Agenda Item #: 3H-2

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: June 3, 2025 [X] Consent [] Regular [] Workshop [] Public Hearing	Meeting Date: June 3, 2025	• •	2 2 0
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Department: Facilities Development & Operations

# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 2 to the continuing consulting services/design professional contract for architectural/engineering services (R2025-0078) with Colome & Associates, Inc. (Consultant) in the amount of \$236,680.02 for the Dubois Pioneer Residence Renovation project.

Summary: On January 14, 2025, the Board of County Commissioners (BCC) approved the continuing consulting services/design professional contract for architectural/engineering services (R2025-0078) with the Consultant to provide architectural and engineering services for capital improvement or renovation projects countywide on an as needed basis. The Parks and Recreation Department desires to renovate/repair the existing historic Dubois Pioneer Residence and associated adjacent building structures. This item will authorize the professional services for the Dubois Pioneer Residence Renovation project. Under CSA No. 2, the Consultant will provide professional services which include archaeological site assessment, construction document preparation, cost estimating, permitting, bidding and construction administration phase services necessary for the renovation to the existing two (2)-story residence and associated adjacent building structures. The project includes, but is not limited to, surveying the property, archaeological site assessment, architectural conceptual design, floor plan layouts, and building elevations of the proposed two (2)-story residence, including developing an accessible route from the lower proposed parking area. This continuing contract was pursuant to the requirements of the Equal Business Opportunity Ordinance. This continuing contract was presented to the Goal Setting Committee on May 15, 2024, and the Committee established Affirmative Procurement Initiatives of a 25% mandatory Small Business Enterprise (SBE) subcontracting goal on the contract and a Minority Business Enterprise evaluation preference for African American (AA) owned businesses. The Consultant committed to 99% SBE participation, of which 36% is AA owned businesses. The SBE participation on this CSA is 94.47% of which 18.27% is AA owned businesses. To date, the overall SBE participation on the contract is 95.06% of which 17.20% is AA owned businesses. The Consultant is a certified SBE. Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 1 (MWJ)

**Background and Justification**: On September 5, 2024, the Consultant was selected in accordance with Board of County Commissioners (BCC) adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. CSA No. 2 authorizes professional services necessary for the Dubois Pioneer Residence Renovation project.

## Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. CSA No. 2
- 4. CSA History
- 5. Certificate of Liability Insurance
- 6. Nongovernmental Entity Human Trafficking Affidavit

Recommended by:	Dome 1. agal latter	4/23/25
-	Department Director	Date
Approved by:	in 201 & Blen	5/2415
	County Administrator	'   Date

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures Operating Costs External Revenues Program Income (County)	\$236,681 				
In-Kind Match (County	····				
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	<u>\$236,681</u>	-0-		<u>-0-</u>	<u>-0-</u>
Is Item Included in Current Bu Is this item using Federal Fund Is this item using State Funds?	-		Yes <u>X</u> Yes Yes	No NoX	
Budget Account No: Fund 3950 Dept 581	Unit T111	Object	<u>6505</u>		•

PROFESSIONAL SERVICES	\$236,680.02
STAFF COSTS	\$ 0.00
CONTINGENCY	\$0.00
TOTAL	\$236,680.02

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

Funding for this project is from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMBC WINKS AT YIRT

Contract Development and Control Z. 7.78.25

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

# **ATTACHMENT #1**

# **LOCATION MAP**

Project No:

2022-049662

**Project Name:** 

Dubois Pioneer Residence Renovation

Location:

19075 Dubois Road, Jupiter, Florida 33477



# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/4/2025	REQUESTED BY:	Javier Torres	PHONE: (561) 233-0162
PROJECT TITLE: DuBois Pic	oneer Residence Renova	tion	
TROJECT TITLE, <u>Dubosti</u>	(Same as CIP or IST,		
ORIGINAL CONTRACT AMO	OLINITA Approx	IST PLANNING N	VO.: N/A
REQUESTED AMOUNT: \$23	36,680.02		ON#: R2025-0078
eFDO #: P-2024-001480			1/14/25
CSA or CHANGE ORDER NUI		SUPPLEMENT N	
PROJECT NUMBER: 2022	-049662	W. O. NUMBER:	N/A
LOCATION: 1907	5 Dubois Road, Jupiter	, FL 33477	
BUILDING NUMBER: 200			
CONSULTANT: COLOME	& ASSOCIATES, INC.		
CONTRACTOR: N/A			
PROVIDE A BRIEF STATEM CONSULTANT/CONTRACTO Professional services include a estimating, permitting, bidding	R: rcheological site assess	ment, construction	
CONSTRUCTION	\$0.00		
PROFESSIONAL SERVICES	\$236,680.02		
STAFF COST*	\$0.00		
EQUIPMENT/SUPPLIES	\$0.00 FEES \$0.00		
ADVERTISEMENT/PERMIT CONTINGENCY	\$0.00		
TOTAL	\$236,680.02	<del></del> ,	
* By signing this BAS your department ag by FD&O. Unless there is a change in the costs of \$250,000 or greater, staff charge Facilities Management or ESS staff your	rees to these CID staff char te scope of work, no additions s will be billed as actual ar	ges and your account wi nal staff charges will be nd reconciled at the end	billed. If this BAS is for construction of the project. If the project requires
BUDGET ACCOUNT NUMBER(S	) (Specify distribution if n	iore than one and orde	er in which funds are to be used):
FUND: 3950 DEP	T: 581 UNIT	: T111 OB.	J: 6505
IDENTIFY FUNDING SOURCE F  Ad Valorem (Amount \$		(check <u>and</u> provide dastructure Sales Tax (A	
☐ State (source/type:Amo	ount \$)	leral (source/type:	Amount \$
☐ Grant (source/type:An	nount \$) 🗆 Im	pact Fees: (Amount \$	
☐ Other (source/type:Ar	nount \$)		
Department: Parks & Recreation			
BAS APPROVED BY:	who to Civil	<del>Us-</del>	DATE 0/4/35
ENCUMBRANCE NUMBER: ()			

Rev. 07/14/2020

# ATTACHMENT #3

# **CONSULTANT SERVICES AUTHORIZATION #2**

# COLOMÉ & ASSOCIATES, INC. (Continuing Architectural Consultant)

# DUBOIS PIONEER RESIDENCE RENOVATION PROJECT NO. 2022-049662 DISTRICT NO. 1

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 2 to the Contract dated 01/14/25 (R2025-0078)(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: COLOMÉ & ASSOCIATES, INC., whose Federal Tax ID# is 65-0993244.
- 2. History: Not applicable. This CSA is for a new project.
- 3. Services completed to date: Not applicable. This CSA is for a new project.
- **4. Description of Services to be provided by Consultant:** Professional services shall include archaeological site assessment, construction document preparation, cost estimating, permitting, bidding and construction administration phase services for the proposed renovations to the existing 2-story residence, as detailed on the attached proposal dated January 23, 2025. 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 \$236,680.02.
- 6. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.

- 7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.
- 8. All terms, conditions, and obligations of the original Contract, as amended, shall remain in full force and effect, unless specifically noted as follows:

# No changes

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

# 10. EBO Program:

The API established for this contract is 25% SBE participation. The Consultant in its contract committed to SBE participation of 99%, of which 36% is African American. SBE participation for this CSA is 94.47% of which 18.27 is African American owned businesses. When added to the Consultant's participation to date, the resulting SBE participation is 95.06% of which 17.20% is African American owned businesses.

# THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project No.: 2022-049662

Project Name: Dubois Pioneer Residence Renovation

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, FLORIDA, Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS

(Corporate Seal)

By:  Deputy Clerk	By: Maria G. Marino, Mayor
APPROVED AS TO LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: County Attorney	By: Isamí C. Ayala-Collazo, Director - FD&O
WITNESS FOR CONSULTANT SIGNATURE:	CONSULTANT: COLOMÉ & ASSOCIATES, INC.
Mulla Signature	Signature
DAVIO MULUNS Name (type or print)	Name (type or print)
	PRETSIDE T



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Florida Profit Corporation COLOME & ASSOCIATES, INC.

Filing Information

Document Number

P00000028430

FEI/EIN Number

65-0993244

Date Filed

03/21/2000

State

FL

Status

**ACTIVE** 

Principal Address

530 24TH STREET

WEST PALM BEACH, FL 33407

Changed: 04/20/2007

**Mailing Address** 

530 24TH STREET

WEST PALM BEACH, FL 33407

Changed: 04/20/2007

Registered Agent Name & Address

COLOME, ELIZABETH PTSD

530 24TH STREET

WEST PALM BEACH, FL 33407

Name Changed: 02/26/2009

Address Changed: 04/20/2007

Officer/Director Detail Name & Address

Title PTSD

COLOME, ELIZABETH A

305 28TH STREET

WEST PALM BEACH, FL 33407

**Annual Reports** 

Report Year	Filed Date
2023	02/03/2023
2024	02/13/2024
2025	02/07/2025

# **Document Images**

02/07/2025 ANNUAL REPORT	View image in PDF format
02/13/2024 - ANNUAL REPORT	View image in PDF format
02/03/2023 ANNUAL REPORT	View image in PDF format
02/18/2022 ANNUAL REPORT	View image in PDF format
03/25/2021 ANNUAL REPORT	View image in PDF format
02/18/2020 ANNUAL REPORT	View image in PDF format
04/05/2019 ANNUAL REPORT	View image in PDF format
03/08/2018 ANNUAL REPORT	View image in PDF format
03/17/2017 ANNUAL REPORT	View image in PDF format
02/18/2016 ANNUAL REPORT	View image in PDF format
01/23/2015 ANNUAL REPORT	View image in PDF format
02/10/2014 ANNUAL REPORT	View image in PDF format
02/11/2013 ANNUAL REPORT	View image in PDF format
01/19/2012 - ANNUAL REPORT	View image in PDF format
01/06/2011 ANNUAL REPORT	View image in PDF format
02/11/2010 - ANNUAL REPORT	View image in PDF format
02/26/2009 ANNUAL REPORT	View image in PDF format
01/04/2008 ANNUAL REPORT	View image in PDF format
04/20/2007 ANNUAL REPORT	View image in PDF format
04/28/2006 ANNUAL REPORT	View image in PDF format
01/04/2005 ANNUAL REPORT	View image in PDF format
01/07/2004 ANNUAL REPORT	View image in PDF format
02/21/2003 - ANNUAL REPORT	View image in PDF format
07/19/2002 ANNUAL REPORT	View image in PDF format
05/15/2001 - ANNUAL REPORT	View image in PDF format
03/21/2000 - Domestic Profit	View image in PDF format

Revised - January 23, 2025

Mr. Javier Torres
Project Manger
Facilities Development & Operations Dept.
Palm Beach County Capital Improvements Division
2633 Vista Parkway
West Palm Beach, Florida 33411

Re:

PBC – DuBois Residence Renovations (Design / Bidding / CA Phases) Project No. 2022-049662 Jupiter, Florida

Dear Mr. Torres:

Our Firm – Colome' & Associates, Inc. (Architect) – would like to thank you for the opportunity to provide Palm Beach County Facilities Development & Operations Department with this proposal for professional services for the proposed renovations to the existing 2-story DuBois Residence located at 19075 DuBois Road in Jupiter, Florida.

The project will consist of surveying the property, archaeological site assessment, architectural conceptual design, floor plan layouts, and building elevations of the proposed 2-story residence, accessible route from lower proposed parking area

The project will consist of archaeological site assessment, construction documents, cost estimating, permit documents, bidding, and construction administration phases for the minor reconfiguration of 2nd floor area for administration offices and storage, evaluation of existing floors, ceilings, and walls, and provide design options to restore as needed, replace all doors and windows with impact resistant, modify existing door and window openings as needed for Florida Product Approvals, restore and convert existing one-story stand-alone chauffeur's cottage structure to allow video presentations to visitors, provide design for a pre-engineered maintenance structure near picnic loop area, produce as-builts of existing building layouts and plans, evaluate existing electrical and lighting systems and provide design options, design new electrical power receptacles and data as needed for new layouts, design fire alarm modifications. design a new lighting as needed for new layouts, design a new mechanical HVAC system, replace existing roof and gutters, replace existing exterior cedar shingle siding, evaluate existing thermal building envelope and implement necessary items, structural evaluation of the existing chimney and damper, design a new stabilized parking area at existing former maintenance area, design an accessible access pathway from new lower tier stabilized parking area to existing chauffeur's cottage structure located at upper tier, replace patio railings and decking as needed, and demolish existing maintenance storage building and smoke house structure. Also included within this fee proposal is resiliency design per the Green Globes for Existing Buildings 2023.

The project will consist of providing professional services for architectural conceptual design, plans and budgetary cost estimating for the scope of work describe above. The fees are based on the executed Annual Contract for Architectural Services R-2025-0078, PBC — Capital Improvements Division Policy and Procedures Manual for Design Professionals, latest edition (November 2024), meetings and information provided to our office by Palm Beach County Capital Improvements Division.



# 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 archaeological historical consulting services, topographic surveying, architectural, civil engineering, structural engineering, mechanical, electrical, and plumbing engineering services, (limited to the proposed building renovations and new parking area) and interior finish selection within the completed set of construction documents. Interior and exterior furnishing shall be selected and purchased by Palm Beach County Parks.

- Preparation and Permitting Submissions
  - Prepare and submit documents for permitting to the Town of Jupiter 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, green globe fees for preliminary regulations requirements only, postage and plotting expenses as an addition to the basic compensation at a stipulated lump sum of two thousand four hundred (\$2,400.00) dollars, which is included in the total professional services fee.
- Fees
- Construction Documents, Bidding, Construction Administration, and Expenses Architectural, Surveying, Archaeological Assessment, and Engineering design: Fees for performing services as outlined above shall be based upon the stipulated lump sum of two hundred thirty-six thousand six hundred eighty dollars and two (\$236,680.02) cents.

# The schedule and estimated task completion is as follows:

•	Surveying	(6 weeks from PBC N.T.P)
•	Archaeological Assessment phase	(6 weeks from Survey Completion)
•	50% Construction Document phase	(14 weeks from PBC Review)
•	95% Construction Document phase	(12 weeks from PBC Review)
•	Bidding phase	(T.B.D.)
•	Construction Administration phase	(T.B.D.)

### Fee Breakdown:

Survey / Archaeological Assessment Phase	\$ 22,682.84
Design / Construction Documents	\$170,004.23
Construction Administration Phase	\$ 41,592,95
Expenses	\$ 2,400.00
Total Fee	\$236,680.02
Fee Breakdown per Discipline:	
Architect: (Colome' & Associates)	\$122,152.47
Civil Engineering: (Civil Design, Inc.)	\$ 21,825.00
Structural Engineering (ONM&J, Inc.)	\$ 36,354.71
Surveying Services (Brown & Phillips, Inc)	\$ 9,582.84
M.E.P. Engineering: (Hammond & Assoc., Inc.)	\$ 33,665.00
Archaeological Assessment (AHC, Inc.)	\$ 13,100.00
Total Professional Services	\$236,680.02

### · 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-2025-0078) 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 approval or site plan amendment submissions, Green Globe on site assessment or certification, historical preservation application, submissions, reports or studies, structural reports or studies, asbestos studies or abatement related to renovations or demolition of existing building, geotechnical engineering services, landscape architectural, irrigation design, environmental surveys, mechanical life cycle cost analysis, moisture consultant services, replacement of existing site utilities, offsite improvements, fire sprinklers design, documentation of existing data outlets and associated power receptacles for ISS reference, specialty signage or monitors, 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, acoustical 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.

Sincerety,

Elizabeth A. G. Colome' - Architect

lat for

abor/Fee Estimate Summary (Colome & Associates, Inc.) - PBC DUBOIS RESI	DENCE - RENOVATIONS										
		_/		/				Colome	& Associates, I	nc.	
Billing Rate:	\$ 159,72	L -	\$ 158.41	<u> </u>	\$ 106.92	/	\$ 116,57	Florida Registra	sbon - AA 0003439		
				Labor E	silmale (Hours	١		530 74th 5171 Phone (581) 6	at West Palm Beach Floride 334 33-9147 Fex: (561) 833-9365	97	
		!"	Prolect	EQUU; E	Architect	4				l	1
ask Description	Principal	1	Manager		Drafting		Clerical		Labor Total	Expenses	Total
BC Proj No 2022-049662	İ										
Task Description Total	100								L	<u> </u>	
rask Description (dia)	100	<u> </u>	291		461		72		\$119,752.47	\$2,400.00	\$122,152.47
Contract Management	2	\$319.44	4	\$633.64		\$0.00	2	\$233,14	\$ 1,186.22	-	\$ 1.186
Kick Off Meeting	4	\$159.72	4	\$158.41	l i	\$0.00	1	\$233.14 \$116.57	\$ 1,186.22 \$ 434.70	l	\$ 1,186
Field Work	'	\$0.00	à	\$633.64	4	\$427.68	'	\$0.00	\$ 1,061.32		
Code Analysis	4	\$638.88	8	\$1,267.28	2	\$213.84		\$0.00	\$ 2,120,00	100.00	\$ 2.120
Design Coordination		\$0.00	4	\$633.64	6	\$641,52	2	\$233 14	\$ 1,508.30		\$ 1,508
											\$6,410.54
chilectural Conceptual Design Documents											
Architectural Green Globes 2023 Resilency	30	\$4,791 60	16	\$2,534.56	38	\$4,062.96	8	\$932.56	\$12,321,68	\$ 1,500,00	
Architectural Drawings	6	\$958.32	12	\$1,900.92	64	\$6,842.88	1	\$116,57	\$9,818,69	\$ 100.00	
Coordination of Subconsultants PBC Review/Coordination Meetings	2 2	\$319.44	8	\$1,267.28	4	427.68	2	\$233.14	\$2,247.54	I	\$ 2,24
PBC Review Meeting Meetings	2 2	\$319.44 \$319.44	2 2	\$316.82 \$316.82	1 1 f	\$0.00 \$106.92	1	\$0.00 \$116.57	\$636.26 \$859,75	1	\$ 636 \$ 856
V DO VENIEN MECHINA	'	\$319.44	4	93 IO.0Z	'	\$ IVO.92	1	\$1(0.0)	\$409,70	1	\$ \$27,483.92
% Construction Documents											₩21,463.5Z
Architectural Drawings	10	\$1,597,20	20	\$3,168.20	102	\$10,905,84	2	\$233 14	\$15,904.38	\$ 100.00	\$ 16,00
Specifications	2	\$319.44	10	\$1,584.10	6	\$641.52	4	\$466.28	\$3,011.34	5 .	\$ 3,01
Coordination of Subconsultants		\$0.00	4	\$633.64	8	855.36	2	\$233.14	\$1,722.14		s 1,72
Cost Estimates	1	\$159.72	- 6	\$950.46		0.00	1	\$116.57	\$1,226.75		\$ 1,22
PBC Review/Coordination Meetings	2	\$319,44	4	\$633.64	4	\$427.68		\$0,00	\$1,380.76	1	\$ 1,360
% Construction Documents											\$23,345.37
Architectural Drawings	10	\$1,597.20	20	\$3,168.20	112	\$11,975.04	2	\$233.14	\$16,973.58	\$ 100.00	\$ 17,073
Specifications	2	\$319.44	10	\$1,584.10	6	\$641.52	4	\$466.28	\$3,011.34	\$ .	\$ 3,01
Coordination of Subconsultants	i	\$0.00	4	\$633.64	8	\$855.36	2	\$233.14	\$1,722.14	i i	\$ 1,72
Cost Estimates	1	\$159.72	6	\$950.46		0.00	1	\$116.57	\$1,226.75		\$ 1,226
PBC Review/Coordinatron Meetings	2	\$319.44	4	\$633.64	4	\$427.68		\$0.00	\$1,380.76		\$ 1,380
mil Dacuments											\$24,414.57
Architectural Drawings	6	\$958.32	8	\$1,267.28	14	\$1,496.88	2	\$233.14	\$3,955.62	\$ 100.00	\$ 4,05
Specifications	2	\$319.44	8	\$1,267.28	4	\$427.68	2	\$233.14	\$2,247.54	I s	\$ 2,247
Respond to Permit Review Comments	2	\$319.44	12	\$1,900.92	10	\$1,069.20	4	\$466.28	\$3,755.84	s	\$ 3,75
Coordination of Subconsultants		\$0.00	2	\$316.82	8	\$855.36	2	\$233.14	\$1,405.32	ł <sup>*</sup>	\$ 1,40
											\$11,464.32
Documents								**			
8id RFI Review / Response Coordination of Subconsultants	2 2	\$319.44	14 6	\$2,217.74		\$855.36	4	\$466.28	\$ 3,858.82		\$ 3,85
Codigitation of Shocousnisura	2	\$319.44	ь	\$950.46	8	\$855.36	4	\$466.28	\$ 2,591.54		\$ 2,59
nstruction Administration											\$6,450.36
RFI Review / Response	1	\$159.72	16	\$2,534.56	6	\$641.52	3	\$349.71	\$ 3,685,51		5 3.685
Submittal / Shop Drawing Review	1 1	\$159.72	16	\$2,534.56	4	\$427.68	2	\$233.14	\$ 3,355,10		\$ 3,35
Project Construction Meetings	1 1	\$159.72	34	\$5,385.94	4	\$427.68	ō	\$0.00	\$ 5,973.34	\$ 325.00	\$ 6,29
Field Bultetins / CCP Reviews	1	\$159.72	8	\$1,267.28	4	\$427.68	2	\$233.14	\$ 2,087.82		\$ 2,08
Field Reports	1	\$159.72	а	\$1,267.28	4	\$427.68	4	\$466.28	\$ 2,320.96		\$ 2,32
Substantial Comp. Punch List	1	\$159.72	3	\$475.23	3	\$320.76	2	\$233.14	\$ 1,188.85		\$ 1,18
Final Completion Punch List	1 1	\$159.72	3	\$475.23	3	\$320.76	2	\$233.14	\$ 1,188.85		\$ 1,18
Close Out Documents		\$0.00	2	\$316.82	٠	\$0.00	2	\$233.14	\$ 549.96		\$ 54
As-Buills		- \$0.00	/ 2	\$316.82	12	\$1,283.04	2 /	\$233.14	\$ 1,833.00	\$ 75.00	\$ 1,90
Grand Total	100.00	#1E 072 05 J	201.00	444 007 01	- 1/1 00 Å	440 200 47:/	77.00	40 303 04 3		40.000.00	\$22,583.39
Grand (Giar	1 100,00 *	\$15,972.00 ¥	291.00 3	\$46,097.31 🝜	461.00	\$49,290.12	72.00 √ .	\$8,393.04	\$119,752.47 🗸	\$2,400,00 V	\$122,152.4



# Dubois House - Renovation Scope of Services and Fee Calculation January 15, 2025

- 1. <u>Design Phase Services</u>. Consultant will provide services as follows:
  - 1.1. Provide project management and coordination services for the project related to preparing construction documents for bidding, permit and construction purposes. Includes up to one meeting with the team.
  - 1.2. Perform one site visit.
  - 1.3. Reconcile the survey data, asbuilt data and consultant obtained data into a base file and construction plans. Prepare details for the parking area west of the building and walkway from the parking area up to the building as applicable to the project. The parking area will consist of grass reinforced parking adjacent to the existing driveway with one ADA paved space and access aisle (assumed to be concrete to minimize site disturbance). ADA walkway is assumed to be concrete with railings from the parking area up to the house.
  - 1.4. Prepare details for the work. Specifications will be included in the plans and details with no book specifications prepared.
- 2. Construction Phase Services. Consultant will provide services as follows:
  - 2.1. Review and process shop drawings.
  - 2.2. Review, process and respond to RFIs, field bulletins, and CCPs.
  - 2.3. Perform civil site inspections (5 assumed at 3/hours each + PE review)
  - 2.4. Review asbuilts and contractor completion items.
  - 2.5. Perform substantial completion site visit and generate punch list.
  - 2.6. Perform final site visit to confirm punch list has been completed.
  - 2.7. Prepare close-out documents and prepare record drawings.
- 3. <u>Sustainability Phase Services</u>. Consultant will provide services as follows:
  - 3.1. Review and research sustainable design requirements for project applicability.
  - 3.2. Sustainability meeting.
  - 3.3. Sustainability submittal.
  - 3.4. One revision to submittal.
- Assumptions and Exclusions.
  - 4.1. No separate civil permitting is anticipated as the increase in the impervious site area is expected to be below the requirement for a SFWMD (project that fall below the threshold for SFMWD regulated activities pursuant to 62-330.020(c) & (d): (c) A total of more than 9,000 square feet of impervious and semi-impervious surface area; (d) A total project area of more than five acres).

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- 4.2. Irrigation is excluded.
- 4.3. Landscaping is excluded including tree demolition, relocation, grass specifications, etc.
- 4.4. Fencing design and details are excluded.
- 4.5. There is no civil utility scope (water, sewer, drainage, etc.) as part of this project. Surface flow from parking spaces and walkway will be directed to existing pervious areas.
- 4.6. ADA handrails to be designed by architect and reflected on architectural documents.
- 4.7. No separate specifications will be provided. All notes and specifications will be included in the plan and detail sheets.

# 5. <u>Project Fees</u>. Project fees for the project are calculated as follows:

Task	CIVIL DESIGN, INC. Service Driven Design ~ Engineered Results	Sprincipal Engineer	\$ Senior Engineer 2009 2009	9 Project Engineer 15 00	Hours	Summary
01 Design Phas	e Services					
1.1 1.2 1.3 1.4	Project management and coordination Site visit Reconcile asbuilt data, prepare plans Prepare details		4 3 2 2	4 3 32 12		1,500.00 1,125.00 5,250.00 2,250.00
02 Construction	Subtotals  Phase Services	o	11	51	62	10,125.00
oz construction	Flidse Services					
2.1 2.2 2.3 2.4 2.5 2.6 2.7	Shop Dwg review RFIs, Field Bulletins, & CCPs (2 @ 2 hrs ea) Site visits (5 visits at 3 hours total + PE review) Review asbuilts and contractor completion items Substantial Completion Final Site visit, walk through, etc. Close Out Docs/Record Drawings		2 5 1 1	2 2 15 1 3 3		300.00 750.00 3,375.00 375.00 675.00 450.00 375.00
	Subtotals	0	10	27	37	6,300.00
03 Sustainabilit	y Phase Services					
3.1 3.2 3.3 3.4	Review and research sustainable design requirements Meeting Sustainibility submittal Revision and resubmittal		2 3 2 1	3 3 14 4	T 100 100 100 100 100 100 100 100 100 10	900.00 1,125.00 2,550.00 825.00
	Subtotals	0	8	24	32	5,400.00
	PROJECT TOTALS	0	29	102	 99	21,825.00



January 16, 2025

Re:

Joe Colome Colome & Associates, Inc. 530 24<sup>th</sup> Street West Palm Beach, FL 33407

2022-049662 DuBois Pioneer House - Renovation - Accessibility Exceptions

West Palm Beach, FL Project No.: 271.198

We are pleased to submit the following <u>revised</u> 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 update the existing Dubois home and adjacent structure.

- Evaluate first floor flooring, ceiling, and walls, and provide options to restore if needed. Repair/replace, path and as needed
- Assess the foundation of the DuBois Pioneer House structure and provide modifications as needed
- Restore and convert the second floor of the DuBois Pioneer House to support office and storage
- Replace all doors with impact resistant doors
- Replace patio railing and decking
- Restore and convert the Chauffeur's Cottage structure to allow video presentations to visitors
- Construct an ADA compliant concrete pathway from the stabilized grass parking area to rear door of Pioneer House and Chauffeur's Quarters
- Construct new prefab maintenance structure and lay down area within picnic loop area of DuBois Park

This includes existing structural condition assessment to determine structure deficiencies and options. Provide structural documents for permit. Assess to structure (with a contractor) is to be provided by Palm Beach County.

# Our services during the design development phase will include the following:

- 1. Provide evaluation and structural condition assessment.
- 2. Produce floor plans and sections that provide structural sizes and outline material specifications.
- 3. Provide restorations options if needed.

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

- Finalize structural drawings based on direction from the design development phase.
- 2. Preparation of structural drawings, which will be signed and sealed for building permit application.

# 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. Make up to 3 field visits/meetings to the site during construction when requested by the client.
- Responding to the Building Department or construction questions.
- Respond to RFI's related to structural work as needed.

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

Total	\$36,354.71
Construction Administration	<u>\$ 7,630.56</u>
Construction Documents	\$14,113.56
Design Development	\$14,610.59

If construction administration, shop drawing review or additional field visits during construction are required, they will be billed at \$700.00 per visit, plus expenses, but only if requested by the client.

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2022-049662 DuBois Pioneer House - Renovation - Accessibility Exceptions January 16, 2025 Page **2** of **3** 

Construction Administration estimate assumes an 8-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.

We will invoice for the expense of all printing. Reimbursable expenses such as air travel, mileage to and from the job site and Federal Express unless the client or time restraints require a courier service, will be invoiced with a multiplier of 1.2.

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	\$198.88/ hour
Project Manager	
Senior Engineer	\$136.06/ hour 🗸 🕏
Project Engineer	\$125.61/ hour
CADD Operator	\$ 91.16/ hour 🔨

The prevailing rates and contract amount shall be effective on January 1, 2025, and are expected to remain as stated through December 31, 2025. Should circumstances require an adjustment to these rates prior to December 31, 2025, 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. 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.
- Our fee will be increased for revisions of design or drawings to suit changes after work is released for pricing or permits.
- 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 will be provided by others.
- 7. The scope of services for this project does <u>not</u> include any other structural work in the existing building <u>including</u> 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 design and drafting 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 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. This fee does not include monies for a resident inspector.
- 10. Field investigation services during design phase will be provided as necessary to determine as-built conditions. The availability of original drawings, accessibility to measure structural components, degree of past modification/ additions and current occupancy of the building will have an impact on the amount of time spent retrieving this field information. In addition, exploratory openings (by others) may be required during this field investigation phase to further review as-built conditions that are hidden.

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2022-049662 DuBois Pioneer House - Renovation - Accessibility Exceptions January 16, 2025
Page 3 of 3

We have included 3 site visits to assess the existing conditions during the design phase. If due to circumstances (as described above) more visits are required, we will invoice at \$700.00 per visit.

# 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 limited to the amount of the fee or applicable limits of professional liability insurance, whichever is lesser.

The General Contractor is <u>solely</u> 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 <u>not</u> 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 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.

Dwayne R. Jackson, P.E. President	
DR.J/avl	
ACCEPTED BY	DATE
PRINT NAME	TITLE



# 2022-049662 DuBois Pioneer House - Renovation - Accessibility Exceptions

Multiplier 3.0

ONM&J Project No.: 271.198

	CADD	Operator	Proj	ect Engineer	Pro	ject Manager	Principal		
Fee Breakdown - Attachment "A"		/	~			1		1	
	\$	91.16	\$	125.61	\$	167.47	\$ 198.88		Total
Design Documents		28.0		26.0		43.0	8.0	\$	14,610.59
Construction Documents		40.0		33.0		33.0	4.0	\$	14,113.56
Construction Administration				24.0		24.0	3.0	\$	7,630.56
								\$	_
Sub Total	\$	6,198.88	\$	10,425.63	\$	16,747.00′	\$ 2,983.20	\$	36,354.71
				-			 		······································
									***************************************
	***************************************								
TOTAL PROJECT FEE								\$	36,354.71

January 17, 2025

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

Dubois House Renovation (Dubois Park in Jupiter) - Palm Beach County Project No. 2022-049662 Specific Purpose Survey for Design Purposes

Dear Joe:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

# **SCOPE OF SERVICES**

#### 1. SPECIFIC PURPOSE SURVEY FOR DESIGN PURPOSES

We will update the topographic survey previously prepared for Dubois Park in November 2010 (B&P Project #08-054). A specific purpose survey will be performed, tying in all above ground features. This will include but not be limited to buildings, pavement, walks, utilities, and drainage structures. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes. We will obtain elevations on the site and will locate sufficient points to give an accurate representation of the lay of the land. This site has a lot of vertical relief and as such, will require additional elevations to clearly delineate it. The approximate limits of the survey are clouded in pink on Attachment 'B'. Not a boundary survey.

#### TREE SURVEY 11.

We will locate and tag native trees 4 inches in diameter or larger. Trees will be measured at breast height, and palms will be measured at clear trunk height. Hedges and ground cover will not be located or shown on the survey. Exotic trees such as Melaleuca, Brazilian pepper and Australian pine will not be located or shown on the survey. We will identify the various types of trees located on this site based on common knowledge of tree species. A qualified landscape architect should be employed for positive identification of tree species. We will then produce a drawing showing all the trees located. We will provide you with signed and sealed hard copies and an AutoCAD file of the trees located.

#### 111. **CLOSURE**

A drawing will be produced which will show all the features located. We propose to provide Colomé & Associates, Inc. with hard copies, a digitally signed PDF file, and an AutoCAD file in the version requested. We will perform the scope of services for a lump sum fee of \$9,582.84 (see Attachment 'A' for an hourly breakdown). Any additional work will be done on an hourly basis as approved by you. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.	This Proposal accepted this day of, 2025
John E. Phillips III, P.L.S. Pringipal	Ву:
John E. Phillips III, P.L.S.	Colomé & Associates, Inc.
Principal	
$\mathcal{N}$ .	
	Print Name:
Attachment	
	Title:
JEP/mb	
1860 Old Okeechob	ee Road · Suite 509 · West Palm Beach, Florida 33409
	561).615-3988 • Fax (561).615-3991



# ATTACHMENT 'A'

# Dubois House Renovation Design Palm Beach County Project No. 2022-049662

Type of Survey: Specific Purpose

Size: ±5 acres

Date: January 17, 2025

TASK	SURVEY	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				1	
Horizontal Project Network Control	4		1		Find control points
Vertical Project Network Control	4		0.5		Find/Establish onsite benchmarks
Tie In Improvements and Cross Sections	20		3	1	All above ground features, including trees, 50' cross sections and spot elevations, as-built drainage structures
Trees	8	3	2		Locate trees over 4" in diameter (not exotics)
Drawing		13	4	2	Prepare specific purpose survey
Total Hours:	36	16 /	10.5	4	
Rate/Hour	\$163.86 √	\$114.00	\$114.00	\$165.72 <sup>7</sup>	
Subtotal:	\$5,898.96	\$1,824.00	\$1,197.00	\$662.88	

Other Direct Costs:	<u>quantity unit</u>	cost/unit	total	
Prints	sheet	\$1.50	\$0.00	
Shipping	cost x markup	1.20	\$0.00	
Other			\$0.00	

Total Other Direct Costs: \$0.00

TOTAL PRICE \$9,582.84



Attachment 'B'

# **HAMMOND & ASSOCIATES**

# **CONSULTING ENGINEERS**

2300 Palm Beach Lakes Blvd, Suite 215M, West Palm Beach, Florida 33409 • (561) 689-0003 • hammondengineers.com

To:

Joe Colome - Senior Project Manager, Colome' & Associates, Inc.

From:

Nate Hammond, P.E. - President, Hammond & Associates Consulting Engineers

Subject:

Dubois Pioneer Home Site Renovation - MEP Fee Proposal

Date:

January 16, 2025

We are pleased to provide MEP Engineering Services for **Dubois Pioneer Home Site Renovation**. The scope of work will be the interior renovation of historic home that will include the full Mechanical and Electrical replacements. Further this project will include and support Green Globes for Existing Building checklist.

Our basic Services to cover this scope of work is as follows:

### Mechanical:

- Perform site visit to verify existing conditions and/or utilize as-built plans (if available)
- Perform HVAC load and Energy Calculations for the new HVAC equipment as required
- Provide new HVAC floor plans for new HVAC equipment and duct layout.
- Provide HVAC schedules, details, and notes.

# Electrical:

- Perform site visit to verify existing conditions and/or utilize as-built plans (if available)
- Provide new electrical power and fire alarm floor plans for the new electrical layout.
- Provide new electrical lighting plans for the new lighting layout.
- Provide new electrical panel schedules and riser diagrams as required.
- Provide electrical details and notes as required.

All work provided under Mechanical and Electrical shall also include the following:

- a) The engineering calculations & construction documents shall be signed and sealed by a Professional Licensed Engineer
- b) Make all review submittals as required by the Prime Contract.
- c) Attend review meetings and incorporate review comments.
- d) Obtain all approvals, permits, etc., from applicable Federal, State and Local agencies having jurisdiction for the construction of the project.

Our fee to provide the design services for **Dubois Pioneer Home Site Renovation** is summarized below which includes 2 site visits is provided in the fee breakdown below.

Design Fee Schedule	
50% Construction Documents	\$8,614
95% Construction Documents	\$13,830
<b>Permit Construction Documents</b>	\$5,743
Total Design Fee	\$28,187
Construction Administration	\$5,479
Total	\$33,665

<sup>\*</sup>Expenses are included in the above fee breakdown

# Our Construction Administration Services for Dubois Pioneer Home Site Renovation will include:

- a) Review all pertinent shop drawings and maintain shop drawing log.
- b) Provide two (2) site visits during construction is included to verify the installation follows the design documents.
- c) Answer contractor's RFIs, issue clarifications, etc., during the construction phase.
- d) Prepare punch list prior to the issuance of substantial completion.

<u>Fee Breakdown - Design</u>				
Position	Rate	Hours	Cost	
Principal	\$190 /	8	\$1,519	
Project Manager	\$113	70	\$7,894	
Senior Engineer	\$113	45	\$5,075	
Design Engineer	\$84/	140	\$11,812	
Senior Technician	\$81/	0	\$0	
CAD Operator	\$62 /	24	\$1,498	
Secretary	\$49	8	\$389	
Total		295	\$ 28,187	

Fee Breakdown - u	<u>Constructi</u>	on Admi	nistration
Position	Rate	Hours	Cost
Principal	\$ 190	1	\$190
Project Manager	\$ 113	20	\$2,255
Senior Engineer	\$ 113	1	\$113
Design Engineer	\$ 84	30	\$2,531
Senior Technician	\$ 81	0	\$0
CAD Operator	\$ 62	0	\$0
Secretary	\$ 49	8	\$389
Total		60	\$ 5,479

# Rate Schedule

**Hourly Rates** 

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	76.92	2.469	189.93
Project Manager	45.67	2.469	112.77
Senior Engineer	45.67	2.469	112.77
Design Engineer	34.17	2.469	84.37
Senior Technician	32.69	2.469	80.72
CAD Operator	25.27	2.469	62.40 <sup>-</sup>
Secretary	19.71	2.469	48.67

**Multiplier Calculations** 

Salary	1.000
Fringe Benefits	0.219
Overhead	1.000
Subtotal	2.219
Profit	0.250
Total Multiplier	2.469



# Archaeological and Historical Conservancy, Inc.

4800 S.W 64th Ave, Suite 107 Davie, FL 33314 Phone: 954-792-9776 Fax: 954-792-9954

Email: archlgcl@bellsouth.net Web: www.florida-archaeology.org

December 4, 2023 Revised 2/26/24

Joe O. Colome' Colome' & Associates 530 24<sup>th</sup> Street West Palm Beach, FL 33407

Re: PBC Dubois Residence—Archaeological Assessment

Dear Mr. Colome',

This is provided as a proposal to conduct an archaeological assessment of proposed areas of ground disturbances at the Dubois parcel. This assessment will be implemented to meet the guidelines for an archaeological and historical survey as required by reviewing agencies and State of Florida modular 3 guidelines any conditions set by the Palm Beach Archaeologist. A scope of work is provided below.

# I. Literature and Archival Review (Estimated 2 Days)

A review of pertinent records, maps, aerial photographs and previous archaeological assessments will be conducted to determine if previously unrecorded archaeological and/or historical sites occur on the parcel.

# II. Field Work (Estimated 5 Days)

A pedestrian survey and shovel testing will be conducted across the proposed affected areas of the parcel. Soil from all test holes will be sifted through a ¼" screen and any cultural samples recovered. Any positive locations for artifacts or sites will be depicted on the site map using GPS coordinates.

# III. Data Analysis (Estimated 4 Day)

All recovered samples will be catalogued and quantified. The results of this analysis will be included in the final report. All artifacts will be transferred to the County Archaeologist.

#### IV. Report Preparation

A written report will be provided within 15 business days following completion of the field work and will include a description of methodology, results, and recommendations. One digital copy of the report will be provided to you.

#### V. Summary of Costs

Archaeological services can be completed at the following rates.

Position Title	Base Rate	Labor Multiplier	Billing Rate (Base x Multiplier)	Hours	Billing Rate (Base x Multiplier)
Project Lead Archaeologist	\$55.00	2.5	137.5	24	\$3,300.00
Field Archaeologist	\$37.00	2.5	92.5	40	\$3700.00
Archaeological Technician 1	\$25.00	2.5	62.5	40	\$2500.00
Collections Manager	\$30.00	2.5	75	32	\$2400.00
Report / Graphics Coordinator	\$30.00	2.5	75	16	\$1,200.00
Total	]				\$13,100.00

			i	
We can conduct this assessm receipt of written authorization				
Sincerely,				
Folent 1 Co				
Robert S. Carr Executive Director				
THIS PROPOSAL ACCEPT	ED BY:			
Signature				
Name/ Title		 Dat	e	

## **OEBO SCHEDULE 1**

1/23/202		SOLICITATION/PROJECT/BID NAME: PBC DuBois Residence - Renovations			solicitation/project/bid no.: #2022-049662 (PAGE 1 OF 2)					
1/23/2025 SOLICITATION OPENING/SUBMITTAL DATE:				COUNTY DEPARTMENT:						
PLEASE LIST THE DOLLAR AMOU			OF WORK	то ве сом		530 2		NSULTANT* ON WPB, Fl. 3		ECT:
Flizabath A.C. Colome'					_	RESS: 33-9147		l coloma@	2010200	roh not
RIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOR MWBE Primes must include their percentage or dollar amo	ount in the To				Non-SB	Е МВЕ	WBE SB	7		
ubcontractor/Sub consultant Name		ıll Applicab <u>MBE</u>	17					PERCENTAGE Caucasian		
endor ID#. (https://www.pbcgov.org/pbcvendors)	100-552	Business	Business	Business	2144	· · · · · · · · · · · · · · · · · · ·	7	Caucasian		- Julie
Colome' & Assoc., Inc.			7	<b>4</b>			\$122,152.47	•		
Civil Design, Inc.				<b>4</b>				\$21,825.00		
Brown & Phillips, Inc.		V			\$9,582.84				**	
Hammond & Assoc., Inc.	4			回	\$33,665.00					
O'Donnell, Naccarato, Mignogna & Jackson, Inc.				<b>V</b>				\$36,354.71	4	See Page 2
lease use additional sheets if necessary)		<u></u>		Total	\$43,247.84		\$122,152.47	\$58,179.71	<u> </u>	\$13,100.00
al Bid/Offer Price \$ <u>236,680.02</u>					Tota	I Certified Sikely	VBE Participation	\$ 223,580.0	)2	
ereby certify that the above information is accurate to the best	of my knowle	<sub>dge:</sub> Eliz	abeth	A.G. Co	olome' 😞	///)		<u>Pro</u>	esdient	
te: 1. The amount listed on this form for a Subco					rized Signature			Allista e di ma		Title

1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.

- 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

# **OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: PBC DuBois Residence - Renovations					SOLICITATION	/PROJECT/BIC	NO.: #2022	-049662 (P	AGE 2 O	F 2)			
1/23/202 SOLICITATION OPENING/SUBMITTAL DATE:	5			COUNTY DEPARTMENT:									
Section A PLEASE LIST THE DOLLAR AMOUNTAIN PRIME RESPONDENT/BIDDER: Colome' & A			OF WORK	TO BE COM			24th Street.	NSULTANT* ON WPB, FI. 3		ECT:			
CONTACT PERSON: Elizabeth A.G. Colome'					No.: 561-8			. Lcolome@	colome-a	arch.net			
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOF *SMWBE Primes must include their percentage or dollar am		ital Particip	ation line u		_ Non-SB		WBE SB	<b>E</b>					
Section B PLEASE LIST THE DOLLAR AMOU	UNT OR PER	CENTAGE (	OF WORK	TO BE COM	IPLETED BY AL	L SUBCONTRA	ACTORS/SUBCO	ONSULTANTS C	ON THE PRO	JECT BELOW:			
Subcontractor/Sub consultant Name	(Check a		le Categorie	=		DOLLAR AN	OUNT OR F	NT OR PERCENTAGE OF WORK					
DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE	MBE Minority Business	WBE Women Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Aslan	Other			
1. Archaeological & Historical Conservancy, Inc										\$13,100.00			
2.							,						
3.						,		***************************************					
4.								•					
5.					See Pg 1		See Pg 1	See Pg 1					
(Please use additional sheets if necessary)		,		Total	\$43,247.84		\$122,152.47	\$58,179.71		\$13,100.00			
otal Bid/Offer Price \$ 236,680.02	<del></del>				Tota	I Certified <b>S/M/</b>	VBE Participation	, 223,580.	02	_			
hereby certify that the above information is accurate to the best	of my knowled	<sub>ige:</sub> Eliz	abeth.	A.G. C	olome'		7		esdient				
			i	Name & Autho	orized Signature	1/2				Title			

Note:

- 1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
- 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

any tier) both pa	eted Schedule 2 is a binding document between the Post and should be treated as such. The Schedule 2 shall rises recognize this Schedule as a binding documents/subconsultants, must properly execute this documents.	contain bold	ded language Subcontracto	indicating that by sors/subconsultants,	igning the Schedule 2, including any tiered		
SOLICITA	TION/PROJECT NUMBER: #2022-049662						
SOLICITA	TION/PROJECT NAME: PBC DuBois Residence -	Renovation	ons				
Prime Co	ntractor: Colome' & Associates, In	1C. 5		olomé & Asso	ciates. Inc.		
(Check b	ox(s) that apply)						
Ø\$8E €	<b>™</b> BE □MBE □M/WBE □Non-S/M/WBE D	ate of Palm B	each County C	Certification (if applic	able): 3/14/22 to 3/13/25		
	☐SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3/14/22 to 3/13    3/14/22 to 3/13   3/14/22 to 3/13   3/14/22 to 3/13   3/14/22 to 3/13						
Column :	<del></del>		·		Column 3		
□Male [		lAsian Amerid  Native Amer		asian American	□Supplier		
properly e to be perf	PARTICIPATION — S/M/WBE Primes must document all work executed Schedule 2 for any S/M/WBE participation may result or med or items supplied with the dollar amount and/or percess/M/WBE is certified. A detailed proposal may be attached to the proposal may	It in that particentage for each to a properly e	cipation not being work item. S/I	ng counted. Specify in M/WBE credit will only ile 2.	detail, the scope of work be given for the areas in		
Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage		
1	Professional Architectural Services	1	1		\$122,152.47		
	signed Subcontractor/subconsultant is prepared to self-performing total price or percentage: \$122,152.47	rm the above-	described work	in conjunction with the	aforementioned project		
If the unde	ersigned intends to subcontract any portion of this work to a flow accompanied by a separate properly executed Schedul	another Subco e 2.	ntractor/subco	nsultant, please list th	e business name and the		
	.A me of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	Price o	r Percentage: _	N.A			
	Colomé & Associates, Inc.	Col	omé & As	ssociates, Inc			
•	Print Name of Prime	Print N	ame of Subcon	tractor/subconsultant			
i	ву:	Ву: 🗹	///				
	Authorized Signature Elizabeth A.G. Colomé	Fliza	د beth A.G. Co	ithorized Signature olomė			
-	Print Name	Print I		7101110			
_	President	Pre	sident		A		
	Title	Title		_			
ļ	Date: 1-23-2025	Date: _	1-23-202	5			

Revised 09/17/2019

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly

executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: \_\_\_\_\_\_\_ SOLICITATION/PROJECT NAME: Dubois House - Renovations Prime Contractor: Colome & Associates, Inc. Subcontractor: Civil Design, Inc. (Check box(s) that apply) ☑SBE □WBE □MBE □M/WBE □Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 5/20/22-5/19/25 The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☑Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information. Line Item Description Unit Price Quantity/ Contingencies/ Total Price/Percentage item Units **Allowances** 1 Civil Engineering N/A N/A N/A \$21,825.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$21,825.00 If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. N/A Price or Percentage: Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Colome & Assecrates, Inc. Civil Design, Inc. Print Name of Printe Print Name of Subcontractor/subconsultant Authorized Signature Authorized Signature <u>Elizabeth A.</u> Thomas J. Trompeter Print Name Print Name President President Date: January 15, 2025 Date: January 15, 2025



if you have experienced or witnessed a violation of the EBO Ordinance or would like to file a complaint, please scan the QR Code

Revised 09/26/2024

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for

both pa	rtles recognize actors/subconsul	eated as such. The Schedule this Schedule as a bindin tants, must properly execute	2 shall contain beg document. A	ilded language  Il Subcontract	indicating that by sors/subconsultants,	including any tiered		
SOLICITA	TION/PROJECT N	JMBER: 2022-049662						
SOLICITA	TION/PROJECT NA	AME: Dubois House Renova	ation					
	ntractor: Colomo	e' & Associates, Inc.	Sub	contractor:	own & Phillips, Inc.			
		□M/WBE □Non-S/M/WB	E Date of Palm	Beach County	Certification (if appli	cable): <del>1/31/22-1/30/25</del> .		
The undersigned affirms they are the following (select one from each column if applicable):  Column 1  One of Palm Beach County Certification (if applicable):  1/31/22-1/30/  1/31/22-1/3								
Column 2  Column 2  Column 3								
properly e to be perfi which the	executed Schedule 2 ormed or Items sup	S/M/WBE Primes must documen for any S/M/WBE participation in plied with the dollar amount and, ed. A detailed proposal may be a	nay result in that par for percentage for ea ttached to a properly	ticipation not be ch work item. S, executed Sched	ing counted. Specify in M/WBE credit will onl	detail, the scope of work		
Line Item		Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage		
1	S	pecific Purpose Survey	\$9,582.84	LS	-	\$9,582.84		
		or/subconsultant is prepared to so percentage: \$9,582.84	elf-perform the above	-described work	in conjunction with th	e aforementioned project		
amount be	elow accompanied	subcontract any portion of this v by a separate properly executed ubcontractor/subconsultant	Schedule 2.	contractor/subco	onsultant, please list th	he business name and the		
	Colome' & Asso	ciates, Inc.	Bro	wn & Phillips,	Inc.			
	Print Name of Subcontractor/subconsultant							
į	By: By: E. Philly the							
	Authorized Signature  Authorized Signature  Elizabeth A.G. Colome'  John E. Phillips III. P.L.S.							
	Elizabeth A.G. Colome¹  John E Phillips III, P.L.S.  Print Name  Print Name							
	President			ıcipal		h		
7	Title		Title					
ŧ	Date:	1/23/2-25	Date	01/17/2025				
					Rev	ised 09/17/2019		

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2,

All Subcontractors/subconsultants, including any tiered

both parties recognize this Schedule as a binding document.

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2022-049662 SOLICITATION/PROJECT NAME: Dubois Pioneer Home Site Renovation Prime Contractor: Colome & Associates Hammond & Associates, Inc. Subcontractor: (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): 11/11/2021 ☑SBE □WBE ☑MBE □M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 ☑Male □ Female ☑ African-American/Black ☐ Asian American ☐ Caucasian American □Supplier ☐ Hispanic American ☐Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Item Description Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Units Allowances \$33,665 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$33,665 If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Colome & Associates, Inc. Hammond & Associates, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant Authorized Signature Authorized Signature Nathan Hammond, PE **Print Name Print Name** President Title <sub>Date:</sub> January 20, 2025 Revised 09/17/2019

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2,

both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2022-049662 SOLICITATION/PROJECT NAME: DuBois Pioneer House - Renovation - Accessibility Exceptions O'donnell, Naccarato, Mignogna & Jackson, Inc. Prime Contractor: Colome & Associates Subcontractor: ONM&J, Inc. (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): 7/17/2025 ☑SBE □WBE □MBE □M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☑Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □Supplier ☐ Hispanic American ☐Native American S/M/WBE PARTICIPATION - 5/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Units Allowances STRUCTURAL ENGINEERING \$36,354.71 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$36,354.71 If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant O'donnell, Naccarato, Mignogna & Jackson, Inc. ONM&J, Inc. Print Name of Print Name of Subcontractor/subconsultant Authorized Signature Authorized Signature ElozaBoth A. G. Coloma' Dwayne R. Jackson 4 Print Name

President

Date: 01/16/2025

Title

Revised 09/17/2019

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

the bid/p	roposal.	sultants, must properly execute this do	cument. Each	properly exe	cuted Schedule Z n	oust be submitted with
SOLICITA	TION/PROJECT	NUMBER: #2022-049662				
SOLICITA	TION/PROJECT	NAME: PBC DuBois Residence	- Renovatio	ns	•	*
Prime Co	ntractor:	Colome' & Associates, I	nc. Subco	intractor: Ard	naeological & Histor	ical Conservancy, Inc.
	ox(s) that appl	XI BE □M/WBE 12Non-S/M/WBE D	Pate of Palm B	each County C	ertification (if applic	cable): N/A
The unde		s they are the following (select one fron <u>Column 2</u>	n each column	if applicable	):	Column 3
□Male [	□ Female	☐ African-American/Black ☐ Hispanic American ☐	]Asian Americ ]Native Amer		asian American	☐ Supplier
properly e to be perf	executed Schedu formed or items	1 - S/M/WBE Primes must document all wo le 2 for any S/M/WBE participation may resi supplied with the dollar amount and/or pero tified. A detailed proposal may be attached	ult in that partic entage for each	ipation not bei work item. S/	ng counted. Specify in M/WBE credit will on	detail, the scope of work
Lîne Item		Item Description	Unit Price	Quantity/ Units	Contingencies/	Total Price/Percentage
1	Archaeol	ogical / Historical Consulting Services	1	1		\$13,100.00
project at If the und amount b	t the following to lersigned intend lelow accompan	ractor/subconsultant is prepared to self-perforal price or percentage: s to subcontract any portion of this work to ied by a separate properly executed Schedi	another Subco			
	I.A ame of 2 <sup>nd</sup> /3 <sup>rd</sup> ti	er Subcontractor/subconsultant	Price (	or Percentage:	N.A	
	Col	omé & Associates, Inc.	Arch	naeological	& Historical Con	servancy, Inc.
	Print Name of P	rime	Print I	Name of Subco	ntractor/subconsultan	t
	ву:		Ву:	Dolut	1 Can	
	Elizabeth A.	Authorized Signature	Doh	ert S. Carr	uthorized Signature	. —
	Print Name					
	Presiden	t	Ex	ecutive D	irector	
	Title		Title		_	
	Oate:	2/29/2024		2-26-202	24	
			Date:			
					Re	vised 09/17/2019

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

# PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:  N/A
(Attach additional sheets as needed.)
CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.
CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.
This DISCLOSURE is submitted by (Name of Individual:) Elizabeth A. G. Colomé , as (Title/Position:) President of (Name of Firm:) Colomé & Associates, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.  Signature 07/44/24
Date

#### RFP ATTACHMENT E CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

## PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
N/A
·
(Attach additional sheets as needed.)
CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.
CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.
This DISCLOSURE is submitted by (Name of Individual:) Nathaniel Hammond, PE, as (Title/Position:) President of (Name of Firm:) Hammond & Associates, Inc who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.
Math Au  Signature

# RFP ATTACHMENT E CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

## PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

## RFP ATTACHMENT E CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

### PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
None
(Attach additional sheets as needed.)
CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.
CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.
This DISCLOSURE is submitted by (Name of Individual:)  Anthony Brown , as (Title/Position:)  CEO of (Name of Firm:)  Brown & Phillips, Inc.  who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.
authory Donn
Signature
June 21, 2024  Date

### CONFLICT OF INTEREST DISCLOSURE FORM

Project:	Design Professional Consulting Services Continuing Contract									
Project No.:	#2024-006256									
direct or indir	NT/ANNUAL CONSULTANT represents that it presently has no interest, either ect, which would or could conflict in any manner with the performance of services y, except as follows:									
(Attach addition	al sheets as needed)									
shall acquire provided for i County Code	NT/ANNUAL CONSULTANT further represents that it presently has no interest and no interest which would conflict with performance of services solicited herein, as n Chapter 112, Part III, Florida Statutes, and Section 2-441, et seq., the Palm Beach of Ethics. The CONSULTANT/ANNUAL CONSULTANT further represents that ing any such conflict of interest shall be employed for said performance of services.									
certified mail prospective b influence CO provided to association, CONSULTA association, i	NT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by of all potential conflicts of interest that may arise in the future through any usiness association, interest or other circumstance which may influence or appear to NSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being the County. Such written notification shall identify the prospective business interest or circumstance, the nature of work that CONSULTANT/ANNUAL NT may undertake and request an opinion of the COUNTY as to whether the interest or circumstance would, in the opinion of the COUNTY, constitute an conflict of interest if entered into by the CONSULTANT/ANNUAL NT.									
circumstance conflict of in	ole opinion of the COUNTY, the prospective business association, interest or of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable atterest to the COUNTY, the COUNTY shall so state in the notification and the NT/ANNUAL CONSULTANT shall not enter into said association, interest or .									
contained her may influence	below, CONSULTANT/ANNUAL CONSULTANT certifies that the information rein is true and correct and constitutes all current potential conflicts of interest which e or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment services being provided to the County.									
O'Donnel information misrepresent considered a	LOSURE is submitted by <u>Dwayne Jackson</u> (name), as <u>President</u> (title), of <u>Il. Naccarato</u> , <u>Mignogna &amp; Jackson</u> , <u>Inc.</u> (firm), who hereby certifies that the stated above is true and correct. Further, it is hereby acknowledged that any ation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is n unethical business practice and is grounds for sanctions against future County the CONSULTANT/ANNUAL CONSULTANT.									
	ackson, President November 5, 2024 at Name and Title) (Signature) (Date)									

#### **CONFLICT OF INTEREST DISCLOSURE FORM**

Project Name: PBC DuBois Residence - Renovations Project Number: #2022-049662 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 Robert S. Carr, as (Name of Individual)
Executive Director , of Archaeological & Historical Conservancy, 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)  April 10, 2025 (Date)

## **ATTACHMENT #4**

#### CSA History

Contract Award Date: 01/14/25 Resolution Number: R2025-06		.025-0078 ontinuing Architectural Services Jan-2030			65-0993244			DIR + CRC Dollars to Date \$236,680.02 DIR + CRC Dollars to Date - R&F \$236,680.02	Monitored By: API: Cumulative Contract Amount: SBE Goal: SBE Commitment: Cumulative SBE:	Fernando Del Dago 25% \$305,967.79 25% SBE 99% SBE, 46% MRE (AA) 17.20%		
Supplement	CSA#	CSA Amount	SBE Amount	MBE Amount	Requested By	Request Date	Project No.	Site	Services	Approved	Appr'd By	SBE% MBI
									Original Contract	1/14/2025	всс	
	1	\$69,287.77	\$67,287.77	\$9,379.76	Clark Woods	01/08/25	2024-012160	PBC Convention Center Loading Dock Security Booth and Gates	Design/Bidding/CA Services	Pending	DIR	97.11% 13.5
	2	\$236,680.02	\$223,580.02	\$43,247.84	Javier Torres	01/26/25	2622-049662	Dubois Residence Renovations	Design/Bidding/CA Services	Pending	CRC	94,47% 18,2
					1							
						T						
					T .							
			,									
						1						
	Total	\$305,967.79	\$290,867.79	\$52,627.60								95.06% 17.2

## ATTACHMENT #5



## CERTIFICATE OF LIABILITY INSURANCE

ATE (MM/DD/YYYY) 3/11/2025

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

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

PHONE
(A/C, No, Ext): 360-626-2019

E-MAIL
ADDRESS: jim.ledbetter@assuredpartners.com PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 FAX (A/C, No): 360-626-2019 INSURER(S) AFFORDING COVERAGE NAIC# License#: 6003745 2258 INSURANCE COMPANY 13056 INSURED INSURER B: Aspen American Insurance Company 43460 Colome & Associates Inc INSURER C 530 24th Street West Palm Beach FL 33407 INSURER D : INSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER: 361837243** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY PSB0011070 3/30/2025 3/30/2026 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 CLAIMS-MADE X OCCUR \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 POLICY X PRO-JECT PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$0 Deductible COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** PSA0003628 3/30/2025 3/30/2026 \$1,000,000 COMBINED S (Ea accident) Х ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) \$ NON-OWNED AUTOS ONLY Х PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB X OCCUR PSE0005445 3/30/2025 3/30/2026 EACH OCCURRENCE \$3,000,000 Х **EXCESS LIAB** AGGREGATE \$3,000,000 DED RETENTION \$ WORKERS COMPENSATION PSW0005981 X PER STATUTE 3/30/2025 3/30/2026 AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$1,000,000 N/A E.L. DISEASE - EA EMPLOYEE \$1,000,000 yes, describe under ESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Professional Liability Retro Date: 1/1/1994 AAAE30082000 3/21/2025 Per Claim Aggregate Deductible \$2,000,000 \$2,000,000 \$10,000 3/21/2026 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached. WC Member Excluded: Elizabeth Colome. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Palm Beach County

ACORD 25 (2016/03)

c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411-5603

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AUTHORIZED REPRESENTATIVE

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Named Insured: Colome & Associates, Inc.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FLORIDA BUSINESS AUTO ENHANCEMENT

#### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Auto Loan Lease Gap Coverage
- G. Personal Effects Coverage
- H. Hired Auto Physical Damage Coverage
- I. Hired Auto Physical Damage Loss Of Use
- J. Hired Car Worldwide Coverage
- K. Temporary Transportation Expenses
- L. Amended Bodily Injury Definition Mental Anguish
- M. Airbag Coverage
- N. Amended Insured Contract Definition Railroad Easement
- O. Coverage Extensions Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- P. Notice Of And Knowledge Of Occurrence
- Q. Unintentional Errors Or Omissions
- R. Towing Coverage

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

#### A. Broad Form Named Insured

The following is added to the **SECTION II** – **COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided:

- a. You own fifty percent (50%) or more of the business entity, and
- **b.** The business entity is not separately insured for Business Auto Coverage.

Coverage is extended automatically up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity provided you give notification of these changes within this automatic coverage period.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

#### B. Employees As Insureds

The following is added to the **SECTION II** – **COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### C. Blanket Additional Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II — COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

#### D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSI-NESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

#### E. Employee Hired Autos

1. The following is added to the SECTION II — COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who is An insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

- **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow; and
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### F. Auto Loan Lease Gap Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and
- 2. Any:

- a. Overdue lease/loan payments at the time of the "loss":
- **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- Carry-over balances from previous loans or leases.

#### G. Personal Effects Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

#### c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

#### H. Hired Auto Physical Damage Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

#### d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss": or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
  - (a) Any "auto" that is hired, rented or borrowed with a driver; or
  - (b) Any "auto" that is hired, rented or borrowed from your "employee".

#### I. Hired Auto Physical Damage - Loss Of Use

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

- e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:
  - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
  - (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### J. Hired Car - Worldwide Coverage

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

#### f. Hired Car - Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- **(b)** You will not make any settlement without our consent.
- (c) We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

#### K. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. Transportation Expenses is deleted and replaced by the following:

#### a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

## L. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V** — **DEFINITIONS**, **Definition C**.:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

#### M. Airbag Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

N. Amended Insured Contract Definition - Railroad Easement

**SECTION V – DEFINITIONS** paragraph **H.** "Insured contract" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
  - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.
- O. Coverage Extensions Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

 Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

#### P. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### Q. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### R. Towing Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE**, **A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - All labor must be performed at the place of disablement; and
  - **b.** If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that	you have agreed with in a written cont	ract to provide this agreement
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This endorsement changes the policy to which it i	s attached and is effective or	n the date issued unless otherwise stated.
(The information below is required only when the	nis endorsement is issued s	subsequent to preparation of the policy.)
Endorsement Effective Insured Colome & Associates Inc	Policy No. PSW0005981	Endorsement No. Premium
RLI Insurance Company	Countersigned by	
<b>WC 00 03 13</b> (Ed. 4-84)		

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - b. This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- 4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Colome & Associates Inc

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

#### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit Per Project Or Per Location
- B. Additional Insured Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
  - injury and damage included in the productscompleted operations hazard or;
  - (2) any coverage included in underlying insurance to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.
- B. Additional Insured Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV - CONDITIONS is deleted and replaced by the following:

#### K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV - CONDITIONS is deleted and replaced by the following:

PPU 304 06 10

#### L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the underlying insurance also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPU 304 06 10

## CONTRACT EXHIBIT G

## NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

#### THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative (ENTITY) and attest that the ENTITY does not u section 787.06, Florida Statutes.	
Under penalty of perjury, I hereby declare and and correct.  (signature of officer or representative)	ELIZABETH A. G. Colone'
State of Florida, County of Palm Beach  Sworn to and subscribed before me by means of this, 29th day of Vefober 2024	Thysical presence or O online notarization, by Elizabeth A. E. Colome.
Personally known 🖾 OR produced identification	⊐.
Type of identification produced  Llia Funk  NOTARY PUBLIC	·
My Commission Expires: State of Florida at large	CELIA FUNK Commission # HH 158057 Expires October 17, 2025 Bonded Thru Budget Hotary Services

(Notary Seal)