Design	\$ 393,044
Design Development	\$ 448,064
Construction Documents	\$ 670,805
Bidding/Permitting/Negotiation	
Construction Administration	
TOTAL	
SUB-TOTAL	\$ 1,590,762
TOTAL-BASIC & ADDITIONAL SERVICES	
SUPPLEMENTAL SERVICES	
Structural Peer Review	\$ 65,000
City of WPB Site Regulatory Review Approval	\$ 33,800
Wayfinding & Signage Design	\$ 27,000
Convention Center Masterplanning	\$ 30,776
Threshold Inspection services	
Geotechnical Services	\$ 13,000
Survey Services	\$ 16,693
Traffic Consulting	\$ 6,375
Printing/Reimbursables	\$ 33,750
TOTAL	
SUB-TOTAL	\$ 226,394
COMBINED TOTAL	
GRAND TOTAL	\$ 1,817,156

4/17/2014

EXHIBIT B
NOT USED

EXHIBIT C

SBE SCHEDULE 1 & 2s

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONSULTANT PARTICIPATION

PROJECT NAME OR BID NAME: PBC Convention Center Parking Garage

PROJECT NO: 13217

NAME OF PRIME CONSULTANT: Leo A Daly

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONSULTANT AND SUBMITTED WITH PROPOSAL. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONSULTANTS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Woman	Caucasian	Other (Please Specify)
1. Gartek Engineering 4723 West Atlantic Ave. #A18 Delray Beach, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$104,626.00	\$ _____	\$ _____	\$ _____
2. Civil Design, Inc 312 9 th Street West Palm Beach, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$93,768.00	\$ _____
3. ONMJ 321 LA Kirksey St, Ste 200 West Palm Beach, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$172,000.00	\$ _____
4. Cotleur & Hearing Inc 1934 Commerce Lane, Ste 1 Jupiter, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ 58,800.00	\$ _____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Please use additional sheets if necessary)

Total Price \$ 1,817,156.00

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work: \$429,194.00

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

Signature

Project Executive

Title

Note:

1. The amount listed on this form for a subconsultant must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011
Revised 7/30/2012

SCHEDULE # 2

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

PROJECT NO. 13217 PROJECT NAME: Convention Center Parking Garage

TO: Gartek Engineering
(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

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

Date of Palm Beach County Certification: 11-18-2013

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

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):

Full service Mechanical, Electrical, Plumbing and Fire Protection Services.

at the following price \$ \$104,626.00
(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: \$ —

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

Gartek Engineering Corporation

(Print name of SBE-M/WBE Subconsultant)

By: 

(Signature)

Mel. F. Garcia, P.E. Vice President

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

Date:

April 21st, 2014

SCHEDULE # 2

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

PROJECT NO. 13217

PROJECT NAME: PBC Convention Center Parking Garage

TO: Leo A. Daly

(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

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

Date of Palm Beach County Certification: May 20, 2013

The undersigned is certified by the State of Florida:

Minority Business Enterprise _____

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):

Full Service Civil Engineering and transportation planning services.

at the following price \$ \$93,768.00

(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: 4.21.14

SCHEDULE # 2

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

PROJECT NO. 13217 PROJECT NAME: Convention Center Parking Garage

TO: ONM&J Engineers
(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

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

Date of Palm Beach County Certification: July 18, 2011

The undersigned is certified by the State of Florida:

Minority Business Enterprise _____

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):

Structural, Design and Geotechnical Services.

at the following price \$ \$172,000.00
(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: \$ _____

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

ONM&J, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: [Signature]
(Signature)

Dwayne R. Jackson, President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 04/21/2014

SCHEDULE # 2

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

PROJECT NO. 13217 PROJECT NAME: Convention Center Parking Garage

TO: Cotleur & Hearing, 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

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

Date of Palm Beach County Certification: October 2, 2013 to October 1, 2016

The undersigned is certified by the State of Florida: S59999

Minority Business Enterprise No

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):

Full service Landscape, Irrigation and Regulatory Services.

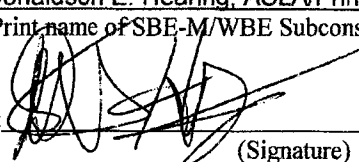
at the following price \$ \$58,800.00
(Subconsultant's fee)

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: \$ --

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

Donaldson E. Hearing, ASLA/Principal
(Print name of SBE-M/WBE Subconsultant)

By: 
(Signature)

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

Date: April 23, 2014

EXHIBIT D

Insurance Certificates

1/1/2015

DATE (MM/DD/YYYY)
4/15/2014

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Company INSURER C: St Paul Fire and Marine Insurance Co INSURER D: National Fire Insurance Co of Hartford INSURER E: INSURER F:
INSURED 1349712 LEO A. DALY 8600 INDIAN HILLS DRIVE OMAHA NE 68114-4039	NAIC # 20443 20508 24767 20478

COVERAGES LEAD01

CERTIFICATE NUMBER: 12892148

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	1015651942	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	1015651956	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	1015651973 (AOS) 2025515744 (HI) 1063334422 (CA)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONVENTION CENTER PARKING GARAGE PROJECT #13217. PALM BEACH COUNTY BOARD COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

12892148

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, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No., Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED LEO A. DALY 1055303 8600 INDIAN HILLS DRIVE OMAHA NE 68114-4039	INSURER A: Lloyd's of London	38253
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES LEOAD01

CERTIFICATE NUMBER: 12892150

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	ISUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
							MED EXP (Any one person) \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ XXXXXXXX
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> OTHER						PRODUCTS - COM/OP AGG \$ XXXXXXXX
							\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
							PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$
	UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ XXXXXXXX
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	LDUSA1304566	7/1/2013	7/1/2014	E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
							\$2,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONVENTION CENTER PARKING GARAGE PROJECT #13217.

CERTIFICATE HOLDER

CANCELLATION

12892150

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

ARCHITECT 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.)


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

ARCHITECT 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 ARCHITECT'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 ARCHITECT 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 ARCHITECT.

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

THIS DISCLOSURE is submitted by William A. Hanser, as
(Name of Individual)
Managing Principal, of Leo A Daly
(Title/Position) (Firm Name of Architect)

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)

4.17.14
(Date)

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

ARCHITECT 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.)

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

ARCHITECT 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 ARCHITECT'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 ARCHITECT 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 ARCHITECT.

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

THIS DISCLOSURE is submitted by Robert J. Cotleur, as
Principal, President (Name of Individual)
of Cotleur & Hearing, Inc.
(Title/Position) (Firm Name of Architect)

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)

04/17/14
(Date)

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

~~ENGINEER~~

ARCHITECT 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~~

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

~~ENGINEER ENGINEER~~

ARCHITECT 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 ARCHITECT'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 ARCHITECT 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 ARCHITECT.

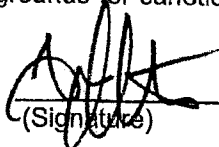
~~ENGINEER~~

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

~~ENGINEER~~

THIS DISCLOSURE is submitted by TJ Trompeter, as
(Name of Individual)
President, of Civil Design, Inc.
(Title/Position) (Firm Name of Architect)

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)

4.17.14
(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 William A. Hanser, 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 Managing Principal of LEO A DALY.
[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: 1400 Centrepark Blvd., Suite 500

West Palm Beach, FL 33401

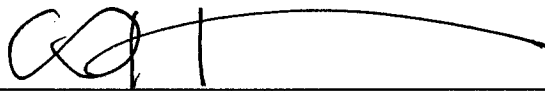
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an 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.



William A. Hanser, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 17th day of April, 2014, by William A. Hanser, ☒ who is personally known to me or ☐ who has produced as identification and who did take an oath.



**JACEY TAYLOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE831474
Expires 10/31/2016**

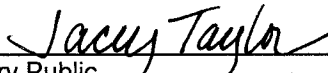

Notary Public
Jacey Taylor
(Print Notary Name)
State of Florida at Large
My Commission Expires: 10/31/2018

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

Rosemary G. Daly

8600 Indian Hills Drive, Omaha, NE 68114

Leo A. Daly Trust No. 1A

13625 California Street, Suite 200, Omaha, NE 68154

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.