

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Consultant Services Authorization (CSA) No. 9 to the continuing architectural/engineering consulting services contract (R2019-1898) with Architecture Green LLC (Consultant) in the amount of \$213,849.19 for the North County Aquatic Complex-Pool Renovation and New Splash Pad project (Project).

**Summary:** On December 17, 2019, the Board of County Commissioners (Board) approved the continuing architectural/engineering consulting services contract (R2019-1898) with the Consultant to provide architectural/engineering services for various projects. The Parks and Recreation Department desires to renovate the existing 50 meter pool/dive well and construct a splash pad area to better serve the users of the North County Aquatic Complex Facility. Under CSA No. 9, the Consultant will provide the professional services (i.e. design, construction document preparation, permitting and construction administration services) necessary for the Project. The continuing architectural/engineering consulting services contract was presented to the Goal Setting Committee on August 7, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of a minimum mandatory 20% Small Business Enterprise (SBE) participation and an SBE evaluation preference for the selection. The Consultant committed to achieving an SBE goal of 100%. The SBE participation on this CSA is 64.18%. To date, the cumulative SBE participation on the contract is 86.99%. The Consultant is a local and SBE certified firm. **Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 1 (MWJ)**

**Background & Justification:** The design professional was selected on November 8, 2019, pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055. CSA No. 9 will provide the professional services necessary for the Project which will benefit the residents of the community.

**Attachments:**

- 1. Location Map
- 2. Budget Availability Statement
- 3. CSA No. 9
- 4. CSA History

Recommended by: *Ramón C. Galindo*      *1/24/24*  
Department Director      Date

Approved by: *W. Baker*      *1/24/24*  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$213,850	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$213,850</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No \_\_\_\_\_  
 Is this item using Federal Funds? Yes \_\_\_\_\_ No   X    
 Is this item using State Funds? Yes \_\_\_\_\_ No   X  

Budget Account No: Fund 3950 Dept 581 Unit T176 Object 6505

PROFESSIONAL SERVICES	\$213,849.19
STAFF COSTS	\$ 0.00
CONTINGENCY	\$ 0.00
<b>TOTAL</b>	<b>\$213,849.19</b>

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

Funding for this project is from the Infrastructure Sales Tax Fund

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

<u><i>[Signature]</i></u> OFMB	<u>GA 1/16</u> <u>EW 1-16-24</u>	<u><i>[Signature]</i></u> Contract Development and Control	<u>1/23/24</u>
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**B. Legal Sufficiency:**

*[Signature]*  
Assistant County Attorney

1/24/24

**C. Other Department Review:**

*[Signature]*  
Department Director

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

# LOCATION MAP

**Project No:** 2023-20733  
**Project Name:** North County Aquatic Complex-Pool Renovation and New Splash Pad  
**Location:** 861 Toney Penna Drive, Jupiter, Florida 33458



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/19/2023 REQUESTED BY: Mitch Silverman PHONE: 233-2057

PROJECT TITLE: North County Aquatic Complex – Pool renovation and design (Same as CIP or IST, if applicable)

IST PLANNING NO.:2023-020733

ORIGINAL CONTRACT AMOUNT: \$0

BCC RESOLUTION#:R2019-1898

REQUESTED AMOUNT: \$213,849.19 R1

DATE: 11/2/2023

eFDO #: 2023-020733

SUPPLEMENT NUMBER: CSA 9

LOCATION: 861 Tony Penna Drive, Jupiter FL

BUILDING NUMBER: NA

DESCRIPTION OF WORK/SERVICE LOCATION: CSA for design services, construction administration, and permitting for the design of the pool renovation and future splash pad.

PROJECT/W-O. NUMBER: CSA 9 - 2023-020733

CONSULTANT/CONTRACTOR: Architecture Green, LLC.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Professional services to include the design, permitting, and construction administration for the design of the pool renovation and future splash pad.

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental for ballfield lighting.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION, PROFESSIONAL SERVICES, STAFF COSTS\*, EQUIP. / SUPPLIES, CONTINGENCY, and TOTAL.

\* 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: 581 UNIT: T176 OBJ: 6505

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

Ad Valorem (Amount \$ ) Infrastructure Sales Tax (Amount \$ 213,849.19 )
State (source/type: Amount \$ ) Federal (source/type: Amount \$ )
Grant (source/type: Amount \$ ) Impact Fees: (Amount \$ )
Other (source/type: Amount \$ )

Department: Parks and Recreation

BAS APPROVED BY: [Signature]

DATE 12/19/23

ENCUMBRANCE NUMBER:

**CONSULTANT SERVICES AUTHORIZATION #09**

**ARCHITECTURE GREEN LLC**  
*Continuing Architectural Consultant*

**NORTH COUNTY AQUATIC COMPLEX - POOL RENOVATION & NEW SPLASH  
PAD  
PROJECT NO. 2023-020733**

**THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 09** to the Contract dated 12/17/2019 (R2019-1898) (the "Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

- 1. CONSULTANT:** Architecture Green LLC, whose Federal Tax ID# is 77-0714409.
  - 2. History:** Not applicable. This CSA is for a new project.
  - 3. Services completed to date:** Not applicable. This CSA is for a new project.
  - 4. Description of Services to be provided by Consultant:** Professional services shall include the design, document preparation, permitting and construction administration services necessary for the renovations of the existing 50-meter pool/dive well and new children's splash pad area, as detailed on the attached proposal dated 12/14/2023. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.
  - 5. Compensation:** The compensation to be paid to the Consultant for the requested services shall be :Lump Sum charge of \$ 213,849.19.
  - 6. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.**
- Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.**
- 7.** If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.
  - 8.** All terms, conditions, and obligations of the original Contract, as amended, shall remain in full force and effect, unless specifically noted as follows:

E-VERIFY - EMPLOYMENT ELIGIBILITY

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) 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 use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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.

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.

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.

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.

RESILIENCY AND SUSTAINABILITY

The design must meet the requirements of County's policy and procedures manual, PPM CW-O-093, "Resiliency and Sustainability in County Capital Construction Projects". The design professional shall provide the County a complete resiliency and sustainability checklist for the project. Pursuant to Florida Statutes 255.2575, all County buildings shall be constructed to comply with a sustainable building rating system or national model green building code. The project should use the most recent version of the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection to plan for future sea level rise.

**9. Time of Commencement:** Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".

**10. EBO Program:**

The API established for this contract is a mandatory minimum of 20% SBE participation. The Consultant committed to an SBE participation of 100%. The SBE participation for this CSA is 64.18%. When added to the Consultant's participation to date, the resulting SBE participation is 86.99%.

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**NORTH COUNTY AQUATIC COMPLEX RENOVATIONS  
PROJECT NO. 2023-020733**

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

**ATTEST:  
JOSEPH ABRUZZO, CLERK &  
COMPTROLLER**

**PALM BEACH COUNTY,  
A Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Maria Sachs, Mayor

Date: \_\_\_\_\_

**APPROVED AS TO  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Director - FD&O

**WITNESS:**

**CONSULTANT: ARCHITECTURE GREEN LLC**

\_\_\_\_\_  
Signature

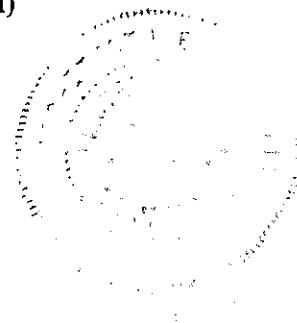
By: \_\_\_\_\_  
Signature

DOUGLAS PERRIN  
Name (type or print)

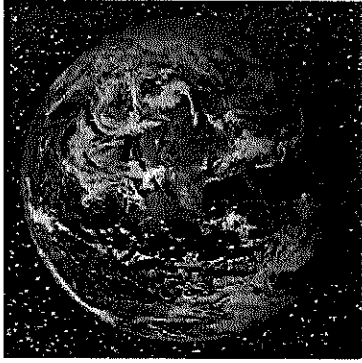
MARKS PERITY  
Name (type or print)

\_\_\_\_\_  
Title

(Corporate Seal)







12/14/2023

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**ARCHITECTURE GREEN LLC**

Commerce pointe  
1818 South Australian Ave  
Suite 245  
West Palm Beach, Fl.  
33409

Mr. Stuart Patterson, AIA, NCARB  
Project Manager  
Palm Beach County Facilities Development & Operations  
Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5604

RE: REQUEST FOR PROPOSAL  
PROFESSIONAL CONSULTING SERVICES  
PBC NORTH COUNTY AQUATIC COMPLEX RENOVATIONS  
PBC PROJECT # 2023-020733

Dear Mr. Patterson:

561 398-2109  
msb@architecturegreenLLC.com

I would like to thank you for the opportunity to present our proposal for the renovation of The North County Aquatic Complex. Per our discussion, Architecture Green LLC will provide Design and Construction Permit Documents including assistance with the CM Contractor, Permitting assistance and Construction Administration for the pool renovation. The renovation includes a current boundary survey, 50 meter pool renovation, new Musco LED deck lighting and a design concept for the future splash pad area.as follows.

**Mark Steven Beatty AIA, LEED A.P.**  
Principal AA92184

*Architecture*  
*Interior Design*  
*Planning*  
*Sustainability Consulting*

**AQUATIC SCOPE OF WORK:**

**50 METER POOL AND DIVE WELL:**

- Resurface pool and dive well. Material to be Plaster
- All new gratings.
- All new tile lane markers wall targets and tile gutter surface.
- New PRE-CAST coping.
- Dive Well bulkhead remediation / new PVC grating, attachment review, floating or wall

**ARCHITECTURE GREEN LLC.**

*DEDICATED TO THE SUSTAINABILITY OF OUR PLANET*

AA26002116 – IB26001272



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Commerce pointe  
1818 South Australian Ave  
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561 398-2109

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*Sustainability Consulting*

mount.

- New 3 meter and 1 meter stands and dive boards.
- Removal of existing 3 and 1 meter concrete dive tower.
- New LED underwater pool lights.
- New LED MUSCO pool deck lighting and poles.
- Boundary Survey with topographic and tree survey inside the pool enclosure.
- Geo-technical boring for the four new deck light poles.

**NEW SPLASH PAD AREA DESIGN CONCEPT:**

NOTE: Due to funding, the splash pad area will be developed as a future phase. The design team will provide design development level documents for planning and estimating purposes. It will include the following:

- Demolition of existing small kiddie pool and concrete deck area to the east.
- New splash pad located at North end of pool deck. (Initial budget @ \$1Million Dollars) Play equipment will be based on Vortex Aquatic Structures International.
- Splash pad surface finish based on stained concrete.
- New shade covered area with tables and seating adjacent to splash pad.
- Pump, filtration and electrical service location will be located in an underground vault with top access located near the splash pad area.

Architecture Green LLC will provide Architectural Services including the Aquatic Engineer for the pool renovation and new splash pad, Mechanical, Electrical and Plumbing Engineer for the pool renovation. Submittals will be based on standard PBC submittal schedule at Schematic Design, Design Development documents for the Splash Pad, and 30% 60% and 100% Construction Document Phase submittal for the 50 meter pool renovation.

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**CONSULTANTS ARE AS FOLLOWS:**

- Architecture Green LLC. Lead Architect / PBC SBE.

**SUB-CONSULTANTS:**

- Engenuity Group Engineers. Boundary Survey  
PBC SBE.
- Nutting Engineers of Florida – Geo-Technical  
PBC NON SBE “GRADUATE”
- Aquadynamics Design Group Inc. Aquatic Engineers.
- JLRD Consulting Engineers – Site Electrical  
PBC NON SBE “GRADUATE”

Our lump sum fees would be as follows:

**Architectural / Engineering Services**

AGLLC.....	\$ 118,586.66
Engenuity Group, Inc.....	\$ 12,672.30
Nutting Engineers of Florida.....	\$ 6,142.08
Aquadynamics Design Group.....	\$ 62,000.00
JLRD Engineers.....	\$ 8,448.15
Reimbursable.....	\$ 6000.00
<b>SUB-TOTAL.....</b>	<b>\$ 213,849.19</b>

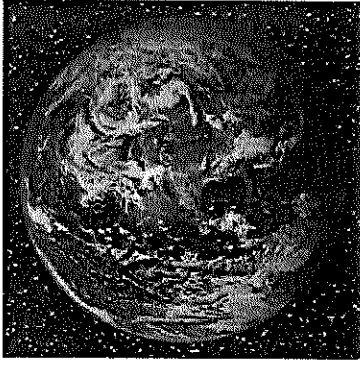
Attached, find our Schedule 1 and 2 forms and back up information.  
If PBC requires any further information, please don't hesitate to  
contact Architecture Green LLC.

**ADDITIONAL TERMS AND CONDITIONS:**

1. PBC will provide AGLLC with a CAD / PDF as-built of the existing NCAC.
2. This proposal is based on PBC CM at Risk construction method. Cost estimates are not included.
3. This proposal includes a Boundary Survey for parcels (A & B) as well as partial tree and topographic Survey in the area surrounded by the pool enclosure and the building.

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4. This proposal does not include Re-Zoning, DRO Site Plan Approvals, Phase I or II Environmental Site Assessment or a Natural Resource Assessment including gopher tortoise survey or relocation services.
5. It is understood that Architecture Green LLC and it's Consultants are NOT responsible for Job Safety, Hazardous Material found on site or any unknown conditions.
6. It is assumed that the existing infrastructure will support the redevelopment of the Pool area, therefore there are NO off-site infrastructure improvements including roadway, drainage, sewer, water, electric etc included.
7. This proposal does not include any LEED or other Sustainable Criteria Certification.
8. There is no WIFI systems included in this proposal.
9. Proposal includes 2 progress site meetings per month as specified in the scope of work above and in our hourly breakdown. Additional site observation meetings requested by owner will be considered an add service.
10. Architecture green LLC and its Consultants reserves the right to rely on Owner supplied information.
11. This proposal does not include any approvals or permitting (other than PBC agencies listed in the consultants proposal) with any entity including but not limited to Local, State and Federal Environmental Resource Management Agencies, Florida Inland Navigation District (FIND) and the Port of Palm Beach, Florida related to construction within the right-of way of the ICW and or FIND controlled area.
12. This proposal does not include any Consultants cost and or fees to obtain any State of Florida variances that might be required from the Florida Department of Health for the existing pool.
13. This proposal does not include the services of a structural engineering firm.
14. All impact and permitting fees will be paid for by Palm Beach County.
15. A design intent report or renderings are not included.

**ARCHITECTURE GREEN LLC.**

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AA26002116 – IB26001272



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Sustainability Consulting*

16. PBC Art in public places program is not included in this proposal.
17. Palm Beach County will provide all Abstract title information as required by PBC permitting.
18. Pool deck scope is limited to the replacement of the diving board area.
19. Reimbursable expenses do not include printed material for contractor bidding purposes. Reimbursable expenses are an estimate only. If that number is exceeded, Client agrees to provide additional funds as required.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, EFFECTIVE JULY 2013, THE PARTIES UNDERSTAND AND AGREE THAT THE ARCHITECTURAL AND ENGINEERING FIRMS, EMPLOYEES OR AGENTS (DESIGN PROFESSIONALS) MAY NOT BE SUED OR HELD INDIVIDUALLY LIABLE FOR NEGLIGENT PERFORMANCE OF THIS AGREEMENT

We thank you for the opportunity be to be of service to Palm Beach County. We look forward to the completion of another successful project. If you have any questions or please don't hesitate to call.

Respectfully

**ARCHITECTURE GREEN LLC.**

DEDICATED TO THE SUSTAINABILITY OF OUR PLANET

AA26002116 – IB26001272

AGLLC FEE NORTH COUNTY AQUATIC COMPLEX - AQUATIC RENOVATION AND SPLASH PAD- LABOR HOURS 10/31/2023											
Task Description	Principal Architect		Project Manager		Technical Cad / Bim		Clerical		Labor Total	Reproduction Expenses	Total
PBC Project No.	\$184.28		\$142.28		\$88.00		\$59.62				
<b>Task Description Total</b>	<b>74</b>		<b>542</b>		<b>256</b>		<b>89</b>		<b>\$118,586.66</b>	<b>\$0.00</b>	
<b>ADMINISTRATION</b>											
AGLLC Prime Contract Coordination / SOW	42	\$7,739.76	0	\$0.00	0	\$0.00	2	\$119.24	\$7,859.00		\$7,859.00
Consultant Contract Engagement (3X8)	24	\$4,422.72	0	\$0.00	0	\$0.00	6	\$357.72	\$4,780.44		\$4,780.44
Project Admin (4 Months, 3 Consultants)	0	\$0.00	48	\$6,829.44	0	\$0.00	12	\$715.44	\$7,544.88		\$7,544.88
Project Set Up	0	\$0.00	8	\$1,138.24	6	\$528.00	2	\$119.24	\$1,785.48		\$1,785.48
Project Close Out	0	\$0.00	12	\$1,707.36	8	\$704.00	2	\$119.24	\$2,530.60		\$2,530.60
Sub Total	66	\$12,162.48	68	\$9,675.04	14	\$1,232.00	24	\$1,430.88	\$24,500.40	\$0.00	\$24,500.40
<b>SCHEMATIC DESIGN / SPLASH PAD</b>											
Progress Meetings / Minutes / Coordination	0	\$0.00	16	\$2,276.48	0	\$0.00	3	\$178.86	\$2,455.34		\$2,455.34
AGLLC Schematic Documents	0	\$0.00	20	\$2,845.60	60	\$5,280.00	0	\$0.00	\$8,125.60		\$8,125.60
Consultant Collaboration / QAQC Review	0	\$0.00	12	\$1,707.36	0	\$0.00	0	\$0.00	\$1,707.36		\$1,707.36
Specifications	0	\$0.00	8	\$1,138.24	6	\$528.00	0	\$0.00	\$1,666.24		\$1,666.24
Schematic Submittal / PBC Review / Comments	0	\$0.00	8	\$1,138.24	0	\$0.00	0	\$0.00	\$1,138.24		\$1,138.24
Sub Total	0	\$0.00	64	\$9,105.92	66	\$5,808.00	3	\$178.86	\$15,092.78	\$0.00	\$15,092.78
<b>DESIGN DEV / SPLASH PAD / 50 METER</b>											
Progress Meetings / Minutes / Coordination (3)	0	\$0.00	16	\$2,276.48	0	\$0.00	3	\$178.86	\$2,455.34		\$2,455.34
AGLLC Design Documents	0	\$0.00	16	\$2,276.48	48	\$4,224.00	0	\$0.00	\$6,500.48		\$6,500.48
Specifications	0	\$0.00	8	\$1,138.24	0	\$0.00	3	\$178.86	\$1,317.10		\$1,317.10
Consultant Collaboration / QAQC Review	0	\$0.00	12	\$1,707.36	0	\$0.00	0	\$0.00	\$1,707.36		\$1,707.36
Incorporate Schematic Comments	0	\$0.00	4	\$569.12	8	\$704.00	0	\$0.00	\$1,273.12		\$1,273.12
Sub Total	0	\$0.00	56	\$7,967.68	56	\$4,928.00	6	\$357.72	\$13,253.40	\$0.00	\$13,253.40
<b>50% &amp; 95% CONST DOC / 50 METER</b>											
Progress Meetings / Minutes / Coordination (2)	0	\$0.00	8	\$1,138.24	0	\$0.00	2	\$119.24	\$1,257.48		\$1,257.48
AGLLC Design Documents (50%-95%)	0	\$0.00	24	\$3,414.72	80	\$7,040.00	0	\$0.00	\$10,454.72		\$10,454.72
Specifications	0	\$0.00	8	\$1,138.24	0	\$0.00	8	\$476.96	\$1,615.20		\$1,615.20
Consultant Collaboration / QAQC Review	0	\$0.00	24	\$3,414.72	8	\$704.00	0	\$0.00	\$4,118.72		\$4,118.72
Incorporate DD & 50% CD Comments	0	\$0.00	8	\$1,138.24	8	\$704.00	0	\$0.00	\$1,842.24		\$1,842.24
Sub Total	0	\$0.00	72	\$10,244.16	96	\$8,448.00	10	\$596.20	\$19,288.36	\$0.00	\$19,288.36
<b>PERMITTING / BIDDING PROCESS</b>											
Pre - Bid Meeting	0	\$0.00	8	\$1,138.24	0	\$0.00	2	\$119.24	\$1,257.48		\$1,257.48
CM Collaboration / GMP / Estimates / RFI's	0	\$0.00	24	\$3,414.72	0	\$0.00	4	\$238.48	\$3,653.20		\$3,653.20
Bldg. Permit / Prep Submittal for CM	0	\$0.00	16	\$2,276.48	8	\$704.00	0	\$0.00	\$2,980.48		\$2,980.48
Consultant Permit Coordination / Review	0	\$0.00	12	\$1,707.36	0	\$0.00	0	\$0.00	\$1,707.36		\$1,707.36
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00		\$0.00
Sub total	0	\$0.00	60	\$8,536.80	8	\$704.00	6	\$357.72	\$9,598.52	\$0.00	\$9,598.52
<b>CONSTRUCTION ADMINISTRATION</b>											
Construction Kick Off Meeting	0	\$0.00	8	\$1,138.24	0	\$0.00	2	\$119.24	\$1,257.48		\$1,257.48
Bi-weekly Prog Mtg / Min / Site Visits / 4 month	8	\$1,474.24	96	\$13,658.88	0	\$0.00	16	\$953.92	\$16,087.04		\$16,087.04
Shop Drawing Review (18X3)	0	\$0.00	54	\$7,683.12	0	\$0.00	8	\$476.96	\$8,160.08		\$8,160.08
RFI's / Respond to Construction Issues	0	\$0.00	24	\$3,414.72	8	\$704.00	8	\$476.96	\$4,595.68		\$4,595.68
Punch List / Closeout	0	\$0.00	40	\$5,691.20	8	\$704.00	6	\$357.72	\$6,752.92		\$6,752.92
Sub Total	8	\$1,474.24	222	\$31,586.16	16	\$1,408.00	40	\$2,384.80	\$36,853.20	\$0.00	\$36,853.20
<b>CONSULTANTS / MISCELLANEOUS</b>											
Aquodynamic Design Group / Aquatic Consultant											\$62,000.00
JLRD Consulting Engineers / MEP											\$8,448.15
Engenuity Group Inc./ Survey											\$12,672.30
Nutting Engineers of Florida / Geo-Technical											\$6,142.08
Printing / Reimbursable									\$6,000.00		\$6,000.00
Sub Total	74	\$13,636.72	542	\$77,115.76	256	\$22,528.00	89	\$5,306.18	\$118,586.66	\$6,000.00	\$95,262.53
<b>Grand Total</b>	<b>74.00</b>	<b>\$13,636.72</b>	<b>542.00</b>	<b>\$77,115.76</b>	<b>256.00</b>	<b>\$22,528.00</b>	<b>89.00</b>	<b>\$5,306.18</b>	<b>\$118,586.66</b>	<b>\$0.00</b>	<b>\$213,849.19</b>

Multplier: 2.71

August 25, 2023

Mark S. Beatty, AIA, LEED AP  
Architecture Green, LLC  
1818 S. Australian Ave., Suite 245  
West Palm beach, FL 33409  
(Via email: [msb@architecturegreenllc.com](mailto:msb@architecturegreenllc.com))

**Re: Professional Surveying Services  
North County Aquatic Complex  
Full Boundary, Partial Topographic & Tree Survey  
Jupiter, Florida  
Engenuity Group Project No. 23082.01**

Dear Mr. Beatty:

We are pleased to offer this proposal to render professional surveying services in connection with North County Aquatic Complex located at 861 Toney Penna Dr., Jupiter, FL (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare a Full Boundary Survey for the parcels (A & B) as well as a partial Topographic & Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of site identified by Parcel Control Number: 30-42-41-01-00-000-7230. The specific survey limits for the topographic and tree survey are shown on the attached site plan outlined in **red**.

See the attached **Designated Scope of Services** for a specific list of items to be included on the survey. Engenuity Group, Inc. will map any easements contained in the documentation that you provided to us and/or a title commitment that is to be provided at least one (1) week prior to delivery of the survey. Additionally, the lease area will be shown on the survey as is shown on the document entitled "North County Aquatic Complex Lease Agreement" that you provided on August 24, 2023.

**Total Fee: \$12,672.30**

The final deliverable will be an electronically signed and sealed copy of the Boundary, Topographic & Tree Survey with accompanying AutoCAD file, which can be provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

2023 08-25 Proposal  
Project No. 23082.01  
Page 1 of 6

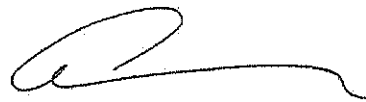
PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, 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.

Sincerely,



Jennifer Malin, P.S.M.  
Director of Surveying

Approved by,



Andre Rayman, P.S.M.  
President



**Authorization:** Professional Surveying Services  
North County Aquatic Complex  
Full Boundary, Partial Topographic & Tree Survey  
Jupiter, Florida  
Engenuity Group Project No. 23082.01

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Name & Title)

**For:** \_\_\_\_\_  
(Name of Company)

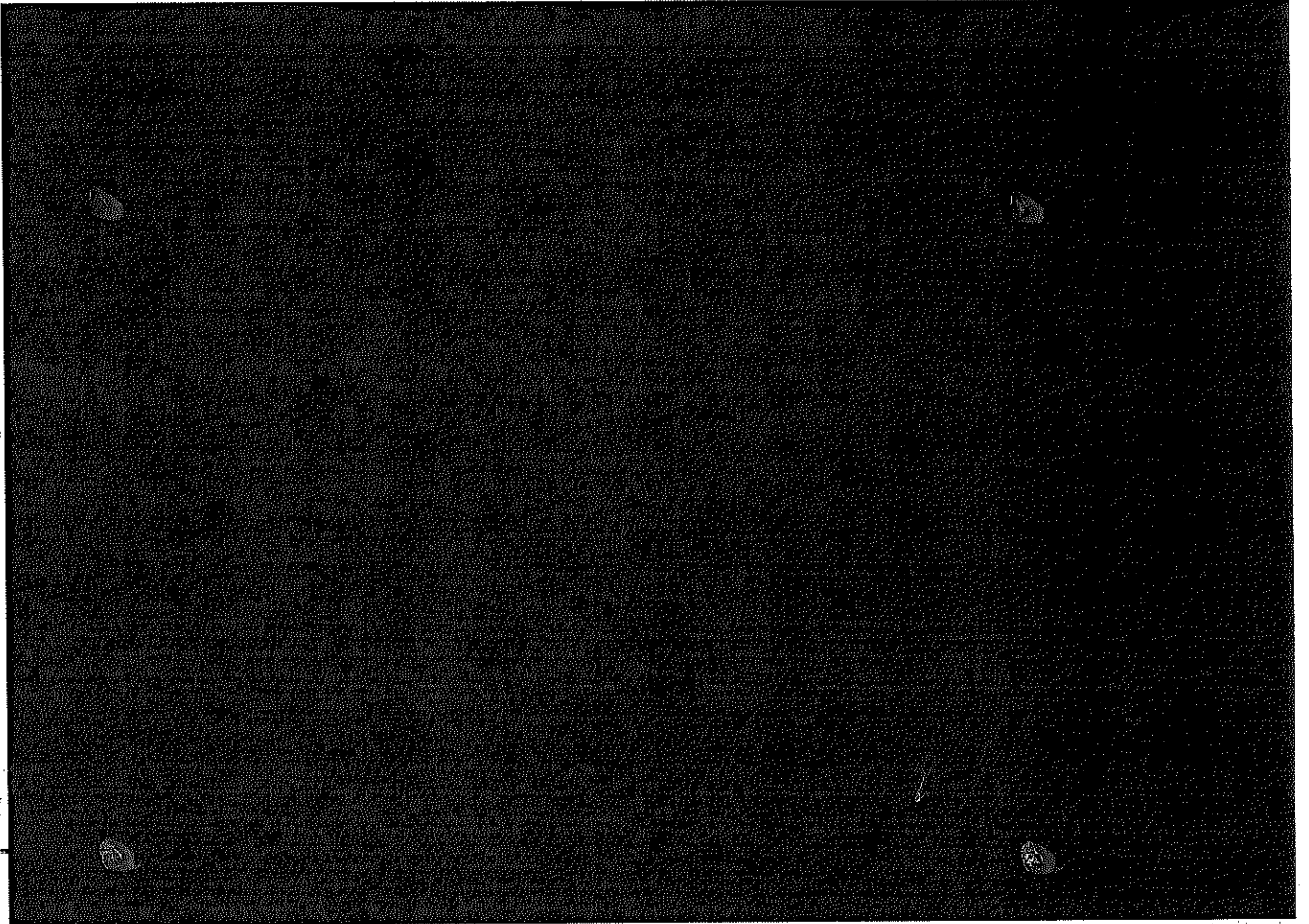
**Contract Amount:** \$12,672.30

<b>DESIGNATED SCOPE OF SERVICES: <u>BOUNDARY SURVEY</u></b> <b>NAME: <u>NORTH COUNTY AQUATIC COMPLEX</u></b> <b>ENGENUITY PROJECT NO. <u>23082.01</u>      DATE: <u>8/25/2023</u></b>	
<b>TASK:</b>	<b>Included in Contract (Yes/No)</b>
<b>Boundary Survey</b>	
Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior line; interior angles; radius, point of tangency and length of curved lines. Where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; state on the drawing(s) whether corners were found or set and describe each.	<b>Yes</b>
Confirm or furnish a legal description which conforms to the Record Title Boundaries.	<b>Yes</b>
Give area in square feet if less than one acre, in acres (to .001 acre) if over one acre.	<b>Yes</b>
Note identity and width of adjoining streets and highways, width and type of pavement. Identify landmarks.	<b>Yes</b>
Plot location of structures on the property and within five feet (5') on adjacent property. Dimension perimeters in feet and decimals to 0.1'. State the character and number of stories. Dimension to property lines and other buildings. Vacant parcels shall be noted VACANT.	<b>Yes</b>
Show encroachments, including cornices, belt courses, etc., either way across property lines.	<b>Yes</b>
Describe fences and walls. Identify party walls and locate them with respect to property lines.	<b>Yes</b>
Show recorded or otherwise known easements and right-of-way.	<b>Yes</b>
Note evidence of street widenings.	<b>Yes</b>

**DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY**  
**NAME: NORTH COUNTY AQUATIC COMPLEX**  
**ENGENUITY PROJECT NO. 23082.01      DATE: 8/25/2023**

<b>TASK:</b>	<b>Included in Contract (Yes/No)</b>
<b>Topographical Survey</b>	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	<b>Yes</b>
Contours at 1-foot intervals; error shall not exceed one half contour interval.	<b>No</b>
Spot elevation at each intersection of a 25-foot grid within the fenced in area.	<b>Yes</b>
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	<b>Yes</b>
Topographic data will be obtained at 100-foot intervals of the road from right-of-way to right-of-way.	<b>Yes</b>
Plotted location of structures, man-made (e.g., paved areas) and natural features.	<b>Yes</b>
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	<b>No</b>
Location of fire hydrants available to the property.	<b>Yes</b>
Location and characteristics of power and communications systems above grade.	<b>Yes</b>
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	<b>Yes</b>
Name of the operating authority of each utility.	<b>No</b>
Elevation of water in any excavation, well or nearby body of water.	<b>No</b>
Extent of watershed onto the property.	<b>No</b>
All Trees; locate within 1' tolerance and give species in English or botanical terms.	<b>Yes (see below)</b>
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	<b>Yes</b>
Perimeter outline only of thickly wooded areas unless otherwise directed.	<b>Yes</b>
Confirm soil boring location(s).	<b>No</b>
SUE Services included in the scope	<b>No</b>
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify):	
<ol style="list-style-type: none"> <li>1. Datum will be National American Vertical Datum 1988 (NAVD 88)</li> <li>2. SUE Services are not included in the services</li> <li>3. All Trees will be located with tree tags and a table will be produced on the survey for the area within the fenced area within the topographic limits.</li> </ol>	

Graphic



**Fee Breakdown**  
**NORTH COUNTY AQUATIC COMPLEX**

Engenuity Group Project 23082.01

		Sr. Project Land Surveyor	AutoCAD Technician	2 Person Survey Crew	Administrative Assistant	
Hourly Rate		\$158.49	\$60.57	\$129.48	\$54.00	
1	Field Work		10.00	50.00		\$ 7,079.70
2	Office Work	20.00	40.00			\$ 5,592.60
<b>TOTAL</b>						<b>\$ 12,672.30</b>

October 13, 2023

Architecture Green, LLC  
Attn: Mr. Mark S. Beatty  
1818 South Australian Avenue, Suite 245  
West Palm Beach, Florida 33409  
Phone: 561.249.6371/ Cell: 561.398.2109/ Email: [msb@architecturegreenllc.com](mailto:msb@architecturegreenllc.com)

Re: Proposal/Agreement for Geotechnical Exploration Services  
North County Aquatic Complex  
861 Toney Penna Drive  
Jupiter, Florida

Dear Mr. Beatty:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per our conversation on October 13, 2023 and review of the survey and plan provided by your office, we understand that plans for this project include installation of four 30 - 40 feet tall pool deck lights at the referenced site. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

#### **SCOPE OF WORK**

We propose to perform three Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 20 feet with truck mounted drill rig and one SPT boring with portable equipment in the area of the proposed poles. Underground utilities will be cleared by Call Sunshine and as requested, a GPR scan (+/- 20' radius) will be performed at each pole location by Engenuity Group, Inc. prior to drilling activities.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings, general site preparation, foundation design recommendations for support of the proposed construction, graphic logs of the test borings, and a test boring location plan. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.

## FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$6,142.08 based on the following quantities and rates per the Palm Beach County Consulting Services / Design Professionals on a continuing basis (Architecture Green) dated November 12, 2019:

Eng Tech. site visit, boring layout, utility clearance	3 hrs x \$58.20/hr	\$174.60
Mobilization of equipment/crew	1 @ \$250.00	\$250.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$750.00 (min)
SPT borings* (portable equipment)	Lump Sum	\$650.00 (min)
Casing	Lump Sum	\$400.00
Soil classification/ laboratory analysis	Lump Sum	\$250.00
Project Engineer/Mgr	10 hrs x \$109.13/hr	\$1,091.30
Principal Engineer	2 hrs x \$235.71/hr	\$471.42
Project administration/ clerical	2 hrs x \$52.38/hr	\$104.76
GPR	Lump Sum \$	\$2,000.00

\*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%. Also, the above rates are based on normal business hours. If this work requires night/ weekend hours, the unit rates will be increased by 1.5.

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 15 - 18 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by the Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our affiliated company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For over thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Scott Ersland  
Division Manager

Richard C. Wohlfarth, P.E.  
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. **If you are a first-time client, the deposit amount is collected at time of proposal acceptance and the balance due is to be paid at the time of report completion.** Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

North County Aquatic Complex Architecture Green 861 Toney Penna Drive Jupiter Geo 10-13-23



**Architecture Green, LLC**  
**North County Aquatic Complex geo**  
**861 Toney Penna Drive, Jupiter, FL**  
**Page 4 of 4**

**General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

**Delivery** – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** – No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**Damage to Existing Man-made Objects** - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

**PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any damage to utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client and will not be assumed by NE.

**Sample Handling and Retention** – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE's reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.**

cc: Connie Gworek – Business Development Associate  
James Lendl – CMT Division Manager

NE - General Contract Terms and Conditions May 2017

North County Aquatic Complex Architecture Green 861 Toney Penna Drive Jupiter Geo 10-13-23

1310 NEPTUNE DRIVE · BOYNTON BEACH, FLORIDA 33426 · 561-736-4900  
Treasure Coast 772-408-1050 · Broward 954-941-8700 · Miami-Dade/ Monroe 305-824-0060



DESIGN GROUP, INC.  
AQUATIC ENGINEERING CONSULTANTS

5000 SW 75<sup>th</sup> Avenue #103 Miami, Florida 33155  
Phone (305) 667-8975 Fax (305) 662-1002  
Website : WWW.AQUADYNAMICS.BIZ e-mail : [INFO@AQUADYNAMICS.BIZ](mailto:INFO@AQUADYNAMICS.BIZ)

Water Park & Family Aquatic Center Design  
Resort, Hotel, & Condominium Pool Design  
Forensics, Evaluations, & Analysis

John J. Wahler, Principal  
Bernard Sauve', P.E. IM  
Ofelia Taboada, P.E.

## Aquatic Design and Engineering Proposal

October 13, 2023

MARK S BEATTY  
1818 S AUSTRALIAN AVE, SUITE 245  
WEST PALM BEACH, FL 33409  
MARK: [MSB@ARCHITECTUREGREENLLC.COM](mailto:MSB@ARCHITECTUREGREENLLC.COM)

**Re: NORTH COUNTY AQUATIC COMPLEX  
Request for Proposal for Aquatic Design and Engineering Consultant**

Dear Sir / Madam,

Aquadynamics appreciates the opportunity to provide you with this proposal for Aquatic Design and Engineering Consultant Services on the above referenced project. This proposal is based upon information that was provided, and covers a range of technical services required to Bid, Permit, and Construct the Pool(s). Aquadynamics understands from the drawings and details that were provided, that the scope of the design work will cover the following:

### **Article 1.0 PROJECT DESCRIPTION**

#### **SCOPE OF WORK:**

- AQUADYNAMICS WILL INCLUDE DRAWINGS AND DETAILS NECESSARY FOR THE RENOVATION OF THE EXISTING 50 METER BY 25-YARD POOL WITH DIVE WELL THAT WILL INCLUDE NEW TILE, NEW COPING, NEW PLASTER FINISH, REPLACEMENT OF EXPOSED POOL FITTINGS AS REQUIRED, UPDATED EXISTING DRAINS TO COMPLY WITH NEW SOFA REQUIREMENTS.
- NEW HANDRAILS, LADDERS, ADA LIFT CHAIR AND DECK EQUIPMENT TO MEET CURRENT CODE REGULATIONS.
- NEW LED POOL LIGHTING TO REPLACE EXISTING INCANDESCENT LIGHTING.
- EQUAPOTENTIAL BONDING GRID DETAILS AS NECESSARY SHOULD POOL NOT BE BONDED. CONFIRMATION OF BONDING TO BE DONE BY LICENSED ELECTRICAL CONTRACTOR
- REPLACEMENT/ REPAIR OF EXISTING BULKHEAD PARTITIONING DIVE WELL FROM MAIN 50-METER POOL BODY.
- DEMOLISH AND REMOVE EXISTING 1 METER AND 3 METER DIVING BOARDS ALONG WITH CONCRETE SUPPORTS. 1 METER AND 3 METER DIVING BOARDS WILL BE REPLACED WITH INDEPENDENT FREESTANDING 1 METER AND 3 METER DIVE STANDS ANCHORED DIRECTLY TO THE DECK. NEW FOOTING OR THICKENED SLAB IN AREA OF DIVE STANDS MAY BE REQUIRED

- NEW SPLASH PAD DEVELOPMENTAL DRAWINGS THROUGH 100% DESIGN DEVELOPMENT PHASE TO INCLUDE LAYOUT OF SPLASH PAD WITH DIMENSIONS, AND LOCATION OF VORTEX FEATURE EQUIPMENT, DETAILS OF FEATURE EQUIPMENT PROPOSED BY VORTEX.

Pools will be designed for the minimum water volume as outlined in F.A.C. Chapter 64E-9, FBC Section 454 Part I. As the pool serves **AN AQUATIC COMPLEX** the pool is considered a DOH REGULATED POOL and is subject to the rules outlined in Section 454 of the Florida Building Code and Chapter 64E-9 of the Florida Administrative Code, (a.k.a. The Health Department Code).

Aquadynamics work shall include design and construction documents for complete operational systems and shall include hydraulics and mechanical works, water quality treatment, electrical loads, size of piping and layout of equipment room, coordinate with other consultants on the size of equipment rooms, Backwash, Pool Drain, City Water utility requirements, pool construction, structural requirements (if included), etc.

**Article 2.0**      **SCOPE OF SERVICES**

**2.1.1**    **AQUADYNAMICS** will provide Design Drawings/Services for project systems outlined in the project description as follows:

1. Design Development Services providing location, space requirements, and sizes of Collector Tank, Pool Heaters, Pool Equipment Rooms, Pool Restrooms, Pool Drainage Lines, Water Make-Up Lines, Electrical Loads, Gutter and Deck size and clearance requirements, Showers, Utility Outlets, Timer Switches and Cut Off Devices, and coordination tie-in.
2. Overall, Pool Area Design Review for compliance with applicable code related components.
3. All Mechanical Systems including Pumps, Filters, Water Chemistry Components, Process Piping, Chemical Controllers, Gauges, and Valves.
4. All related Pool Deck Equipment, i.e., Ladders, Handrails, Markings, Showers, tie –in coordination, etc.
5. All Underwater Pool Lighting Components including Junction Boxes and Transformer Boxes.
6. Electrical Load Summary of Pool Equipment Components. Aquatics Panel Design is by Aquadynamics
7. Drawings and Specifications will be of sufficient detail that will allow the General Contractor to seek competitive bids for construction of all work outlined above.
8. **AQUADYNAMICS** will provide representation at ZOOM coordination meetings during the design phase of the project on an as needed/when requested basis only. Other meetings may be held via telephone at no additional cost to owner.
9. **AQUADYNAMICS** will provide coordination of SWIMMING POOL technical issues with other consultants with owner's Architect, structural engineer and MEP engineer and ancillary consultants as may be necessary, with all communication, progress drawings and the like copied Owner. Overall coordination of information provided by Aquadynamics still lies solely with the Architect.
10. **AQUADYNAMICS** will prepare plans for submittal to relevant Governmental Agencies for Permit and later Construction. Application of those documents for HEALTH DEPARTMENT will be MADE BY AQUA. Aquadynamics will respond to Building Department permitting comments, inclusive of technical reviews or meetings with the Building Official or Processors as required to secure the Building Permit.
11. Aquadynamics will make customary changes to plans at no additional charge. Changes to Pools or Features shapes, sizes, that require re-design will result in an "Additional Design Services Work Order". A proposal for the modified work will be presented to you for approval before any is done.

**2.2**    **Scheduling and Completion of Drawings**

**2.2.1** **AQUADYNAMICS** is not responsible for scheduling delays caused by others. An outline completion for drawing schedule will be provided after the initial workshop outlined in article 2.2.2 below.

2.2.2 Upon acceptance of this proposal in writing and receipt of the deposit monies outlined herein, Aquadynamics will schedule a kickoff meeting with you and your architect preferably within 3 weeks to review important predesign swimming pool criteria. Remaining meeting TBD afterward. Estimated time for 30% completed plans is TO BE DETERMINED after coordination and receipt of all amended documents. Remaining completion of drawings will be determined later after 30% set is sent .

**Article 3.0 REIMBURSABLE EXPENSES**

3.1 In addition to the professional fees noted, the owner shall reimburse **AQUADYNAMICS** for direct expenses incurred during the course of the project. Direct Expenses are defined as those expenses related to Plan Reproduction, Postage, Courier Services, and Overnight Mail Services.

**Article 4.0 FEE PROPOSAL**

4.1 Basic compensation for the listed design services shall be a lump sum fee of **\$ 62,000.00 Dollars**

4.2 Progress payments for the basic services shall be made as invoiced. The invoice will correspond with the percentage of work completed as follows:

**SCHEDULE OF VALUES:**

RENOVATION OF 50 METER X 25 YARD POOL	\$25,000.00
100% DESIGN DEVELOPMENT DRAWINGS FOR SPLASHPAD	\$25,000.00

FEE SCHEDULE	FEE
<b>TOTAL FEE AMOUNT</b>	<b>\$50,000.00</b>
DEPOSIT	\$5,000.00
30% DRAWINGS	\$13,500.00
60% DRAWINGS	\$22,050.00
100% PRICING SET	\$9,450.00
<b>PLAN FEE AMOUNT</b>	<b>\$50,000.00</b>
CA PHASE FEE ALLOWANCE	\$5,000.00
DOH PERMITTING	\$2,000.00
4 SITE VISITS (\$1,250 EACH)	\$5,000.00
<b>ADJUSTED FEE AMOUNT</b>	<b>\$62,000.00</b>

**Hourly Rate Schedule**

4.3 Additional services required, i.e., special inspections, or other services not described above, will be calculated by using the following hourly rate schedule:

CEO and President	\$ 325.00 per hour
Project Manager	\$ 275.00 per hour
Project Engineer	\$ 275.00 per hour
Drafting /CAD Technician	\$ 150.00 per hour
Sec/Admin Services	\$ 100.00 per hour

4.4 Breakdown of Approximate Hours:

CEO and President	34 HOURS
Project Manager	75 HOURS
Project Engineer	61 HOURS
Drafting /CAD Technician	79 HOURS
Sec/Admin Services	17 HOURS

**Article 5.0      INSURANCE**

5.1 Aquadynamics is a Florida Licensed and insured Engineering Business. An additionally insured certificate (For General Liability) will be provided upon acceptance of this proposal

**Article 6.0      OWNERS AGENT**

6.1 Aquadynamics is authorized to act as the Owner's Agent in all matters that pertain to Design and Permitting of the pool with the Local Building Department.

**Article 7.0      HEALTH DEPARTMENT VARIANCE**

7.1 In the event that variance is required from Florida Department of Health to gain approval, the fees relating to applying for a Variance as well as attendance at the Variance Board Meeting will be EXTRA to this agreement. The estimated allowance for variance is \$2,500.00

**Article 8.0      IMPLEMENTATION**

8.1 To signify acceptance of this proposal, please sign and return a copy of this proposal to our office. A \$ 5,000.00 Deposit/Retainer is required to Initiate Start of work. The balance of the fee will be invoiced periodically as outlined in Article 4.2 of this document.

Respectfully,

Aquadynamics Design Group, Inc.



By: \_\_\_\_\_

John J. Wahler, Principal

APPROVED BY:

**MARK S BEATTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

S:\OFFICE\PROPOSALS\2023\NORTH COUNTY PARK COMPLEX\_RENOVATION OF COMPETITION POOL\_NEW SPLASHPAD\_MARK BEATTY\_10-6-23.doc



JOHNSON, LEVINSON,  
RAGAN, DAVILA, INC.  
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350  
West Palm Beach, FL 33401  
(561) 689-2303 • (561) 689-2302 Fax  
www.jlrdinc.com

## PROPOSAL

---

TO: Mark Beatty

FIRM: Architecture Green LLC

PROJECT: PBC – N. Cnty Aquatic Pool Surface/Deck Light. RE: Engineering Services – Elect

FROM: Charles Gableman, P.E., LEED AP

DATE: September 12, 2023

---

Mark,

Our fee for providing Electrical engineering design services on the above referenced project will be **\$8,448.15**. The scope as we understand it would include the following:

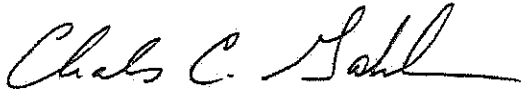
- Site Plan / Pool Renovation:
  - Electrical scope will include replacing the existing lighting fixtures which illuminate the existing pool surface and associated deck. It is anticipated existing light circuits will be reworked and be reused. It is assumed the existing electrical distribution system has sufficient capacity and breaker mounting space to accommodate the proposed circuits without upgrade or additional panelboards.
  - The existing sound system will be replaced in accordance with PBC ESS Master specifications. Existing conduits are anticipated to be reused for the pole mounted speakers.
- Exclusions:
  - Mechanical, Plumbing, or Fire Protection Design Services
  - In-pool lighting as this effort will be performed by a specialty consultant.
  - Changes in design documents due to Value Engineering.
  - Renovations or modifications to the existing building other than to support the scope above.
- Services for shop drawing review, construction observation, and recording in CAD format the contractor's as-built red-lined documents is included.
- Project specifications will be provided in book format.
- It is assumed as-built documentation will be provided to the engineer for use as the basis of the design.

The above proposal is based upon receipt of existing as-built drawings. If as-built drawings are not available or cannot be provided, the engineer may require the owner to provide

selective demolition of concealed conditions for coordination of tying new work to existing infrastructure. The engineer shall not be held accountable for unforeseen conditions.

Should we be retained to do the work, I would provide a copy of our standard agreement for a contract between our firms. If you have any questions, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles C. Gableman". The signature is fluid and cursive, with the first name "Charles" being the most prominent.

Charles C. Gableman, P.E., LEED AP  
President  
JLRD, Inc.

*Sent via Email*

MARK BEATTY [MSB@ARCHITECTUREGREENLLC.COM](mailto:MSB@ARCHITECTUREGREENLLC.COM)

**Palm Beach County  
North County Aquatic Center Pool Surface/Deck Lighting  
Design and CA Rev 1**

<b>LABOR BREAKDOWN</b>													
TASK	HOURS												
	Sr. ENGR		PE		ENGR		Sr. DSN		Designer		CAD	SEC	
<b>BASIC DESIGN</b>	M	E	M	E	M	E	M	E	M	E			
<b>General</b>													
Project Admin ( 8 wks @ 0.5 HRS )		4											
<b>Field Work / Calculations</b>													
Field Verify Existing Controls / Circuitry						2				2			
Draft Site Plan													
Photometric Calculations						6					6		
<b>Analysis / Design</b>													
E-1 Legend, Notes						1						1	
E-2 Site Plan - Demo - Lighting / Systems		0.5				3						6	
E-3 Site Plan - New Work w/ Photo. Calcs		1				4						8	
E-4 Enlarged Plans, Power Riser		1				3						4	
E-5 Miscellaneous Schedules						2						4	
E-6 Details						1						1	
Checking		2										4	
Incorporate Review Comments						2						3	1
<b>Other Items - Service</b>													
Photometric Readings / Cert Letter						4							1
Book Specs				2									2
<b>BASIC DESIGN SUBTOTAL</b>	<b>0</b>	<b>8.5</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>37</b>	<b>4</b>	
<b>CONSTRUCTION ADMIN</b>													
SHOP DRAWINGS						2							2
FIELD OBSERVATIONS - 2 Visits						6							2
BIDDING SERVICES (RFIs, 1 Mtg.)						2							2
<b>SUBTOTALS</b>													
LABOR BASIC DESIGN	0	8.5	0	2	0	28	0	0	0	2	37	4	
LABOR CONSTRUCTION ADMIN	0	0	0	0	0	10	0	0	0	0	0	6	
<b>JLRD DIRECT LABOR</b>	<b>0.0</b>	<b>8.5</b>	<b>0.0</b>	<b>2.0</b>	<b>0.0</b>	<b>38.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>37.0</b>	<b>10.0</b>	



**Palm Beach County  
North County Aquatic Center Pool Surface/Deck Lighting  
Design and CA Rev 1**

<b>LABOR BREAKDOWN</b>						
<i>TASK</i>	<i>HOURS</i>					
<b>LABOR COST</b>		<b>HRS</b>			<b>RATE *</b>	<b>COST</b>
Sr. Mechanical Engineer (Principal)		0			\$ 236.94	\$ -
Sr. Electrical Engineer (Principal)		8.5			\$ 236.94	\$ 2,013.99
Mechanical Engineer - PE		0			\$ 147.22	\$ -
Electrical Engineer - PE		2			\$ 147.22	\$ 294.44
Mechanical Engineer		0			\$ 75.30	\$ -
Electrical Engineer		38			\$ 75.30	\$ 2,861.40
Sr. Mechanical Designer		0			\$ 113.10	\$ -
Sr. Electrical Designer		0			\$ 113.10	\$ -
Mechanical Designer		0			\$ 69.47	\$ -
Electrical Designer		2			\$ 69.47	\$ 138.94
						\$ -
Cadd Draftsman		37			\$ 57.54	\$ 2,128.98
Secretarial		10			\$ 79.14	\$ 791.40
<b>JLRD LABOR COSTS</b>						<b>\$ 8,229.15</b>
<b>ADDITIONAL SERVICES</b>						
* Fee Rates - R2020-1680						
<b>EXPENSES</b>	<u>Sheets</u>	<u>Copies</u>	<u>Submittals</u>		<u>\$/ea.</u>	
Reproduction - Dwgs (24" x 36")	6	5	3		\$ 1.10	\$ 99.00
Reproduction - Specs (8.5"x11")	80	5	3		\$ 0.10	\$ 120.00
<b>SUMMARY</b>						
<b>JLRD DIRECT LABOR</b>						<b>\$ 8,229.15</b>
<b>ADDITIONAL SERVICES</b>						<b>\$ -</b>
<b>EXPENSES</b>						<b>\$ 219.00</b>
<b>TOTAL PROPOSAL</b>						<b>\$ 8,448.15</b>

## OEBO SCHEDULE 1

### LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PALM BEACH COUNTY NORTH COUNTY AQUATIC COMPLEX RENOVATION.  
 NAME OF PRIME RESPONDENT/BIDDER: ARCHITECTURE GREEN LLC.  
 CONTACT PERSON: MARK S. BEATTY AIA  
 SOLICITATION OPENING/SUBMITTAL DATE: N/A

SOLICITATION/PROJECT/BID No.: 2023-020733  
 ADDRESS: 1818 S. AUSTRALIAN AVE. SUITE #245  
 PHONE NO.: 561-398-2109 E-MAIL: MSB@ARCHITECTUREGREENLLC.COM  
 DEPARTMENT: N/A E-MAIL: MSB@ARCHITECTUREGREENLLC.COM

**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 Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. ARCHITECTURE GREEN LLC. 1818 S. AUSTRALIAN AVE. SUITE #245 WEST PALM BEACH, FLORIDA 33409	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	---	---	---	\$124,586. <sup>66</sup>	---
2. AQUADYNAMICS DESIGN GROUP, INC. 5000 SW 75TH AVENUE, SUITE #103 MIAMI, FLORIDA 33155	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	\$62,000. <sup>00</sup>	---
3. Johnson, Levinson, Ragan, Davila, Inc. 1450 CENTREPARK BOULEVARD SUITE 350 WEST PALM BEACH, FLORIDA 33401 561-689-2303	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	\$8,448.15	---
4. ENGENUITY GROUP INC. 1280 NORTH CONGRESS AVENUE SUITE # 101 WEST PALM BEACH, FLORIDA 33409	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	---	---	---	\$12,672. <sup>30</sup>	---
5. NUTTING ENGINEERS OF FLORIDA 1310 NEPTUNE DRIVE BOYNTON BEACH, FLORIDA 33426 561-736-4900	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	6,142.08	---

(Please use additional sheets if necessary)

Total \$213,849.<sup>19</sup>

Total Bid Price \$ 213,849.19

Total SBE - M/WBE Participation 64.18%

I hereby certify that the above information is accurate to the best of my knowledge: [Signature] MGMB Title

- Note:
- 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.
  - 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.
  - 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: 2023-020733

SOLICITATION/PROJECT NAME: PALM BEACH COUNTY NORTH COUNTY AQUATIC COMPLEX RENOVATION

Prime Contractor: ARCHITECTURE GREEN LLC Subcontractor: N/A

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): DEC. 14, 2021

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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
1	ARCHITECTURAL DESIGN SERVICES				\$118,586.66
1	REIMBURSABLE EXPENSES				\$ 6,000.00

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: N/A

**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.**

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

**ARCHITECTURE GREEN LLC**

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

MARK S. BEATTY AIA

Print Name

MGMB

Title

Date: 10/17/23

**N/A**

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Print Name

Title

Date: \_\_\_\_\_

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2023-020733

SOLICITATION/PROJECT NAME: North County Aquatic Complex

Prime Contractor: Architecture Green, LLC Subcontractor: Engenuity Group, Inc

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/26/2022-02/25/2025

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

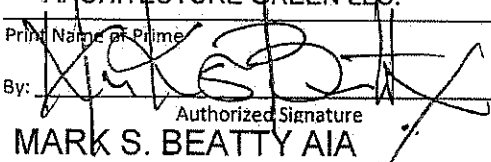
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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.

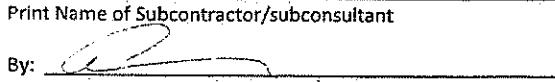
Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Surveying Services	1	1		\$12,672.30

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: \$12,672.30

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.

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

ARCHITECTURE GREEN LLC.  
 Print Name of Prime  
 By:   
 Authorized Signature  
MARK S. BEATTY AIA  
 Print Name  
MGMB  
 Title  
 Date: 10/16/23

Engenuity Group, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
C. Andre Rayman, PSM  
 Print Name  
President  
 Title  
 Date: 08/28/2023

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2023-020733

SOLICITATION/PROJECT NAME: NORTH COUNTY AQUATIC COMPLEX RENOVATIONS

Prime Contractor: ARCHITECTURE GREEN LLC Subcontractor: NUTTING ENGINEERS

**(Check box(s) that apply)**

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

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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
1	GEO-TECHNICAL SERVICES				\$6,142.08

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: N/A

**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.**

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**ARCHITECTURE GREEN LLC**

Print Name of Prime

By: [Signature]  
Authorized Signature

**MARK S. BEATTY AIA**

Print Name

**MGMB**

Title

Date: 10/16/23

**NUTTING ENGINEERS**

Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

**Richard Wohlfarth**

Print Name

**Vice President**

Title

Date: 10/16/23

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2023-020733

SOLICITATION/PROJECT NAME: NORTH COUNTY AQUATIC COMPLEX RENOVATIONS

Prime Contractor: ARCHITECTURE GREEN LLC Subcontractor: AQUADYNAMICS DESIGN GROUP INC.

**(Check box(s) that apply)**

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

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	

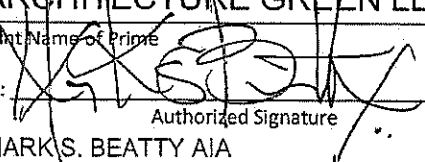
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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
1	AQUATIC DESIGN SERVICES				\$62,000.00

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: N/A

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.

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

ARCHITECTURE GREEN LLC  
 Print Name of Prime  
 By:   
 Authorized Signature  
MARK S. BEATTY AIA  
 Print Name  
MGMB  
 Title  
 Date: 10/13/23

AQUADYNAMICS DESIGN GROUP INC.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
JOHN J. WAHLER  
 Print Name  
PRINCIPAL  
 Title  
 Date: 10/13/23

**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: 2023-020733

SOLICITATION/PROJECT NAME: PBC North County Aquatic Center - Pool Lighting

Prime Contractor: ARCHITECTURE GREEN LLC.

Subcontractor: JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

**(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):

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

**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
	M,E,P - Design and CA Services				\$8,448.15

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.

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

\_\_\_\_\_  
Price or Percentage:

ARCHITECTURE GREEN LLC  
Print Name of Prime

By: [Signature]  
Authorized Signature

MARK S. BEATTY  
Print Name

MANA  
Title

Date: 10/31/2023

Johnson, Levinson, Ragan, Davila, Inc.  
Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

Charles Gableman  
Print Name

President  
Title

Date: 10-31-2022

**ATTACHMENT F**  
**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:

NONE

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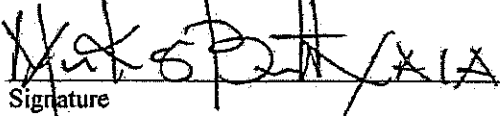
(Attach additional sheets as needed.)

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.

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

This DISCLOSURE is submitted by (Name of Individual:) MARK S. BETTY AIA , as (Title/Position:) MANAGING MEMBER of (Name of Firm:) ARCHITECTURE GREEN 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

OCTOBER 08, 2019

Date



**ATTACHMENT F**  
**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:

N/A

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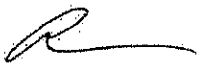
(Attach additional sheets as needed.)

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.

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

This DISCLOSURE is submitted by (Name of Individual:) C. Andre Rayman, P.S.M., as (Title/Position:) President of (Name of Firm:) Engenuity Group, 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  
09/26/2019  
\_\_\_\_\_  
Date

**ATTACHMENT F**  
**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:

N/A

(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.

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

This DISCLOSURE is submitted by (Name of Individual:) Richard Wohlfarth, PE, BN, as (Title/Position:) Principal/Vice President of (Name of Firm:) Nutting Engineers of Florida, 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.

Richard Wohlfarth  
Signature

9/13/19  
Date

**CONFLICT OF INTEREST DISCLOSURE FORM**

**PROJECT** PBC NORTH COUNTY AQUATIC COMPLEX RENOVATION  
**PBC PROJECT #** 2023-020733

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

NONE

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(Attach additional sheets as needed.)

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


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

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

**THIS DISCLOSURE** is submitted by JOHN J WAHLER, as  
(Name of Individual)

OWNER/PRESIDENT \_\_\_\_\_, of AQUADYNAMICS DESIGN GROUP, INC  
(Title/Position) (Firm Name of Consultant)

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

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

12-7-23  
(Date)

**CONFLICT OF INTEREST DISCLOSURE FORM**

PROJECT Parks – North County Aquatic Center Pool Surface/Deck Lighting

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

None - Not Applicable

(Attach additional sheets as needed.)

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

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

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

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

President, of Johnson, Levinson, Ragan, Davila, Inc.  
(Title/Position) (Firm Name of Consultant)

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

Chels C. Gable  
(Signature)

9-12-2023  
(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2023

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.

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: Hansen Insurance, LLC, 4590 N. Meridian Avenue, Miami Beach, FL 33140, License #: A307619. CONTACT NAME: Rick Hansen, PHONE: (305) 674-9998, FAX: (305) 674-9998, E-MAIL ADDRESS: rick@hanseninsurancefl.com. INSURER(S) AFFORDING COVERAGE: INSURER A: RLI, INSURER B: RLI, INSURER C:, INSURER D:, INSURER E:, INSURER F: NAIC #: 13056

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CONTRACT FOR ARCHITECTURAL/PROFESSIONAL SERVICES Continuing Services on a Task Order Basis. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insured with respect to the Commercial General Liability and Auto Liability insurance on a primary and non-contributory basis where required by written contract.

CERTIFICATE HOLDER: Palm Beach County Insurance Compliance, PO Box 100085 - DX, Duluth, GA 30096, pbcounty@ebix.com. 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: Rick Hansen



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 8/10/2022

**EXPIRATION DATE:** 8/9/2024

**PERSON:** MARK S BEATTY

**EMAIL:** MSB@ARCHITECTUREGREENLLC.COM

**FEIN:** 770714409

**BUSINESS NAME AND ADDRESS:**

ARCHITECTURE GREEN LLC

2461 PALM HARBOR DRIVE

PALM BEACH GARDENS, FL 33410

**SCOPE OF BUSINESS OR TRADE:**

Architectural or Engineering  
Firm-Clerical

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**IMPORTANT:** Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01542509

QUESTIONS? (850) 413-1609

# ATTACHMENT #4

Consultant:	Architecture Green	Total: \$580,262.11	\$551,064.70	86.99%	
Contract Award Date:	12/17/2019			API:	20%
Resolution Number:	R2019-1898			SBE Goal:	100%
Annual Type:	Annual Architectural Services			Monitored By:	Fernando DelDago
Expiration Date:	12/16/2024				
Renewal Options:	None				

Prefix	CSA#	Amount	SBE Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	SBE %
							<i>Annual Contract</i>	<i>Annual Contract - R2019-1898</i>	17-Dec-19	BCC	
	1	129,925.90	123,675.90	Stuart Patterson	31-Jan-20	19221	Wellington Library Renovations & Chiller Replacement	Design services	17-Mar-20	DIR	95.19%
	2	122,040.40	116,190.40	Stuart Patterson	31-Jan-20	19222	Lantana Library Renovations	Design services	17-Mar-20	DIR	95.21%
1	1	7,494.20	7,494.20	Stuart Patterson	2-Jun-20	19221	Wellington Library Renovations & Chiller Replacement	Additional design services for access control	30-Jun-20	DIR	100.00%
1	2	3,874.30	3,874.30	Stuart Patterson	2-Jun-20	19222	Lantana Library Renovations	Additional design services for access control	30-Jun-20	DIR	100.00%
	3	52,939.90	47,263.16	Sunil Jagoo	1-Sep-20	18234	Bert Winters Park	Master Planning/Design concept services	19-Dec-20	CRC	89.26%
2	1	68,700.83	66,175.83	Stuart Patterson	29-Sep-20	19221	Wellington Library Renovations & Chiller Replacement	CA Services	21-Oct-20	CRC	96.32%
2	2	67,357.81	64,982.81	Stuart Patterson	29-Sep-20	19222	Lantana Library Renovations	CA Services	21-Oct-20	CRC	96.47%
3	2	37,177.73	37,177.73	Stuart Patterson	8-Dec-20	19222	Lantana Library Renovations	Additional design services	15-Jan-21	DIR	100.00%
	4	2,196.04	2,196.04	David Lavinsky	6-Jan-21	2021-009046	Morikami Park BIWA Pavilion Replacement	Develop estimate of probable cost and schematic layout for pricing	19-Jan-21	IAC	100.00%
	5	24,787.38	18,266.71	Andy Gamble	12-Jan-21	2020-052450	MCCH 3rd Floor Conference Room	Permitting, Design and CA services	12-Feb-21	IAC	73.69%
4	2	17,107.42	17,107.42	Stuart Patterson	16-Apr-21	19222	Lantana Library Renovations	Additional design services	10-May-21	DIR	100.00%
	6	27,945.68	27,945.68	Ben Carroll	7-May-21	2021-005626	MCCH Security Partitions	Construction document preparation, permitting, bidding and CA services	20-May-21	DIR	100.00%
3	1	9,955.54	9,955.54	Stuart Patterson	28-May-21	19221	Wellington Library Renovations & Chiller Replacement	Additional design services for existing fluorescent light fixtures replacement with LED fixtures	08-Jun-21	DIR	100.00%
5	2	8,758.98	8,758.98	Stuart Patterson	7-Jun-21	19222	Lantana Library Renovations	Additional design services for existing fluorescent light fixtures replacement with LED fixtures	28-Jun-21	DIR	100.00%
6	2	13,522.08	13,522.08	Stuart Patterson	30-Jul-21	19222	Lantana Library Renovations	Additional design and construction administration services due to time extension	24-Aug-21	DIR	100.00%
4	1	7,179.36	7,179.36	Stuart Patterson	20-Sep-21	19221	Wellington Library Renovations & Chiller Replacement	Co-Space redesign and two (2) meeting rooms flooring redesign	08-Oct-21	DIR	100.00%
	7	572,600.50	515,799.53	Rosalyn Acosta	18-Feb-22	2021-033598	Village of Windsor Park	DRO/Site Plan Approval, design, bidding and construction administration phase services for Phase 1	17-May-22	BCC	90.08%
1	3	338,860.23	282,956.00	Sunil Jagoo	25-Feb-22	18234	Bert Winters Park	Design, permitting/bidding, and construction administration services for Phase II	17-May-22	BCC	83.50%
2	3	11,880.72	11,078.70	Sunil Jagoo	15-Sep-22	18234	Bert Winters Park Phase II	Additional services to add Wall Ball structure	11-Oct-22	DIR	93.25%
1	7	66,215.76	61,415.76	Miradieu	7-Dec-22	2021-33598	Village of Windsor Park	Additional services to add median access cut	5-Apr-23	CRC	92.75%
3	3	1,960.70	1,960.70	Sunil Jagoo	11-Jan-23	18234	Bert Winters Park Phase II	Additional survey work required for dock replacement	27-Feb-23	DIR	100.00%
	8	135,662.96	109,026.56	Clark Woods	0127/2023	2022-040566	Convention Center 1st & 2nd Floor Public Restroom Renovations	Design, permitting/bidding, and construction administration services for 1st & 2nd floor public restrooms	16-May-23	BCC	80.37%
7	2	(878.86)	(878.86)	Stuart Patterson	19-Sep-23	19222	Lantana Library Renovations	Unused Expenses Reconciliation	3-Oct-23	DIR	100.00%
1	8	49,975.42	41,620.45	Clark Woods	13-Dec-23	2022-040566	Convention Center 1st & 2nd Floor Public Restroom Renovations	Interior Design, Construction Document preparation for 1st floor Admin. restroom, , second floor greenroom restrooms, second floor Board Room restroom and the conversion of the existing 1st & 2nd floor phone bank area in the new nursing areas			83.26%
	9	213,849.19	137,258.96	Stuart Patterson	22-Dec-23	2023-020733	North County Aquatic Center	Pool and Splash Pad Renovations Design Services			64.18%
											#DIV/0!
											#DIV/0!
	<b>Total:</b>	<b>1,991,090.17</b>	<b>1,732,003.94</b>								<b>86.99%</b>