

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 5, 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. 3 to the continuing consulting services/design professional services contract (R2022-0485) with Colomé & Associates, Inc. (Consultant) in the amount of \$117,563.18 for the Medical Respite and Lewis Center Buildout project.

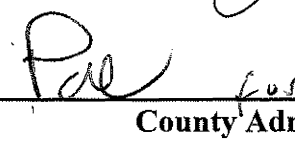
Summary: On May 17, 2022, the Board of County Commissioners (Board) approved the continuing consulting services/design professional services contract (R2022-0485) with the Consultant to provide consulting services/design professional services for various federally funded projects on a continuing contract basis. This item will authorize professional services for CSA No. 3 for the Medical Respite and Lewis Center Buildout project. The Community Services Department desires to convert the existing clinic to a medical respite in order to provide medical recuperative services to the homeless. Under CSA No. 3, the Consultant will provide professional services (i.e. design, construction document preparation, cost estimating, bidding and construction administration phase services) necessary for the renovations/buildout of the existing clinic to accommodate the medical respite services and mechanical chiller replacement. The renovations/buildout include, but are not limited to, the reconfiguration of interior partition walls, addition of egress windows with new exterior wall openings, replacement of exterior doors, frames and windows with impact resistant systems, new flooring, wall and ceiling finishes in the renovated areas and modifications to the existing electrical, fire alarm and mechanical systems (which includes the mechanical chiller replacement). This continuing consulting services/design professional services contract is exempt from the County's Equal Business Opportunity Ordinance pursuant to section 2-80.22 thereof. Funding for this project is from the Capital Outlay Fund. **(Capital Improvements Division) District 7 (MWJ)**

Background & Justification: The design professional was selected on February 28, 2022, pursuant to the Consultant Competitive Negotiation Act (CCNA), Florida Statute 287.055 and in accordance with the Federal Brooks Act. CSA No. 3 authorizes the professional services necessary for the Medical Respite and Lewis Center Buildout project.

Attachments:

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

Recommended by:  9/6/24
 Department Director Date

Approved by:  2/13/24
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>\$120,564</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$120,564</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No:

<u>Fund</u> 3900 <u>Dept</u> 141 <u>Unit</u> 1501 <u>Object</u> 6211	
PROFESSIONAL SERVICES	\$117,563.18
STAFF COSTS	\$ 3,000.00
EQUIP./SUPPLIES/ADVERTISING	<u>\$ 0.00</u>
TOTAL	\$120,563.18

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

Funding for this project is from the Capital Outlay Fund.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS


A. OFMB Fiscal and/or Contract Development Comments:

<u></u> 2/9/2024 OFMB GA 218 ESW 2-08-24	<u></u> 2/9/24 Contract Development and Control TM 2/9/24
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B. Legal Sufficiency:

 2/12/24
 Assistant County Attorney

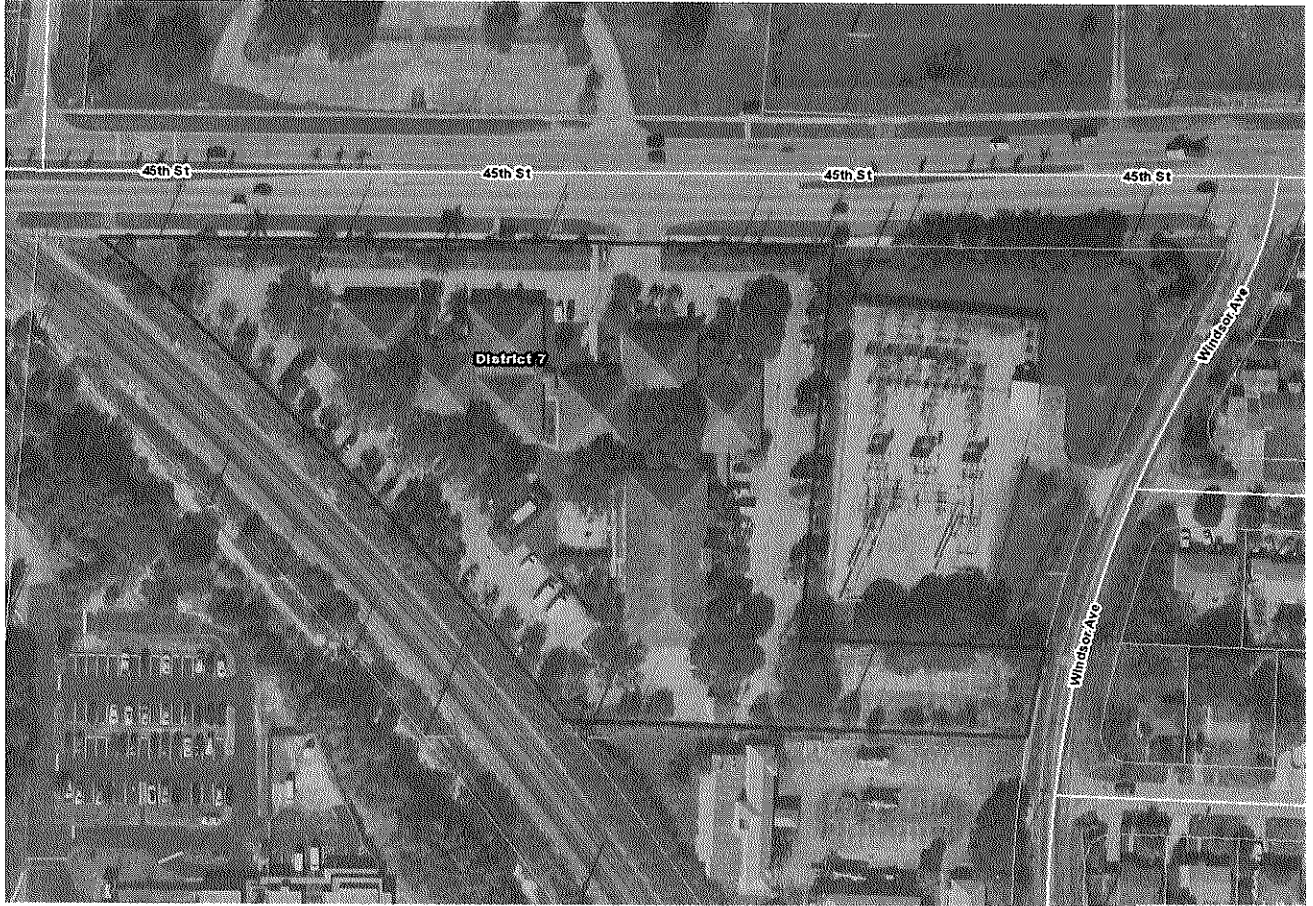
C. Other Department Review:


 Department Director

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

LOCATION MAP

Project No: 2023-009436
Project Name: Medical Respite and Lewis Center Buildout
Location: 1000 45th Street, West Palm, Florida 33407



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/20/2023 REQUESTED BY: Rocky Roque PHONE: 233-0191

PROJECT TITLE: Medical Respite & Lewis Center Build Out (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A - Annual IST PLANNING NO.:
EFDO #2023-009436 BCC RESOLUTION#: R2022-0485
REQUESTED AMOUNT: \$120,563.18 DATE: 05/17/22

CSA NUMBER: CSA #3
LOCATION: 1000 45th Street, West Palm Beach. BUILDING NUMBER: 2171

DESCRIPTION OF WORK/SERVICE LOCATION:
PROJECT/W.O. NUMBER: 2023-009536

CONSULTANT/CONTRACTOR: Colomé & Associates, Inc. (Continuing Architectural Consultant - Federal)

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

Professional services shall include architectural conceptual design, construction documents, cost estimating, permit documents, bidding and construction administration phase services for the proposed renovations to the Medical Respite and mechanical chiller replacement.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$), PROFESSIONAL SERVICES (\$117,563.18), STAFF COSTS* (\$ 3,000.00), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$120,563.18).

* 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: 3900 DEPT: 141 UNIT: 1501 OBJ: 6211

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

- Checkboxes for funding sources: Ad Valorem, Infrastructure Sales Tax, State, Federal (checked), Grant (checked), Impact Fees, Other.

Department:

BAS APPROVED BY

Julie Dowe



Digitally signed by Julie Dowe... Date: 2023.12.20 16:34:34-05'00'

ENCUMBRANCE NUMBER:

CONSULTANT SERVICES AUTHORIZATION #3

COLOME' & ASSOCIATES, INC.
(Continuing Architectural Services – Federal)

MEDICAL RESPITE & LEWIS CENTER BUILD OUT
PROJECT NO. 2023-009436
DISTRICT NO. 7

THIS CONSULTANT SERVICE AUTHORIZATION (CSA) NO. 3 to the Contract dated 05/17/22 (R2022-0485) (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:** **COLOME' & ASSOCIATES, INC.**, whose Federal Tax ID# is 65-0993244.
2. **History:** This CSA is for a new project.
3. **Services completed to date:** This CSA is for a new project.
4. **Description of Services to be provided by Consultant:** Professional services shall include architectural conceptual design, construction documents, cost estimating, permit documents, bidding and construction administration phase services for the proposed renovations to the Medical Respite and mechanical chiller replacement, as detailed on the attached revised proposal dated April 4, 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 \$117,563.18**
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 the 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, including the Federal Requirements, shall remain in full force and effect, unless specifically noted as follows:

The project under this CSA will be funded in whole or in part with federal funds. The detailed federal representations, certifications, and contract clauses (collectively, the "Federal Requirements") applicable to this CSA are attached hereto and incorporated into the Contract as Exhibit A. Consultant by executing this CSA certifies, represents and warrants that it will comply with the Federal Requirements.
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**".

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

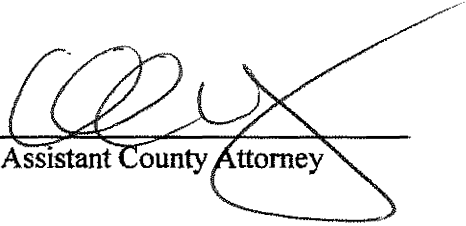
PALM BEACH COUNTY,
A Political Subdivision of the State of Florida,
BOARD OF COUNTY COMMISSIONERS

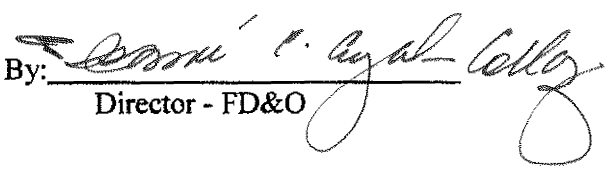
By _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Director - FD&O

WITNESS:

CONSULTANT: COLOME' &
ASSOCIATES, INC.


Signature

By: 
Signature

Celia Funk
Name (type or print)

Elizabeth A. G. Colome
Name (type or print)

President
Title

(Corporate Seal)

**EXHIBIT A
FEDERAL REQUIREMENTS**

Federal Contract Clauses

I. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Nondiscrimination under the Age Discrimination Act of 1975, As Amended

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

3. Title VI of the Civil Rights Act of 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

4. Section 3 Clause

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The consultant agrees to send to each labor organization or representative of workers with which the consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the consultant's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The consultant will not subcontract with any subcontractor where the consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the consultant's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

5. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

6. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal oversight agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal oversight agency.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal oversight agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal oversight agency.

7. Suspension and Debarment (Certification required).

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

9. Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. Government to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of

non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12. Contractor Affirmative Steps for Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321(b)(6)).

For contracts for more than the federal simplified acquisition threshold (currently set at \$250,000 as may be amended), the prime contractor, if subcontracts are to be let, must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. HUD Financial Assistance; Compliance with All Applicable Laws.

This is an acknowledgement that HUD financial assistance will be used to fund all or a portion of the contract. Contractor shall comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives. Contractor agrees to comply with any and all applicable laws, rules and regulations of HUD, County and the State, and/or the Federal government and in particular, such laws, rules, regulations and Executive Orders applicable to the receipt of Federal funding, which includes the HUD Standard Terms and Condition for grants and SF 424B and D which contain references to many cross-cutting Federal laws and regulations that may apply to a HUD award. HUD's grant award to County will contain all relevant federal laws, rules and regulations and is hereby incorporated herein by reference. In the event work is subcontracted, the Contractor agrees to include the requirements of this paragraph in all subcontracts made to perform this contract.

14. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, State, Contractor, or any other party pertaining to any matter resulting from the Contract.

15. Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38).

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

16. Records Retention.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of final payment or the date of termination or expiration of this contract, whichever is longer; except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same until the County, HUD, the Comptroller

General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

17. Third Party Claims.

Contractor hereby indemnifies and holds harmless: (a) the Federal Government, its employees and/or contractors; and (b) the County, its employees and/or contractors, from liability to third parties for claims asserted under this Contract. This section shall survive the termination or expiration of this Contract.

18. Lead-Based Poisoning Prevention Act (42 USC 4801 et. seq.)

The Contractor agrees to comply with the Lead-Based Poisoning Prevention Act (42 USC 4801 et. seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. Contractor also agrees to comply with the lead based paint evaluation and hazard reduction requirements of HUD's lead based paint rules 24 CFR part 35 and EPA's lead based paint rules 40 CFR part 745.

19. Environmental and Historic Preservation Protections

Federal laws, regulations, and executive orders and the terms and conditions of a specific HUD award may require the County and its Contractors to comply with applicable environmental and historic preservation requirements, which will, in turn, necessitate that Contractors also implement these requirements as necessary, including in all subcontracts or third party contracts. Such environmental and historic preservation protections include, but are not limited to:

A. Environmental Laws Compliance. HUD will identify various environmental and historic preservation mitigation measures applicable to the scope of work. Therefore, to the extent applicable, all Contractors will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

B. EPA Regulations. Contractor is required to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations (40 CFR part 15). (Applicable to contracts, sub-contracts, and subgrants of amounts in excess of \$100,000).

C. Wild and Scenic Rivers Act. The Contractor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

D. Historic Preservation. The Contractor will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

20. Trafficking Victims Protection Act

Contractor agrees to comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits the contractor from (1) Engaging in severe forms of trafficking in persons during the period of time the contract is in effect (2) Procuring a commercial sex act during the period of time that the contract is in effect or (3) Using forced labor in the performance of the contract.

21. Computer Networks. Contractor may not use any funds under this agreement to maintain or establish a computer network that does not block the viewing, downloading and exchanging of pornography.

22. Notice of HUD Reporting Requirements and Regulations

A. General. The County is using grant funding awarded by HUD, in whole or in part, for the costs incurred under this contract. One of the conditions of HUD funding requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to HUD and other entities.

(2) Contractor shall comply with all such reporting requirements as necessary to satisfy and comply with HUD award requirements. Failure to do so is a material breach of this Contract.

(3) Failure of the County to satisfy reporting requirements to HUD is a material breach of the HUD grant agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

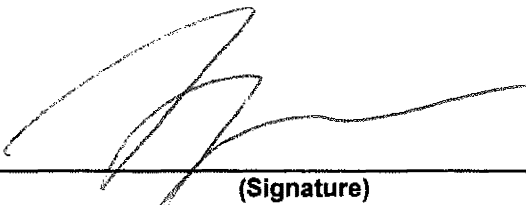
B. Applicable Reporting Regulations and Policy. Grant reporting includes both financial and program performance reporting requirements. There are a variety of applicable federal, State and local statutes, regulations, requirements, policies, and other sources setting forth various reporting requirements, including County policies and procedures, and HUD program policies including, but not limited to, Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, comparison of accomplishments to milestone objectives, and the reasons for delay or failed milestones.

**CERTIFICATION
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DISCLOSURE**

The CONTRACTOR certifies that:

1. The CONTRACTOR does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. The CONTRACTOR was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3. The CONTRACTOR agrees to flow this requirement down to all lower tier participants (subcontractors), without regard of the value of any subagreement.

9/5/2023
(Date)


(Signature)

Elizabeth A.G. Colomé
(Print Name)

President
(Title)

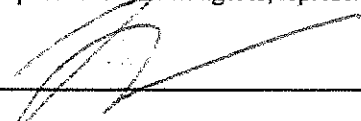
Colomé & Associates, Inc.
(Company)

NON-COLLUSION AFFIDAVIT OF CONSULTANT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Elizabeth A.G. Colomé, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) She is President of Colomé & Associates, Inc, the Consultant that has submitted a Bid to perform work for the following project:
Contract #: 2023-009436 Project Name: FDO - Medical Respite & Lewis Center Build Out
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: 

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 5th day of September 2023 by Elizabeth A.G. Colomé, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Celia Funk
Notary Public-State of Florida

Commission No. HH 158057



CELIA FUNK
Commission # HH 158057
Expires October 17, 2025
Bonded Thru Budget Notary Services

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, Elizabeth A. G. Colomé, who, after being by me first duly sworn, deposes and says:

(1) I am President of Colomé & Associates, Inc., the consultant that has submitted a proposal to perform work for the following project:

Contract #: 2023-009436 Project Name: FDO - Medical Respite & Lewis Center Build Out

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, other entity as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

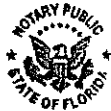
Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 5th day of September 2023 by Elizabeth A. G. Colomé, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Celia Funk
Notary Public-State of Florida

Commission No. HH158057



CELIA FUNK
Commission # HH 158057
Expires October 17, 2025
Bonded Thru Budget Notary Services

CERTIFICATION OF ELIGIBILITY OF CONSULTANT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Elizabeth A. G. Colomé, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He/she is the President of Colomé & Associates, Inc, hereinafter referred to as the "Consultant"; who submitted a proposal to perform work for the following project:

Contract #: 2023-009436 Project Name: FDO - Medical Respite & Lewis Center Build Out

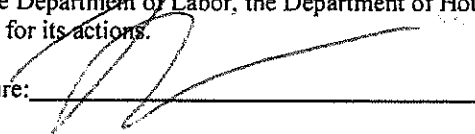
(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract;

(3) The Consultant nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract;

(4) The Consultant acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action;

(5) The Consultant acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Consultant acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "Consultant" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Contract, its contract with the "Consultant" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its actions.

Signature: 

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 5th day of September 2023 by Elizabeth A.G. Colomé, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Celia Funk
Notary Public-State of Florida

Commission No. HH158057



CELIA FUNK
Commission # HH 158057
Expires October 17, 2025
Bonded Thru Budget Notary Services

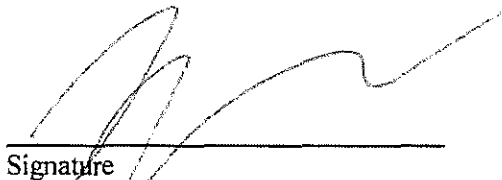
CERTIFICATION OF NONSEGREGATED FACILITIES

The Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: FDO - Medical Respite & Lewis Center Build Out

Company Name and Address: Colomé & Associates, Inc
530 24th Street
West Palm Beach, Florida 33407



Signature
Elizabeth A. G. Colomé, President
Name and Title

September 5, 2023
Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONSULTANTS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: #2023-009436 Medical Respite & Lewis Center Build-Out

Subcontractor Name: Edward Dugger + Associates, PA

Address: 1239 SE Indian St., #103, Stuart, FL 34997

By:

Edward Dugger

Digitally signed by Edward Dugger
DN: c=US,
ou=Edward Dugger + Associates, o=Edward Dugger + Associates, cn=Edward Dugger
Date: 2023.09.05 15:15:10 -0400



5 Sept '23

Name and

Title

Signature

Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONSULTANTS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

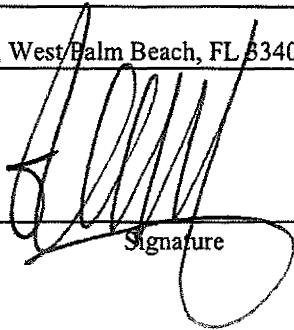
Project Name: #2023-009436 Medical Respite and Lewis Center Build Out

Subcontractor Name: ONM&J, Inc.

Address: 1655 Palm Beach Lakes Blvd., Ste. 204, West Palm Beach, FL 33401

By:

Philip J. Rizzo - Vice President
Name and Title


Signature

09/05/2023
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT**

The Consultant certifies that:

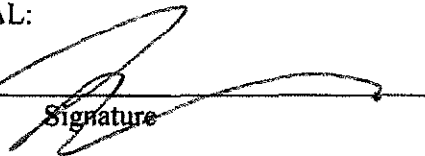
- (a) This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- (b) The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (d) The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its suppliers, subcontractors and subconsultants.

CONSULTANT NAME: Colome & Associates, Inc.

ADDRESS: 530 24th Street, West Palm Beach, FL. 33407

CONSULTANT'S AUTHORIZED OFFICIAL:

Elizabeth A.G. Colome, President
Name and Title


Signature

9/5/2023
Date

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Consultant certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Colomé & Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

Elizabeth A.G. Colomé

Name and Title of Consultant's Authorized Official

September 5, 2023

Date

Revised - April 4, 2023

Mr. Charlene La Mattina, Manager
Facilities Development & Operations Dept.
Palm Beach County Capital Improvements Division
2633 Vista Parkway
West Palm Beach, Florida 33411

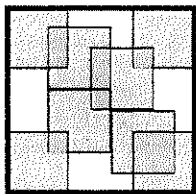
Re: **PBC Medical Respite & Lewis Center Build-Out Renovations**
(Design / Bidding / CA Phases)
Project No. 2023-009436
West Palm Beach, Florida

Dear Ms. La Mattina:

Our Firm – Colomé & Associates, Inc. (Architect) – would like to thank you for the opportunity to provide Palm Beach County Facilities Development & Operations Department with this proposal for professional services for the proposed build-out renovations for the proposed Medical Respite and mechanical chiller replacement at the existing Senator Phillip D. Lewis Center located at 1000 45th Street in West Palm Beach, Florida.

The project will consist of architectural conceptual design, construction documents, cost estimating, permit documents, bidding, and construction administration phases for the proposed renovations of approximately 2,260 square feet to accommodate the Medical Respite Services and the replacement and expansion of the existing mechanical chiller. Renovations will consist of reconfiguration of interior partition walls, adding egress windows with new exterior wall openings, replacement of all exterior doors, frames and windows with impact resistant systems, new floor wall and ceiling finishes in renovated areas, creating a mechanical room with new exterior doors within the interior floor area, modifications to existing fire alarm, electrical receptacles, new LED lighting, re-work of existing mechanical ductwork in renovated areas, evaluation and implementation of thermal wall and roof attic insulation, assessment of ambient noise levels at the site railroad tracks and interior areas and implementation of recommendations determined by the acoustical consultant, and replacement of HVAC grilles. The fee is based on information provided by PBC CID and a site visit on November 21, 2022.

The project will consist of providing professional services for architectural conceptual design, cost estimating, construction documents, bidding, and construction administration phases, for the scope of work describe above. The fees are based on the executed Annual Contract for Architectural Services R-2022-0485, PBC – Capital Improvements Division Policy and Procedures Manual for Design Professionals, latest edition (October 2017), meetings and information provided to our office by Palm Beach County Capital Improvements Division.



Colomé & Associates, Inc.

Florida Registration AA0003439

Architecture □ Planning □ Interiors

530 24th Street □ West Palm Beach, Florida 33407 □ Telephone: (561) 833-9147 □ Facsimile: (561) 833-9356 □ E-mail: colome@colome-arch.net



- Design and Construction Documents

Based on the approved conceptual design plans submittal to be prepared by this office, provide working drawings and specifications, described in detail sufficient for construction, including architectural services, structural engineering, mechanical, electrical, and plumbing engineering (limited to the proposed building renovations), acoustical consultant services, and interior finish selection within the completed set of construction documents. Interior and exterior furnishing shall be selected and purchased by Palm Beach County.

- Preparation and Permitting Submissions

- Prepare and submit documents for permitting to the City of West Palm Beach Building Department.

- Bidding

- Assist Palm Beach County in preparation of addenda and respond to General Contractor's or Construction Manager's RFI's during Bidding process.

- Construction Administration

- Make a minimum of one visit per week by the architect, engineer, or subconsultants to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. The Architect / Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality of work, nor shall the Architect be responsible for the means, methods, techniques or procedures of construction selected by Contractor(s).
- Review and approve the Contractor's shop drawings, or take other appropriate action, but only for the limited purpose of checking for conformance with information given and the design concepts expressed in the contract documents.
- Prepare substantial and final punch list.
- Prepare Final "As-Built" CAD files for owner based on general contractor's record drawings.
- Expenses – The Architect and Design Professionals shall be paid for all expenses such as owner requested reproduction, postage and plotting expenses as an addition to the basic compensation at a stipulated lump sum of two thousand one hundred forty (\$2,140.00) dollars, which is included in the total professional services fee.

- Fees

- Construction Documents, Bidding, Construction Administration, and Expenses – Architectural, Acoustical Consultant Services, and Engineering design: Fees for performing services as outlined above shall be based upon the stipulated lump sum of one hundred seventeen thousand five hundred sixty-three dollars and eighteen (\$117,563.18) cents.

The schedule and estimated task completion is as follows:

- Architectural Conceptual Design phase (4 weeks from PBC N.T.P)
- 50% Construction Document phase (8 weeks from PBC Review)
- 95% Construction Document phase (8 weeks from PBC Review)
- Bidding phase (T.B.D.)
- Construction Administration phase (T.B.D.)

Fee Breakdown:

Architectural Conceptual Design Phase	\$ 8,345.24
Design / Construction Document Phase	\$ 93,340.71
Construction Administration Phase	\$ 13,737.23
Expenses	\$ 2,140.00
Total Fee	\$117,563.18

Fee Breakdown per Discipline:

Architect: (Colome' & Associates)	\$ 57,863.18
Structural Engineering: (ONM&J, Inc.)	\$ 8,500.00
Mechanical, Electrical & Plumbing Engineering: (JLRD, Inc)	\$ 42,200.00
Acoustical Consultant Services: (ED+A, inc.)	\$ 9,000.00
Total Professional Services	\$117,563.18

• **Additional Services**

- Additional Services as requested by the Owner shall be on the Architectural and Engineering Hourly Basis as set forth in the executed Annual Contract for Architectural Service (R-2022-0485) or stipulated lump sum.

- Items excluded from this professional services fee proposal:

The following items are not included as part of this professional services fee proposal: This proposal does not include the documentation or analysis of green or sustainable building components or measures incorporated into this design. If the documentation or analysis (including life cycle analysis) of this building is required to meet Florida Statutes 255.251-255.259, this service can be provided as an "Additional Services", LEED design services, Fees related to project applications, registrations, and permitting, additional site plan amendment submissions, asbestos studies related to demolition of existing building, geotechnical engineering, civil engineering, landscape architectural, irrigation design, environmental surveys, mechanical life cycle cost analysis, asbestos abatement, replacement of existing site utilities, offsite improvements, site lighting, fees related to water flow tests for fire sprinklers, documentation of existing data outlets and associated power receptacles for ISS reference, specialty signage or monitors, complete fire protection system replacement, replacement of existing electrical FPL services, PBC Art in Public Place services, CCTV, Wireless Access points (WAP) systems design, A/V systems design, lightning protection, emergency power, public address system design, interior design services, re-design as a result of value engineering, and conformance documents.

G24. FS558.0035. –PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sincerely,


Elizabeth A. G. Colome' – Architect

Labor/Fee Estimate Summary (Colome & Associates, Inc.) - PBC MEDICAL RESPITE & LEWIS CENTER BUILD-OUT RENOVATIONS													
Billing Rate:		\$ 136.29	\$ 115.85	\$ 104.08	\$ 82.94								
Labor Estimate (Hours)													
Task Description	Principal	Architect	Project Manager	Architect Drafting	Clerical	Labor Total	Expenses	Total					
PBC Proj No. #2023-009436													
Task Description	Total	15	31	147	438	0	\$57,263.18	\$600.00	\$57,863.18				
Architect Administration													
Kick Off Meeting			1	\$115.85	1	\$104.08	\$0.00	\$0.00	\$ 219.93		\$ 219.93		
Contract Administration	1	\$136.29	2	\$231.70	2	\$208.16	\$0.00	\$0.00	\$ 576.15		\$ 576.15		
Field Work		\$0.00	1	\$115.85	4	\$416.32	\$331.76	\$0.00	\$ 863.93	\$ 50.00	\$ 913.93		
Code Analysis	2	\$272.58	6	\$695.10		\$0.00	\$0.00	\$0.00	\$ 967.68		\$ 967.68		
Design Coordination		\$0.00	1	\$115.85	4	\$416.32	\$331.76	\$0.00	\$ 863.93		\$ 863.93		
									\$ -		\$ -	\$3,541.62	
Architectural Conceptual Design Documents													
Architectural Drawings	1	\$136.29	1	\$115.85	4	\$416.32	\$6,801.08	\$0.00	\$ 7,469.54	\$ 100.00	\$ 7,569.54		
Coordination of Subconsultants		\$0.00	1	\$115.85	1	\$104.08	\$165.88	\$0.00	\$ 385.81		\$ 385.81		
PBC Review / Coordination Meetings		\$0.00		\$0.00	2	\$208.16	\$165.88	\$0.00	\$ 374.04		\$ 374.04		
Incorporate PBC Review Comments		\$0.00	1	\$115.85		\$0.00	\$0.00	\$0.00	\$ 115.85		\$ 115.85		
									\$ -		\$ -	\$8,445.24	
95% Construction Documents													
Architectural Drawings	2	\$272.58	2	\$231.70	12	\$1,248.96	\$11,611.60	\$0.00	\$ 13,364.84	\$ 100.00	\$ 13,464.84		
Specifications	1	\$136.29	1	\$115.85	8	\$832.64	\$0.00	\$0.00	\$ 1,084.78	\$ -	\$ 1,084.78		
Coordination of Subconsultants		\$0.00	1	\$115.85	2	\$208.16	\$165.88	\$0.00	\$ 489.89		\$ 489.89		
PBC Review / Coordination Meetings		\$0.00		\$0.00	2	\$208.16	\$165.88	\$0.00	\$ 374.04		\$ 374.04		
Incorporate PBC Review Comments		\$0.00	1	\$115.85	2	\$208.16	\$165.88	\$0.00	\$ 489.89		\$ 489.89		
									\$ -		\$ -	\$15,903.44	
95% Construction Documents													
Architectural Drawings	2	\$272.58	2	\$231.70	12	\$1,248.96	\$12,275.12	\$0.00	\$ 14,028.36	\$ 100.00	\$ 14,128.36		
Specifications	1	\$136.29	1	\$115.85	8	\$832.64	\$0.00	\$0.00	\$ 1,084.78	\$ -	\$ 1,084.78		
Coordination of Subconsultants		\$0.00	1	\$115.85	2	\$208.16	\$165.88	\$0.00	\$ 489.89		\$ 489.89		
PBC Review / Coordination Meetings		\$0.00		\$0.00	2	\$208.16	\$165.88	\$0.00	\$ 374.04		\$ 374.04		
Incorporate PBC Review Comments		\$0.00	1	\$115.85	2	\$208.16	\$165.88	\$0.00	\$ 489.89		\$ 489.89		
									\$ -		\$ -	\$16,566.96	
Permit Documents													
Architectural Drawings	2	\$272.58	1	\$115.85	4	\$416.32	\$1,990.56	\$0.00	\$ 2,795.31	\$ 100.00	\$ 2,895.31		
Specifications		\$0.00		\$0.00	4	\$416.32	\$82.94	\$0.00	\$ 499.26	\$ -	\$ 499.26		
Respond to Permit Review Comments	1	\$136.29		\$0.00	6	\$624.48	\$331.76	\$0.00	\$ 1,092.53	\$ -	\$ 1,092.53		
Coordination of Subconsultants		\$0.00		\$0.00	0	\$0.00	\$82.94	\$0.00	\$ 82.94		\$ 82.94		
									\$ -		\$ -	\$4,570.04	
Bid Documents													
Bid RFI Review / Response		\$0.00	2	\$231.70	8	\$832.64	\$165.88	\$0.00	\$ 1,230.22		\$ 1,230.22		
Coordination of Subconsultants		\$0.00		\$0.00	2	\$208.16	\$82.94	\$0.00	\$ 291.10		\$ 291.10		
									\$ -		\$ -	\$1,521.32	
Construction Administration													
RFI Review / Response	2	\$272.58	1	\$115.85	8	\$832.64	\$165.88	\$0.00	\$ 1,386.95		\$ 1,386.95		
Submittal / Shop Drawing Review		\$0.00	1	\$115.85	8	\$832.64	\$165.88	\$0.00	\$ 1,114.37		\$ 1,114.37		
Project Construction Meetings		\$0.00		\$0.00	28	\$2,914.24	\$0.00	\$0.00	\$ 2,914.24	\$ 50.00	\$ 2,964.24		
Field Bulletins / CCP Reviews		\$0.00		\$0.00	1	\$104.08	\$82.94	\$0.00	\$ 187.02		\$ 187.02		
Substantial Comp. Punch List		\$0.00		\$0.00	2	\$208.16	\$165.88	\$0.00	\$ 374.04		\$ 374.04		
Final Completion Punch List		\$0.00		\$0.00	2	\$208.16	\$165.88	\$0.00	\$ 374.04		\$ 374.04		
Close Out Documents		\$0.00	1	\$115.85	2	\$208.16	\$0.00	\$0.00	\$ 324.01		\$ 324.01		
As-Builts		\$0.00	1	\$115.85	2	\$208.16	\$165.88	\$0.00	\$ 489.89	\$ 100.00	\$ 589.89		
									\$ -		\$ -	\$7,314.56	
Grand Total	15.00	\$2,044.35	31.00	\$3,475.50	147.00	\$45,405.88	438.00	\$36,327.72	\$0.00	\$0.00	\$57,263.18	\$600.00	\$57,863.18

Source: Colome & Associates, Inc.

\$13,591.35 \$15,299.76

Multiplier: 2.68



Colome & Associates, Inc.
 ARCHITECTURE • PLANNING • INTERIORS
 Florida Registration - AA 0003439
 830 24th Street, West Palm Beach, Florida 33407
 Phone: (561) 833-0147 Fax: (561) 833-0188



April 3, 2023

Mr. Joe Colome
 Colome & Associates, Inc.
 530 24th Street
 West Palm Beach, FL 33407

Re: #2023-009436 Medical Respite & Lewis Center Build Out
1000 45th St., West Palm Beach, FL 33407
Project No.: 271.191

We are pleased to submit the following proposal for Consulting Structural Engineering Services for the subject project. Our proposal is based on information supplied by your office. This project consists of the structural design and drafting to renovate approximately 2,250 sq. ft. which will consist of creating a mechanical room with masonry walls, modifying exterior masonry walls to provide (6) new impact windows and wind loads for new impact doors.

Our services during the construction document phase will include the following:

1. Preparation of structural drawings, which will be signed and sealed for building permit application.
2. Building Department review comment response to obtain the building permit.

Our services during construction administration phase will include the following:

1. Review of structural submittals only for their general conformance with the design concept of the project.
2. Responding to the Building Department or construction questions.

Our base fee for these services will be broken down as follows:

Construction Documents	\$6,800.00
Construction Administration.....	\$1,700.00
Total	\$8,500.00

If field visits during construction are required, they will be billed at \$300.00 per visit, plus expenses, but only if requested by the client.

Construction Administration assumes a 4-month construction schedule. Request for substitutions, repair details, design changes or value engineering can be provided hourly or as a lump sum and is not part of Construction Administration.

Early release structural drawings require two (2) permitting processes and are not included in our base fee.

We assume the structure is located above the floodplain. Hydrostatic slab design is not included in our base fee.

This proposal is valid for six (6) months from the date issued. If work is stopped for more than three (3) months, additional fees will be required to restart the project. Additional services beyond the scope of this proposal may be provided on a flat fee basis or on an hourly basis.

Our hourly rates are as follows:

RATE SCHEDULE

Principal	\$196.35/ hour
Project Manager	\$165.36/ hour
Senior Engineer	\$134.34/ hour
Project Engineer	\$124.02/ hour
CADD Operator	\$ 90.00/ hour

The prevailing rates and contract amount shall be effective on January 1, 2023 and are expected to remain as stated through December 31, 2023. Should circumstances require an adjustment to these rates prior to December 31, 2023, 30 days written notification shall be submitted in advance of the effective date of the change.

Payment is due upon receipt of services.

Contract Terms:

1. If required, a Geotechnical Engineer will be retained by others and we will coordinate our foundation design with his findings.
2. **A conventional spread footing foundation system will be used. If deep foundations, grade beams or structurally supported slabs are required, we will increase the fee accordingly.**
3. Design of sheathing, shoring, scaffolding, formwork and other means and methods of construction will be provided by engineers retained by the contractors.
4. Our fee will be increased for revisions of design or drawings to suit changes after work is released for pricing or permits.
5. Miscellaneous iron items such as stairs, ladders, catwalk and railings will be designed and signed and sealed by the fabricator's engineer and reviewed by O'Donnell, Naccarato, Mignogna & Jackson, Inc.
6. Services related to mold, asbestos materials, detection, modification or process scope of work is specifically excluded and not provided by ONM&J.
7. The scope of services for this project does not include any other structural work in the existing building **including engineering to repair unforeseen problems with the existing structure or to upgrade the existing structure to meet current building codes.**
8. The scope of services for this project does not include delegated shop drawings of specialty engineering items such as heavy timber, wood trusses, precast concrete, MEP roof top equipment attachments, light poles, or aluminum framing. We will provide performance specifications only for any cold-formed steel framing where required at the exterior walls and soffits. We will require signed and sealed delegated shop drawings and calculations from the cold-formed steel contractor's engineer. If the cold form designer requests additional structural steel for the purpose of reducing cost or complexity of exterior curtain wall system, this will be considered value engineering and will be treated as an additional service.
9. The scope of services for the project does not include the design and drafting of towers, landscaping walls, exterior covered walkways or any miscellaneous structures outside of the building footprint.
10. This fee does not include a reuse fee for our structural design.
11. This fee does not include monies for a resident inspector.
12. The creation of record documents, which generally include incorporation of RFI information into our drawings or construction related changes to contract documents, is considered additional services.

PURSUANT TO F. S. 558, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Our base fee does not include reinforcing/changing existing walls, foundations, columns, beams, or roof structure for change of occupancy, or other code necessities that require upgrading the building to meet increased envelope wind pressures.

Structural elements are not water resistant. Water proofing, roofing and envelope water resistance scope of work is specifically excluded and not provided by ONM&J.

If the Client requests in writing that our firm provide any specific construction phase services and if our firm agrees in writing to provide such services, then we shall be compensated as Additional Services as provided for in this contract.

In the event of a claim of breach of contract or professional negligence the client agrees that the liability of O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, employees, consultants and inspectors is per the terms of the Prime Contract between your office and your client.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, inspectors and employees are not responsible for the means and methods of construction or for related safety precautions and programs.

Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 30 days of your receiving our invoice, you agree to

1655 Palm Beach Lakes Blvd., Suite 204, West Palm Beach, FL 33401 | Tel: 561.835.9994 | www.onmj.net
Florida West Palm Beach Pennsylvania Philadelphia, Lehigh Valley

actively participate with us in our efforts to collect our fee directly from your client. Also, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Philip J. Rizzo, P.E.
Vice President

PJR/avl

ACCEPTED BY _____ DATE _____

PRINT NAME _____ TITLE _____



#2023-009436 Medical Respite & Lewis Center Build Out

Multiplier 3.0

ONM&J Project No.: 271.191

Fee Breakdown - Attachment "A"	CADD Operator	Project Engineer	Project Manager	Principal	Total
	\$ 90.00	\$ 124.02	\$ 165.36	\$ 196.35	
Construction Documents	25.0	19.7284	14.0		\$ 6,800.00
Construction Administration		4.0	6.0		\$ 1,700.00
Sub Total	\$ 2,250.00	\$ 2,942.80	\$ 3,307.20	\$ -	\$ 8,500.00
TOTAL PROJECT FEE					



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

March 15, 2023 (Revised 4-3-2023)

Mr. Joe Colomé
Colomé and Associates, Inc.
530 24th Street
West Palm Beach, Florida 33407

Re: #2023-009436 Medical Respite & Lewis Center Build-Out

Dear Joe,

We are pleased to submit the following proposal for professional services in conjunction with HVAC, Electrical, and Plumbing designs for the Lantana Health Center renovation, located in Palm Beach County, Florida.

Johnson, Levinson, Ragan, Davila, Inc. (JLRD), hereinafter referred to as the Engineer, proposes to furnish professional services for **Colomé and Associates**, hereinafter referred to as the Client for the Scope of Services outlined below, and included in attached Exhibit "A", for the fees stipulated herein.

SCOPE OF SERVICES

The Engineer will perform the following:

1. Attend meetings with the Client and/ Owner.
2. Prepare design drawings and specifications setting forth the requirements for construction. A description of the general Scope of Work to be performed is as follows:
 - a. *Provide mechanical, electrical, and plumbing design services for the renovation of the 2,900 s.f. of existing exam rooms, restrooms, reception / lobby, restrooms, storage areas, etc. in building 2, west end of the Lewis Center campus.*
 - i. *Mechanical services shall include:*
 1. *The replacement of existing attic mounted DX AHUs with chilled water AHUs using room 2-253 as a new mechanical room. New ductwork, grilles, etc. coincident with architectural floor plan revisions.*
 - ii. *Plumbing shall include the complete replacement and relocation of all plumbing fixtures and reuse of existing vents through roof if possible in the renovated area. Convert pharmacy to restroom / shower area. Add WAP devices through out the space.*
 - iii. *Electrical scope includes replacement of lighting fixtures with new LED fixtures, to be reconnected to existing circuits. It is anticipated the existing service*

Re: #2023-009436 Medical Respite & Lewis Center Build-Out

- entrance and fire alarm system control panel is sufficiently sized to accommodate the proposed changes without upgrade or replacement.*
- iv. *Add fire protection to the wing per performance specification.*
- b. *Provide design services for the replacement of the existing containerized, water-cooled chiller/cooling tower.*
3. Respond to permit review comments, answer RFI's from the field, and review shop drawings and equipment documentation as submitted by the Contractor for general conformance with the design documents.
 4. Conduct site visits during construction to observe the progress and compliance with the documents.
 5. Additional services mutually agreed upon.

LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)

This project does not include engineering effort associated with obtaining LEED Certification.

ITEMS SPECIFICALLY EXCLUDED FROM THE SCOPE OF SERVICES

1. Identification of and/or abatement design for hazardous materials.
2. Field verification of existing concealed conditions.
3. Water flow tests for fire sprinklers. Signed and sealed fire protection drawings will not be delivered without such documentation per Florida Administrative Code 61G15-32.004(4)(f).
4. Changes in design documents due to Value Engineering.
5. Two-Way Radio DAS System Design.
6. AHCA review or inspection.

ITEMS TO BE FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

Assist the Engineer by furnishing at no cost to the Engineer, all available pertinent information including, but not by way of limitation, previous studies, drawings, specifications, test reports, and any other data relative to performance of the above services for the project.

Designate a person to act as the Client representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instruction, receive information, interpret and define the Client policies and decisions with respect to materials, equipment, and systems pertinent to the Engineer's services.

Re: #2023-009436 Medical Respite & Lewis Center Build-Out

Owner of the Engineers Construction Documents as instruments of Professional Service shall be consistent with the Master Agreement for use only on this project. This shall include all reports, plans, specifications, field data and notes, including documents on electronic media prepared by the Engineer.

TIME OF PERFORMANCE

The Engineer will perform his services with due and reasonable diligence, consistent with sound professional practices and the timely receipt of information necessary for performing the agreed to services.

FEES TO BE PAID

For items 1 through 4 of the Scope of Services, the Engineer shall be paid a lump sum fee of Forty-Two Thousand Two Hundred Dollars (\$42,200.00).

For Additional Services, the Engineer shall be paid an hourly fee based upon the attached Rate Schedule. See Exhibit "A".

THE FOLLOWING CONDITIONS APPLY TO TERMS BETWEEN THE ARCHITECT AND ENGINEER

Invoices for services rendered shall be in accordance with the Architect's Contract and reflected in the following schedule. Note that this schedule reflects payment methods only, and is not intended to reflect the level of engineering services rendered during each specific phase.

95% Construction Documents	80%
Contract Administration	20%

Invoices for services are due and payable within thirty (30) days from the date of the invoice.

Invoices which are past due for more than forty-five (45) days will necessitate suspension of engineering services until such invoices are reconciled.

Any provision of this agreement which may later be held to be unenforceable for any reason shall be deemed void, however, all remaining provisions shall continue in full force and effect.

Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment of invoices is due regardless of suspension or termination of this agreement by either party.

This contract shall be governed by the laws of the State of Florida, and the appropriate venue for any actions arising out of the agreement would be West Palm Beach, Florida.

Should the Engineer be required to provide testimony, research or production of document for any legal action or dispute, the Engineer shall be compensated for the time expended as an expert witness.

The Client and the Engineer shall each effect and maintain insurance to protect themselves from claims under worker's compensation acts; claims for damages because of bodily injury including personal injury,

Re: #2023-009436 Medical Respite & Lewis Center Build-Out

sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

The Engineer shall maintain professional liability insurance and when specifically requested by the Client, provide evidence of same. The Engineer's liability shall be limited to the total aggregate amount of fees paid to the Engineer or \$500,000, whichever is greater.

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

Neither party shall be liable for any special, incidental, indirect, or consequential damages, regardless of whether or not it was advised by the other party of the possibility or certainty of such damages.

PROBABLE CONSTRUCTION COSTS

Since the Engineer has no control over the cost of labor and materials or over competitive bidding and market conditions, the Statement of Probable Costs of construction provided for herein are to be made on the basis of experience and qualifications. Accordingly, the Engineer does not guarantee the accuracy of such probable costs when compared to the Contractor's bids or the project construction cost.

TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination, and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

Re: #2023-009436 Medical Respite & Lewis Center Build-Out

MODIFICATIONS AND ADDITIONS TO EXISTING SYSTEMS

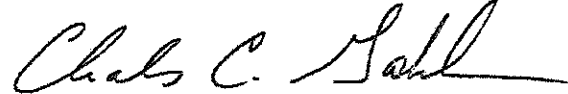
Because of the Engineer's many years of background and experience in design and construction, the Engineer is qualified to make recommendations and designs which, in the Engineer's opinion, will meet the needs of the situation. These services will be performed to the best of the Engineer's skill and ability and commensurate with the economics of the situation. Although the documented components of the existing systems to be modified can be analyzed, the actual components of the existing systems cannot be fully determined because the Engineer was not present during fabrication or construction, and therefore is not responsible for unforeseen conditions which affect final construction.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One (1) signed copy of this proposal returned to the Engineer will serve as an Agreement between the two (2) parties and as a Notice to Proceed (unless indicated otherwise by the Client). This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions herein.

Very truly yours,

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.



Charles C. Gableman, P.E.
President

CCG/gj

Enc.

Accepted by:

Signature

Date

Designated Client Representative

(Print or Type Name)

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Consulting Engineers

PBC FEDERAL RATE SCHEDULE

EXHIBIT 'A'

	<u>PER HOUR</u>
PRINCIPAL	\$227.66
PROJECT ENGINEER (P.E.)	\$141.47
ENGINEER	\$ 72.35
SENIOR DESIGNER	\$ 108.69
DESIGNER	\$ 66.75
CONSTRUCTION ADMINISTRATION	\$ 128.93
DRAFTSPERSON	\$ 55.30
CLERICAL	\$ 76.05

Colome Lewis Center Medical Respite 3-15-23 Rev 1 4-3-23 PRO



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

**2021 PALM BEACH COUNTY FEERALLY FUNDED PROJECTS
JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
FEE SCHEDULE**

Personnel Classification	Avg. Hourly Pay	Multiplier	Burdened Rate
Principal	83.70	2.72	227.66
Project Engineer	52.01	2.72	141.47
Engineer	26.60	2.72	72.35
Senior Designer	39.96	2.72	108.69
Designer	24.54	2.72	66.75
Construction Administration	47.40	2.72	128.93
CAD Tech	20.33	2.72	55.30
Administrative	27.96	2.72	76.05

HOURLY RATES:

MULTIPLIER CALCULATIONS:

Salary 1.00
Fringe Benefits 0.392
Overhead 1.085
Subtotal 2.477
Profit @ 10 % 0.247
TOTAL: 2.72

MAXIMUM ALLOWABLE MULTIPLIER.... 2.72

CERTIFICATION:

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

Charles Gableman, President

May 18, 2021

Date

**Palm Beach County
Medical Respite Lewis Center Build-out
Design and CA**

LABOR BREAKDOWN													
TASK	HOURS												
	Sr. ENGR		PE		ENGR		Sr. DSN		Designer		CA	CAD	SEC
BASIC DESIGN	M	E	M	E	M	E	M	E	M	E			
<i>General</i>		3											4
PRE-DESIGN AND 50% MTG					2	2							
SITE SURVEY							6	6	4				
REVIEW EXIST DWGS							2	2	2				
COORDINATION WITH VENDORS					4	2							
LOAD ANALYSIS					4	4							
VOLTAGE DROP CALCS						2						4	
<i>Design</i>													
DEMOLITION					4	4			8	8		16	
MECH DWGS			10		16		20		14			40	
PLBG DWGS			4		6		16					20	
FP DWGS			2				6					12	
ELECT DWGS				8		16		16		16		36	
Specifications			3	2			2						4
Checking	4	3										6	
Incorporate Comments					4	4	4					12	3
BASIC DESIGN SUBTOTAL (Sheet)	4.0	6.0	19.0	10.0	40.0	34.0	56.0	24.0	28.0	24.0	0.0	###	11.0

**Palm Beach County
Medical Respite Lewis Center Build-out
Design and CA**

LABOR BREAKDOWN													
TASK	HOURS												
	Sr. ENGR		PE		ENGR		Sr. DSN		Designer		CA	CAD	SEC
BASIC DESIGN	M	E	M	E	M	E	M	E	M	E			
<i>Other Items:</i>													
DMS Curve - Non Basic Services													
Measured Drwgs of Existing Services							4	4				4	
LEED Consultation													
Life Cycle Costs													
Existing Site Utility Infrastr. Improvements													
Site Lighting Design w/ Cert. Letter													
Specialty Consultant/Services:													
- Voice/Data Comm								4				4	
- A/V systems													
- Que / Numbering System													
- Public Address													
- CCTV Camera								2				2	
- Access Control													
- Intrusion Detection													
- Secured Parking - Gates													
Cost Estimating													
Alternate Bids/Multiple Constr. Contract													
Record Drawings							2	2				6	
Additional C/A Participation													
BASIC DESIGN SUBTOTAL	4.0	6.0	19.0	10.0	40.0	34.0	62.0	36.0	28.0	24.0	0.0	###	11.0
CONSTRUCTION ADMIN													
SHOP DRAWINGS					6	4	2						2
BIDDING / RFIS					4	4	2					4	
FIELD OBSERVATIONS - 2 OBS											16		2
FINAL											8		1
SUBTOTALS													
LABOR BASIC DESIGN	4	6	19	10	40	34	62	36	28	24	0	162	11
LABOR CONSTRUCTION ADMIN	0	0	0	0	10	8	4	0	0	0	24	4	5
JLRD DIRECT LABOR	4.0	6.0	19.0	10.0	50.0	42.0	66.0	36.0	28.0	24.0	24.0	166	16.0

**Palm Beach County
Medical Respite Lewis Center Build-out
Design and CA**

LABOR BREAKDOWN						
TASK	HOURS					
LABOR COST		HRS			RATE *	COST
Sr. Mechanical Engineer (Principal)		4.0			\$ 227.66	\$ 911
Sr. Electrical Engineer (Principal)		6.0			\$ 227.66	\$ 1,366
Mechanical Engineer - PE		19.0			\$ 141.47	\$ 2,688
Electrical Engineer - PE		10.0			\$ 141.47	\$ 1,415
Mechanical Engineer		50.0			\$ 72.35	\$ 3,618
Electrical Engineer		42.0			\$ 72.35	\$ 3,039
Sr. Mechanical Designer		66.0			\$ 108.69	\$ 7,174
Sr. Electrical Designer		36.0			\$ 108.69	\$ 3,913
Mechanical Designer		28.0			\$ 66.75	\$ 1,869
Electrical Designer		24.0			\$ 66.75	\$ 1,602
Construction Administration		24.0			\$ 128.93	\$ 3,094
Cadd Draftsman		166.0			\$ 55.30	\$ 9,180
Secretarial		16.0			\$ 76.05	\$ 1,217
* Rate Schedule - 2021 PBC Federal Funded Projects						
JLRD LABOR COSTS						\$ 41,084
SUBCONTRACT						
EXPENSES						
	<u>Sheets</u>	<u>Copies</u>	<u>Submittals</u>		<u>\$/ea.</u>	
Reproduction - Dwgs (24" x 36")	25	8	3		\$ 1.10	\$ 660
Reproduction - Specs (8.5" x 11")	200	8	3		\$ 0.10	\$ 480
SUMMARY						
JLRD DIRECT LABOR						\$ 41,084
SUBCONTRACT						\$ -
EXPENSES						\$ 1,140
TOTAL PROPOSAL						\$ 42,220



EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

TRANSMITTAL

Date: 28 March 2023

To: Joe O. Colome', Senior Project Manager

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

From: Edward Dugger, FAIA ASA NCAC INCE

Re: **Architectural Acoustic Consulting Services**
Medical Respite & Lewis Center Buildout
Phillip D. Lewis Center
1000 45th Street
West Palm Beach, FL 34997

Joe,

Thank you for your recent request for information about our providing acoustics consulting services for the **Medical Respite & Lewis Center Buildout** project.

We look forward to working with you on this interesting project. Please contact us if you have any questions regarding the extent of our services or our compensation methods.

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T: 772-286-8351 www.edplusa.com AR0010516

Medical Respite & Lewis Center Buildout, West Palm Beach, Florida

1 of 9



EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

CONTRACT FOR ACOUSTICS CONSULTING SERVICES

Edward Dugger + Associates, P.A. is pleased to submit this letter which shall serve as our Proposal and, when signed by you on the Agreement Acceptance line below and returned to our office, shall also represent the Agreement between the parties. The parties to this Agreement are:

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

hereinafter called the "CLIENT", and **Edward Dugger + Associates, P.A.**, hereinafter called the "CONSULTANT" for the consulting services stipulated below.

The CLIENT shall provide the CONSULTANT full information regarding the project scope and program which will set forth the CLIENT'S design objectives, constraints, criteria and budget.

It is the intent of this document to describe the professional services to be rendered by our firm and the corresponding remuneration.

Scope of Basic Services

The CONSULTANT shall provide the Basic Services described below for the following project:

Architectural Acoustic Consulting Services
Medical Respite & Lewis Center Buildout
Phillip D. Lewis Center
1000 45th Street
West Palm Beach, FL 34997

The CONSULTANT'S work scope has been determined from the following documents provided by the CLIENT:

1. Existing plan.pdf

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Professional Fees and Schedule

Our work for the Scope of Services listed below shall be provided for a **phased fixed fee** as follows:

<u>Discipline</u>	<u>Fee</u>
Architectural Acoustics	\$8,600.00
Reimbursables	\$ 400.00
Total	\$9,000.00

The following billing schedule shall apply:

<u>Phase</u>	<u>Percentage</u>
Design	50%
Construction Documents	35%
Contract Administration	15%
Total All Services	100%

Other services that may be authorized outside the Scope of Basic Services described below may be provided as Additional Services on an hourly basis at the following rates:

Principal Consultants	\$171.99 / hour
Consultants	\$104.69 / hour
Technical Support	\$ 65.80 / hour

If delays occur in the design process, which are not the fault of the CONSULTANT and/or if the construction schedule extends completion beyond the original date for completion, the CONSULTANT'S fees shall be renegotiated to account for the additional effort and economic escalation.

Architectural Acoustics

1. Meet with the design team members to confirm elements of the Architectural Program which are important to the acoustic success of the **Medical Respite & Lewis Center Buildout**.
2. Review architectural plans, space descriptions, functional specifications, and other documentation to assess acoustical aspects of the design.
3. Develop design approaches for the acoustic environment. This shall include recommendations regarding horizontal room noise isolation and exterior noise infiltration. The following paragraph was provided by the client:

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- a. *The ER includes an assessment of ambient noise levels at the site per HUD regulations at 24 CFR Part 51. Combined noise levels at the site (roadway / railway) were calculated to be 68 decibels, just above the 65 decibel level HUD deems "Normally Acceptable" for rehabilitation projects. Per 51.104(a)(2), if the average sound level is above 65 but below 70 decibels, a minimum of 5 decibels additional sound attenuation is required. This could be achieved by various noise-attenuating structural features; however, impact windows and doors are usually the path of least resistance. We are open to any method that will provide at least 5 decibels of interior noise attenuation.*
4. Review documents required to advance project documentation during each stage of design, specifically providing review comments of the Design and 90% Construction Document sets.
5. Participate in up to 2 meetings/working sessions during the design process relating to room acoustics and sound isolation.
6. Provide up to 1 site visit during Contract Administration for field verification of critical systems installation.



CONTRACT PROVISIONS

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

SPECIFIC EXCLUSIONS: The CONSULTANT does not offer architectural or professional engineering services.

PAYMENT: Payment on account of services rendered, including direct project expenses incurred, shall be made within thirty (30) days of the invoice's date as submitted to the CLIENT. **Reports will not be issued until final payment is received.** Should any portion of the invoice be in dispute, all other portions shall be paid per the terms of this Agreement. Any billing concerns shall be submitted, in writing by the CLIENT to the CONSULTANT describing the disputed portion of the invoice in detail, for discussion and resolution. If the CLIENT fails to provide written objections to the invoice within fifteen (15) days of invoice's date, it will be deemed that there are no objections, or objections are waived. The CONSULTANT reserves the right to stop work if invoices are not paid within thirty (30) working days of the CLIENT'S receipt of the invoices. If conditions exist which may preclude prompt payment of invoices, those conditions must be discussed and agreed to by the CONSULTANT, prior to commencing work on the project.

REIMBURSABLES: Direct expenses such as travel and subsistence during travel periods are included in our base fee.

INSURANCE COVERAGE: The CONSULTANT carries the following insurance:

- General Liability (each occurrence) \$1,000,000
- Hired and Non-Owned Automobile Liability (combined single limit) \$1,000,000
- Workers Compensation and Employers' Liability (each accident) \$1,000,000
- Professional Liability (errors and omissions policy written on a claims-made basis) \$1,000,000 per claim, \$1,000,000 annual aggregate
- Cyber Liability Insurance \$250,000

If the CLIENT wishes the CONSULTANT to purchase additional insurance coverage, the CLIENT agrees to pay all the costs incurred by the CONSULTANT to obtain such insurance coverage.

INDEMNIFICATION: Per Prime Agreement / The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

~~The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and consultants (collectively, the CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT'S negligent acts, errors or omissions, in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or the CONSULTANTS or anyone for whom the CLIENT is legally liable.~~



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Consultants in Architectural Acoustics

~~Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.~~

~~**MEDIATION:** Per Prime Agreement The CLIENT and the CONSULTANT endeavor to resolve claims, disputes, and other matters in question, relating to this agreement, between them. Should these discussions not yield a resolution, nonbinding mediation shall be implemented.~~

~~The CLIENT and the CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and the consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all these agreements.~~

~~**CONSEQUENTIAL DAMAGES:** Per Prime Agreement Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.~~

~~**ATTORNEY'S FEES:** Per Prime Agreement The CLIENT agrees to pay all the CONSULTANT'S expenses incurred in collecting any amount owed under this Contract, including all attorney's fees and expenses.~~

~~**STANDARD OF CARE:** Per Prime Agreement In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this agreement.~~

~~**AMENDMENT OF AGREEMENT:** Per Prime Agreement This Agreement may be amended or modified at any time with respect to any provision by written instrument executed by both the CONSULTANT and the CLIENT.~~

~~**ASSIGNMENT:** Per Prime Agreement Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.~~

~~**NO AGENCY OR PARTNERSHIP:** Per Prime Agreement Nothing in this Agreement shall be construed to constitute the creation of a partnership or joint venture between the parties hereto. Neither party is an agent or representative of the other.~~

~~**ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. It supersedes all prior communications, understandings, and agreements, whether oral or written. No alteration, modification or interpretation of this Agreement shall be binding unless in writing and signed by both parties.~~

~~**FURTHER ASSURANCES:** Per Prime Agreement Either party, upon request of the other, will execute and deliver all instruments and documents and will perform all acts that may be required to carry out the obligations set out hereunder and to consummate and complete the transaction contemplated by this Agreement.~~

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Consultants in Architectural Acoustics

GOVERNING LAW & JURISDICTION: ~~Per Prime Agreement—The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Florida without regard to any conflict of laws provisions, which may apply to the laws of other jurisdictions. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement, or the performance of the services shall be brought solely in a court of competent jurisdiction in Florida.~~

LEGAL REVIEW: Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all the terms and provisions of this Agreement. No portion(s) and/or section(s) of the document shall be altered without the consent of both parties.

TIME FRAME: Our work scope time frame is limited to 12 months after contract signing.

OWNERSHIP OF INSTRUMENTS OF SERVICE: The CONSULTANT shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the CONSULTANT as instruments of service. The CONSULTANT shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.

The CONSULTANT'S instruments of service prepared for the project are to be used only for the project and are not to be utilized on any other projects unless the CONSULTANT is contacted beforehand and fees for their use are agreed upon. Any such reuse, or any modifications to the documents, without the written permission of the CONSULTANT will be at the CLIENT'S sole risk and without liability or legal exposure to the CONSULTANT.

ADDED SCOPE: If the project scope or system costs vary from the budgets listed in this contract the CONSULTANT reserves the right to adjust its fees accordingly.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$25,000, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgement net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection

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Consultants in Architectural Acoustics

BILLING INFORMATION REQUEST FORM

Please provide the following information to ensure accurate project invoicing:

Project Name for Billing:

Client Project # or PO # for Billing:

Project Address for Billing:

Billing Contact Person:

Bill to email:

Special Instructions:

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EDWARD DUGGER + ASSOCIATES, P.A.
 Consultants in Architectural Acoustics

Labor Breakdown Summary

Date: 1/15/2024
 Job: Medical Respite & Lewis Center Buildout

Architectural Acoustics \$171.99 \$104.69 \$65.80

TASK	Principal Consultant	Consultant 1	Administrative	Total Hours	FEE
Design	5.01	32.50	0.50	38.01	\$ 4,296.48
Construction Documents	12.00	8.70	0.50	21.20	\$ 3,007.76
Contract Administration	2.04	8.90	0.20	11.14	\$ 1,295.76
	19.0	50.1	1.2	70.3	\$ 8,600.00

Labor Breakdown	Acoustics Consultant	Rate	Hours	Fee
Design	Principal Consultant	171.99	5.01	861.67
	Consultant 1	104.69	32.50	3402.43
	Administrative	65.80	0.50	32.90
			<u>38.01</u>	<u>4296.99 Total</u>
Construction Documents	Principal Consultant	171.99	12.00	2063.88
	Consultant 1	104.69	8.70	910.80
	Administrative	65.80	0.50	32.90
			<u>21.20</u>	<u>3007.58 Total</u>
Contract Administration	Principal Consultant	171.99	2.04	350.86
	Consultant 1	104.69	8.90	931.74
	Administrative	65.80	0.20	13.16
			<u>11.14</u>	<u>1295.76 Total</u>

8600.34
 -0.34 Adj.
 8600.00 Grand Total

CONFLICT OF INTEREST DISCLOSURE FORM

Project Name: PBC Medical Respite & Lewis Center Build-Out Renovations

Project Number: #2023-009436

Contract/CSA/ Supplement Number: Contract No. – R2022-0485

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

NONE

(Attach additional sheets as needed.)

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


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

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

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

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

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


(Signature)

March 12, 2023
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

Project Name: Medical Respite & Lewis Center Build Out

Project Number: 2023-009436

Contract/CSA/ Supplement Number: Contract No. –

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

NONE

(Attach additional sheets as needed.)

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

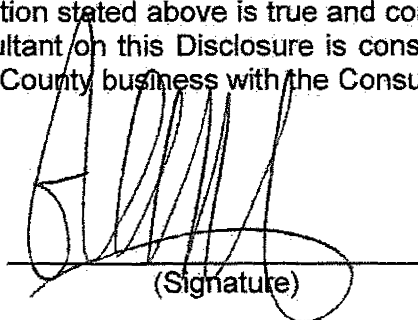
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by Philip J. Rizzo, P.E., as
(Name of Individual)

Vice President, of O'donnell, Naccarato, Mignogna & Jackson, Inc.
(Title/Position) (Firm Name of Consultant)

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


(Signature)

March 14, 2023
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT 2023-009436 Medical Respite & Lewis Center Build-Out

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:

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.

Chas C. Gable
(Signature)

3-15-2023
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

Project Name: PBC Medical Respite & Lewis Center Build-Out Renovations

Project Number: #2023-009436

Contract/CSA/ Supplement Number: Contract No. – N/A

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

NONE

(Attach additional sheets as needed.)

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


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

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

THIS DISCLOSURE is submitted by Edward Dugger, as
(Name of Individual)

Owner / President, of ED+A Acoustics, PA.
(Title/Position) (Firm Name of Consultant)

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


(Signature)

March 13, 2023
(Date)



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002237	Colomé & Associates, Inc. - Senior Project Manager	Modified	Compliant					19218	Consulting Services/Design Professional on a Continuing Contract Basis
		A+r , XV	Depositors Insurance Company	ACPBAPD5905421609	3/30/2023	3/30/2024	Auto Liability		
		A+r , XV	ALLIED Property and Casualty Insurance Company	ACPCAP5905421609	3/30/2023	3/30/2024	Excess Liability		
		A+p , XV	Nationwide Insurance Company of America	ACPBPOZ5905421609	3/30/2023	3/30/2024	General Liability		
		Ar , XV	Liberty Insurance Underwriters, Inc.	AEXNYABLV5G006	3/21/2023	3/21/2024	Professional Liability		
		A+r , XV	ALLIED Property and Casualty Insurance Company	ACPWCP5905421609	3/30/2023	3/30/2024	Workers Comp		

Risk Profile : Standard - Construction Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

