

6B.5

Agenda Item #:

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

Meeting Date: July 12, 2022

Consent
 Workshop

Regular
 Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract with Netta Architects, LLC (Consultant) in the amount of \$91,055 to provide professional architectural/engineering (A/E) design, programming, permitting, and construction administration services for phase 1 of the Governmental Center Renewal and Replacement (R/R) project, located at 301 North Olive Avenue, West Palm Beach.

Summary: The Governmental Center R/R project consists of upgrading and replacing select building finishes and systems including security, heating ventilation air condition (HVAC), plumbing, fire alarm, fire sprinkler, electrical, low voltage, lighting, flooring and painting. Additional improvements to the facility may include building hardening, exterior improvements and interior structural work. Professional services for this project shall be implemented in phases. During the first phase of the project, the Consultant will conduct a building condition assessment, including an evaluation of the building's structural integrity. The County will evaluate the findings and recommendations of the aforementioned study in order to determine the most appropriate solution to be used as the scope of the project to be designed. The second phase of the project consists of design, permitting and construction administration services. This contract authorizes the initial building condition assessment phase of the project and a Consultant Service Authorization will be issued to authorize each subsequent phase. The solicitation for design professionals was advertised on July 11, 2021 according to the Equal Business Opportunity (EBO) Ordinance, with the final selection on November 8, 2021. The project was presented to the Goal Setting Committee on July 7, 2021. The Committee established Affirmative Procurement Initiatives (API) of a Minority/Women Business Enterprise (M/WBE) participation evaluation preference of up to 15 points based on the level of participation from African American firms for the selection of the Consultant and a minimum mandatory contract goal of 20% Small Business Enterprise (SBE) participation. The Consultant is not a certified SBE firm, but teamed up with four (4) S/M/WBE sub-consultants on this project. The Consultant has committed to 33% SBE participation, of which 21% is from African American owned businesses for this contract. SBE participation for this phase of the project is 74.24%. The Consultant is a local firm. **Funding for this project is from the Infrastructure Sales Tax (IST) fund. (Capital Improvements Division) District 7 (MWJ)**

Background and Justification: Selection of the design professional was performed pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055 on November 8, 2021. The Robert Weisman Governmental Center Building was dedicated on March 22, 1984 and initially housed approximately five-hundred employees that were previously dispersed throughout the County. Since its dedication in 1984, the 12-story, approximately 290,000 square foot facility has drastically increased its mission in supporting a multitude of governmental and public functions. The building currently houses the Board of County Commissioners, County Administration, Channel 20, Clerk & Comptroller, County Attorney, Financial Management & Budget, Property Appraiser, Public Affairs and Tax Collector, amongst others. The proposed renovations will be designed to increase the functionality of key areas within the facility and bring the building up to current County standards.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Netta Architects, LLC - Contract
- 4. Disclosure of Ownership Interests

Recommended by: *Donnie L. Neal* *5/17/22*
Department Director Date

Approved by: *W. Baker* *6/3/22*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$104,815.	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$104,815</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

Budget Account No: Fund 3950 Dept 411 Unit Q011 Object 6505

Professional Services \$ 91,055.00
 Staff Cost \$ 13,760.00
 Total \$104,815.00

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

The funding source for this project is the Infrastructure Sales Tax (IST) fund.

C. Departmental Fiscal Review: 

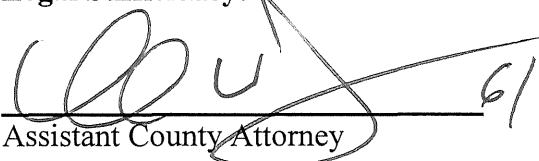
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 5/23/22
 OFMB 5-23-22 LM 5/23

 6/2/22
 Contract Development and Control
 6-2-22 TW

B. Legal Sufficiency:

 6/3/22
 Assistant County Attorney

C. Other Department Review:

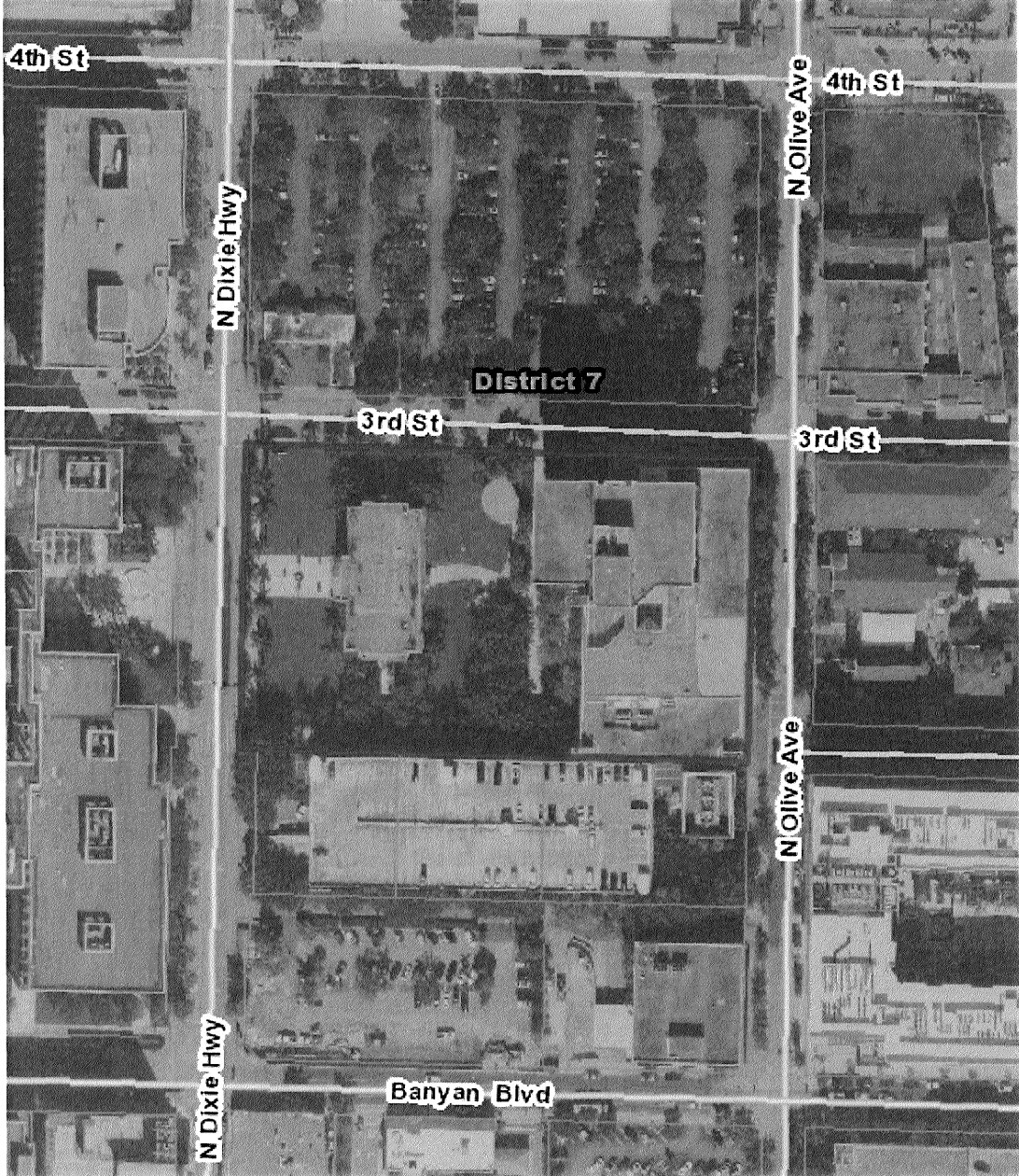
 Department Director

LOCATION MAP

Project No: 2021-013514

Project Name Governmental Center Renewal and Replacement (R/R)

Location: 301 North Olive Avenue, West Palm Beach



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/26/2022

REQUESTED BY: Jeff Halverson

PHONE: 561-797-7222

PROJECT TITLE: Governmental Center Renewal/Replacement (R/R)
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$91,055.00

BCC RESOLUTION#:

REQUESTED AMOUNT: \$104,815.00

DATE:

eFDO #: 2021-013514

CSA or CHANGE ORDER NUMBER:

LOCATION: 301 North Olive Avenue, West Palm Beach

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: Professional services shall include a building condition assessment, including a structural assessment and programming study.

PROJECT/W.O. NUMBER: 2021-013514

CONSULTANT/CONTRACTOR: Netta Architects, LLC

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

Professional services shall include a building condition assessment, including a structural assessment and programming study.

PROFESSIONAL SERVICES	\$ 91,055.00
STAFF COSTS*	\$ 13,760.00
EQUIP. / SUPPLIES	\$ _____
TOTAL	<u>\$ 104,815.00</u>

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3950 DEPT: 411 UNIT: 2011 OBJ: 6505

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

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)

State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)

Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)

Other (source/type: _____ Amount \$ _____)

Department: FD+O

BAS APPROVED BY: [Signature]

DATE 4/28/2022

ENCUMBRANCE NUMBER: _____

Attachment # 4

DISCLOSURE OF OWNERSHIP INTERESTS

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

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day appeared Nicholas J. Netta, AIA, NCARB, by means of physical presence OR online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual **or**

the President and CEO of Netta Architects, LLC.
[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: 920 Gardenia Drive, Delray Beach, Florida 33483

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.

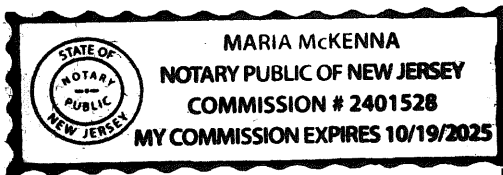
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

Nicholas J. Netta, AIA, NCARB, President & CEO, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization this 26th day of April, 2022, by Nicholas J. Netta, AIA, NCARB, President & CEO of Netta Architects, LLC, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Maria McKenna
Notary Public
Maria McKenna
(Print Notary Name)
State of New Jersey at Large
My Commission Expires: October 19, 2025

CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL

(Non-Federal - Project Specific)

TABLE OF CONTENTS

SECTION	TITLE
1	DEFINITIONS
2	BASIC SERVICES OF CONSULTANT
2.1	General
2.2	Study and Report Phase or Schematic Design Phase
2.3	Preliminary Design Phase or Design Development Phase
2.4	Construction Document Phase
2.5	Bidding or Negotiating Phase
2.6	Construction Administration Phase
2.7	Operational Phase
3	MODIFICATIONS OF WORK/ADDITIONAL SERVICES
3.1	Notice of Change
3.2	Amendment
4	COUNTY'S RESPONSIBILITIES
4.1	County Representative
4.2	Project Requirements
4.3	Access
4.4	Review
4.5	Multiple Primes
4.6	Cost Data
4.7	Meetings
4.8	Notice
5	PERIODS OF SERVICE
5.1	Term
5.2	Time Extensions
5.3	County Delays
5.4	Sequencing
5.5	Monitoring Project Schedule
6	METHODS OF COMPENSATION AND PAYMENTS TO CONSULTANT
6.1	Methods of Compensation
6.2	Fee
6.3	Fixed Price/Lump Sum Method
6.4	Time Charge/"Not-To-Exceed" Method
6.5	Subcontracts
6.6	Labor Rates
6.7	Expenses
6.8	Schedule of Values
6.9	Progress Payments
6.10	Approval Process
6.11	Final Payment
6.12	Right of Offset
7	CONSTRUCTION COST AND OPINIONS OF COST
7.1	Construction Cost

8	GENERAL CONSIDERATIONS
8.1	Standard of Care
8.2	Termination
8.3	Truth-in-Negotiations Certificate
8.4	Personnel
8.5	Criminal History Records Check
8.6	Equal Business Opportunity Program
8.7	Non-Discrimination
8.8	Independent Contractor Relationship
8.9	Contingent Fees
8.10	Authority to Practice
8.11	Taxes
8.12	Availability of Funds
8.13	Insurance
8.14	Ownership of Documents
8.14A	Photography of Final Project
8.15	Protection of Confidential Information Compliance with Public Records Law
8.16	Remedies
8.17	Indemnification
8.18	Conflict of Interest
8.19	Excusable Delays
8.20	Arrears
8.21	Notices
8.22	Severability
8.23	Entirety of Contractual Agreement
8.24	Successors and Assigns
8.25	Public Entity Crimes
8.26	Office of the Inspector General
8.27	Scrutinized Companies
8.28	Compliance with Laws and Regulations
8.29	No Third Party Beneficiary
8.30	Access and Audits
8.31	Section 179D Responsibilities
8.32	E-Verify
8.33	Effective Date
EXHIBIT A	AFFIRMATIVE PROCUREMENT INITIATIVES (APIs)
EXHIBIT B	SCOPE OF WORK AND FEE
EXHIBIT C	EBO SCHEDULES 1 AND 2
EXHIBIT D	INSURANCE CERTIFICATES
EXHIBIT E	CONFLICT OF INTEREST DISCLOSURE FORM

**CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL
GOVERNMENTAL CENTER RENEWAL/REPLACEMENT (R/R)
Project No.: 2021-013514 (hereinafter the "Project")**

This Contract (hereinafter "Contract") is made as of _____
by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **NETTA ARCHITECTS, LLC**, a New Jersey Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. number is 14-1837265.

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

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

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

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

SECTION 1 - DEFINITIONS

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

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

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

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

Construction/Contract Documents: means the contract documents of the Contractor and shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, EBO Schedules,

Project Name: Governmental Center R/R
Project No. 2021-013514

Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Engineering Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

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

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

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

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

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

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

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

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

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

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

Professional Services or Services of a Design Professional: has the meaning set forth in Florida

Project Name: Governmental Center R/R
Project No. 2021-013514

Statutes Section 287.055, and means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state of Florida.

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

Supplement: an amendment to a Consultant Services Authorization.

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

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

- 2.1.1 Basic Services. CONSULTANT shall provide to COUNTY professional services in all phases of the Project as hereinafter provided in this Section 2 (the Basic Services). These services will include providing professional engineering and/or architectural consultation and advice and furnishing customary civil, structural, mechanical, electrical, and plumbing engineering and/or architectural services, surveying, geotechnical services, and regulatory services incidental thereto, as well as any specialty subconsultant services necessary to complete the required Scope of Work.
- 2.1.2 Scope of Work and Fee. The scope of work (hereinafter the Scope of Work) describes the Basic Services required for this Project. The Scope of Work and fees for this Contract are described in **Exhibit B** which is attached hereto and incorporated herein by reference.
- 2.1.3 Design Manual. In the performance of this Contract, the CONSULTANT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual (Manual) for Design Professionals, latest edition, prepared by COUNTY. If CONSULTANT fails to comply with the Manual, it shall redesign in compliance with the Manual at no additional cost to the COUNTY.
- 2.1.4 Progress Reports. The CONSULTANT shall provide progress reports in a format acceptable to the COUNTY during each phase of the Contract at intervals established by the COUNTY. However, the COUNTY is entitled at all times to be advised of the status of the CONSULTANT's work and the details thereof and may request a progress report at any time.
- 2.1.5 Disputes and Specific Performance. All services will be performed by the CONSULTANT to the satisfaction of the COUNTY's Representative or his

designee. In accordance with the Governing Order of the Contract, the COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. At all times the CONSULTANT shall continue to perform the services required under this Contract and maintain its Project Schedule. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the services required hereunder.

- 2.1.6 Multiple Projects. In the event the work covered by this Contract includes the preparation of construction plans, CONSULTANT understands that the work may be divided into two or more construction projects by the COUNTY's Representative and that, if this is done, the CONSULTANT will supply construction plans for each project.
- 2.1.7 VSS Registration Required. Prior to beginning work, CONSULTANT must register in the County's Vendor Self Service ("VSS") system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use subconsultants, CONSULTANT must also ensure that all subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS.

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

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

- 2.2.1.1 Project Review. The CONSULTANT shall a consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data and shall arrive at a mutual understanding of such requirements with the COUNTY.
- 2.2.1.2 Resources. The CONSULTANT shall advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.
- 2.2.1.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.
- 2.2.1.4 Approvals. The CONSULTANT shall identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate with COUNTY in consultations with such authorities.
- 2.2.1.5 Needs Analysis. The CONSULTANT shall provide analyses of the COUNTY's needs, planning surveys, site evaluations and comparative studies of prospective

sites and solutions.

2.2.1.6 Economic Analysis. The CONSULTANT shall provide a general economic analysis of the COUNTY's requirements applicable to various alternatives.

2.2.1.7 Report. The CONSULTANT shall prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT's findings and recommendations (the "Study and Report"). This Study and Report will be accompanied by CONSULTANT's opinion of probable construction costs for the Project.

2.2.1.8 Copies. The CONSULTANT shall furnish five copies of the Study and Report documents and review them in person with COUNTY.

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

2.2.2.1 Program Review. The CONSULTANT shall review the program (if one is provided by the COUNTY), to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.

2.2.2.2 Evaluation. The CONSULTANT shall provide a preliminary evaluation of the COUNTY's program, schedule and construction budget requirements, each in terms of the other.

2.2.2.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.

2.2.2.4 Documents. Based on the mutually agreed upon program, schedule and construction budget requirements, the CONSULTANT shall prepare for approval by the COUNTY, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents").

2.2.2.5 Number. The CONSULTANT shall furnish ten (10) copies of the Schematic Design Documents (6 full size and 4 reduced size) and electronic files in pdf and review them in person with the COUNTY.

2.2.2.6 Permit List. Concurrent with the completion of the schematic design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the CONSULTANT must submit applications for each in order to meet Project Schedule requirements. The CONSULTANT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all

applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit or regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

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

- 2.3.1.1 Project Scope. In consultation with COUNTY and on the basis of the accepted Study and Report documents, the CONSULTANT shall assist in determining the general scope, extent and character of the Project.
- 2.3.1.2 Documents. The CONSULTANT shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project (Preliminary Design Documents).
- 2.3.1.3 Resources. The CONSULTANT shall advise COUNTY, in writing, if additional data or services required for the completion of CONSULTANT's services under this Contract are necessary and assist COUNTY in obtaining such data and services.
- 2.3.1.4 Construction Costs. Based on the information contained in the Preliminary Design Documents, the CONSULTANT shall submit a revised opinion of probable Construction Costs. See Section 7 for further requirements on Construction Costs.
- 2.3.1.5 Copies. The CONSULTANT shall furnish ten (10) copies of the above Preliminary Design Documents and present and review them in person with COUNTY.
- 2.3.1.6 Permit List. The CONSULTANT shall be responsible for assisting the COUNTY in securing approvals required to construct the Project described in this Contract. Prior to completion of the conceptual design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the contractor must submit applications for each, in order to meet the Project Schedule requirements. The CONSULTANT shall: 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit and regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

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

- 2.3.2.1 Documents. Based on the approved Preliminary Design Documents or the approved Schematic Design Documents, as the case may be, and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the

CONSULTANT shall prepare for approval by the COUNTY design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate (“Design Development Documents”).

2.3.2.2 Number. The CONSULTANT shall furnish ten (10) copies of the Design Development Documents (6 full size and 4 reduced size) and electronic files in pdf and present and review them in person with the COUNTY at 100% completion status.

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

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

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

2.4 CONSTRUCTION DOCUMENT PHASE.

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

2.4.1 Documents. Based on the approved Preliminary Design Documents or the approved Design Development Documents, as the case may be, and any further adjustments in the scope of the Project or in the construction budget authorized by the COUNTY, the CONSULTANT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI) Institute’s Manual of Practice.

2.4.2 Review. The CONSULTANT shall review the COUNTY furnished front-end documents, general conditions, and technical specifications and advise the COUNTY of any conflicts or inconsistencies with CONSULTANT’s specifications.

2.4.3 Permit List. The CONSULTANT shall provide the COUNTY with a status report

on all approvals and permits required to construct the Project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the CONSULTANT.

- 2.4.4 Construction Cost Update. The CONSULTANT shall advise COUNTY of any adjustments to the latest opinion of probable Construction Costs caused by changes in general scope, extent or character or design requirements of the Project and furnish to COUNTY a revised opinion of probable Construction Costs based on the drawings and specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 7 for further information on Construction Costs.
- 2.4.5 Number. The CONSULTANT shall furnish ten (10) copies (6 full size and 4 reduced size) and electronic files in pdf of the above Construction Documents and of the drawings and specifications and review them in person with the COUNTY at 50%, 95% and 100% completion status. The CONSULTANT shall respond in writing, to any comments given by the COUNTY in writing to the CONSULTANT. On the basis of the accepted 95% Construction Documents, the CONSULTANT shall prepare three (3) sets of signed and sealed Construction Documents for building permit purposes. The CONSULTANT shall provide corrections and/or changes required by the permitting agency at no additional cost to the COUNTY (100% Construction Drawings).
- 2.4.6 Format. The CONSULTANT shall provide reproducibles and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.
- 2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos. CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.
- 2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.
- 2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of two manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.

- 2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase with potential Contractors or applicable trades, CONSULTANT shall develop a Project Schedule setting forth the reasonably anticipated timing of completion of major Project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the Project.
- 2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for the Project.

2.5 BIDDING OR NEGOTIATING PHASE.

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

- 2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.
- 2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.
- 2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum ("As-Bid Set").
- 2.5.4 CM. The COUNTY may select a construction manager for this Project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services (Basic and Additional) hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT's services, nor shall anything contained therein diminish CONSULTANT's responsibility for its services as set forth hereunder.
 - 2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager's GMP proposal, the CONSULTANT shall

participate with the COUNTY and Construction Manager in constructability reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the Project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.

- 2.5.4.2 Revisions. After the GMP has been accepted by the COUNTY, the CONSULTANT shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the GMP.

2.6 CONSTRUCTION ADMINISTRATION PHASE.

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

- 2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.
- 2.6.2 Visits to Site and Observation of Construction.
- 2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT's design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.
- 2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe, as an experienced and qualified design professional, the progress, quality and timely performance of the various aspects of Contractor's work relative to the plans and specifications prepared by the CONSULTANT. Based on information obtained during such visits and on such observations, CONSULTANT shall verify and determine if such work is proceeding in accordance with the Construction/Contract Documents and Contractor's schedule and CONSULTANT shall keep COUNTY informed of the progress of the work. Written reports of CONSULTANT's visits shall be provided to COUNTY.
- 2.6.2.3 Purpose of Site Visits. The purpose of CONSULTANT's presence at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, CONSULTANT will provide for COUNTY greater assurance that the completed work of the Contractor(s) will conform to the Construction/Contract Documents and that the design as reflected in the

Construction/Contract Documents has been implemented and preserved by the Contractor(s).

- 2.6.3 Defective Work. On the basis of CONSULTANT's observations, CONSULTANT shall recommend to COUNTY to disapprove of or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms to the Construction/Contract Documents, or that it will prejudice the design concept of the Project as reflected in the Construction/Contract Documents. The CONSULTANT shall immediately notify the COUNTY and the Contractor of any defective work by the Contractor, and the COUNTY will determine what action is necessary.
- 2.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Construction/Contract Documents and in connection therewith prepare field bulletins and field instructions for review and approval by the COUNTY.
- 2.6.5 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the COUNTY's Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Construction/Contract Documents in a timely manner which will not delay the Contractor(s) in completing its work and notify the COUNTY of such reviews.
- 2.6.6 Substitutes. CONSULTANT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with and advise the COUNTY on such acceptability prior to the COUNTY making a determination.
- 2.6.7 Inspections and Tests. CONSULTANT shall have authority to require special inspection or testing of the work after notifying the COUNTY. CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction/Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Construction/Contract Documents). COUNTY will pay for testing labs. If the CONSULTANT's testing indicates that the Contractor is not in compliance, the COUNTY will determine the actions that will be taken against the Contractor with regard to the testing results.
- 2.6.8 Disputes and Changes during Construction. CONSULTANT shall act as initial interpreter of the requirements of the Construction/Contract Documents and judge of the acceptability of the Contractor's work thereunder and notify the COUNTY and the Contractor of any variances, deviations and non-conforming work. The COUNTY will determine the course of action necessary after notification of non-conforming work. The CONSULTANT will assist the COUNTY in holding meetings and negotiations with the Contractor to resolve disputes or changes to the

Construction/Contract Documents. CONSULTANT will review all change orders and Contractor's extra work proposals and advise COUNTY of the acceptability of the proposed change and the costs of such change. The COUNTY will review, approve and process change orders that the COUNTY determines are necessary.

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

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

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

2.6.10 Contractor(s) Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction/Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Construction/Contract Documents; and CONSULTANT shall transmit them to COUNTY with written comments.

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

2.6.12 Substantial Completion. CONSULTANT shall conduct with the COUNTY an

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

- 2.6.13 Changes Documented. The CONSULTANT shall prepare and provide to COUNTY AutoCAD dwg files as well as pdf files in electronic format as built drawings that incorporate all changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and CONSULTANT's own observations and which CONSULTANT considers significant.

2.7 OPERATIONAL PHASE.

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

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

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

meet the completion dates or schedules of this Contract.

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

3.2 AMENDMENT.

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

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

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

4.2 PROJECT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and COUNTY will furnish copies of all design and construction standards which COUNTY will require to be included in the drawings and specifications.

4.3 ACCESS.

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

4.4 REVIEW.

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

part of COUNTY for Approval or Acceptance.

4.5 MULTIPLE PRIMES.

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

4.6 COST DATA.

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

4.7 MEETINGS.

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

4.8 NOTICE.

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

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

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

5.2 TIME EXTENSIONS.

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

5.3 COUNTY DELAYS.

If CONSULTANT's services for design or during construction of the Project are delayed

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

5.4 SEQUENCING.

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

5.5 MONITORING PROJECT SCHEDULE.

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

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS TO CONSULTANT

6.1 METHODS OF COMPENSATION

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

6.2 FEE.

The COUNTY agrees to pay the CONSULTANT compensation for duly authorized services performed as set forth in **Exhibit B** or in an applicable CSA. **Exhibit B** or an applicable

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

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

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

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

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

6.5 SUBCONTRACTS.

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

6.6 LABOR RATES.

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

6.7 EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

applicable in each Consultant Service Authorization.

6.8 SCHEDULE OF VALUES.

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

6.9 PROGRESS PAYMENTS.

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

6.10 APPROVAL PROCESS.

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

6.11 FINAL PAYMENT.

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

6.12 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract as of the time of processing the

invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

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

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

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

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

CONSULTANT further contracts with COUNTY to furnish its professional skill and

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

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

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

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

8.2 TERMINATION.

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

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

Should a termination for breach later be declared wrongful, said termination shall be

considered and treated as a termination without cause.

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

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

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

8.4 PERSONNEL

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

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

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

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

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

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

8.5 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance.

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

Individuals passing the background check will be issued a badge. CONSULTANT shall make every effort to collect the badges of its employees and its subconsultants' employees upon

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

8.6 EQUAL BUSINESS OPPORTUNITY PROGRAM.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

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

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

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall

send the subconsultant and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

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

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

8.7 NON-DISCRIMINATION.

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, representative or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means

and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

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

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

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

8.11 TAXES.

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

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

8.12 AVAILABILITY OF FUNDS.

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

8.13 INSURANCE.

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

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

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

8.13.3 Reserved

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

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

Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims-made” form. If coverage is provided on a “claims-made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

8.13.6 Reserved

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

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

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604

8.13.9 Reserved

8.13.10 Reserved

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

8.14 OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

8.14A PHOTOGRAPHY OF FINAL PROJECT

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

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

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

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

which is confidential and/or exempt from the Florida Public Records Law.

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

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

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

8.15.4 Disclosure Warning. If Confidential Information is in written form, the CONSULTANT shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt

information. If the CONSULTANT is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

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

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

8.15.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT shall make a report to the COUNTY not more than seven (7) business days after the CONSULTANT learns of such an improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the CONSULTANT has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the CONSULTANT has taken or shall take to prevent future similar unauthorized use or improper disclosure. The CONSULTANT shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The CONSULTANT shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

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

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

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

8.16 LAW AND VENUE; REMEDIES.

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

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

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

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

8.17 INDEMNIFICATION.

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

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

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

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

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

8.19 EXCUSABLE DELAYS.

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to,

Project Name: Governmental Center R/R
Project No. 2021-013514

acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

8.20 ARREARS.

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

8.21 NOTICES.

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

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

with copy to:

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

AND

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

and if sent to the CONSULTANT shall be mailed to:

Nicholas J. Netta, Principal
Netta Architects, LLC
1084 Route 22 West
Mountainside, NJ 07092

8.22 SEVERABILITY.

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

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

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

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

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

8.24 SUCCESSORS AND ASSIGNS.

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

8.25 PUBLIC ENTITY CRIMES.

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

8.26 OFFICE OF THE INSPECTOR GENERAL.

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

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

8.27 SCRUTINIZED COMPANIES.

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

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

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

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

Contract.

8.29 NO THIRD PARTY BENEFICIARY.

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

8.30 ACCESS AND AUDITS.

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

8.31 SECTION 179D RESPONSIBILITIES.

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

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY

8.32.1 CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

Project Name: Governmental Center R/R
Project No. 2021-013514

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

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

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

8.33 EFFECTIVE DATE.

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

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Project Name: Governmental Center R/R
Project No. 2021-013514

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

ATTEST:

JOSEPH ABRUZZO, Clerk and Comptroller

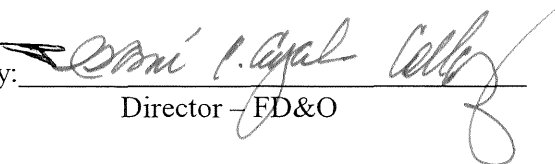
**PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BOARD OF
COUNTY COMMISSIONERS**


BY: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

**APPROVED AS TO TERMS AND
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: 
Director - FD&O

By: 
County Attorney

Project Name: Governmental Center R/R
Project No. 2021-013514

WITNESS:

NETTA ARCHITECTS, LLC:
CONSULTANT



Signature



Signature

Maria McKenna

Name (type or print)

Nicholas J. Netta, AIA, NCARB

Name (type or print)

President & CEO

Title

CONTRACT EXHIBIT A

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

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

Waiver

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

Evaluation Preference for New SBE Prime Respondents for RFPs

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

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

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

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

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

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

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

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

SBE Subcontracting Goals for Professional Services

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

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

The Consultant committed to 33% SBE subcontracting participation, of which 21% is African American Owned businesses.

S/M/WBE Subcontracting Program

An SBE subcontracting participation goal of __%, of which __% must be African American and/or women owned businesses, is established for this Contract.

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

M/WBE Evaluation Preferences for M/WBE Participation

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

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

M/WBE Subcontracting Goals for Professional Services

_____ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons.

Up to __% of this Contract as noted above, shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons). However the Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and/or subcontractor firms.

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

M/WBE Segmented Subcontracting Goals for Professional Services

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of African American, Hispanic American, Asian American, Native American, Non-minority women persons (Check applicable).*

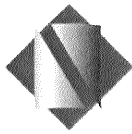
M/WBE Segmented Subcontracting Goals are established where an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 46% on a given Contract, the segmented subcontracting goal may require that at least 10% of that 46% shall be satisfied through the utilization of African American subcontractors.) The Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and/or subcontractor firms. Findings of GSC to support M/WBE portion of the goal: The County's disparity study found disparity in professional services contracting for African American and women owned businesses.

CONTRACT EXHIBIT B

SCOPE OF WORK & FEE

This project shall be completed in phases. The initial phase of professional services shall include a building conditions assessment and programming study as detailed on the proposal dated February 16, 2022.

All remaining phases of this project will be authorized through the execution of Consultant Services Authorizations.



NETTAARCHITECTS

Via Email: JHalverson@pbcgov.org

February 16, 2022
REVISED April 6, 2022
REVISED April 13, 2022

Mr. Jeffrey E. Halverson, Project Manager
Capital Improvements Division
Palm Beach County
2633 Vista Parkway
West Palm Beach, Florida 33411

**RE: STRUCTURAL CONDITION ASSESSMENT
GOVERNMENTAL CENTER (PN 2021-013514)
PALM BEACH COUNTY
301 NORTH OLIVE STREET
WEST PALM BEACH, FLORIDA 33401
P22-033FL**

Dear Mr. Halverson:

Pursuant to our Notice of Award letter dated November 12, 2021 and subsequent to our project scoping meetings, we are pleased to provide our proposal for comprehensive Architectural and Engineering services related to the above referenced project.

The firm of Netta Architects along with our consultant:

- Jezerinac Group – Structural Engineering

agree to perform the following professional services as outlined below in Article – 1, Scope of Services.

This Structural Condition Assessment will comply and exceeds the required 20% SBE participation as stated in the contract dated August 16, 2021. This initial phase of the work includes 74% SBE participation as noted in the attached documents. (See OEBO Schedules 1 & 2).

PROJECT BACKGROUND:

Palm Beach County Government Center building was designed in 1982 and occupied in 1984, with only minor updates to the building. Palm Beach County is requesting a complete building evaluation which includes Building Enclosure Systems, Structure, Mechanical, Electrical and Low Voltage, along with an Energy Audit.

A. APPROACH:

The Structural Condition Assessment (SCA) will include limited visual observations of representative exposed structural elements for which the assessment team is provided reasonable access and as the presence of finishes allows. Observations and assessments will be conducted to meet the standard-of-care to satisfy the structural requirements of the Broward County 40-Year Safety Inspection Program and Miami-Dade 40-Year Recertification processes. The fundamental purpose of these programs is to confirm in a reasonable fashion that a building or other structure is safe for continued use under the present

occupancy. A sufficient number of typical structure members will be examined to permit reasonable conclusions to be drawn.

B. DOCUMENT AND DATA REVIEW:

Prior to starting field work, we will request all pertinent information about the building. We will review provided and/or available building and engineering files, preventative maintenance logs, previously prepared reports and studies, building plans and specifications, and testing reports, as they pertain to the facility. We will also review current management/facility operating procedures and maintenance contracts.

C. INTERVIEWS:

We will interview Palm Beach County Government Facilities staff and maintenance personnel on common maintenance and repair practices, as well as on capital renewal projects that have been completed at the building. We propose to perform the Interview concurrently with the field assessment.

D. CONDITION ASSESSMENT FIELD WORK:

We will perform visual assessments of visible and accessible interior and exterior components of the building(s). Observations will be made during daytime hours on business days. The facility condition assessment will consist of observation of the building structure and building systems. We will confirm the construction or system type and will comment on age, overall conditions, visible deficiencies, and remaining useful life.

SCOPE:

The overall Scope of the SCA, shall be in accordance with the highlighted items in the attached Scope Register.

DELIVERABLE:

The Structural Condition Assessment (SCA) report.

ARTICLE I - SCOPE OF SERVICES

PHASE I – INVESTIGATORY

1.01 Architecture:

- 1.01.1 Assist in the review of all pertinent existing building documents;
- 1.01.2 Accompany the Structural Engineer during site observation;
- 1.01.3 Highlight and document areas which require additional testing;
- 1.01.4 Advise on type of testing required;
- 1.01.5 Attend all infield destructive and non-destructive testing; and
- 1.01.6 Assist with the preparation of existing condition documents

1.02 Structural Condition Assessment:

- 1.02.1 Document Review:
 - 1.02.1.1 Review of all available pertinent documentation including but not limited to the following:
 - 1.02.1.2 Structural design documents;
 - 1.02.1.3 Architectural design documents;
 - 1.02.1.4 Shop drawing submittals that may pertain to the primary structural frame and/or the structural aspects of the building enclosure; and
 - 1.02.1.5 If required, assist the Client in locating said documents within the facility’s records room or at the Building Department.
- 1.02.2 Site Observations:
 - 1.02.2.1 Observe and document the following structural conditions:
 - 1.02.2.1.1 Site Conditions adjacent to building structure noting signs of soil erosion, foundation settlement, or foundation heave;
 - 1.02.2.1.2 Ground floor slab noting significant cracking or signs of settlement;
 - 1.02.2.1.3 Building superstructure including columns, beams, and slabs noting signs of distress such as cracking or spalling of concrete and concrete masonry units (CMU); yielding cracking, or fracture of structural steel members, bolts, or welds; excessive deflection or warping of any structural member;
 - 1.02.2.1.4 Any corroded reinforced concrete, structural steel, CMU, or wood/heavy timber member and noting the potential means of water ingress;
 - 1.02.2.1.5 Building finishes that may indicate structural distress noting items such as cracked paint on structural members and the substantial cracking of wall or floor finishes;
 - 1.02.2.1.6 Building enclosure including walls, doors, windows, and roofing materials noting signs of water intrusion as intrusion can be cause for corrosion or deterioration of structural elements;
 - 1.02.2.1.7 Structural elements outside of the building footprint. This may include but not be limited to site retaining walls, planter walls, signage walls, signage support, flag, and light poles and their supports.

1.03 Structural Analysis and Design:

- 1.03.1 Structural analysis per current loading and building configuration;
- 1.03.2 Structural Design Check; and
- 1.03.3 Building Analysis Report.

**Investigatory Phase Fee..... \$ 70,760.00
(Task Time Frame 60 Days)**

PHASE II – CONDITION ASSESSMENT

2.01 Structural Condition Assessment:

2.01.1 Preparation and submission of (5) five copies and (1) one digital copy of a detailed structural report outlining the following:

- 2.01.1.1 Description of the existing Structural Systems;
- 2.01.1.2 Summary of the observed conditions;
- 2.01.1.3 Provide an overall opinion of the building structural condition; and
- 2.01.1.4 Allow for all required meetings with the County to discuss the findings of the reports.

**Condition Assessment Phase Fee..... \$ 20,295.00
(Task Time Frame 30 Days)**

ARTICLE II

Compensation:

The above outlined professional architectural design services listed in Article I shall be completed for a fee of Ninety-One Thousand, Fifty-Five Dollars (\$91,055.00), including Five Thousand Four Hundred Sixty Dollars (\$5,460.00) in reimbursable expenses.

Fee Breakdown:

STRUCTURAL ASSESSMENT FEE BREAKDOWN			
Phase I Investigatory	Netta Architects	Jezerinac Group	Totals
1.01 - Architecture	\$18,000		
1.02 - Structural Condition Assessment		\$30,935	
1.03 - Structural Analysis and Design		\$21,825	
Phase I Total	\$18,000	\$52,760	\$70,760
Phase II Condition Assessment			
2.01 Structural Condition Assessment		\$14,835	
Reimbursable Expense	\$5,460		
Phase II Total	\$5,460	\$14,835	\$20,295
Phase I & II Total	\$23,460	\$67,595	\$91,055

Contract Endnotes:

1. Reimbursable expenses in accordance to Section 6.7.1.1 incurred by Netta Architects and our consultants in the interest of completing the project in a timely manner will be billed monthly with a complete record of all incurred expenses.
2. Professional design services billing in accordance to Section 6.9 will be billed on a monthly basis. Payments are due upon receipt and not beyond any 30 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this agreement.
3. Delivery of Final Documents may not be made available to the client from our office unless contracted service payments have been made in full prior to the client receipt of Final Documents.

ARTICLE III

LIMITATIONS OF SERVICES

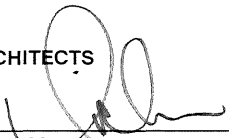
1. This proposal is valid for ninety (90) days from the proposal date.
2. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.
3. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article 1. Additional services beyond our outlined Scope will be performed under a separate agreement.
4. Geotechnical services are not included in the scope of this proposal. If Geotechnical services are required, it will be performed under a separate Agreement.
5. Environmental services are not included in the scope of this proposal. If Environmental services are required they will be performed under a separate Agreement.
6. Moisture and/or mold remediation services are not included in the scope of this proposal. If Moisture and/or mold remediation services are required, they will be performed under a separate Agreement.
7. This proposal does not include Asbestos identification survey or remediation monitoring. If Asbestos identification survey or remediation monitoring is required, it will be performed under a separate agreement.
8. This proposal does not include Lead paint assessment or monitoring. If Lead paint assessment or monitoring is required, it will be performed under a separate agreement.
9. Site/Civil Engineering services are not included in the scope of this proposal. If Civil Engineering services are required they will be performed under a separate Agreement.
10. Information Technology services are not included in the scope of this proposal. If Information Technology services are required they will be performed under a separate Agreement.
11. Landscape Architecture services are not included in the scope of this proposal. If Landscape Architecture services are required they will be performed under a separate Agreement.

ARTICLE IV

REIMBURSABLE EXPENSES

Payment for reimbursable expenses in accordance to Section 6.7.1.1 may be included in each progress payment or billed to the client on a monthly basis. Reimbursable expenses, in a "not to exceed fee" of **Five Thousand Four Hundred Sixty Dollars (\$5,460.00)** include all actual expenditures made by the Architect or his consultants for the project, which included but are not limited to travel, special mailings, and all blue printing or reproductions including the regular prints noted within the contract above.

NETTA ARCHITECTS



NICHOLAS J. NETTA, AIA, NCARB
PRESIDENT

04/13/2022

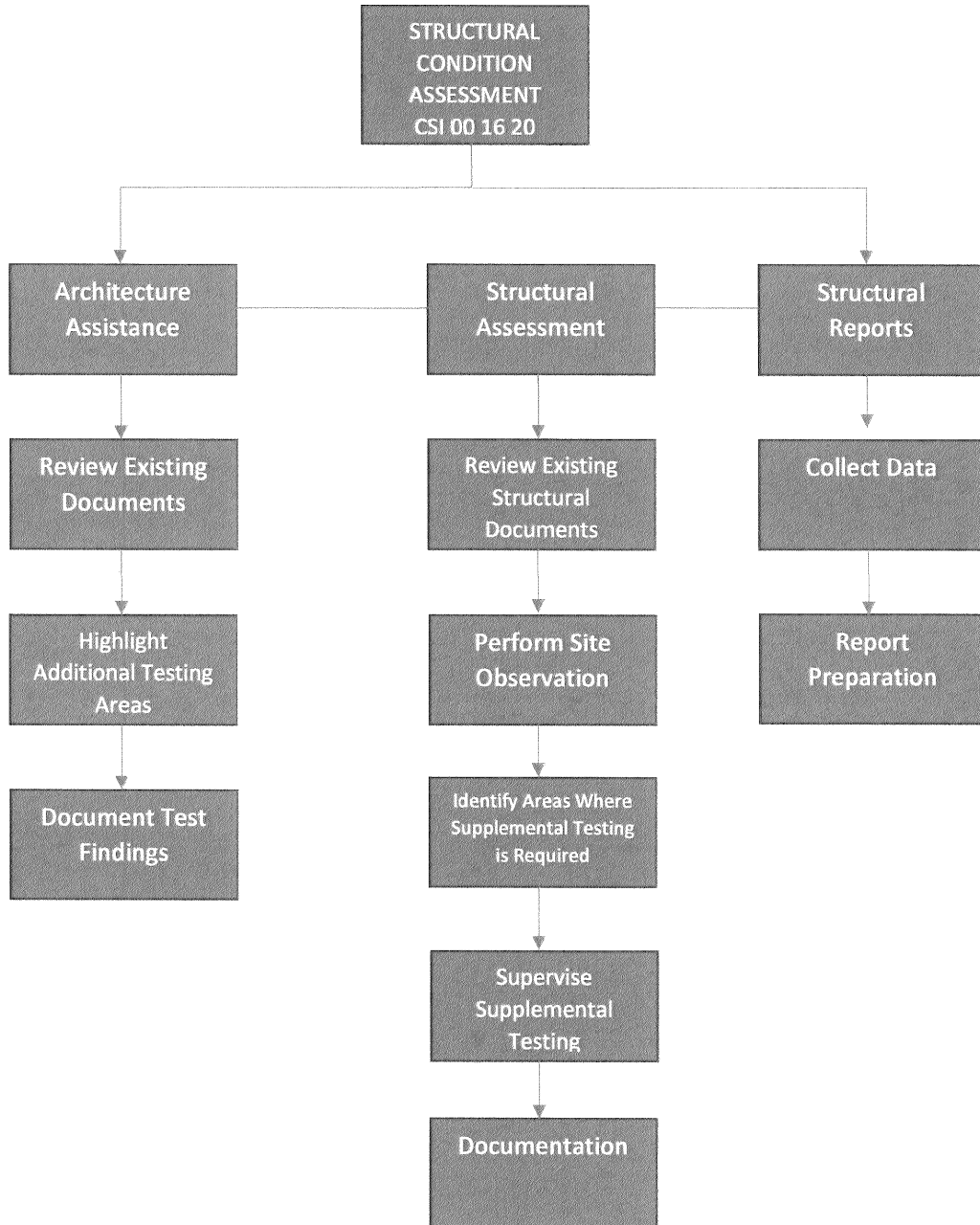
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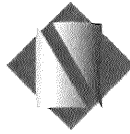
**MANHOUR TABULATION FOR THE
STRUCTURAL CONDITION ASSESSMENT**

CONSULTANT - NETTA ARCHITECTS							
TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ARCHITECT	ARCHITECTURAL & INTERIOR DESIGNER	DRAFTSMAN	CLERICAL	TOTAL HOURS
I. INVESTIGATORY							
1 Review all pertinent existing building docs	1	4	8		16		29
2 Accompany structural engineer during site observation		8	14		30		52
3 Determine areas which require additional testing	1	4	8		16		29
4 Advise on type of testing required	1	2	4		8		15
5 Attend all infield destructive/non-destructive testing		2	8		16		26
6 Assist in prep of existing condition documents		2	4		8		14
PHASE I Subtotal	3	22	46	0	94	0	165
Summary							
Phase I Subtotal	3	22	46	0	94	0	165
Total Hours	3	22	46	0	94	0	165

CONSULTANT - JEZERINAC GROUP					
TASK DESCRIPTION	SENIOR PRINCIPAL	ASSOCIATE	SENIOR ENGINEER	ADMINISTRATIVE	TOTAL HOURS
I. INVESTIGATORY					
Structural Conditions Assessment					
1 Document review	4	16	8	1	29
2 Initial site observations	12	24	32	2	70
3 Develop and issue demo and testing plans	2	12	6	1	21
4 Observe demo and testing, review reports	2	8	20	1	31
5 Internal analysis of data	2	12	8	0	22
6 Phase I report	2	6	56	2	66
Building Structural Analysis and Design					
Structural analysis per current loading and building configuration					
1	8	16	80	0	104
2 Structural design checks	4	8	24	0	36
3 Building analysis report	4	8	24	1	37
PHASE I Subtotal	40	110	258	8	416
II. CONDITION ASSESSMENT					
1 Confirming site observations	8	16	60	2	86
2 Phase II (final) report	4	8	20	1	33
PHASE II Subtotal	12	24	80	3	119
Summary					
Phase I & II Subtotal	52	134	338	11	535
Total Hours	52	134	338	11	535

**STRUCTURAL CONDITION ASSESSMENT
WORK BREAKDOWN STRUCTURE**





NETTAARCHITECTS

STANDARD SCHEDULE OF RATES

Professional Services:

• Principal	\$	265.00 per hr.
• Senior Vice President	\$	245.00 per hr.
• Vice President	\$	230.00 per hr.
• Director	\$	200.00 per hr.
• Project Manager	\$	180.00 per hr.
• Senior Architect	\$	155.00 per hr.
• Architect Level I	\$	130.00 per hr.
• Architect Level II	\$	125.00 per hr.
• Architect Level III	\$	110.00 per hr.
• Draftsman	\$	65.00 per hr.
• Engineer	\$	150.00 per hr.
• Clerical	\$	50.00 per hr.
• Planning Board Appearance	\$	700.00 per app.

Reimbursable Expenses:

• Automobile Travel		Federal Rate
• Tolls		Direct Cost
• Reproductions	\$.50 per s.f.
• Digital Files	\$	200.00 per CD
• B&W Prints (8 1/2 " x 11")	\$.25 per sheet
• B&W Prints (8 1/2 " x 11" double sided)	\$.35 per sheet
• Color Prints (8 1/2 " x 11")	\$	2.50 per sheet
• B&W Prints (11 " x 17")	\$	1.00 per sheet
• Color Prints (11 x 17")	\$	5.00 per sheet
• B&W Plotting (12 " x 18")	\$	1.50 per plot
• B&W Plotting (15 " x 21")	\$	3.00 per plot
• B&W Plotting (24 " x 36")	\$	3.00 per plot
• B&W Plotting (30" x 42")	\$	6.00 per plot
• B&W Plotting (36 " x 48")	\$	9.00 per plot
• Color Plotting (8 1/2 " x 11")	\$	20.00 per plot
• Color Plotting (11 " x 17")	\$	40.00 per plot
• Color Plotting (24 " x 36")	\$	75.00 per plot
• Color Plotting (30" x 42")	\$	90.00 per plot
• Color Plotting (36 " x 48")	\$	100.00 per plot
• Express Mailing		1.2 x direct cost
• Computer Renderings Copies		1.3 x direct cost

Additional Professional Costs:

Surveyors, Professional Photography, Scientists, Engineers, Planners and Artist Renderings

- Consultants referenced above..... 1.2 x cost



March 31, 2022

Revised April 13, 2022

Jim Johnston
Vice President, COO
Netta Architects
1084 Route 22 West
Mountainside, NJ 07092
jjohnston@nettaarchitects.com

REFERENCE: ROBERT WEISMAN GOVERNMENT CENTER
 West Palm Beach, FL
 PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES (REVISION 2)

Dear Mr. Johnston,

Thank you for inviting Jezerinac Group, PLLC to provide this proposal to Netta Architects (the Client) for structural engineering services in relation to Robert Weisman Government Center (the Project).

Jezerinac Group, PLLC (JG) is a firm that specializes in delivering sophisticated structural engineering services to Architects, Builders, Owners, and their Representatives. The firm was founded by Ronald M. Jezerinac, P.E., S.E., an accomplished structural engineer with over twenty years of experience. Ron has practiced almost his entire career in South Florida and has led some of the most demanding projects from modest architectural statements to iconic sport's facilities to very large-scale commercial and residential mixed-use projects. Since its inception in 2014, the firm has grown rapidly and currently serves a multitude of well-respected high-profile architects, owners, and contractors on a multitude of public and privately funded projects in the commercial, residential, hospitality, industrial, educational, religious, healthcare, and sports and entertainment markets.

The following paragraphs outline our understanding of the project, our proposed scope, and the proposed fee structure.

I. Project Description

Our fee proposal is based on information provided to us in an RFP dated **July 11, 2021** for Palm Beach County Project #2021-013514, which included a description of the scope of work for the project. In addition, we attended a kickoff meeting with the County, Netta Architects and their Consultants on December 7, 2021. To summarize in general terms, the project consists of programming, design, permitting, and construction administration of the 12-story, approximately 290,000 square foot Governmental Center Renewal and Replacement (R/R) project located at 301 North Olive Avenue in West Palm Beach. Regardless of the larger scope, this proposal will only include scope and fee for work to be completed over the next several months, namely a structural conditions assessment as well as general consulting to Owner and Design Team.

The Structural Condition Assessment will include visual observations of representative exposed structural elements for which the assessment team is provided reasonable access and as the presence of finishes allows. The purpose of this effort is to confirm in a reasonable fashion that a building or other structure is safe for continued use under the present occupancy or future use under a revised



occupancy if such modification is required as part of a rehabilitation project. A sufficient number of typical structure members will be examined to permit reasonable conclusions to be drawn.

Observations and recommended repairs will be limited to those that are structural in nature - this structural assessment and report alone do not constitute a full Building Conditions Assessment per Miami-Dade or Broward County recertification requirements, as there will be other consultants providing electrical, envelope/waterproofing, and life safety recommendations to the overall interdisciplinary report.

While we will be authoring protocol for the work, the actual material testing and destructive testing/removal of finishes are not included in this scope. Analysis with engineered solutions and repair details (if required) will be an additional phase not included in the base scope of this Structural Condition Assessment.

Similarly, repair recommendations will be general in nature. Engineered repair details for permitting and construction purposes are excluded from the base scope of services but, for this project, may be included in the general consulting services provided following the initial assessment.

II. Scope of Services

Our scope of services will be as provided in Exhibit A Basic Scope of Services – Structural Design attached.

III. Fees

We propose to perform the above Scope of Services for the fees listed below broken down by Phase, Task and Resource. We have also included a line item for expected reimbursable expenses as defined by AIA B104. For this project, we anticipate reimbursable expenses to include primarily local travel, printing and courier costs.

	Hourly Rate	\$230.00	\$145.00	\$105.00	\$65.00	
		Senior Principal	Associate	Senior Engineer	Administrative	
Structural Conditions Assessment (Phase I)						
Document Review		4	16	8	1	
Initial Site Observations		12	24	32	2	
Develop and Issue Demo and Testing Plans		2	12	6	1	
Observe Demo and Testing, Review Reports		2	8	20	1	
Internal Analysis of Data		2	12	8	0	
Phase I Report		2	6	56	2	
Subtotal Hours		24	78	130	7	
		\$5,520.00	\$11,310.00	\$13,650.00	\$455.00	\$30,935.00
Existing Building Structural Analysis and Design						
Structural Analysis per current loading and building configuration		8	16	80	0	
Structural Design Checks		4	8	24	0	
Building Analysis Report		4	8	24	1	
		16	32	128	1	
		\$3,680.00	\$4,640.00	\$13,440.00	\$65.00	\$21,825.00
Structural Conditions Assessment (Phase II)						
Confirming Site Observations		8	16	60	2	
Phase II (Final) Report		4	8	20	1	
		12	24	80	3	
		\$2,760.00	\$3,480.00	\$8,400.00	\$195.00	\$14,835.00
General Structural Consulting (Hourly Upon Request)						Hourly Upon Request
Grand Total						\$67,595.00

IV. Payment

We will invoice the Client monthly for fees and expenses. Amounts due will be proportional to the completion of the phases described in Section III. Payment is due per the terms provided within Exhibit C, Standard Conditions. Jezerinac Group reserves the right to suspend or terminate services should payment fail to comply with these terms.

V. Additional Services

Should we be requested to perform services outside our Basic Scope of Services, as outlined in Exhibit A, we will make a request for additional fees in writing. We will proceed with the additional services only upon approval by the Client. Additional services will be rendered on an hourly basis per the rates that are shown within Exhibit B - Billing Rates unless a negotiated lump sum is mutually agreed upon.



Jim Johnston
Netta Architects
Re: Robert Weisman Government Center
April 13, 2022 (Rev 2)
Page 4 of 4

VI. Standard Conditions

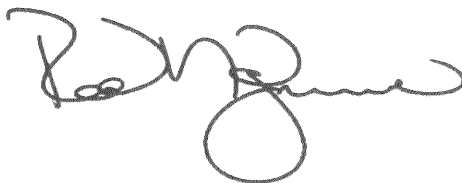
We will perform all services in accordance with Exhibit C, Standard Conditions. Should Client elect to enter into an AIA Architect/Consultant Agreement or other Agreement, we will expect that these mutually beneficial terms are included within. This Proposal Letter in combination with its Exhibits represents our entire agreement.

Again, we would like to thank you for this opportunity and look forward to your favorable response to our proposal and are ready to get started upon written authorization to proceed.

Very Truly Yours,

JEZERINAC GROUP, PLLC

Accepted by: Netta Architects



Ronald M. Jezerinac, P.E., S.E.
President

(signature)

(printed)

(date)





EXHIBIT A

Basic Scope of Services

In general, our Basic Scope of Services includes the review of available documentation for the existing structure, observation of the building's primary structural frame (as finishes and access allows), structural aspects of the building enclosure, and the presentation of our observations and findings within a signed and sealed report. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written direction to do so.

Structural Conditions Assessment (Phase I)

Document Review

- Review of available pertinent documentation including but not limited to the following:
 - Structural design documents.
 - Architectural design documents.
 - Shop drawing submittals that may pertain to the primary structural frame and/or the structural aspects of the building enclosure.
- If required, assist the Client in locating said documents within the facility's records room or at the Building Department.

Initial Site Observations

Regarding site observations in this phase, it is important to note that observations are visual-only and can be made only to the extent that building finishes permit and considering limitations of access provided at the time of our visit. We will request the removal of building finishes, while balancing the need to obtain the most possible information with the least disruption to County employees who work in the space. Demolition and material testing are not within the scope of JG, though JG will assist in scoping of such work if determined to be recommended during the initial condition assessment phase. Engaging a firm specializing in the required testing will be required to perform this work if required.

- Visit site to understand overall building layout and to recommend locations for removal of finishes in key areas such that more of the structure can be observed.
- Author a Demolition or Finish Removal Plan, visit site to ensure proper extent of finish removal
- Perform full site observations and document the following structural conditions:
 - Site Conditions adjacent to building structure noting signs of soil erosion, foundation settlement, or foundation heave.
 - Ground floor slab noting significant cracking or signs of settlement.
 - Building superstructure including columns, beams, and slabs noting signs of distress such as cracking or spalling of concrete and concrete masonry units (CMU); yielding, cracking, or fracture of structural steel members, bolts, or welds; excessive deflection or warping of any structural member.
 - Signs of water or moisture intrusion including water-staining, efflorescence, corrosion, and rot, and noting the potential means of water ingress.
 - Building finishes that may indicate structural distress noting items such as cracked paint on structural members and the substantial cracking of wall or floor finishes.





JEZERINAC GROUP

EXHIBIT A Basic Scope of Services

- Structural elements outside of the building footprint. This may include but not be limited to site retaining walls, planter walls, signage walls, signage support, flag, and light poles and their supports.
- Recommend destructive and non-destructive testing programs
- Analyze data listed above and formulate conclusions and recommendations.

Reporting

- Discuss with Client initial findings and determine report organization and emphasis.
- Prepare a report which presents our findings. Specifically, the report will include the following:
 - Description of the structural systems present.
 - Summary of the observed conditions.
 - Provide an overall opinion of the building's structural condition.
 - Summary of any potential issues with the building structure and the structural aspects of the building enclosure.
 - Provide recommendations to the Client.
- Report will be inclusive of photos and/or graphics as required to describe the extent of observations, existing conditions, recommendations or to better illustrate complex structural behavior.

Existing Building Structural Analysis and Design Review

Additional analysis of the building structure and review of the initial design from the time of construction can help develop more certainty with regards to the building's ability to resist the loads it was intended to be designed for, loads it is subject to, and the loads it will be subject to in the future as a result of a planned renovation/adaptive reuse project. Note, this applies to both the primary structural frame as well as the structural aspects of the building envelope. This additional phase provides an opportunity to review adequacy of the initial design to identify potential overstress or detailing issues that could result in future distress that has not yet been observed. The results of this analysis will allow for more targeted follow-up observations during this assessment as well as future assessments and will help guide scoping of testing programs if certain areas require additional confirmation of the as-built condition. Also, the analysis models created during this additional phase will help inform decisions through the design phase of the anticipated future renovation project.

Building Structural Analysis

- Build structural analysis model(s) of the primary structural frame and the structural aspects of the building envelope as communicated on the existing drawings made available to JG.
- Apply original design loads to building structure as described above and as communicated on the existing drawings made available to JG.
- Evaluate modifications to the original structural system since initial construction and/or changes in occupancy that would affect design loads applied and update the analysis model(s) accordingly.

Building Design Review

- Review existing structural drawings in tandem with analysis results for potential design issues in the initial design.





EXHIBIT A

Basic Scope of Services

- To a reasonable degree, review historic building codes as applicable from initial design.

Reporting

- Discuss with Client initial findings and determine report organization and emphasis.
- Prepare a report which presents our findings. Specifically, the report will include the following:
 - Summary of structural analysis and design review.
 - Summary of potential issues identified.
 - Provide recommendations to the Client.
 - Coordinate recommendations with the Structural Conditions Assessment and with the Client.
- Report will be inclusive of photos and/or graphics as required to describe the extent of observations, existing conditions, recommendations or to better illustrate complex structural behavior.

Structural Conditions Assessment (Phase II)

Confirming Site Observations

This phase will be performed as construction is progressing and will be used further confirm our conclusions and recommendations within Phase I. Prior to each floor being remodeled, all finishes will be removed by the contractor. At this point, we can complete our Structural Conditions Assessment as floors are made available to us. We assume that between 1 and 3 floors will be made available to us at any given time.

- Visit site once finishes are removed. Observe the entire exposed portion of the structure to confirm assumptions made in Phase I based on the more limited information available during that phase.
- Author further testing protocol if necessary to support or further develop conclusions.

Reporting

- Update Phase I report to include all data uncovered within all phases described herein.
- Finalize report.
- Present final report to Client

General Structural Consulting (Hourly Upon Request)

Between now and until a further CSA can be issued for the overall building design, there may be a need for general structural consulting services on the project. We will provide various structural analysis, design and general consulting to Client and the Owner on an as needed basis. Such activities may include some or all of the following:

- Assist Client and Owner in project's Programming Phase, provide general consulting to assure the program is being constructed in a manner that respects the current structural realities of the building.





EXHIBIT A

Basic Scope of Services

- Perform local analysis and design tasks to support the above efforts.
- Attend meetings to support the above efforts.
- Analysis of how observed structural conditions may affect the program.

Further Clarifications to Scope

While most of these services can be performed by Jezerinac Group, the following items are specifically excluded from this particular Scope of Services:

- Formulation of representative repair and remediation solutions. These services can be provided at the Client's request. Such services will be billed on an hourly basis per the rates shown in Exhibit B.
- Any required laboratory testing or subcontractor services. Rental fees of diagnostic equipment.
- Any selective demolition if required at any time.
- Opinions and estimates of Cost of Work. The Owner shall retain a qualified Construction Professional to perform such services.
- Any work performed after issuance of our report inclusive of additional investigation and testing. Such services will be billed on an hourly basis per the rates shown in Exhibit B.
- Construction Document services.
- Construction Administrative services.





EXHIBIT B 2022 Billing Rates

TITLE	HOURLY BILLING RATE
Senior Principal / President	\$230.00
Principal / Vice President	\$180.00
Senior Associate	\$160.00
Associate	\$145.00
Senior Project Engineer	\$135.00
Project Engineer	\$120.00
Senior Engineer	\$105.00
Engineer	\$95.00
Building Information Modeler Manager	\$135.00
Senior Building Information Modeler	\$105.00
Building Information Modeler	\$75.00
Administrative Support Staff	\$65.00
Intern	\$55.00

*Rates are effective through December 31, 2022



NETTA ARCHITECTS, LLC

Fee Schedule

Effective January 1, 2022 thru December 31, 2022

HOURLY RATES

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	96.37	2.75	265.00
Senior Vice President	89.09	2.75	245.00
Vice President	83.64	2.75	230.00
Director	72.73	2.75	200.00
Architectural & Interior Designer	72.73	2.75	200
Project Manager	65.46	2.75	180.00
Senior Architect	56.37	2.75	155.00
Architect Level I	47.28	2.75	130.00
Architect Level II	45.46	2.75	125.00
Architect Level III	40.00	2.75	110.00
Draftsman	23.64	2.75	65.00
Engineer	54.55	2.75	150.00
Clerical	18.19	2.75	50.00

MULTIPLIER CALCULATIONS

Salary		1.000
Fringe Benefits		.3
Overhead		1.2
Subtotal		2.5
Profit (10%)		.25
Total Multiplier		2.75

Contract Multiplier of 2.75 is provided per Resolution

Certification

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

Signature

May 5, 2022

Date

Nicholas J. Netta, AIA, NCARB, President & CEO

Name, Title



Fee Schedule

Effective Dates: January 1, 2022 - December 31, 2022

Hourly Rates

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Senior Principal	\$82.14	2.8	\$230.00
Principal	\$64.29	2.8	\$180.00
Senior Associate	\$57.14	2.8	\$160.00
Associate	\$51.79	2.8	\$145.00
Senior Project Engineer	\$48.21	2.8	\$135.00
Project Engineer	\$42.86	2.8	\$120.00
Senior Engineer	\$37.50	2.8	\$105.00
Engineer	\$33.93	2.8	\$95.00
Building Information Modeler Manager	\$48.21	2.8	\$135.00
Senior Building Information Modeler	\$37.50	2.8	\$105.00
Building Information Modeler	\$26.79	2.8	\$75.00
Administrative Support Staff	\$23.21	2.8	\$65.00
Intern	\$19.64	2.8	\$55.00

Multiplier Calculations

Salary	1.000
Fringe Benefits	0.300
Overhead	1.400
Subtotal	2.700
Profit (10%)	0.100
Total Multiplier	2.800

Contract Multiplier of 2.800 is provided per Resolution

Certification:

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

4-May-22

Signature

Date

Ronald Jezerinac, President

Name, Title

CONTRACT EXHIBIT C

EBO SCHEDULES 1 & 2
(Completed and executed)

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Palm Beach County Government Center

SOLICITATION/PROJECT/BID NAME: _____

SOLICITATION/PROJECT/BID No.: PN 2021-0135

NAME OF PRIME RESPONDENT/BIDDER: Netta Architects

ADDRESS: 621 NW 53rd Street, Suite 350, Boca Raton, FL 33487

CONTACT PERSON: Francisco Melendez

PHONE NO.: 561-295-4500 E-MAIL: fmelendez@nettaarchitects.com

SOLICITATION OPENING/SUBMITTAL DATE: 04/13/2022

DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. Netta Architects 621 NW 53rd St., Suite 350 Boca Raton, FL 33487	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$23,460.00	_____
2. Jezerinac Group 480 Hibiscus St., Suite 107 West Palm Beach, FL 33401	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$67,595.00	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

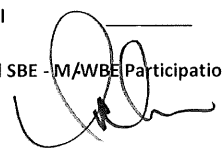
(Please use additional sheets if necessary)

Total _____ **\$91,055.00**

Total Bid Price \$ 91,055.00

Total SBE - M/WBE Participation **74.24%**

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



Signature

President/CEO

Title

- Note:
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: PN 2021-013514

SOLICITATION/PROJECT NAME: Palm Beach County Government Center

Prime Contractor: Netta Architects Subcontractor: Jezerinac Group

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Structural Condition Assessment				\$67,595.00

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


If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Netta Architects

Print Name of Prime

By:  _____

Authorized Signature

Nicholas J. Netta

Print Name

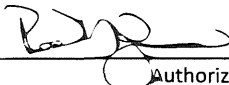
President/CEO

Title

Date: 04/13/2022

Jezerinac Group

Print Name of Subcontractor/subconsultant

By:  _____

Authorized Signature

Ronald Jezerinac

Print Name

President

Title

Date: 04/13/2022

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: PN 2021-013514
 SOLICITATION/PROJECT NAME: Palm Beach County Government Center

Prime Contractor: Netta Architects Subcontractor: _____

(Check box(s) that apply)

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

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Structural Condition Assessment				\$23,460.00
	(Building Docs Review, Accompany Testing, Project Support)				

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

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Netta Architects

 Print Name of Prime

By:  _____
 Authorized Signature

Nicholas J. Netta

 Print Name

President/CEO

 Title

Date: **04/13/2022**

 Print Name of Subcontractor/subconsultant

By: _____
 Authorized Signature

 Print Name

 Title

Date: _____

CONTRACT EXHIBIT D

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2022

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

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

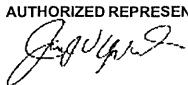
PRODUCER Marquis Professional Risk 485A Route 1 South Suite 240 Iselin NJ 08830	CONTACT NAME: PHONE (A/C, No, Ext): 1-732-243-1300 FAX (A/C, No): 973-227-4026 E-MAIL ADDRESS: certificaterequest@marquispro.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Netta Architects, LLC 1084 Route 22 West Mountainside NJ 07092	NETTARC-01 INSURER A : Citizens Insurance Company of America 31534	
	INSURER B : Massachusetts Bay Insurance Company 22306	
	INSURER C : Arch Insurance Company 11150	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1577743239** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	OBYH49474301	1/31/2022	1/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	OBYH49474301	1/31/2022	1/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	OBYH49474301	1/31/2022	1/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	N/A	WDYH416827	1/26/2022	1/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PAAEP0097804	4/28/2022	4/28/2023	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NA2221730 PBC Structural Condition Assessment Government Center (PN 2021-013514) Palm Beach County 30 N. Olive St., West Palm Beach, FL;
 "Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability"

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

CONTRACT EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

Netta Architects, LLC has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County.

(Attach additional sheets as needed.)

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

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

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This DISCLOSURE is submitted by (Name of Individual:) Nicholas J. Netta, AIA, NCARB as (Title/Position:) President & CEO of (Name of Firm:) Netta Architects, LLC who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature Nicholas J. Netta, AIA, NCARB, President & CEO

August 16, 2021

Date

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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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N/A

(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) Curtis Fentress, FAIA, RIBA, as (Title/Position:) President / PIC Design of (Name of Firm:) Fentress Architects, Ltd. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

August 9, 2021

Date

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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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



Signature

08-12-2021

Date

ATTACHMENT E
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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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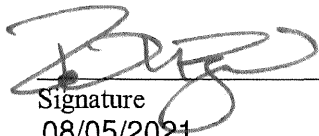
(Attach additional sheets as needed.)

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



Signature
08/05/2021

Date

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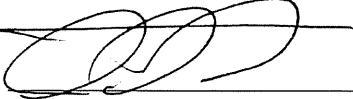
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This DISCLOSURE is submitted by (Name of Individual:) George G. Gentile, as (Title/Position:) Senior Partner of (Name of Firm:) Gentile Glas Holloway O'Mahoney & Associates, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

8/16/2021

Date

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This DISCLOSURE is submitted by (Name of Individual:) Ricardo Moncada, as (Title/Position:) Chief Consultant of (Name of Firm:) RMS Building Envelope Consultant LLC who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature 

Date 08/10/2021

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


Signature

Date

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This DISCLOSURE is submitted by (Name of Individual:) H. Erick Gonzalez, PE, as (Title/Position:) Principal of (Name of Firm:) TLC Engineering Solutions, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature
August 17, 2021

Date

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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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N/A

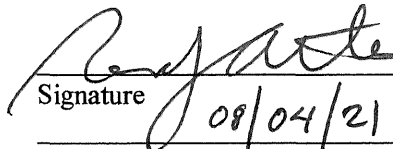
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This DISCLOSURE is submitted by (Name of Individual:) RANDY ATLAS, as
(Title/Position:) PRESIDENT of (Name of Firm:) ATLAS SAFETY & SECURITY DESIGN INC.
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature
08/04/21
Date