

LOCATION MAP

Project No: P-2024-006280
Project Name: North County Courthouse Renovation
Location: 3188 PGA Blvd, Palm Beach Gardens, Florida 33410



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/10/25

REQUESTED BY: David Hawke / Joanne Regidor PHONE: 233.0707

PROJECT TITLE: North County Courthouse Renovation
(Same as CIP or IST, if applicable)

IST PLANNING NO.: NA

ORIGINAL CONTRACT AMOUNT: \$ First Design Consultant Contract

BCC RESOLUTION#: R2020-06532

REQUESTED AMOUNT: \$ 999,301.00

DATE: 4/05/2025

CSA or CHANGE ORDER NUMBER: FDO# P-2024-006280

LOCATION: 3188 PGA Blvd, Palm Beach Gardens, FL 33410

BUILDING NUMBER: # 32

DESCRIPTION OF WORK/SERVICE LOCATION: Initial Design Consultant Fees - 3188 PGA Blvd, Palm Beach Gardens, FL 33410

PROJECT/W.O. NUMBER: FDO # P-2024-006280

CONSULTANT/CONTRACTOR: Netta Architects, LLC

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

Interior Renovation to existing North County Courthouse by adding new courtroom, adding Judge's chambers, consolidate building stakeholders, improve security, & safety

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

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

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

FUND: 3804 DEPT: 411 UNIT: B770 OBJ: 4907

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

- Ad Valorem (Amount \$ 4,015,000)
Infrastructure Sales Tax (Amount \$)
State (source/type: Amount \$)
Federal (source/type: Amount \$)
Grant (source/type: Amount \$)
Impact Fees: (Amount \$)
Other (source/type: Amount \$)

Department: FD 40

BAS APPROVED BY: [Signature]

DATE 8/8/2025

ENCUMBRANCE NUMBER:

[Signature] 12/23/2025

ATTACHMENT #3

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA COUNTY OF PALM BEACH

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

1. Affiant appears herein as: [] an individual or [x] the President & CEO of Netta Architects, LLC. [position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 920 Gardenia Drive, Delray Beach, FL 33483

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

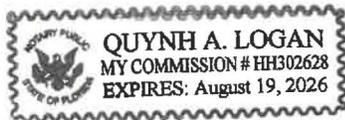
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

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

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization this 27th day of February, 2025, by Nicholas J. Netta, AIA, NCARB President & CEO [] who is personally known to me or [] who has produced [] as identification and who did take an oath.



Quynh A. Logan Notary Public Quynh A. Logan (Print Notary Name) State of Florida at Large My Commission Expires: 08/19/2026

ATTACHMENT #4

**CONTRACT FOR CONSULTING
SERVICES/DESIGN PROFESSIONAL
FOR**

**NORTH COUNTY COURTHOUSE
RENOVATIONS**

PROJECT NO.: P-2024-006280

(Non-Federal - Project Specific)

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CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL

Project Name: North County Courthouse Renovations
Project No.: P- 2024-006280 (hereinafter the "Project")

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

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

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

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

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

SECTION 1 - DEFINITIONS

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

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

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

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

Construction/Contract Documents: means the contract documents of the Contractor and shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, EBO Schedules, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification

of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Engineering Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

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

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

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

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

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

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

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

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

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

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

Professional Services or Services of a Design Professional: has the meaning set forth in Florida Statutes Section 287.055, and means those services within the scope of the practice of architecture,

professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state of Florida.

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

Supplement: an amendment to a Consultant Services Authorization.

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

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

- 2.1.1 Basic Services. CONSULTANT shall provide to COUNTY professional services in all phases of the Project as hereinafter provided in this Section 2 (the Basic Services). These services will include providing professional engineering and/or architectural consultation and advice and furnishing customary civil, structural, mechanical, electrical, and plumbing engineering and/or architectural services, surveying, geotechnical services, and regulatory services incidental thereto, as well as any specialty subconsultant services necessary to complete the required Scope of Work.
- 2.1.2 Scope of Work and Fee. The scope of work (hereinafter the Scope of Work) describes the Basic Services required for this Project. The Scope of Work and fees for this Contract are described in **Exhibit B** which is attached hereto and incorporated herein by reference. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of CONSULTANT's proposal included in **Exhibit B**, the terms and conditions of the Contract shall control.
- 2.1.3 Design Manual. In the performance of this Contract, the CONSULTANT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual (Manual) for Design Professionals, latest edition, prepared by COUNTY. If CONSULTANT fails to comply with the Manual, it shall redesign in compliance with the Manual at no additional cost to the COUNTY.
- 2.1.4 Resiliency and Sustainability – The design must meet the requirements of County's policy and procedures manual, PPM CW-O-093, "Resiliency and Sustainability in County Capital Construction Projects". The design professional shall provide the County a complete resiliency and sustainability checklist for the project. Pursuant to Florida Statutes 255.2575, all County buildings shall be constructed to comply with a sustainable building rating system or national model green building code.

The project should use the most recent version of the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection to plan for future sea level rise.

- 2.1.5 Progress Reports. The CONSULTANT shall provide progress reports in a format acceptable to the COUNTY during each phase of the Contract at intervals established by the COUNTY. However, the COUNTY is entitled at all times to be advised of the status of the CONSULTANT's work and the details thereof and may request a progress report at any time.
- 2.1.6 Disputes and Specific Performance. All services will be performed by the CONSULTANT to the satisfaction of the COUNTY's Representative or his designee. In accordance with the Governing Order of the Contract, the COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. At all times the CONSULTANT shall continue to perform the services required under this Contract and maintain its Project Schedule. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the services required hereunder.
- 2.1.7 Multiple Projects. In the event the work covered by this Contract includes the preparation of construction plans, CONSULTANT understands that the work may be divided into two or more construction projects by the COUNTY's Representative and that, if this is done, the CONSULTANT will supply construction plans for each project.
- 2.1.8 VSS Registration Required. Prior to beginning work, CONSULTANT must register in the County's Vendor Self Service ("VSS") system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use subconsultants, CONSULTANT must also ensure that all subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS.
- 2.1.9 CONSULTANT must use project management software when and as requested by the COUNTY.

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

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

- 2.2.1.1 Project Review. The CONSULTANT shall a consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data and shall arrive at a mutual understanding of such requirements with the COUNTY.

- 2.2.1.2 Resources. The CONSULTANT shall advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.
 - 2.2.1.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.
 - 2.2.1.4 Approvals. The CONSULTANT shall identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate with COUNTY in consultations with such authorities.
 - 2.2.1.5 Needs Analysis. The CONSULTANT shall provide analyses of the COUNTY's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
 - 2.2.1.6 Economic Analysis. The CONSULTANT shall provide a general economic analysis of the COUNTY's requirements applicable to various alternatives.
 - 2.2.1.7 Report. The CONSULTANT shall prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT's findings and recommendations (the "Study and Report"). This Study and Report will be accompanied by CONSULTANT's opinion of probable construction costs for the Project.
 - 2.2.1.8 Copies. The CONSULTANT shall furnish five copies of the Study and Report documents and review them in person with COUNTY.
- 2.2.2 Schematic Design Phase. For Architectural Projects: If required as part of the Scope of Work and after written authorization to proceed:
- 2.2.2.1 Program Review. The CONSULTANT shall review the program (if one is provided by the COUNTY), to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.
 - 2.2.2.2 Evaluation. The CONSULTANT shall provide a preliminary evaluation of the COUNTY's program, schedule and construction budget requirements, each in terms of the other.
 - 2.2.2.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.
 - 2.2.2.4 Documents. Based on the mutually agreed upon program, schedule and

construction budget requirements, the CONSULTANT shall prepare for approval by the COUNTY, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components (“Schematic Design Documents”).

2.2.2.5 Number. The CONSULTANT shall furnish five (5) copies of the Schematic Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with the COUNTY.

2.2.2.6 Permit List. Concurrent with the completion of the schematic design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the CONSULTANT must submit applications for each in order to meet Project Schedule requirements. The CONSULTANT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY’s signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit or regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

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

2.3.1.1 Project Scope. In consultation with COUNTY and on the basis of the accepted Study and Report documents, the CONSULTANT shall assist in determining the general scope, extent and character of the Project.

2.3.1.2 Documents. The CONSULTANT shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project (Preliminary Design Documents).

2.3.1.3 Resources. The CONSULTANT shall advise COUNTY, in writing, if additional data or services required for the completion of CONSULTANT’s services under this Contract are necessary and assist COUNTY in obtaining such data and services.

2.3.1.4 Construction Costs. Based on the information contained in the Preliminary Design Documents, the CONSULTANT shall submit a revised opinion of probable Construction Costs. See Section 7 for further requirements on Construction Costs.

2.3.1.5 Copies. The CONSULTANT shall furnish five (5) copies of the above Preliminary Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with COUNTY.

2.3.1.6 Permit List. The CONSULTANT shall be responsible for assisting the COUNTY in securing approvals required to construct the Project described in this Contract.

Prior to completion of the conceptual design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the contractor must submit applications for each, in order to meet the Project Schedule requirements. The CONSULTANT shall: 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit and regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

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

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

2.3.2.2 Number. The CONSULTANT shall furnish five (5) copies of the Design Development Documents (2 full size and 3 reduced size) and electronic files in pdf and present and review them in person with the COUNTY at 100% completion status.

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

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

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

2.4 CONSTRUCTION DOCUMENT PHASE.

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

- 2.4.1 Documents. Based on the approved Preliminary Design Documents or the approved Design Development Documents, as the case may be, and any further adjustments in the scope of the Project or in the construction budget authorized by the COUNTY, the CONSULTANT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI) Institute's Manual of Practice.
- 2.4.2 Review. The CONSULTANT shall review the COUNTY furnished front-end documents, general conditions, and technical specifications and advise the COUNTY of any conflicts or inconsistencies with CONSULTANT's specifications.
- 2.4.3 Permit List. The CONSULTANT shall provide the COUNTY with a status report on all approvals and permits required to construct the Project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the CONSULTANT.
- 2.4.4 Construction Cost Update. The CONSULTANT shall advise COUNTY of any adjustments to the latest opinion of probable Construction Costs caused by changes in general scope, extent or character or design requirements of the Project and furnish to COUNTY a revised opinion of probable Construction Costs based on the drawings and specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 7 for further information on Construction Costs.
- 2.4.5 Number. The CONSULTANT shall furnish five (5) copies (2 full size and 3 reduced size) and electronic files in pdf of the above Construction Documents and of the drawings and specifications and review them in person with the COUNTY at 50%, 95% and 100% completion status. The CONSULTANT shall respond in writing, to any comments given by the COUNTY in writing to the CONSULTANT. On the basis of the accepted 95% Construction Documents, the CONSULTANT shall prepare three (3) sets of signed and sealed Construction Documents, or electronically signed and sealed documents if acceptable to the authority having jurisdiction for permitting purposes. The CONSULTANT shall provide corrections and/or changes required by the permitting agency at no additional cost to the COUNTY (100% Construction Drawings).
- 2.4.6 Format. The CONSULTANT shall provide reproducible and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.
- 2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos.

CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.

2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.

2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of three (3) manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.

2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase with potential Contractors or applicable trades, CONSULTANT shall develop a Project Schedule setting forth the reasonably anticipated timing of completion of major Project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the Project.

2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for the Project.

2.5 BIDDING OR NEGOTIATING PHASE.

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

2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.

2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.

2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum (“As-Bid Set”).

2.5.4 CM. The COUNTY may select a construction manager for this Project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services (Basic and Additional) hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT’s services, nor shall anything contained therein diminish CONSULTANT’s responsibility for its services as set forth hereunder.

2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager’s GMP proposal, the CONSULTANT shall participate with the COUNTY and Construction Manager in constructability reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the Project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.

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

2.6 CONSTRUCTION ADMINISTRATION PHASE.

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

2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.

2.6.2 Visits to Site and Observation of Construction.

2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT’s design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.

2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT

deems necessary in order to observe, as an experienced and qualified design professional, the progress, quality and timely performance of the various aspects of Contractor's work relative to the plans and specifications prepared by the CONSULTANT. Based on information obtained during such visits and on such observations, CONSULTANT shall verify and determine if such work is proceeding in accordance with the Construction/Contract Documents and Contractor's schedule and CONSULTANT shall keep COUNTY informed of the progress of the work. Written reports of CONSULTANT's visits shall be provided to COUNTY.

- 2.6.2.3 Purpose of Site Visits. The purpose of CONSULTANT's presence at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, CONSULTANT will provide for COUNTY greater assurance that the completed work of the Contractor(s) will conform to the Construction/Contract Documents and that the design as reflected in the Construction/Contract Documents has been implemented and preserved by the Contractor(s).
- 2.6.3 Defective Work. On the basis of CONSULTANT's observations, CONSULTANT shall recommend to COUNTY to disapprove of or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms to the Construction/Contract Documents, or that it will prejudice the design concept of the Project as reflected in the Construction/Contract Documents. The CONSULTANT shall immediately notify the COUNTY and the Contractor of any defective work by the Contractor, and the COUNTY will determine what action is necessary.
- 2.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Construction/Contract Documents and in connection therewith prepare field bulletins and field instructions for review and approval by the COUNTY.
- 2.6.5 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the COUNTY's Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Construction/Contract Documents in a timely manner which will not delay the Contractor(s) in completing its work and notify the COUNTY of such reviews.
- 2.6.6 Substitutes. CONSULTANT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with and advise the COUNTY on such acceptability prior to the COUNTY making a determination.
- 2.6.7 Inspections and Tests. CONSULTANT shall have authority to require special

inspection or testing of the work after notifying the COUNTY. CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction/Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Construction/Contract Documents). COUNTY will pay for testing labs. If the CONSULTANT's testing indicates that the Contractor is not in compliance, the COUNTY will determine the actions that will be taken against the Contractor with regard to the testing results.

2.6.8 Disputes and Changes during Construction. CONSULTANT shall act as initial interpreter of the requirements of the Construction/Contract Documents and judge of the acceptability of the Contractor's work thereunder and notify the COUNTY and the Contractor of any variances, deviations and non-conforming work. The COUNTY will determine the course of action necessary after notification of non-conforming work. The CONSULTANT will assist the COUNTY in holding meetings and negotiations with the Contractor to resolve disputes or changes to the Construction/Contract Documents. CONSULTANT will review all change orders and Contractor's extra work proposals and advise COUNTY of the acceptability of the proposed change and the costs of such change. The COUNTY will review, approve and process change orders that the COUNTY determines are necessary.

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

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

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

compliance with the Construction/Contract Documents.

- 2.6.10 Contractor(s) Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction/Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Construction/Contract Documents; and CONSULTANT shall transmit them to COUNTY with written comments.
- 2.6.11 Punch-list. When requested by the COUNTY, CONSULTANT shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist) for review by the COUNTY.
- 2.6.12 Substantial Completion. CONSULTANT shall conduct with the COUNTY an inspection and conduct and/or observe any tests necessary to determine if the work is substantially complete and notify the COUNTY. A final inspection of the Project will be made with the COUNTY to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to the Contractor(s) and may give written notice to the COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Construction/Contract Documents.
- 2.6.13 Changes Documented. The CONSULTANT shall prepare and provide to COUNTY AutoCAD dwg files as well as pdf files in electronic format as built drawings that incorporate all changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and CONSULTANT's own observations and which CONSULTANT considers significant.

2.7 OPERATIONAL PHASE.

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

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

2.7.3 Training. In conjunction with Contractor, the CONSULTANT shall assist in training COUNTY's staff to operate and maintain the Project.

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

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

3.2 AMENDMENT.

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

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

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

4.2 PROJECT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any

budgetary limitations; and COUNTY will furnish copies of all design and construction standards which COUNTY will require to be included in the drawings and specifications.

4.3 ACCESS.

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

4.4 REVIEW.

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

4.5 MULTIPLE PRIMES.

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

4.6 COST DATA.

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

4.7 MEETINGS.

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

4.8 NOTICE.

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

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

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

5.2 TIME EXTENSIONS.

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

5.3 COUNTY DELAYS.

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

5.4 SEQUENCING.

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

5.5 MONITORING PROJECT SCHEDULE.

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

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS TO CONSULTANT

6.1 METHODS OF COMPENSATION

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

6.2 FEE.

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

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

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

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

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

6.5 SUBCONTRACTS.

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

6.6 LABOR RATES.

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

6.7 EXPENSES.

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

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

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

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

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

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

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

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

6.7.2.4 Charges for specialized equipment shall be determined on an individual

basis subject to advance approval of the COUNTY;

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

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

6.8 SCHEDULE OF VALUES.

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

6.9 PROGRESS PAYMENTS.

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

For either method of compensation, the CONSULTANT shall be required to invoice the County no later than sixty (60) days after completion of the scheduled milestone or after acceptance of specified deliverables. Time Charge/Not-To-Exceed progress payments shall be based on monthly milestones.

6.10 APPROVAL PROCESS.

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

extent there is an undisputed portion of the invoice that can be paid, the COUNTY shall proceed with prompt payment of that portion of the invoice. Invoices will be paid in accordance with the Local Government Prompt Payment Act.

6.11 FINAL PAYMENT.

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

6.12 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

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

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

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

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

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

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

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

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

8.2 TERMINATION.

This Contract may be terminated by the COUNTY upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also

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

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

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

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

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

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

8.4 PERSONNEL

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

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

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

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

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

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

8.5 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470,

R2015-0572 and R2024-0549, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

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

8.6 EQUAL BUSINESS OPPORTUNITY PROGRAM.

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

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;

- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

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

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

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of EBO of changes in SBE utilization and get prior approval for any substitutions.

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

8.7 NON-DISCRIMINATION.

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply

opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, representative or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

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

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

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

8.11 TAXES.

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

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

8.12 AVAILABILITY OF FUNDS.

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

8.13 INSURANCE.

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

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

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

8.13.3 Reserved

8.13.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with

Chapter 440, Florida Statutes.

- 8.13.5 Professional Liability. CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- 8.13.6 Reserved
- 8.13.7 Waiver of Subrogation. Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy, except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- 8.13.8 Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, within forty-eight (48) hours of a request by COUNTY, or upon expiration of any of the required coverages throughout the term of the Contract, CONSULTANT shall deliver to the COUNTY or to COUNTY's designated representative a signed a Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,

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

8.13.9 Reserved

8.13.10 Reserved

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

8.14 OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

8.14A PHOTOGRAPHY OF FINAL PROJECT

If CONSULTANT photographs or videos the completed Project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the

COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.

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

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

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

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

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

- Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.

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

8.15.4 Disclosure Warning. If Confidential Information is in written form, the CONSULTANT shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the CONSULTANT is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

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

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

8.15.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the

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

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

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

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

8.16 LAW AND VENUE; REMEDIES.

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

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

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

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

8.17 INDEMNIFICATION.

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

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

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

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

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgement or quality of services being provided hereunder. Such written notification shall identify the

prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

8.19 EXCUSABLE DELAYS.

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

8.20 ARREARS.

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

8.21 NOTICES.

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

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

with copy to:

Director
Facilities Development and Operations Department

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

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

and if sent to the CONSULTANT shall be mailed to:

Netta Architects, LLC
ATTN: Nicholas J. Netta, AIA, NCARB, President
621 NW 53rd Street, Suite 270
Boca Raton, FL 33487

8.22 SEVERABILITY.

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

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

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

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

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

8.24 SUCCESSORS AND ASSIGNS.

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

8.25 PUBLIC ENTITY CRIMES.

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

8.26 OFFICE OF THE INSPECTOR GENERAL.

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

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

8.27 SCRUTINIZED COMPANIES.

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

8.27.2 **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants

who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

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

8.29 NO THIRD PARTY BENEFICIARY.

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

8.30 ACCESS AND AUDITS.

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

8.31 SECTION 179D RESPONSIBILITIES.

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

deduction when requested.

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

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

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

8.33 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, CONSULTANT and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

8.34 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the CONSULTANT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8.35 EFFECTIVE DATE.

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

8.36 HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed Exhibit F, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project No.: P-2024-006280
Project Name: North County Courthouse Renovations

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

ATTEST:

Michael A. Caruso, Clerk and Comptroller

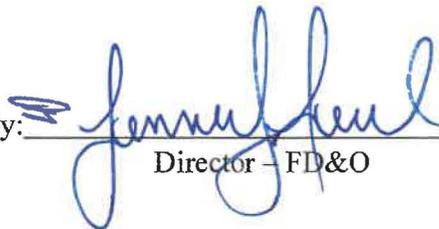
**PALM BEACH COUNTY, a political
subdivision of the State of Florida,
BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
Director - FD&O

By: _____
County Attorney

Project No.: P-2024-006280
Project Name: North County Courthouse Renovations

WITNESS:

Netta Architects, LLC
CONSULTANT

Maria McKenna
Signature

[Signature]
Signature

Maria McKenna
Name (type or print)

Nicholas J. Netta, AIA, NCARB
Name (type or print)

President & CEO
Title



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
NETTA ARCHITECTS, LLC

Filing Information

Document Number M18000001650
FEI/EIN Number 14-1837265
Date Filed 02/15/2018
State NJ
Status ACTIVE

Principal Address

621 NW 53RD ST
SUITE 270
BOCA RATON, FL 33487

Changed: 06/06/2022

Mailing Address

1084 ROUTE 22 WEST
MOUNTAINSIDE, NJ 07092

Changed: 05/13/2022

Registered Agent Name & Address

NETTA, NICHOLAS J
920 GARDENIA
DELRAY BEACH, FL 33483

Authorized Person(s) Detail

Name & Address

Title PRESIDENT

NETTA, NICHOLAS J
1084 ROUTE 22 WEST
MOUNTAINSIDE, NJ 07092

Annual Reports

Report Year	Filed Date
2023	01/11/2023
2024	01/04/2024

2025

01/15/2025

Document Images

<u>01/15/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/11/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/07/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/14/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/15/2018 -- Foreign Limited</u>	View image in PDF format

CONTRACT EXHIBIT A

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

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

Waiver

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

Evaluation Preference for New SBE Prime Respondents for RFPs

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

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

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

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

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

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

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

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

SBE Subcontracting Goals for Professional Services

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

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

Consultant committed to 45.03% SBE utilization in its proposal and attached Schedule 1 and 2s.

CONTRACT EXHIBIT B

SCOPE OF WORK & FEE

Via Email: dhawke@pbcgov.org

December 9, 2025 REVISED
October 28, 2025 REVISED
September 29, 2025 REVISED
May 16, 2025 REVISED
May 6, 2025 REVISED
April 25, 2025 REVISED
April 8, 2025 REVISED
March 11, 2025

Mr. David Hawke, RA, AIA, NCARB, LEED-FA, OSHA
Assistant Director
Palm Beach County - Capital Improvements Division
2633 Vista Parkway
West Palm Beach, Florida 33411

**RE: CONSULTING SERVICES FOR NORTH COUNTY COURTHOUSE RENOVATIONS
3188 PGA BOULEVARD, PALM BEACH GARDENS, FLORIDA 33410
FDO PROJECT NO.: P-2024-006280
P2025-037FL**

Dear Mr. Hawke:

Pursuant to our Notice of Award dated January 30, 2025 and subsequent to your e-mail request dated February 12, 2025, we are pleased to provide our revised proposal for comprehensive Architectural/Engineering/Interior Design/Security services related to the above referenced Palm Beach County Project No.: P2024-006280.

The firm of Netta Architects, LLC along with our consultant team listed below, agree to perform the following proposed professional services for the renovation of the Palm Beach County North County Courthouse. Planned improvements, in accordance to concept plans prepared by Space and Interior Planning with FD&O Capital Improvements Division covers interior renovations to the public lobby to accommodate a new security control room, modifications to interior office areas including approximately 15,000 s.f. of renovations to office space vacated by the Tax Collector, 10,000 s.f. of interior office modifications to accommodate relocated offices, creation of first-floor judicial restrooms, minor expansion and modifications to the existing card access system to accommodate floor plan revisions, modifications to building systems including Mechanical, Electrical and Plumbing (MEP), re-roofing of the building, re-keying of the building, replacement of the building's fire alarm system, ADA compliance if required for improvements, and repurposing of the bank teller area. Design services cover the removal of the existing bank teller windows and modification of the exterior slabs and curbs, as well as design for a new outdoor break area. The scope also covers the existing lobby circular stairwell encompassing the removal of one stair at the entrance as long as it does not interfere with required egress requirements from the second floor. Design services cover the preparation of a life safety analysis, as well as a line item add alternate in the Rough Order of Magnitude (ROM) Estimate for the southern stair removal and upper railing addition.

- Brown & Phillips, Inc. – Survey Consultant
- Lubin Elite Engineering – Civil Engineering/Land Development & Planning
- Jezerinac Group, PLLC – Structural Engineering
- Hammond & Associates Inc. – MEP/FP Engineering
- SpectrumHaven, LLC. – Low Voltage/Telecommunications/Security Systems
- Edward Dugger & Associates, PA, dba ED+A Acoustics – Acoustical Consultant
- SOCOTEC Consulting, Inc – Peer Review Consultant with EXP Commissioning agent
- FF&E – Coordination with Heather Lane, Palm Beach County's Space & Interior Planner

A. CONDITION ASSESSMENT FIELD WORK:

We will perform visual observations of visible and accessible interior components. Observations will be performed during daytime hours on business days. Observations to be performed without destructive testing.

B. SCOPE:

The extent of the Scope of Work is delineated in Article I – Scope of Services. This renovation project is steering towards 2023 Florida Building Code (FBC) Alteration Level 2. Time frames include a maximum of three (3) weeks for Palm Beach County review time.

C. COORDINATION:

Netta Architects will assist the County's Construction Manager at Risk (CMAR), in the preparation of the Rough Order of Magnitude (ROM) cost estimate(s), by responding to requests for information (RFI's) from the CMAR. The CMAR's services are provided under a separate contract with the Capital Improvements Division of Palm Beach County. Cost estimates during design are anticipated:

- At the end of Schematic Design Phase (30% design stage)
- At the end of Design Development Phase (60% design stage)
- At the end of 90% Contract Document Phase

D. PROJECT BUDGET:

Construction hard costs and site improvements for the renovation of the 25,000 s.f. of interiors, roof replacement, and repurposing of the abandoned teller drive area is \$9,000,000.

Netta Architects hereby agrees to perform the following scope of services as outlined in Article-I:

ARTICLE I - SCOPE OF SERVICES

PHASE I – PRE-DESIGN

1.01 Survey

- 1.01.1 Prepare a special purpose boundary and topographic survey of the area formerly the teller drive through lanes.

1.02 Interior Space Planning and Layout Implementation Study

- 1.02.1 Facility Programming (partial program, survey and client meeting) with Palm Beach County's Capital Improvements Division;
- 1.02.2 Documentation and Field verification of existing conditions;
- 1.02.3 Evaluate existing building MEP/FP, low voltage and wayfinding systems, including RDG FA project drawings;
- 1.02.4 Prepare base plans;
- 1.02.5 Prepare a comprehensive building code review, inclusive of stair egress modifications;
- 1.02.6 Develop blocking and stacking concepts for review and discussion;
- 1.02.7 Upon approval of blocking and stacking concept, develop space planning and layout options for review and discussion;
- 1.02.8 Review Department Head comments with Palm Beach County Capital Improvements Division and develop updated layout option for discussion;
- 1.02.9 Prepare presentation of final concept for use by Palm Beach County Capital Improvements Division; and
- 1.02.10 Attend two (2) meetings with Palm Beach County to present the design.

(Task Time Frame: 60 Calendar Days)

PHASE II – SCHEMATIC DESIGN

2.01 Civil Engineering

- 2.01.1 Prepare Civil Engineering Basis of Design for the selected concept.

2.02 Architecture

- 2.02.1 Develop schematic level floor plans for 1st and 2nd floors;
- 2.02.2 Allow for all required Schematic Design level meetings to refine design;
- 2.02.3 Submission of the following to Palm Beach County:
 - 2.02.3.1 Electronic set of Schematic Design Documents; and
- 2.02.4 Attend required meetings with Palm Beach County to present the design.

2.03 Building System Basis of Design

- 2.03.1 Prepare Structural Engineering Basis of Design for the selected concept;
- 2.03.2 Prepare MEP/FP Basis of Design for the selected concept, including emergency generators and site lighting design;
- 2.03.3 Prepare Low Voltage Basis of Design for the selected concept;
- 2.03.4 Prepare Voice/Telecommunications Basis of Design for the selected concept;
- 2.03.5 Submission of the following to Palm Beach County:
 - 2.03.5.1 One (1) full size hard copy set of Basis of Design Documents;
 - 2.03.5.2 One (1) half size hard copy sets of Basis of Design Documents; and
 - 2.03.5.3 Electronic set of Basis of Design Documents.

(Task Time Frame: 60 Calendar Days)

PHASE III – DESIGN DEVELOPMENT

3.01 Develop Approved Schematic Level Concept

- 3.01.1 Develop 30% level Civil Engineering documents;
- 3.01.2 Develop 30% level Architectural documents;
- 3.01.3 Develop 30% level Structural Engineering documents;
- 3.01.4 Develop 30% level MEP/FP Engineering documents, including site utility infrastructure improvements for emergency generators;
- 3.01.5 Develop 30% level Information Technology Engineering documents;
- 3.01.6 Develop 30% level Security documents;
- 3.01.7 Develop 30% level Voice/Telecommunications documents;
- 3.01.8 Develop 30% level Acoustical Design plans;
- 3.01.9 Assist CMAR to develop one (1) design development level budgetary construction cost estimate Rough Order of Magnitude estimate for final layout;
- 3.01.10 Submit Peer Review Evaluation report to Palm Beach County Project Manager
- 3.01.11 Attend required Design Development meetings with Palm Beach County; and
- 3.01.12 Submission of the following to Palm Beach County:
 - 3.01.12.1 One (1) full size hard copy set of Design Development plans;
 - 3.01.12.2 Three (3) half size hard copy sets of Design Development plans; and
 - 3.01.12.3 Electronic set of plans and Design Development level technical specifications.

(Task Time Frame: 60 Calendar Days)

PHASE IV – CONTRACT DOCUMENTS

Contract Documents will be prepared in strict conformance to the state of Florida's 2023 Building Code and all of its pertinent sub-codes.

4.01 60% Level Contract Document Submission

- 4.01.1 Prepare 60% complete Civil Engineering documents;
- 4.01.2 Prepare 60% complete Architectural documents;
- 4.01.3 Prepare 60% complete Structural Engineering documents;
- 4.01.4 Prepare 60% complete MEP/FP Engineering documents, including site utility infrastructure improvements for emergency generators;
- 4.01.5 Prepare 60% complete Interior Design documents;

- 4.01.6 Prepare 60% complete Information Technology Engineering documents;
- 4.01.7 Prepare 60% complete Wayfinding documents;
- 4.01.8 Prepare 60% complete Low Voltage documents;
- 4.01.9 Prepare 60% complete Security documents;
- 4.01.10 Prepare 60% complete Voice/Telecommunications documents;
- 4.01.11 Prepare 60% complete Signage documents;
- 4.01.12 Prepare 60% complete Acoustical documents;
- 4.01.13 Prepare 60% FF&E carpet, LVT, tile lists; quantity, work stations, manufacturer's and technical specs; sample board with color coding;
- 4.01.14 Assist CMAR to develop one (1) contract document level budgetary construction cost estimate Rough Order of Magnitude estimate for final layout;
- 4.01.15 Submission of the following to Palm Beach County;
 - 4.01.15.1 Two (2) full-size hard copy set of 60% progress plans,
 - 4.01.15.2 One (1) half-size hard copy sets of 60% progress plans,
 - 4.01.15.3 Electronic set of plans and 60% progress technical specification; and
- 4.01.16 Attend required progress and coordination meetings with Palm Beach County.

4.02 90% Level Contract Document Submission

- 4.02.1 Prepare 90% complete Civil Engineering documents;
- 4.02.2 Prepare 90% complete Architectural documents;
- 4.02.3 Prepare 90% complete Structural Engineering documents;
- 4.02.4 Prepare 90% complete MEP/FP Engineering documents, including site utility infrastructure improvements for emergency generators;
- 4.02.5 Prepare 90% complete Interior Design documents;
- 4.02.6 Prepare 90% complete Information Technology Engineering documents;
- 4.02.7 Prepare 90% complete interior and exterior Wayfinding documents;
- 4.02.8 Prepare 90% complete Low Voltage documents;
- 4.02.9 Prepare 90% complete Security documents;
- 4.02.10 Prepare 90% complete Voice/Telecommunications documents;
- 4.02.11 Prepare 90% complete Signage documents;
- 4.02.12 Prepare 90% complete Acoustical documents;
- 4.02.13 Prepare 90% FF&E carpet, LVT, tile lists; quantity, work stations, manufacturer's and technical specs; sample board with color coding;
- 4.02.14 Assist CMAR to develop one (1) contract document level budgetary construction cost estimate Rough Order of Magnitude estimate for final layout;
- 4.02.15 Respond to CMAR Cost Reconciliation List and implement agreed upon value added updates;
- 4.02.16 Prepare Interior sample board;
- 4.02.17 Submission of the following to Palm Beach County;
 - 4.02.17.1 Two (2) full-size hard copy set of 90% complete plans,
 - 4.02.17.2 Three (3) half-size hard copy sets of 90% complete plans,
 - 4.02.17.3 Electronic set of plans and 90% complete technical specification; and
- 4.02.18 Attend all required progress and coordination meetings with Palm Beach County.

4.03 95% Level Contract Document Submission

- 4.03.1 Add Alternate No. 1 - Analog video surveillance cameras to IP conversion.

4.04 100% Level Contract Document Submission

- 4.04.1 Incorporate final comments and submit the 100% level Contract Documents;
- 4.04.2 Provide electronic Contract Documents for Permit and Bidding; and
- 4.04.3 Prepare Florida product approval lists.

(Task Time Frame: 90 Calendar Days)

PHASE V – PERMITTING, BIDDING, GMP APPROVAL, and PALM BEACH COUNTY BOARD APPROVAL OF GMP

- 5.01 Attend Permitting and Bidding phase Kick-off meeting;
- 5.02 Respond to permit review comments and minor value engineering items;

- 5.03 Prepare Conformed Document set that incorporates Building Department comments, RFI responses, and minor construction cost reconciliation modifications;
- 5.04 Prepare Amendments | Addendums that document changes to the Contract Documents;
- 5.05 Attend required meetings with Palm Beach County; and
- 5.06 Add Alternate No. 1 - Analog video surveillance cameras to IP.

(Task Time Frame: 1 Bid Cycle)

PHASE VI – CONSTRUCTION ADMINISTRATION

- 6.01 Attend pre-construction meeting;
- 6.02 Respond to Requests for information (RFI's);
- 6.03 Review submittals required by the Contract Documents;
- 6.04 Advise as to the acceptability of proposed substitute materials and equipment;
- 6.05 Review CMAR submittals and substitutions (pass/fail);
- 6.06 Attend up to eighteen (20) CMAR lead bi-weekly on-site construction meetings;
- 6.07 Perform eighteen (20) bi-weekly site inspections;
- 6.08 Perform punch list inspections and distribute punch lists, one for each of the phases of construction;
- 6.09 Support Palm Beach County's consultant, EXP US Services, Inc. during the MEP building commissioning;
- 6.10 Review CMAR prepared pay applications;
- 6.11 Prepare a Record Set of As-Builts from CMAR red lines; and
- 6.12 Deliver three (3) copies and electronic files per discipline of the As-Built Documents and Close-Out Documents to Palm Beach County for record-keeping.

(Task Time Frame: +/- 300 Calendar days)

ARTICLE II

Compensation:

The above outlined professional Architectural and Engineering design services listed in Article I shall be completed for a fee of ***Nine Hundred Ninety-Nine Thousand, Three Hundred One Dollars (\$999,301.00) inclusive of reimbursable expenses.***

See Exhibit A-1 for the Fee Breakdown

ARTICLE III

LIMITATIONS OF SERVICES:

1. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services and will not be held responsible for errors or inaccuracies contained in information provided to us.
2. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article I. Additional services beyond our outlined Scope will be performed under a separate agreement.
3. The following services are not included in the scope of work of this proposal. If any of these services are required and are requested to be performed by the Owner, then those services will be performed under a separate Agreement.
 - a. Environmental assessment and studies.
 - b. Moisture and/or mold identification and or remediation.
 - c. Asbestos identification survey or abatement monitoring.
 - d. Lead paint assessment, remediation or monitoring.
 - e. Testing/Inspection services.
 - f. Traffic Studies.
 - g. Flood proof design.
 - h. Site plan review services.
 - i. "Verification Letters" to the authority having jurisdiction that Technology Engineering Services has witnessed work after the AHJ final inspection.
 - j. Services associated with re-starting the project, if the project is put on hold for a period of more than 8 months, and then re-started.
 - k. Permit expeditor services.
 - l. All excluded additional to basic services listed under Article II, Section 2.02.
 - m. Court Technology.
 - n. Conversion of analog video surveillance cameras to IP conversion excluded from project budget.

ARTICLE IV

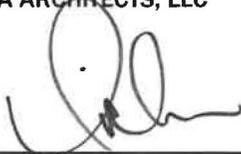
REIMBURSABLE EXPENSES

Payment for reimbursable expenses in accordance to County Contract Section 6.7.1.1 may be included in each progress payment or billed to the client on a monthly basis. Reimbursable expenses, in a "not to exceed fee" of **\$14,768.00** including all actual expenditures made by the Architect or his consultants for the project, which include, but are not limited to travel, special mailings, and all blue printing or reproductions including the regular prints noted within the contract above.

Contract Endnotes:

1. **Delivery of Final Documents may not be made available to the client from our office unless contracted service payments have been made in full prior to the client receipt of Final Documents.**

NETTA ARCHITECTS, LLC



NICHOLAS J. NETTA, AIA, NCARB
PRESIDENT

December 9, 2025
DATE

Initial _____

ATTACHMENTS:

1. Netta Architects, LLC – Hourly Rate Sheet & Multiplier Sheet
2. Netta Architects, LLC – Exhibit A-1 – Fee Breakdown
3. Netta Architects, LLC – Man Hour Tabulation
4. Netta Architects, LLC – Disclosure of Ownership Interest
5. Netta Architects, LLC – Non-Governmental Entity Human Trafficking Affidavit
6. Brown & Phillips, Inc. – Fee Proposal (inclusive of Man Hours Tabulation & Multiplier Sheet)
7. Lubin Elite Engineering – Civil Fee Proposal (inclusive of Man Hours Tabulation & Multiplier Sheet)
8. Jezerinac Group, PLLC – Fee Proposal (inclusive of Man Hours Tabulation & Multiplier Sheet)
9. Hammond & Associates Inc. – Fee Proposal (inclusive of Man Hours Tabulation & Multiplier Sheet)
10. SpectrumHaven, LLC – Fee Proposal (inclusive of Man Hours Tabulation & Multiplier Sheet)
11. Edward Dugger & Associates, PA, dba ED+A Acoustics – Fee Proposal (inclusive of Man Hours Tabulation & Multiplier Sheet)
12. SOCOTEC Consulting, Inc. – Fee Proposal (inclusive of Man Hours Tabulation & Multiplier Sheet)
13. Conflict of Interest Disclosure Form – Netta Architects, LLC.
14. Conflict of Interest Disclosure Form – Brown & Phillips, Inc.
15. Conflict of Interest Disclosure Form – Lubin Elite Engineering
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20. Conflict of Interest Disclosure Form – SOCOTEC Consulting, Inc.
21. OEBO Schedule 1 – Netta Architects
22. OEBO Schedule 2 – Brown & Phillips, Inc
23. OEBO Schedule 2 – Lubin Elite Engineering
24. OEBO Schedule 2 – Jezerinac Group, PLLC
25. OEBO Schedule 2 – Hammond & Associates Inc.
26. OEBO Schedule 2 – SpectrumHaven, LLC
27. OEBO Schedule 2 – Edward Dugger & Associates, PA, dba ED+A Acoustics
28. OEBO Schedule 2 – SOCOTEC Consulting, Inc.
29. Netta Architects, LLC – Certificate of Liability Insurance

HOURLY RATES

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
President	114.04	2.85	325.00
Senior Principal	103.51	2.85	295.00
Principal	96.49	2.85	275.00
Senior Manager	91.23	2.85	260.00
Project Manager	87.72	2.85	250.00
Interior Designer	85.96	2.85	245.00
Project Architect	85.96	2.85	245.00
Designer Level III	70.18	2.85	200.00
Designer Level II	63.16	2.85	180.00
Designer Level I	52.63	2.85	150.00
Draftsman	35.09	2.85	100.00
Engineer	54.39	2.85	155.00
Clerical	26.32	2.85	75.00

MULTIPLIER CALCULATIONS

Salary		1.000
Fringe Benefits		.35
Overhead		1.24
Subtotal		2.59
Profit (10%)		.26
Total Multiplier		2.85

Contract Multiplier of **2.85** is provided per Resolution

Certification

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

Signature

December 9, 2025
Date

Nicholas J. Netta, AIA, NCARB
President & CEO

Initial _____

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Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
President	114.04	2.85	325.00
Senior Principal	103.51	2.85	295.00
Principal	96.49	2.85	275.00
Senior Manager	91.23	2.85	260.00
Project Manager	87.72	2.85	250.00
Interior Designer	85.96	2.85	245.00
Project Architect	85.96	2.85	245.00
Designer Level III	70.18	2.85	200.00
Designer Level II	63.16	2.85	180.00
Designer Level I	52.63	2.85	150.00
Draftsman	35.09	2.85	100.00
Engineer	54.39	2.85	155.00
Clerical	26.32	2.85	75.00

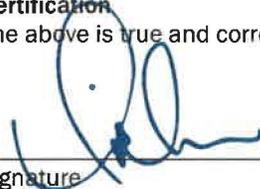
MULTIPLIER CALCULATIONS

Salary		1.000
Fringe Benefits		.35
Overhead		1.24
Subtotal		2.59
Profit (10%)		.26
Total Multiplier		2.85

Contract Multiplier of **2.85** is provided per Resolution

Certification

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



October 28, 2025
 Date

Nicholas J. Netta, AIA, NCARB
 President & CEO

Initial _____

EXHIBIT A-1

2024-006280
 Palm Beach County, North County Courthouse, Renovation
FEE BREAKDOWN

FEE BREAKDOWN - "BASIC" SERVICES							
	Phase I Pre-Design	Phase II Schematic Design	Phase III Design Development	Phase IV Contract Documents	Phase V Permit , Bidding	Phase VI Construction Adm.	Total (By Discipline)
Architectural incl FFE Coord: Netta Architects	\$47,300.00	\$39,417.00	\$59,125.00	\$157,667.00	\$11,825.00	\$78,833.00	\$394,167.00
MEP / Fp: Hammond & Assoc.	\$12,500.00	\$31,350.00	\$67,725.00	\$87,700.00	\$9,750.00	\$41,808.00	\$250,833.00
Structural: Jezerinac Group	\$3,500.00	\$13,340.00	\$18,470.00	\$25,495.00	\$2,931.00	\$7,930.00	\$71,666.00
Total By Phase:	\$63,300.00	\$84,107.00	\$145,320.00	\$270,862.00	\$24,506.00	\$128,571.00	\$716,666.00

FEE BREAKDOWN - "ADDITIONAL TO BASIC" SERVICES							
	Phase I Pre-Design	Phase II Schematic Design	Phase III Design Development	Phase IV Contract Documents	Phase V Permit , Bidding	Phase VI Construction Adm.	Total (By Discipline)
Programming: Netta Architects	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00
Measured Drawing: Netta Architects	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00
Wayfinding/Signage: Netta Architects	\$0.00	\$2,210.00	\$3,060.00	\$7,310.00	\$1,020.00	\$3,400.00	\$17,000.00
Estimating: Netta Architects	\$0.00	\$14,000.00	\$15,000.00	\$9,000.00	\$0.00	\$0.00	\$38,000.00
Lobby Circular Stair: Netta Architects	\$0.00	\$6,500.00	\$3,000.00	\$9,000.00	\$0.00	\$0.00	\$18,500.00
Cross Coordination: Netta Architects	\$3,119.00	\$2,599.00	\$3,898.00	\$10,396.00	\$780.00	\$5,198.00	\$25,990.00
Surveying: Brown & Phillips	\$5,017.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,017.00
Site Plan Review: Lubin Elite	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Civil Engineering: Lubin Elite	\$0.00	\$0.00	\$8,955.00	\$11,430.00	\$4,975.00	\$4,630.00	\$29,990.00
Lighting Bank Drop Off and Emergency. Gen.: Hammond & Assoc.	\$0.00	\$6,300.00	\$9,800.00	\$11,900.00	\$1,400.00	\$5,600.00	\$35,000.00
Peer Review: SOCOTEC	\$0.00	\$0.00	\$14,960.00	\$0.00	\$0.00	\$0.00	\$14,960.00
Add Alt #1 CCTV CROSS COORD: SpectrumHaven	\$0.00	\$0.00	\$0.00	\$4,892.00	\$2,015.00	\$0.00	\$6,907.00
Voice/Data, IT, Security: SpectrumHaven	\$0.00	\$0.00	\$15,204.00	\$16,367.00	\$6,232.00	\$5,200.00	\$43,003.00
Acoustical: ED+A & Assoc.	\$0.00	\$0.00	\$7,425.00	\$6,600.00	\$825.00	\$1,650.00	\$16,500.00
Total By Phase:	\$25,136.00	\$31,609.00	\$81,302.00	\$86,895.00	\$17,247.00	\$25,678.00	\$267,867.00

Total Services (Basic + Additional to Basic)		\$984,533.00
Expenses	1.5%	\$14,768.00
Grand Total:		\$999,301.00

CONSULTANT - NETTA ARCHITECTS

TASK DESCRIPTION	PRINCIPAL \$275	PROJECT MANAGER \$250	DESIGNER LEVEL III \$200	INTERIOR DESIGN \$245	DRAFTSMAN \$100	TOTAL HOURS
NETTA ARCHITECTURAL BASIC SERVICES						
Phase I Pre-Design	40.00	113.20	40.00	0.00	0.00	193
Phase II Schematic Design	30.00	80.00	55.84	0.00	0.00	166
Phase III Design Development	40.00	60.00	100.00	0.00	131.25	331
Phase IV Contract Documents	70.00	120.00	250.00	120.00	290.17	850
Phase V Permit/Bidding	4.00	20.00	28.63	0.00	0.00	53
Phase VI Construction Admin	39.39	120.00	180.00	0.00	0.00	349
PHASE IA Subtotal	223	613	664	120	421	1942
FEE	\$61,433	\$128,300	\$132,892	\$29,400	\$42,142	\$394,167
I. PRE-DESIGN (Additional to Basic Services)						
Programming	4.00	25.60	0.00	0.00	0.00	30
Measured Drawings	0.00	16.00	0.00	0.00	40.00	56
Wayfinding / Signage	0.00	0.00	0.00	0.00	0.00	0
Estimating	0.00	0.00	0.00	0.00	0.00	0
Lobby Circular Stair	0.00	0.00	0.00	0.00	0.00	0
Cross Coordination	0.00	12.48	0.00	0.00	0.00	12
PHASE I Subtotal	4	54	0	0	40	98
FEE	\$1,100	\$13,619	\$0	\$0	\$4,000	\$18,619
II. SCHEMATIC DESIGN (Additional to Basic Services)						
Programming	0.00	0.00	0.00	0.00	0.00	0
Measured Drawings	0.00	0.00	0.00	0.00	0.00	0
Wayfinding / Signage	0.00	0.00	11.05	0.00	0.00	11
Estimating	50.91	0.00	0.00	0.00	0.00	51
Lobby Circular Stair	0.00	10.00	20.00	0.00	0.00	30
Cross Coordination	0.00	10.40	0.00	0.00	0.00	10
PHASE II Subtotal	51	20	31	0	0	102
FEE	\$14,000	\$5,099	\$6,210	\$0	\$0	\$25,309
III. DESIGN DEVELOPMENT (Additional to Basic Services)						
Programming	0.00	0.00	0.00	0.00	0.00	0
Measured Drawings	0.00	0.00	0.00	0.00	0.00	0
Wayfinding / Signage	0.00	12.24	0.00	0.00	0.00	12
Estimating	54.55	0.00	0.00	0.00	0.00	55
Lobby Circular Stair	8.00	3.20	0.00	0.00	0.00	11
Cross Coordination	0.00	15.59	0.00	0.00	0.00	16
PHASE III Subtotal	63	31	0	0	0	94
FEE	\$17,200	\$7,758	\$0	\$0	\$0	\$24,958
IV. CONTRACT DOCUMENTS (Additional to Basic Services)						
Programming	0.00	0.00	0.00	0.00	0.00	0
Measured Drawings	0.00	0.00	0.00	0.00	0.00	0
Wayfinding / Signage	6.00	14.00	10.80	0.00	0.00	31
Estimating	32.73	0.00	0.00	0.00	0.00	33
Lobby Circular Stair	4.00	12.00	24.50	0.00	0.00	41
Cross Coordination	12.00	24.00	5.48	0.00	0.00	41
PHASE IV Subtotal	55	50	41	0	0	146
FEE	\$15,050	\$12,500	\$8,156	\$0	\$0	\$35,706
V. PERMITTING AND BIDDING (Additional to Basic Services)						
Programming	0.00	0.00	0.00	0.00	0.00	0
Measured Drawings	0.00	0.00	0.00	0.00	0.00	0
Wayfinding / Signage	0.00	0.00	5.10	0.00	0.00	5
Estimating	0.00	0.00	0.00	0.00	0.00	0
Lobby Circular Stair	0.00	0.00	0.00	0.00	0.00	0
Cross Coordination	0.00	3.12	0.00	0.00	0.00	3
PHASE V Subtotal	0	3	5	0	0	8
FEE	\$0	\$780	\$1,020	\$0	\$0	\$1,800
VI. CONSTRUCTION ADMINISTRATION (Additional to Basic Services)						
Programming	0.00	0.00	0.00	0.00	0.00	0
Measured Drawings	0.00	0.00	0.00	0.00	0.00	0
Wayfinding / Signage	0.00	8.00	7.00	0.00	0.00	15
Estimating	0.00	0.00	0.00	0.00	0.00	0
Lobby Circular Stair	0.00	0.00	0.00	0.00	0.00	0
Cross Coordination	6.00	14.19	0.00	0.00	0.00	20
PHASE VI Subtotal	6	22	7	0	0	35
FEE	\$1,850	\$5,548	\$1,400	\$0	\$0	\$8,598
Summary						
Phases I, II, III, IV, V and VI Subtotal	402	694	748	120	461	2425
Total Hours						2425
Hourly Rates	\$275	\$250	\$200	\$245	\$100	
Subtotal	\$110,433	\$173,604	\$149,678	\$29,400	\$46,142	\$509,167
Reimbursable Expense Allowance						\$8,734
TOTAL COST						\$517,891



April 2, 2025

Ms. Juliette L. Schiff
Netta Architects
One Park Place
621 NW 53rd Street, Suite 270
Boca Raton, FL 33487

**Re: North County Courthouse Renovation at 3188 PGA Boulevard in Palm Beach Gardens
Palm Beach County Project No. P-2024-006280 – Specific Purpose Survey**

Dear Julie:

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

I. HORIZONTAL PROJECT NETWORK CONTROL

The survey will be oriented to Palm Beach County horizontal control (NAD 83/11 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department. No boundary work is proposed.

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed onsite using the existing Palm Beach County benchmarks (NAVD 1988). At least two benchmarks will be set onsite.

III. TIE IN IMPROVEMENTS AND CROSS SECTIONS

A specific purpose survey will be done at the site for the area outlined in red on Attachment 'B' tying in all visible and attainable fixed improvements and utilities. This will include but not be limited to buildings, pavement, walks, utilities, overhead wires (horizontal location only), outline of landscaped areas, lakes, canals and drainage structures. We will obtain elevations on the site on an approximate one hundred (100) foot grid. We will locate sufficient points to give an accurate representation of the lay of the land. Approximate limits of the survey are shown outlined in red on Attachment 'B'.

IV. AS-BUILT

We will attempt to get as-built information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

V. TREE SURVEY

No tree locations are proposed.

VI. ITEMS NOT INCLUDED

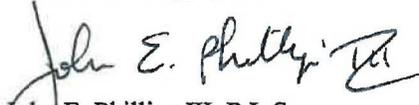
The specific purpose survey will **not** include the following items:

- a. Location of underground utilities (sub-surface designation)
- b. Sub-surface foundations of structures
- c. Storm and sanitary sewer inverts of recessed or debris-filled structures
- d. Roof drains
- e. Sprinkler heads
- f. Overhead clearances (signal heads, wires, bridges, roofs, overhangs, walkways, etc.)
- g. Temporary features such as trailers, movable barriers/fences, solar lighting, etc.

VII. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Netta Architects 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 \$5,017** (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.


John E. Phillips III, P.L.S.
Principal

Attachment

JEP/mb

This Proposal accepted this ____ day of _____, 2025

By: _____
Netta Architects

Print Name: _____

Title: _____



BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

ATTACHMENT 'A'

**North County Courthouse Renovation at 3188 PGA Boulevard in Palm Beach Gardens
Palm Beach County Project No. P-2024-006280**

Type of Survey: Specific Purpose

Date: April 2, 2025

TASK	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination					
Horizontal Project Network Control	4		0.5		Set control points
Vertical Project Network Control	8		1		Establish onsite benchmarks
Tie In Improvements, Cross Sections and As-builts	6		2	0.5	All above ground features, 100' cross sections & spot elevations, obtain asbuilt data
Drawing		7	2	1	Prepare specific purpose survey
Address comments			2	1	
Total Hours:	18	7	7.5	2.5	
Rate/Hour	\$163.86	\$114.00	\$114.00	\$165.72	
Subtotal:	\$2,949.48	\$798.00	\$855.00	\$414.30	
Total Labor Cost:					\$5,016.78

Other Direct Costs:

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

Total Other Direct Costs:

\$0.00

TOTAL PRICE

\$5,017



ROVNN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

**North County Courthouse Renovations
Palm Beach County Project Number 2024-006280
Labor Rates by Personnel Classification**

Subconsultant Name: Brown & Phillips, Inc.
Date: March 11, 2025

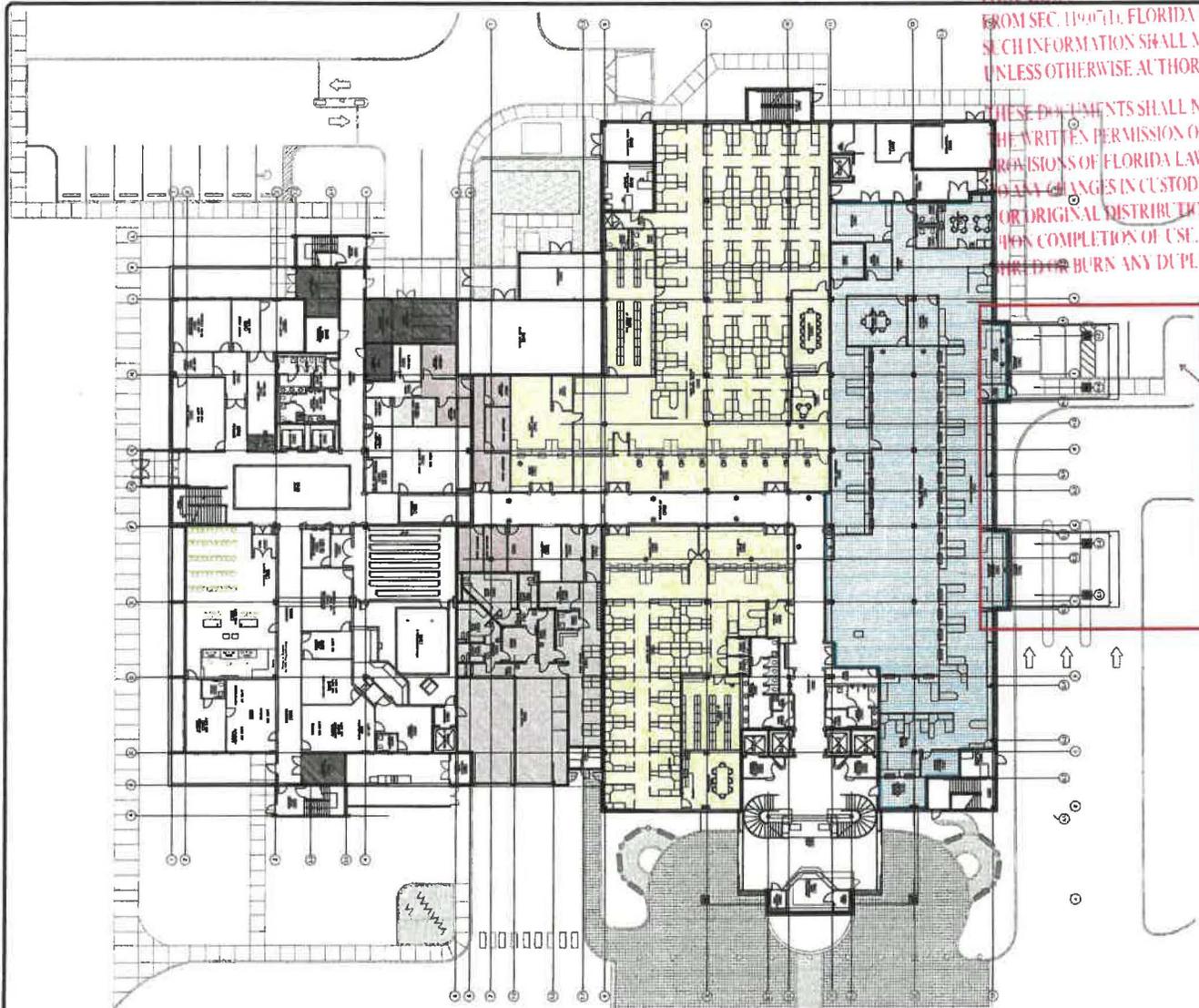
Labor Classification	Direct Salary Cost (per hour)	3.0 Multiplier	Labor Billing Rate
Professional Land Surveyor	\$55.24	3.0	\$165.72
Survey Technician	\$38.00	3.0	\$114.00
CAD Technician	\$38.00	3.0	\$114.00
Survey Crew (3 person)	\$65.60	3.0	\$196.80
Survey Crew	\$54.62	3.0	\$163.86

Overhead & Profit Multiplier: 3.00

Preparation of Legal Descriptions & Sketches \$650.00 each
Small All Terrain Vehicle Rental \$100.00 per day
Small Boat for soundings \$60.00 per day

DISCLOSURE WARNING - THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL FROM SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY.

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PREVIOUS TELLER LANES ARE TO BE CONVERTED TO EXTERIOR EMPLOYEE BREAK AREA.

NORTH COUNTY COURTHOUSE: FIRST FLOOR EXISTING OCCUPANCY PLAN

SCALE: 1/4" = 1'-0"

SPACE ANALYSIS	1st FLOOR SF
COURT ADMINISTRATION	17,820 SF
CLERK OF COURT	18,000 SF
VICTIM SERVICES	1,825 SF
FSSO COURT SERVICES	3,490 SF
TAX COLLECTOR	10,100 SF


PALM BEACH COUNTY
 PLANNING DEPARTMENT
Space and Interior Planning
 1001 Palm Beach Pkwy
 West Palm Beach, Florida
 (561) 255-2010

PALM BEACH COUNTY
NORTH COUNTY GOV CENTER
 1st FLOOR PLAN

1

revisions

date: 10/25/2015
 author: NTL
 checked:

sheet:
 1 of 2
 project no.

September 29, 2025

Mr. Nicholas Netta, AIA
Netta Architects, LLC
621 NW 53RD Street, Suite 270
Boca Raton, Florida 33487

*RE: North County Courthouse Renovations ("Project")
PBC Project #2024-006280
Civil Engineering Proposal
Lubin Elite Project No. 24-0078*

Dear Nicholas,

Thank you for this opportunity for Lubin Elite Engineering, LLC ("Lubin Elite" or the "Firm") to present this Contract to Netta Architects, LLC ("Client", "Architect" or "You") for Professional Engineering Services which Lubin Elite will provide in connection with the above referenced Project for Palm Beach County ("Owner", or "PBC", or "County"). As we understand at this time based upon the details and guidance you have provided, Owner is proposing to develop the +/- 9.77-acre parcel with minor improvements of PBC North County Courthouse located at 3188 PGA Boulevard, Palm Beach Gardens, FL 33410 (PCN 52-43-42-06-24-000-0010), Our project understanding, scope of services, and fees are below.

PROJECT DESCRIPTION

It is understood that Netta Architects, LLC has an active Services Contract with Palm Beach County, and the project is assigned to the Architect under this Contract for the renovation of the North County Courthouse.

The Civil Engineering components of the renovation work is to include an exterior break area for the employees near the existing drive-thru teller lanes. The civil scope will be limited to adding a 6" pad for the proposed exterior break area, grading of the new exterior break area, pervious and impervious calculations, and adding a note to the plans for general contractor to vacuum out/jet out existing storm sewer underground pipe only as related to the parking lot.

The project is located at 3188 PGA Boulevard, Palm Beach Gardens, FL 33410 (PCN 52-43-42-06-24-000-0010), and the total site area is 9.77-acre per Palm Beach County Property Appraiser office.

SCOPE OF SERVICES

The scope of the services, as detailed below, consist of the following: Pre-Design, Design Development, Contract Documents, Permit & Bidding, and Construction Administration.

ASSUMPTIONS

This Contract is based upon the Firm's following assumptions:

- Proposed improvements do not surpass 50% or more of existing improvements value. Entire site is not required to be brought up to current code (assuming existing site is legal non-conforming).
- Information provided is based upon existing Boundary/Topographic & Tree survey which the Owner must provide (CAD and PDF Format) and may also be based upon currently available GIS site

7154 N. University Drive | Suite 131 | Tamarac, FL 33321 | (954) 536-9058

topography, and other publicly available information related to infrastructure capacity and other regulatory criteria.

- Stormwater system will remain as is and will not be renovated. Stormwater design & report is not included and if required, the scope of Services will be provided to the Client under a separate document.
- Offsite work is not included and if required, the scope of Services will be provided to the Client under a separate document.
- If significant modifications are made to the site plan during plan preparation or significant modifications are required as a result of completing plan production and permit submittals concurrently or as a result of significant changes in previously provided Owner direction, Additional Services will be required.
- It is assumed that entitlements and site plan modification are not required with the City of Palm Beach Gardens. If a formal site plan modification process is determined to be necessary, Additional services will be required.
- Traffic analyses, traffic engineering, and other traffic related scope are specifically excluded.
- Utility connections and modifications are not anticipated in this scope of work and are specifically excluded.
- It is anticipated that the project will require only a Florida Department of Environmental Protection (FDEP) 10/2 Self-Certification with improvements in a modified area less than ten (10) acres of total area and less than two (2) acres of impervious area. If permitting with the SFWMD is determined to be necessary, Additional Services will be required.
- Completion and submittal of National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) will be completed by the Owner's Contractor. Completion and record keeping of NPDES maintenance records, daily/weekly/rainfall determined reports, and filing of the Notice of Terminations are responsibility of the Client's Contractor.
- LEED Certification scope or work on credits is specifically excluded.
- No retaining walls or site structures are anticipated. Should they be required to facilitate building design conditions, design will be provided by the Architect's structural engineer or as Additional Services.
- All site contamination issues, groundwater contamination, and monitoring are the responsibility of the Owner. Environmental work, such as Phase I or Phase II Environmental Site Assessments and Natural Resource Assessments, species specific surveys, species permitting, species relocation services, wetland delineation, wetland permitting, landfill, and contamination are not included and, if needed, will require Additional Services.
- This scope specifically excludes the creation of separate written specifications. All details and specifications will be on the plans or references to the applicable details and specifications of the agencies having jurisdiction.
- Lubin Elite shall exercise the professional standard of care in it's efforts to comply with laws and regulations in effect as the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle Lubin Elite to reasonable adjustments in schedule and compensation. The Client acknowledges that the laws and regulations of various

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governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance Lubin Elite's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.

The Firm's services as set forth herein include preparing the initial site engineering documents, construction documents for submission, permitting assistance, construction administration, and to assist the Client in the processing of the forms necessary to initiate application to the appropriate permitting entities of these improvements whose scope is defined herein. For clarity, we have delineated the Firm's services in the following phases:

PHASE 1 – PRE - DESIGN

Lubin Elite will provide the following coordination services prior to implement any design:

- Conduct a review of the existing approved site plan.

PHASE 2 - DESIGN DEVELOPMENT

Lubin Elite will prepare a design development package utilizing the approved schematic site plan approved by Client as a base. The Firm will prepare the design development package with additional detail in accordance with City of Palm Beach Gardens Zoning Ordinance, the program and applicable regulatory criteria such as buffers and setbacks, and allowable points of ingress and egress.

The design development package will include:

- Refined Site Plan will be prepared per the Jurisdiction and will include detailed dimensions and call-outs for the key site elements.
- Preliminary Paving & Grading Plan detailing the grading of the site.

For the purpose of this Contract, this scope of services includes one (1) initial submission to the Client for review and one (1) subsequent submission for the Client's approval prior to proceeding to the next phase of the design process.

PHASE 3 - CONTRACT DOCUMENTS

Upon authorization from Client, the Firm will proceed with preparing this phase based on the schematic layout plan which the Client has approved. This scope of services includes the preparation of the Final Engineering documents to submit to the City of Palm Beach Gardens.

- Cover Sheet** – This sheet is prepared in accordance with the standard City of Palm Beach Gardens cover sheet.
- Site/Layout/Pavement Marking and Signage Plan** – This includes the further enhancement of the schematic layout plan which the Client has approved and will include detailed dimensions for the key site elements for the Project surveyor to utilize to provide a field layout for construction. Also included is the final pavement marking and signage items including details and specifications.
- Paving & Grading Plan** – This scope of services includes final detailing of the plan including final grading, specifications, general notes and required information for final permits and construction.

- D. Construction Details** – This scope of services includes further enhancement of the construction plans to include additional details, notes, sections and specifications for construction.

Lubin Elite will make revisions to the Final Site and Engineering Plans, per regulatory agency's written requests. This includes up to two (2) code related plan revisions for jurisdictional agency listed below.

- City of Palm Beach Gardens

PHASE 4 - PERMIT, BIDDING

This scope of services will include assisting the Client in completing and preparing application forms for the City of Palm Beach Gardens during the application process. This will also include assisting the Client in preparing agent authorization forms, permitting narratives, check requests, electronic and hard copy submittals, and other documents during the course of the Project to submit.

Lubin Elite anticipates up to two (2) sets of comments (RFI's) total to cover the agency listed above during the permitting review process.

Lubin Elite will assist the client throughout the bidding process as necessary

- preparation of bid set of plans
- attendance at one (1) pre-construction bid meeting
- attendance at one (1) final bid meeting
- Review and response of up to two (2) RFI's/Contractor coordination services, including general coordination with the Contractor. Services do not include plan revisions or permitting services related to Contractor RFI's. Lubin Elite reserves the right to supplement this Contract with an amendment for services for such plan revisions or permitting services should they arise. This will be subject to review and approval by the Client prior to Lubin Elite proceeding with the work scope for additional services.

PHASE 5 - CONSTRUCTION ADMINISTRATION

Professional Engineering Services related to construction administration and visual observation. The following scope of services are included within the estimated hours:

- Attendance at pre-construction meetings.
- Attendance at no more than two (2) site visits consisting of one (1) hour each visit during the construction process for general observation of then-existing site work and observation of testing utilities. Inspections are to be provided under this scope as well.
- Review and response coordination services, including general coordination with the Contractor.

PHASE 998 - REIMBURSABLE EXPENSES

The following are anticipated reimbursable expenses that may be required during the course of this Project. These expenses include, but are not limited to, postage, Federal Express, application fees, escrow fees, mileage, travel expenses, printing, plotting, etc. Since it is impossible to estimate the exact amount, or type, of reimbursable expenses that may be required for this Project, the Firm is providing a reimbursable budget equal to 1.5% of the total job cost.

If, during the course of this Project, the Firm or Client determines that the reimbursable budget is inadequate to cover the necessary expenses, Lubin Elite will submit a change order to adjust the budget accordingly.

Miscellaneous Reimbursable Expenses:

Postage/Federal Express & Printing Supplies	\$Cost
Mileage Reimbursement*	\$0.70/mile
Travel (Hotel, Airfare, Meals)	\$Cost
Printing	\$3.50/sheet
Printing Supplies (Binders, Dividers, etc)	\$Cost
Computer Mylars/Color Plots	\$20.00/sheet
Outside Services or Fees	\$Cost + 15%
Transparencies	\$0.60/each
Photo Copies	\$0.10/each
Color Photo Copies	\$1.50/each
Exhibit Lamination (24" x 36" or larger)	\$50.00/each
Color Aerial Photo Plots (24" x 36" or larger)	\$40.00/each
USBs	\$5.00

Lubin Elite estimates the fees for the Project to be as follows:

<u>WORKSCOPE</u>	<u>FEE</u>	<u>Percentage (%)</u>
• Phase 1 - Pre-Design	\$1,500.00	5%
• Phase 2 - Design Development	\$8,815.00	28%
• Phase 3 - Contract Documents	\$11,430.00	36%
• Phase 4 - Permit, Bidding	\$5,055.00	16%
• Phase 5 - Construction Administration	\$4,690.00	15%
Subtotal	\$31,490.00	100%
• Reimbursable Expenses	\$472.00	1.5%
TOTAL FEE	\$31,962.00	101.5%

Lump sum fees provided herein do not include revisions to documents at the Client's request, or revisions or effort required as a result Jurisdictional review agencies' subjective comments.

The pricing described in this Contract is valid and in effect for ninety (90) days from the date of this Contract. After ninety (90) days, the Firm has the right to modify and/or increase the pricing described herein. Further, if all of the scopes of Service described in this Contract are not authorized in their entirety within ninety (90) days of the date the Client authorizes the first scope of Service, pricing for any unauthorized phases or scopes of Service are subject to the Firm's modification and/or increase.

Any substantial changes made to the Project that are initiated by Client, government staff, or by extenuating circumstances beyond the engineer's control, will require an amendment in the scope of this contract including related costs and timing.

Should additional services be required, beyond what is described in this Contract, a Contract Amendment will be prepared for the Client to execute and additional services will commence upon the Client's or the Client Representative's written authorization.

Thank you again Nicholas for the opportunity to provide our Contract for Professional Services on this Project. We are eager to establish a relationship with Netta Architects, LLC.

If you have any questions or comments or wish to discuss this Contract in further detail, please feel free to contact us at 954-536-9058 at your convenience.

Sincerely,

Lens Joshua Lubin, PE
President



- Exhibit A: Aerial View of Site
- Exhibit B: Lubin Elite Engineering, LLC Hourly Rate Schedule
- Exhibit C: Person-Hourly Estimate
- Exhibit D: PBC Conflict of Interest Disclosure Form
- Exhibit E: OEBO Letter of Intent – Schedule 2

ACCEPTED BY:

NETTA ARCHITECTS, LLC

By: _____ (date)
(client/company officer)

Exhibit A
Aerial View of Site



Exhibit B
Lubin Elite Engineering, LLC
Hourly Rate

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	\$89.47/hour	2.85	\$255.00/hour
Chief Engineer	\$75.44/hour	2.85	\$215.00/hour
Project Manager	\$66.67/hour	2.85	\$190.00/hour
Project Engineer	\$56.14/hour	2.85	\$160.00/hour
Engineer II	\$47.37/hour	2.85	\$135.00/hour
CAD Designer	\$43.86/hour	2.85	\$125.00/hour
Engineer I	\$43.86/hour	2.85	\$125.00/hour
Engineering Technician	\$29.82/hour	2.85	\$85.00/hour
Office Administration/Clerical	\$28.07/hour	2.85	\$80.00/hour

Multiplier Calculations

Salary	1.00
Fringe Benefits	.35
Overhead	1.24
Subtotal	2.59
Profit (10%)	.26
Total Multiplier	2.85

Contract Multiplier of 2.85 is provided per Resolution

Certification:

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

April 14, 2025

Signature

Date

Lens Joshua Lubin, President

Name, Title

Exhibit C
Person-Hourly Estimate

Person – Hours Estimate									
Task Description	Principal	Chief Engineer	Project Manager	Project Engineer	Engineer II	CAD Designer	Engineer I	Engineering Technician	Office Administration/ Clerical
Pre-Design									
Site Plan Review	2	1	2		2		1		
Total Hours:	2	1	2		2		1		
Hourly Rate:	\$255.00	\$215.00	\$190.00	\$160.00	\$135.00	\$125.00	\$125.00	\$85.00	\$80.00
Subtotal Cost:	\$510.00	\$215.00	\$380.00		\$270.00		\$125.00		
Design Development									
Design Plans	2	6	1.5		4	3	20		
Address Palm Beach Gardens Comments			1.5			1	10		
Meetings	5		2						
Total Hours:	7	6	5		4	4	30		
Hourly Rate:	\$255.00	\$215.00	\$190.00	\$160.00	\$135.00	\$125.00	\$125.00	\$85.00	\$80.00
Subtotal Cost:	\$1,785.00	\$1,290.00	\$950.00		\$540.00	\$500.00	\$3,750.00		
Contract Documents									
Construction Document Plans	2	6	4		6	8	24		
Address Palm Beach Gardens Comments			4		2	2	8		
Meetings	4		4						
Total Hours:	6	6	12		8	10	32		
Hourly Rate:	\$255.00	\$215.00	\$190.00	\$160.00	\$135.00	\$125.00	\$125.00	\$85.00	\$80.00
Subtotal Cost:	\$1,530.00	\$1,290.00	\$2,280.00		\$1,080.00	\$1,250.00	\$4,000.00		
Permit, Bidding									
Permitting Submittals/Assistance			3		4		6		5
Bidding Assistance	1		2				2		4
Meetings	4		3						
Total Hours:	5		8		4		8		9
Hourly Rate:	\$255.00	\$215.00	\$190.00	\$160.00	\$135.00	\$125.00	\$125.00	\$85.00	\$80.00
Subtotal Cost:	\$1,275.00		\$1,520.00		\$540.00		\$1,000.00		\$720.00
Construction Administration									
Site Visits			4				5		
RFI Reviews	1		2				4		
General Coordination	2		2				2		
Certifications	2		2						1.75
Total Hours:	5		10				11		1.75
Hourly Rate:	\$255.00	\$215.00	\$190.00	\$160.00	\$135.00	\$125.00	\$125.00	\$85.00	\$80.00
Subtotal Cost:	\$1,275.00		\$1,900.00				\$1,375.00		\$140.00
Total Hours	25	13	37		18	14	82		10.75
Total Cost	\$6,375.00	\$2,795.00	\$7,030.00	\$	\$2,430.00	\$1,750.00	\$10,250.00	\$	\$860.00

Total Hours	199.75
Total Cost	\$31,490.00



September 23, 2025

Ms. Rossana Petreccia
Business Development/ Client Manager
Netta Architects
621 NW 53rd Street, Suite 270
Boca Raton, Florida 33487
rpetreccia@nettaarchitects.com

REFERENCE: PBC NORTH COUNTY COURTHOUSE
Palm Beach County, Florida
PROPOSAL FOR STRUCTURAL DESIGN SERVICES

Dear Ms. Petreccia,

Thank you for inviting Jezerinac Group, PLLC to provide this proposal to Netta Architects (the Client) for structural engineering services in relation to PBC North County Courthouse (the Project).

Jezerinac Group, PLLC (JG) is a firm that specializes in delivering sophisticated structural engineering services to Architects, Builders, Owners, and their Representatives. Since its inception in 2014, the firm has grown rapidly and currently serves a multitude of well-respected high-profile architects, owners, and contractors on a multitude of public and privately funded projects in the commercial, residential, hospitality, industrial, educational, religious, healthcare, and sports and entertainment markets.

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

I. Project Description

Our fee proposal is based on information provided to us in Client’s emails dated February 12, 2025, which included the original RFQ published by Palm Beach County. To summarize in general terms, the project consists of the structural design for the renovation and addition to the existing courthouse and administrative building. Planned improvements include renovations to the public lobby, interior offices, creation of first floor judicial restrooms, modifications to building systems and re-roofing.

II. Scope of Services

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

III. Fees

We propose to perform the above Scope of Services for the Lump Sum Fees listed below plus reimbursable expenses as defined by AIA B104.

Pre-Design			
Position	Rate	Hours	Total
Senior Principal	\$290.00	8	\$2,320.00
Associate	\$175.00	4	\$700.00
Administrative Support Staff	\$80.00	6	\$480.00
Total:			\$3,500.00



Schematic Design			
Position	Rate	Hours	Total
Senior Principal/ President	\$290.00	10	\$2,900.00
Associate	\$175.00	21	\$3,675.00
Design Engineer II	\$120.00	39	\$4,680.00
Building Information Modeler (BIM) Manager	\$165.00	9	\$1,485.00
Administrative Support Staff	\$80.00	7.5	\$600.00
Total:			\$13,340.00

Design Development			
Position	Rate	Hours	Total
Senior Principal/ President	\$290.00	10	\$2,900.00
Associate	\$175.00	40	\$7,000.00
Design Engineer II	\$120.00	51	\$6,120.00
Building Information Modeler (BIM) Manager	\$165.00	10	\$1,650.00
Administrative Support Staff	\$80.00	10	\$800.00
Total:			\$18,470.00

Construction Documents			
Position	Rate	Hours	Total
Senior Principal/ President	\$290.00	19	\$5,510.00
Associate	\$175.00	49	\$8,575.00
Design Engineer II	\$120.00	59	\$7,080.00
Building Information Modeler (BIM) Manager	\$165.00	18	\$2,970.00
Administrative Support Staff	\$80.00	17	\$1,360.00
Total:			\$25,495.00

Bidding/Permitting			
Position	Rate	Hours	Total
Senior Principal/ President	\$290.00	5	\$1,450.00
Associate	\$175.00	3	\$525.00
Design Engineer II	\$120.00	6	\$720.00
Administrative Support Staff	\$80.00	3	\$240.00
Total:			\$2,931.00



Ms. Rossana Petreccia
 Netta Architects
 Re: PBC North County Courthouse
 September 23, 2025
 Page 3 of 4

Construction Administration			
Position	Rate	Hours	Total
Senior Principal/ President	\$290.00	9	\$2,610.00
Associate	\$175.00	16	\$2,800.00
Design Engineer II	\$120.00	17	\$2,040.00
Administrative Support Staff	\$80.00	6	\$480.00
Total:			\$7,930.00

• Pre- Design	\$3,500.00
• Schematic Design	\$13,340.00
• Design Development	\$18,470.00
• Construction Documents	\$25,495.00
• Permit/Bidding	\$2,931.00
• Construction Administration	\$7,930.00
• Reimbursable Expenses	\$1,075.00
Total: \$72,741.00	

For this project, we anticipate reimbursable expenses to include local travel, printing, and courier fees. For budgeting purposes, we estimate their total cost not to exceed \$1,075.00.

IV. Payment

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

V. Additional Services

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

VI. Standard Conditions

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



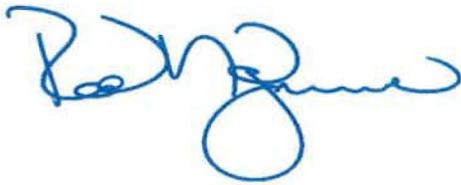
Ms. Rossana Petreccia
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Again, we would like to thank you for this opportunity and look forward to your favorable response to our proposal and are ready to get started.

Very Truly Yours,

JEZERINAC GROUP, PLLC

Accepted by: Netta Architects



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

(signature)

(printed)

(date)





EXHIBIT A

Basic Scope of Services – Structural Design

In general, our Basic Scope of Services includes the analysis and design of the primary structural frame and the secondary framing that supports the building enclosure. Documentation will include general notes, plans, sections, details, and specifications. The documentation will be generated using the Revit Structure platform with a Level of Detail 300 Building Information Model. The design of select systems will be delegated to the general contractor or subcontractor's engineer. In these cases, our documents will include adequate performance criteria, and we will review their work to ensure that all loads are delivered to the primary structural frame as intended. We will attend periodic design, coordination, and construction meetings in which the primary focus is the building structure. Meetings will be attended in person or via teleconference depending on the subject matter and availability of technology. During construction, we will review submittals and respond to inquiries related to the structure and will visit the site periodically to observe construction. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written directions to do so.

Schematic Design

- Provide a Basis of Design or Structural Narrative. This will include a summary of the design to be executed including a code assessment, identification of gravity and lateral loads imposed on the structure, description of gravity and lateral load resisting systems, the material selection including design properties, and a description of major analysis assumptions.
- Present viable framing schema for Architect and Construction Professionals to evaluate. Depending on project size and complexity, this may include preliminary general notes, design load maps, complete or partial foundation, and framing plans, identification of lateral load resisting system, conceptual sections, special detailing integral to the system, and outline specifications.
- Building Information Modeling Level of Detail 100:
 - Provide locations of structural grids (but defer grid ownership to the architect), walls, and columns. Framing members may be shown as BIM elements (but not sized) or linework to indicate framing directions only.
- Assist the Owner in selecting a Geotechnical Engineer. This may include the issuance of a Soil Boring Plan and provide requirements of the Soils Investigation Report.
- If Construction Professionals are on board at this stage, provide estimates of structural quantities for pricing.

Design Development

- Further refine Basis of Design or Structural Narrative.
- Select and further develop the chosen structural scheme.
- Prepare Design Development level drawings. This includes defining member proportions of depth and width via plan notes, elevations, or schedules allowing the Architect, Construction Professionals, and other Design Consultants to coordinate with the structure. This includes further development of the General Notes, finalization of design loads, Foundation Plans, elevated Framing Plans, elevations of Lateral Load Resisting System, Building Sections, and Typical Details.
- Building Information Modeling Level of Detail 200:
 - Provide locations of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. The approximate depths of structural members will be modeled. Exact member depths will not be finalized until the Construction Documents phase.
 - The model may be shared with the Client for preliminary clash detection.
 - Typical 2-D details will be used to depict the interaction between modeled elements.





EXHIBIT A

Basic Scope of Services – Structural Design

Construction Documents

- Issue drawings to the Building Department for Permit including General Notes, Wind Pressure Diagrams, full and partial Framing Plans, Framing Elevations, Building Sections, Member Schedules, and Details.
- Building Information Modeling Level of Detail 300:
 - Provide final location, elevation, and sizes of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. Framing members shall be sloped as required, excluding floors.
 - Openings in structural walls and roofs will be modeled with a tolerance of (+/- 1/8") from the architectural locations. Final locations will not be defined in the structural model.
 - The structural model may be shared with the Client for clash detection.
 - Examples of minor framing elements include, but are not limited to miscellaneous steel, joist bridging, curbs, sump pits, parapets, non-load-bearing partitions, pipe & sleeve penetrations, and any plan elements that are not visible at 1/8" scale. These elements will be depicted in 2-D details.
 - Elements of the building design which will be delegated to a specialty engineer will be modeled for general location purposes but shall be superseded by the specialty engineer's signed drawings. Delegate engineered roof trusses will not be modeled. They shall be depicted as line work in plan and in 2-D details.
 - Concrete reinforcing and structural steel connections will be depicted in schedules and details.
- Perform periodic in-house Quality Assurance Reviews.
- Provide up to three signed and sealed copies of the drawings to the Building Department.
- Respond to and revise documents as required for up to two rounds of comments by the Building Department.

Construction Administration

- Assist Construction Professionals in evaluating bids and proposals.
- Attend pre-construction conferences in person or via telephone before major structural sub-contractors commence work.
- Respond to written and verbal requests for clarification. When in writing, responses are to be transmitted electronically.
- Review submittals required by Construction Documents. All reviewed drawings are to be marked up and transmitted electronically.
- Review Testing and Special Inspection Reports. Testing and Inspection services to be procured by the Owner under a separate contract.
- Visit the site during the construction of the primary structural frame and the secondary framing that supports the building enclosure. The purpose of site visits is to observe construction progress and to assess general conformance with the design intent of the building. Site visits are not intended to be exhaustive and do not relieve Special Inspector of their sole responsibility to ensure that the building is being constructed per the Construction Documents.
- Provide Record Set of structural drawings. This includes compiling all changes and additions made to Construction Documents during construction.

Further Clarifications to Scope

The following items are specifically excluded from our Scope of Services:

- Attendance of meetings in which the building structure is not the primary focus of the meeting. This includes multi-disciplinary meetings where discussion of the structure is limited.
- Opinions and estimates of Cost of Work. The Owner shall retain a qualified Construction Professional to perform such services.
- Design of structural elements outside of the building footprint. This is including but not limited to site retaining walls, planter walls, spa and pool structures, signage walls, signage support, sidewalks, flag, and light poles and their supports.





EXHIBIT A

Basic Scope of Services - Structural Design

- Design and detailing of non-structural elements including waterproofing systems, ceiling framing, non-load-bearing partitions, and MEP supports including ceiling hangars and rooftop curbs.
- Surveying and documenting existing conditions.
- Revisions to work that has already been completed and approved.
- Services made necessary by deficient construction or by default of any contractor.
- Consultant promotes the inclusion of the Structural Engineer of Record on-site on a full or part-time basis to facilitate and expedite the flow of contractor-generated inquiries. While these services are not included in our Basic Scope, we look forward to discussing them with the Architect and Owner at the appropriate time.
- Issuance of drawing to the owner, architect, contractor, or building department in excess of the issuances described in the preceding sections.
- Requests for substitutions that were not directed by the Architect or Owner during the design phase or were initiated by the Contractor for their convenience or their economic or schedule benefit.
- Changes during the design phase that were initiated by the Contractor for their convenience or their economic or schedule benefit.





EXHIBIT B

Fee Schedule

Palm Beach County Project Number:

Project Name:

Position	Raw Rate	Loaded Rate
Senior Principal / President	\$97.64	\$290.00
Principal / Vice President	\$74.07	\$220.00
Associate Principal	\$72.39	\$215.00
Senior Associate	\$65.66	\$195.00
Associate	\$58.92	\$175.00
Senior Project Manager/ Senior Project Engineer	\$52.19	\$155.00
Project Manager/Project Engineer II	\$47.14	\$140.00
Assistant Project Manager/ Project Engineer I	\$42.09	\$125.00
Design Engineer II	\$40.40	\$120.00
Design Engineer	\$38.72	\$115.00
Certified Building Inspector	\$42.09	\$125.00
Building Information Modeler (BIM) Manager	\$55.56	\$165.00
Assistant BIM Manager	\$42.09	\$125.00
Building Information Modeler II	\$37.04	\$110.00
Building Information Modeler I	\$30.30	\$90.00
Administrative Support Staff	\$26.94	\$80.00
Intern	\$23.57	\$70.00

Multiplier:

Salary	1.00
Overhead & Fringe	1.70
Subtotal	2.70
% Profit	0.27
Total Multiplier	2.97
*3.0 Maximum Allowable	



HAMMOND & ASSOCIATES

CONSULTING ENGINEERS

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

To: Francisco J. Melendez, Sr., AIA, - Principal, Netta Architects
From: Stephen Farquharson – Managing Director, Hammond & Associates
Subject: PBC North County Courthouse Renovation – MEP Fee Proposal
Date: February 18, 2025 (Updated 05-16-2025)

Hammond & Associates is pleased to provide this fee proposal to design the Mechanical, Electrical, Plumbing, and Fire Protection systems for **PBC North County Courthouse Renovation**. The scope of work will include interior renovations to the public lobby to accommodate a new security control room, modifications to interior office areas including approximately 15,000 SF of renovations to office space vacated by the Tax Collector, 10,000 SF of interior office modifications to accommodate relocated offices, creation of first-floor judicial restrooms, modifications to building systems including Mechanical, Electrical, Plumbing, and Fire Protection (MEPFP), re-roofing of the building, re-keying of the building, replacement of the buildings fire alarm system and minor parking area improvements. Our basic services will include the following as per the scope of work:

Mechanical:

- Perform site visit(s) to review existing conditions.
- Perform HVAC load and Energy Calculations for the new HVAC equipment as required
- Modify HVAC floor plans and ductwork layout as necessary
- Provide HVAC schedules, details, and notes.

Electrical

- Perform site visit(s) to review existing conditions.
- Provide new/modified electrical floor plans for the new electrical layout.
- Provide new/modified electrical lighting plans for the new lighting layout.
- Provide new/modified electrical panel schedules and riser diagrams as required.
- Provide electrical details and notes as required.

Plumbing

- Perform site visit(s) to review existing conditions.
- Provide new/modified plumbing floor plans as required.
- Provide plumbing domestic water, sanitary, and condensate isometrics.
- Provide plumbing details and notes as required.

Fire Protection

- Perform site visit(s) to review existing conditions.
- Modify fire protection head layout in accordance with the architectural program
- Provide fire protection details and notes as required.

All work provided under Mechanical, Electrical, Plumbing, and Fire Protection 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 basic design services for **PBC North County Courthouse Renovation** is summarized below which include:

Design Fee Schedule	
Pre- Design	\$12,500
Schematic Design	\$31,350
Design Development	\$67,725
Construction Documents	\$87,700
Total Design	\$199,275
Permit & Bidding	\$9,750
Construction Administration	\$41,808
Total Design and Construction Administration	\$250,833
Reimbursables (If Applicable)	\$4,287

Hammond & Associates is pleased to provide this additional services fee proposal to design the Mechanical, Electrical, Plumbing, and Fire Protection systems for **PBC North County Courthouse Renovation**. The scope of additional services is as follows:

1. Prepare Site Utility and new emergency generator design.
2. Prepare Programming Narrative based on anticipated systems.
3. Documentation and verification of existing facilities.

Design Fee Schedule	
Schematic Design	\$6,300
Design Development	\$9,800
Construction Documents	\$11,900
Total Design	\$28,000
Permit & Bidding	\$1,400
Construction Administration	\$5,600
Total Design and Construction Administration	\$35,000

Our **Construction Administration Services** for **PBC North County Courthouse Renovation** will include:

- a) Review all pertinent shop drawings and maintain shop drawing log.
- b) Two (2) site visit at an appropriate stage of construction.
- c) Answer contractor's RFIs, issue clarifications, etc., during the construction phase.
- d) Prepare punch list prior to the issuance of substantial completion.

Fee Breakdown – Pre-Design				(Add Services)	
Position	Rate	Hours	Cost	Hours	Cost
Principal	\$196	8	\$1,568		
Project Manager	\$116	36	\$4,176		
Senior Engineer	\$116	36	\$4,176		
Design Engineer	\$87	29.65	\$2,580		
Senior Technician	\$83		\$0		
CAD Operator	\$64		\$0		
Secretary	\$50		\$0		
Total		109.65	\$12,500		
Fee Breakdown – Schematic Design				(Add Services)	
Position	Rate	Hours	Cost	Hours	Cost
Principal	\$196	8	\$1,568		\$0
Project Manager	\$116	62	\$7,192	16	\$1,856
Senior Engineer	\$116	62	\$7,192	16	\$1,856
Design Engineer	\$87	72	\$6,264	12	\$1,044
Senior Technician	\$83	66	\$5,478	12	\$996
CAD Operator	\$64	50	\$3,200	8.565	\$548
Secretary	\$50	9.12	\$456		\$0
Total		329.12	\$31,350	64.565	\$6,300
Fee Breakdown – Design Development				(Add Services)	
Position	Rate	Hours	Cost	Hours	Cost
Principal	\$196	16	\$3,136		\$0
Project Manager	\$116	96	\$11,136	22	\$2,552
Senior Engineer	\$116	96	\$11,136	26	\$3,016
Design Engineer	\$87	220	\$19,140	22	\$1,914
Senior Technician	\$83	220	\$18,260	22	\$1,826
CAD Operator	\$64	66	\$4,224	7.69	\$492
Secretary	\$50	13.85	\$693		\$0
Total		727.85	\$67,725	99.69	\$9,800
Fee Breakdown – Construction Documents				(Add Services)	
Position	Rate	Hours	Cost	Hours	Cost
Principal	\$196	16	\$3,136		\$0
Project Manager	\$116	160	\$18,560	30	\$3,480
Senior Engineer	\$116	130	\$15,080	30	\$3,480
Design Engineer	\$87	260	\$22,620	24	\$2,088
Senior Technician	\$83	260	\$21,580	24	\$1,992
CAD Operator	\$64	90	\$5,760	13.44	\$860
Secretary	\$50	19.28	\$964		\$0
Total		935.28	\$87,700	121.44	\$11,900

Fee Breakdown – Bidding and Permitting				(Add Services)	
Position	Rate	Hours	Cost	Hours	Cost
Principal	\$196		\$0		\$0
Project Manager	\$116	30	\$3,480	6	\$696
Senior Engineer	\$116	24	\$2,784	2	\$232
Design Engineer	\$87	16	\$1,392	4	\$348
Senior Technician	\$83	16	\$1,328		\$0
CAD Operator	\$64	6	\$384	1.94	\$124
Secretary	\$50	7.63	\$382		\$0
Total		99.63	\$9,750	13.94	\$1,400

Fee Breakdown - Construction Administration				(Add Services)	
Position	Rate	Hours	Cost	Hours	Cost
Principal	\$196	12	\$2,352		\$0
Project Manager	\$116	96	\$11,136	20	\$2,320
Senior Engineer	\$116	96	\$11,136	14	\$1,624
Design Engineer	\$87	116	\$10,092	12	\$1,044
Senior Technician	\$83	58	\$4,814		\$0
CAD Operator	\$64	20	\$1,280	9.57	\$612
Secretary	\$50	19.95	\$998		\$0
Total		417.95	\$41,808	55.57	\$5,600

Rate Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	76.92	2.550	196.1768
Project Manager	45.67	2.550	116.4768
Senior Engineer	45.67	2.550	116.4768
Design Engineer	34.17	2.550	87.14717
Senior Technician	32.69	2.550	83.37258
CAD Operator	25.27	2.550	64.44861
Secretary	19.71	2.550	50.26838

Multiplier Calculations

Salary		0.712
Fringe Benefits		0.219
Overhead		1.350
Subtotal		2.281
Profit (10%)		0.269
Total Multiplier		2.550

Acknowledgment and Agreement:

By signing below, the Client acknowledges and agrees to the scope outlined in this document. The Client confirms understanding of the Scope of Work and Associated costs.

Client Signature: _____

Date: _____



SCOPE OF SERVICES

PALM BEACH COUNTY CAPITAL IMPROVEMENTS DIVISION (CID)

North County Courthouse Renovations (Project No. P-2024-006280) *Physical Security Technology & Voice/Data Communications Design*

October 30, 2025

I. PROJECT UNDERSTANDING

Netta Architects, LLC (NETTA) has requested SPECTRUMHAVEN, LLC (SPECTRUMHAVEN) to provide professional engineering services for the design of specified Physical Security Technology (PST) and voice/data communication systems for the renovations at the Palm Beach County North County Courthouse located at 3188 PGA Boulevard in Palm Beach Gardens, FL. The project is to consist of renovations to the public lobby to accommodate a new security control room, modifications to interior office areas including approximately 15,000 sf of renovations to office space vacated by the Tax Collector, 10,000 sf of interior office modifications to accommodate relocated office, creation of first-floor judicial restrooms, minor expansion and modifications to existing card access system to accommodate floor plan revisions, modifications to building systems included MEP, re-roofing of the building, re-keying of the building, replacement of fire alarm system and minor parking area improvements. The provided services will focus on the following technology subsystems:

1. Access Control System (ACS) – LENEL•S2 OnGuard
 - a. ACS Equipment: Door Hardware, ACS Panels, Card Readers, Keypads
2. Video Management System – IP Video Surveillance Cameras
3. Voice & Data Communications

The Scope of Services establishes which items of work are necessary to accomplish the task(s) described within this document that are specifically included in this contract and the items of work that will be the responsibility of the SPECTRUMHAVEN.

All engineering documents are to be prepared in Standard English units in accordance with all applicable Palm Beach County standards, guidelines, and specifications.

II. SCOPE OF SERVICES

The services associated with the design of specified Physical Security Technology (PST) and voice/data communication systems at the Palm Beach County North Courthouse are subdivided into five (5) tasks. These tasks will be accomplished as part of this agreement and are described in detail in the subsequent sections:

Task 1: Design Development (DD) Phase

Task 2: Contract Documents (CD) Phase

Task 3: Permit Bidding Phase

Task 4: Construction Administration Phase Services

Task 5: Add Alternate No.1 – Analog Video Surveillance Cameras to IP Conversion

Task 1: Design Development Phase

Under this task SPECTRUMHAVEN will develop the design drawings that will comprise the Design Development Plan package. The plans will be developed using the current release of AutoCAD in a 11” x 17” format implementing Standard English units. These drawings will provide the following information for the design of specified PST and voice/data communication systems at the Palm Beach County North Courthouse. The following sheets will be included in the design plans package:

- Cover sheet – Project Location Overview
- Sheet Index
- General Notes and Abbreviations sheet(s)
- Overall Site Plan sheet
- Communication conduit infrastructure layout sheet(s)
- Riser diagram sheet(s) – Video Surveillance Cameras
- Riser diagram sheet(s) – Access Control
- Network rack elevation sheet(s)
- Connectivity diagram sheet(s)

SPECTRUMHAVEN will submit Design Development Plan package for review and comment. Following Palm Beach County stakeholders’ review, SPECTRUMHAVEN will attend a review meeting to discuss the comments of the Design Development Plan package.

Deliverables:

- One (1) electronic PDF copy of the Design Development Plan package will be emailed.
- One (1) Design Development Plan Package review meeting.

Task 2: Contract Documents Plan Package

Under this task SPECTRUMHAVEN will address the comments received during the Design Development Plan package review meeting. SPECTRUMHAVEN will make the agreed upon revisions to the Design Development Plan package and track them in a Comment Resolution Log developed in Microsoft Excel.

SPECTRUMHAVEN will submit the Contract Documents Plan package for review and comment. Following Palm Beach County stakeholders’ review, SPECTRUMHAVEN will conduct a review meeting to discuss the comments of the Contract Documents Plan package.

Deliverables:

- One (1) electronic PDF copy of the Contract Documents Plan Package will be emailed.
- One (1) Contract Documents Plan Package review meeting.

Task 3: Permit Submission, Bidding

Task 3.1: Permit Plan Submission

Under this task SPECTRUMHAVEN will address the comments received during the Permit plan set package review meeting. SPECTRUMHAVEN will make the agreed upon revisions to the Permit plan set and track them in a Comment Resolution Log developed in Microsoft Excel. Following Palm Beach County stakeholders' review, SPECTRUMHAVEN will conduct a review meeting to discuss the comments of the Permit plan set package.

Deliverables:

- One (1) electronic PDF copy of the Permit plan set will be emailed.
- One (1) Permit plan set review meeting.

Task 3.2: Bidding (Conformance Set)

Under this task SPECTRUMHAVEN will address the comments received during the Permit Plan set package review meeting. SPECTRUMHAVEN will make the agreed upon revisions to the Permit Plan set and track them in a Comment Resolution Log developed in Microsoft Excel.

Deliverables:

- One (1) PDF copy of the signed and sealed Bid Plan set will be emailed;

Task 4: Construction Phase Services

The construction phase services to be provided for the renovations at the Palm Beach County North Courthouse project are described in the task below. This task will be accomplished as part of this agreement and is described in detail in the subsequent section:

- *Sub Task 4.1 – Site Visit(s)*
- *Sub Task 4.2 – Shop Drawing Review*
- *Sub Task 4.3 – Formal RFI response*

Task 4.1 – Site Visit(s)

Under this first subtask SPECTRUMHAVEN will conduct up to three (3) site visits at the Palm Beach County North Courthouse to evaluate project progress and obtain information to address formally submitted RFIs as necessary.

Task 4.2 – Shop Drawing Review

Under this subtask SPECTRUMHAVEN will review the shop drawing (i.e., technical cut sheets) of specified equipment provided in a formally submitted shop drawing package to confirm the equipment being provided is in compliance with the design intent as per the contract construction documents. This equipment is to include:

- Access Control System Equipment
- Video surveillance cameras
- Network Equipment
- Cabling (ACS, Surveillance cameras)

The Shop Drawings and Submittals are assumed to be provided in a complete manner for the entire system design. It is not expected that the Shop Drawing package review will need to be implemented in a phased manner due to several separate partial submittals being provided at various times throughout the project.

Task 4.3 – Formal RFI Responses

Under this subtask SPECTRUMHAVEN will provide responses to formally submitted RFIs.

Deliverables:

- Site visit(s) – up to three (3).
- Shop drawing submittal package review.
- Formally submitted RFI responses.

Task 5: Add Alternate No. 1 – Analog Video Surveillance Cameras to IP Conversion

The original scope of work defined under this project is to consist of renovations to the public lobby to accommodate a new security control room, modifications to interior office areas including approximately 15,000 sf of renovations to office space vacated by the Tax Collector and 10,000 sf of interior office modifications to accommodate relocated office.

Under this task SPECTRUMHAVEN will coordinate with Palm Beach County (PBC) Electronic Services and Security (ESS) for the conversion of all analog video surveillance cameras at the facility to IP video surveillance cameras. SPECTRUMHAVEN will be responsible for the design elements associated with the analog video surveillance cameras within the renovation boundaries of the facilities defined in the original scope of work and PBC ESS will be responsible for all other areas of the facility.

Task 5.1: ESS Coordination Meetings

Under this subtask SPECTRUMHAVEN will attend up to five (5) coordination meetings with PBC ESS staff and designated stakeholders to discuss the conversion of the existing analog video surveillance cameras to IP video surveillance cameras. These meetings will be utilized to confirm camera locations, discuss cable pathways from the analog video surveillance cameras back to designated telecom rooms and network devices required to support connectivity onto the PBC network (e.g., network switches and headend equipment). All proposed equipment will be based on PBC ESS provided Technical Specifications.

Deliverables:

- Up to five (5) ESS Coordination Meetings

Task 5.2: 95% Construction Documents

Under this subtask SPECTRUMHAVEN will develop the design drawings that will comprise the 95% Construction Documents plan package. The plans will be developed using the current release of AutoCAD in a 11” x 17” format implementing Standard English units. These drawings will provide the following information for the conversion of analog video surveillance cameras to IP video surveillance cameras within the renovation areas at the Palm Beach County North Courthouse. The following sheets will be included in the design plans package:

- Demolition sheet(s)
- Video Surveillance Camera layout sheet(s)

- Communication conduit infrastructure layout sheet(s)
- Riser diagram sheet(s) – Video Surveillance Cameras
- Network rack elevation sheet(s)
- Connectivity diagram sheet(s)

SPECTRUMHAVEN will submit the 95% Construction Documents plan package for review and comment. Following Palm Beach County stakeholders' review, SPECTRUMHAVEN will conduct a review meeting to discuss the comments of the 95% Construction Documents plan package.

Deliverables:

- One (1) electronic PDF copy of the 95% Construction Documents plan package will be emailed.
- One (1) 95% Construction Documents plan package review meeting.

Task 5.3: Permit Submission, Bidding

Under this task SPECTRUMHAVEN will address the comments received during the 95% Construction Documents plan package review meeting. SPECTRUMHAVEN will make the agreed upon revisions to the Permit plan set and track them in a Comment Resolution Log developed in Microsoft Excel.

Deliverables:

- One (1) electronic PDF copy of the Permit plan set will be emailed.
- One (1) Permit plan set review meeting.

NOT INCLUDED IN SCOPE OF SERVICES UNDER THIS TASK

The following items are not included:

- All design services and documents for areas outside of the 15,000 sf of renovations to office space vacated by the Tax Collector and 10,000 sf of interior office modifications.
- Integration, control, programming or other work related to the “head-end” or control equipment for Access Control and Video Management systems.
- Phasing Plan
- Technical Specifications

III. INFORMATION PROVIDED BY THE CLIENT

The following information is to be provided:

- Record drawings of the existing conditions, as required to prepare deliverables.
- Building floor plans.
- Original and any renovation design drawings for the PBC North Courthouse floors included in this scope of work.
- Palm Beach County Technical specifications and Standards.
- Cut sheets of existing security technology components (e.g., access card readers, panic/duress buttons, surveillance cameras, etc.).
- Cut sheet of existing information technology (IT) components (e.g., network servers, switches, etc.).

- Shop drawing submittal package.
- Formally submitted RFIs.

IV. NOT INCLUDED IN SCOPE OF SERVICES

The following items are not included:

- Pre-Design phase plan documents
- Schematic Design (SD) phase documents
- All design services inclusive of: Mechanical, Electrical, Plumbing and Fire Protection (MEP/F), are not included in this scope of work services.
- Integration, control, programming or other work related to the “head-end” or control equipment for Access Control and Video Management systems.
- Division 01 Specifications or procurement documents.
- Cybersecurity pre-assessment.
- Cybersecurity post-evaluation.

V. ADDITIONAL SERVICES

If authorized by the Client, SPECTRUMHAVEN can provide any services not specifically included in the above scope that will be billed as additional services and performed at our then current contract negotiated hourly rates. Additional services we can provide, but are not limited to, include the following:

- Performing additional site visits.
- Additional meetings.
- Additional design services not outlined in this Scope of Work.
- Additional Shop drawing submittal packages
- Additional RFIs

VI. FEE

SPECTRUMHAVEN will perform the Scope of Services for a lump sum fee as listed below. All permitting, application, and similar project fees will be paid directly by the Client. SPECTRUMHAVEN will bill monthly based upon the percentage of services performed as of the invoice date.

Task 1	\$ 15,164.00
Task 2	\$ 16,460.00
Task 3	\$ 6,328.00
Task 4	\$ 5,215.00
Task 5	\$ 6,762.00
Total Fee	\$ 49,929.00
Allowable Reimbursables	\$ 181.00

VII. LIMIT OF LIABILITY

By accepting this proposal all parties agree that SPECTRUMHAVEN's liability exposure shall be limited to the applicable insurance coverage carried by SPECTRUMHAVEN. Insurance certificates are available upon request.

VIII. TERMS AND CONDITIONS

SPECTRUMHAVEN will not direct the work of others. Project safety is the responsibility of others. We will endeavor to conduct our services in a safe manner. SPECTRUMHAVEN will not be responsible for any impact to the existing facilities at the site or damage that might occur because of construction at the site. We recommend the Contractor verify the location of existing infrastructure prior to commencing work at the site and in accordance with State of Florida, Palm Beach County, and all applicable Agency Having Jurisdiction (AHJ) protocol.

IX. AUTHORIZATION

To authorize SPECTRUMHAVEN to proceed with the requested services, please sign below, initial the pages of this letter of confirmation and return one (1) copy of the proposal to us.

We appreciate the opportunity to assist you with these services. We will contact you in the near future to answer any questions you may have. If you have any questions in the interim, please do not hesitate to contact us.

Sincerely,
SPECTRUMHAVEN
Samuel D. Trotman, PE, CISSP, RCDD
President

ACCEPTANCE OF PROPOSAL

SPECTRUMHAVEN, LLC
(Sub-Consultant)

NETTA Architects, LLC
(PRIME)

By: _____
(signature)

By: _____
(signature)

(Print Name and Title)

(Print Name and Title)

(Date)

(Date)



Palm Beach County North County Courthouse
Physical Security Technology System Design

October 30, 2025

Task No.	Description	Role				
		Project Manager	Project Engineer/Sr Network Engineer	Engineer Analyst	Designer	Project Assistant
SpectrumHaven Fee		\$ 250.97	\$ 216.11	\$ 97.59	\$ 87.00	\$ 97.59
1	Design Development Phase (XX weeks)					
1.1	Existing Document Review	4				
1.2	Design Development Plans	20.00006	16		40	
1.3	Design Development Plans Package QA/QC	6				1
1.4	Design Development Plans Review Meeting	2				1
Task 1 SubTotal						\$ 15,164.00
2	Contract Documents Phase (XX weeks)					
2.1	95% Construction Plans	24	16		48	
2.2	95% Construction Plans Package QA/QC	8				2
2.3	95% Construction Plan Package Review Meeting	2				1
Task 2 SubTotal						\$ 16,460.00
3	Permit, Bidding Phase (XX weeks)					
3.1	Final Construction Plans	8	8		16	
3.2	Final Technical Specification Development					
3.3	Final Construction Plans Package QA/QC	4				2
Task 3 SubTotal						\$ 6,328.00
4	Construction Phase Services (XX weeks)					
4.1	Site Visit (3 visits)	4				
4.2	Shop Drawing Review (1 package)	8				1
4.3	Formal RFI Responses	8				1
Task 4 SubTotal						\$ 5,215.00
5	Alteranate No. 1 - Analog Video Surveillance Camera Conversion (XX weeks)					
5.1	ESS Coordination Meetings	10				5
5.2	95% Construction Documents	2		8		
5.2.1	95% Construction Documents - QA/QC	2				1
5.3	Permit, Bidding Documents	2		8		
5.3.1	Permit, Bidding Documents - QA/QC	2				1
Task 5 SubTotal						\$ 6,762.00
Total Fee						\$ 49,929.00
Expenses						\$ 181.00
Grand Total						\$ 50,110.00

Palm Beach County North County Courthouse

Project No. P-2024-006280

SPECTRUMHAVEN, LLC

Fee Schedule

HOURLY BILLING RATES FOR TASK ORDERS

Personnel Classification	Raw Rate	Multiplier	Hourly Rate
Project Manager/Principal Engineer	\$ 86.54	2.90	\$ 250.97
Project Engineer/Sr. Network Engineer	\$ 74.52	2.90	\$ 216.11
Engineer IV	\$ 79.33	2.90	\$ 230.06
Engineer III	\$ 57.69	2.90	\$ 167.30
Engineer II	\$ 45.67	2.90	\$ 132.44
Engineer Analyst	\$ 33.65	2.90	\$ 97.59
Sr. Designer	\$ 40.87	2.90	\$ 118.52
Designer	\$ 30.00	2.90	\$ 87.00
Project Assistant	\$ 33.65	2.90	\$ 97.59



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

TRANSMITTAL

Date: 23 April 2025

To: Juliette L Schiff
Principal

NETTA ARCHITECTS
One Park Place, 621 NW 53rd Street, Suite 270
Boca Raton, FL 33487

CC: Quynh Logan
Rossana Petreccia

From: Edward Dugger, FAIA ASA NCAC INCE

Re: **Architectural Acoustic Consulting Services – v6**
Palm Beach County North County Courthouse Renovation
3188 PGA Boulevard
Palm Beach Gardens, Florida
ED+A BD # 24-2133
PBC: P-2024-006280

Juliette,

Thank you for your recent request for information about our providing acoustics consulting services for the **Palm Beach County North County Courthouse Renovation, Palm Beach Gardens** project.

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



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

CONTRACT FOR ACOUSTICS CONSULTING SERVICES

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

NETTA ARCHITECTS
One Park Place, 621 NW 53rd Street, Suite 270
Boca Raton, FL 33487

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

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

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

Scope of Basic Services

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

Architectural Acoustic Consulting Services
Palm Beach County North County Courthouse Renovation
3188 PGA Boulevard
Palm Beach Gardens, Florida

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

1. PBC RFP dated 11/5/23



Professional Fees and Schedule

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

<u>Discipline</u>	<u>Fee</u>
Architectural Acoustics	\$16,500.00

The following billing schedule shall apply:

<u>Phase</u>	<u>Percentage</u>
1 - Design Development	45%
2 - Construction Documents	40%
3 - Permit, Bidding	5%
4 - Contract Administration	10%
Total All Services	100%

Staffing Summary:

			25%	75%	\$ 300.00	\$ 200.00
Phases	\$ 16,500.00		ED Fee	AO Fee	ED Hours	AO Hours
DD	45%	7425	\$ 1,856.25	\$ 5,568.75	6	28
CD	40%	6600	\$ 1,650.00	\$ 4,950.00	6	25
Bid	5%	825	\$ 206.25	\$ 618.75	1	3
CA%	10%	1650	\$ 412.50	\$ 1,237.50	1	6
	100%	\$ 16,500	\$ 4,125.00	\$ 12,375.00	14	62

Any hourly services including additional services that may be authorized outside the Scope of Basic Services may be provided as on an hourly basis at the following rates:

Principal Consultants	\$300 / hour
Consultants	\$200 / hour
Technical Support	\$100 / hour

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



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

Architectural Acoustics

1. Meet with the design team members to confirm elements of the Architectural Program which are important to the acoustic success of the **Palm Beach County North County Courthouse Renovation, Palm Beach Gardens** project
2. Review architectural plans, space descriptions, functional specifications, and other documentation to assess acoustical aspects of the design.
3. Develop acoustical design approaches for the building enclosure to restrict the intrusion of environmental noise into the sound-critical spaces. Develop acoustical design approaches for the building structures to restrict the vertical and horizontal intrusion of sound and vibration from one sound critical space/area into another.
4. Develop design approaches for the acoustic environment. This shall include room configurations; area, volume and proportions; wall and ceiling shaping; and reverberation and sound reflection criteria.
5. Review documents required to advance project documentation during each stage of design, specifically providing review comments of the Schematic Design, Design Development, and 90% Construction Document sets.
6. Participate in up to 4 meetings/working sessions during the design process relating to room acoustics and sound isolation.
7. During Contract Administration any of the following tasks: Field verification of critical systems installation, participation in progress meetings, review of shop drawings and responses to RFI's. Attend 1 site visit and prepare notes.



CONTRACT PROVISIONS

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

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

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

REIMBURSABLES: Direct expenses such as travel and subsistence during travel periods are NOT included in our base fee. These expenses as well as communication expenses, postage and handling of documents including expedited delivery, any additional insurance required by the CLIENT, photo documentation, personal background check/fingerprinting, expense for computer generated drawings and plotting when used in conjunction with the project, and charges for use of specialized test equipment (if required) are billed at cost plus a 10% handling fee.

INSURANCE COVERAGE: The CONSULTANT carries the following insurance:

- General Liability (each occurrence) \$1,000,000
- Hired and Non-Owned Automobile Liability (combined single limit) \$1,000,000
- Workers Compensation and Employers' Liability (each accident) \$1,000,000
- Professional Liability (errors and omissions policy written on a claims-made basis) \$2,000,000 per claim, \$2,000,000 annual aggregate
- Cyber Liability Insurance \$250,000

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

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

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and consultants (collectively, the CONSULTANT) against all damages,

Per Terms & Conditions of Prime Contract



liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT'S negligent acts, errors or omissions, in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or the CONSULTANTS or anyone for whom the CLIENT is legally liable. Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

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

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

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

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

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

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

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

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

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

Per Terms & Conditions of Prime Contract



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

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

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

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

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

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

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

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

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

Per Terms & Conditions of Prime Contract



time of settlement or final judgement net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the CONSULTANT, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the CONSULTANT. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

Edward Dugger

Dated: 23 April 2025

Principal

I hereby authorize Edward Dugger + Associates, P.A. to proceed with consulting services for the **Architectural Acoustics** aspect of the **Palm Beach County North County Courthouse Renovation, Palm Beach Gardens** project as outlined above.

Signed

Print – Title – Date

Per Terms & Conditions of Prime Contract



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

BILLING INFORMATION REQUEST FORM

Please provide the following information to ensure accurate project invoicing:

Billing Name:

Billing Address:

Client Project # or PO # for Billing:

Billing Contact Person:

Bill to email:

Special Instructions:

1239 SE Indian Street, Suite 103, Stuart, Florida 34997
772-286-8351 www.edplusa.com

Rate Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal Consultant	105.26	2.85	300
Consultant 1	70.18	2.85	200
Consultant 2	35.09	2.85	100
Administrative	26.00	2.85	74

Multiplier Calculations

Salary	1.00
Fringe Benefits	0.35
Overhead	1.24
Subtotal	2.59
Profit (10%)	0.26
Total Multiplier	2.85



April 2, 2025

Juliette L. Schiff
Principal
Netta Architects
One Park Place, 621 NW 53rd Street, Suite 270
Boca Raton, Florida 33487
Telephone: 561.295.4500
Mobile: 954.395.7282
Email: jschiff@nettaarchitects.com
Cc: qlogan@nettaarchitects.com

RE: Proposal No. P250944.4R
North County Courthouse located at 3188 PGA Boulevard, Palm Beach Gardens, Florida 33410 (the "Project")

Dear Rossana:

SOCOTEC Consulting, Inc. ("SOCOTEC" or "Consultant") thanks you for the opportunity to provide Netta Architects (the "Client" and the "Architect") with this revised proposal for Green Globes consulting services including the following sections:

- Project Approach & Schedule
Scope of Services & Fees
Fee Breakdown
Hourly Rates
Green Globes Notes
Terms, Exclusions & Conditions

We have updated this proposal per our correspondence on April 2, 2025. We look forward to discussing our proposal with you. Should you have any questions or if you would like further information on our services, please contact Jesse Rittenhouse at 561 917 8476 or jesse.rittenhouse@socotec.us or Jonathan Burgess at 561 871 7198 or jonathan.burgess@socotec.us.

Please indicate your acceptance of this proposal, which shall serve as our agreement, by executing and returning a signed copy to our office or, in the alternative, by providing us with written confirmation (email) of your acceptance of this agreement.

Thank you,

Zachary Nord
CEO & President

CONSULTANT: SOCOTEC Consulting, Inc.

CLIENT: Netta Architects

By:

Name: Zachary Nord

Title: CEO & President

Date:

By:

Name:

Title:

Date:



PROJECT APPROACH & SCHEDULE

Based on the RFP titled "North County Courthouse Renovations" dated September 1, 2024, Consultant understands the building is the proposed renovation of a courthouse of approximately 25,000 square feet. Consultant's Project includes a Green Globes Peer Review consulting for the building.

The "Project Design Team" includes the Client and its subconsultants, and other consultants of the Client or Palm Beach County (the "Owner").

Consultant's team will assist the Client and Project Design Team in their efforts to pursue up to a Globe 2 rating under the Green Building Initiative's Green Globes Building Certification ("Green Globes") rating system. The ratings, as of the date of this proposal, are based on the percentage of 1,000 potential points as follows:

1	2	3	4
35%-54%	55%-69%	70%-84%	85%-100%

Consultant assumes that up to an additional 5 percent from the certification minimum will be targeted by the Project Design Team to afford a margin of safety.

Consultant has based this proposal's scope of work and level of effort on the schedules and durations established by Consultant, with an estimated start date of September 2025 and an estimated end date of November 2025:

PHASE	DURATION
Design Development ("DD") Phase	2 Months

SCOPE OF SERVICES & FEES

NEW CONSTRUCTION

A. GREEN GLOBES:

1. Design Development ("DD") Phase:

- a. Consultant will provide a Green Globes peer review report and two rounds of updates to the report.
- b. Consultant will conduct one Green Globes Charrette to identify the goals, strategies, and credits that will be targeted for the Project. The purpose of the Charrette is to:
 - i. Present an overview of the Green Globes sustainable construction system related to the energy and environmental implications of design and construction
 - ii. Identify sustainable measures that can be implemented
 - iii. Target areas of achievement that will lead to attaining a Green Globes rating.
- c. Consultant recommends that, at minimum, the Project Design Team and construction manager attend. The Green Globes rating system will be referenced through the use of an expanded Green Globes checklist with preliminary determinations made as to the points which can be targeted. For each item, rating points will be assessed as either "Yes", "No", or in certain cases "Not Applicable".
- d. A revised Green Globes checklist will be prepared following the Charrette to reflect the ideas, assessments and targets established by the Project team. Actions and documentation required by Project team members will be identified. A schedule will be established identifying milestones: completion of documentation for the Stage I Review; Submission of the Stage I review; Response as required to the Stage I review; Preparation for the Stage II review.
- b. Consultant will provide Green Globes Plan document for select credits to the Project Design Team. The Plan will include key credit criteria, credit implementation options, and responsible parties from the Project Design Team and/or construction team. A revised Green Globes checklist will be prepared and provided during the Green Globes Plan development. Detailed credit calculations will not be performed at this stage; however, recommendations will be provided to the Project Design Team where feasible (such as prescriptive plumbing fixture flow rates, and lighting & thermal comfort control requirements). The Green Globes Plan will be distributed at the Project review meetings.
- c. Consultant will participate in meetings with the Project Design Team, Owner, and Owner's Representative/Reviewer.

Green Globes PHASE	Item	LUMP SUM
Design Development ("DD") Phase	A-1	\$14,960 (100%)



FEE BREAKDOWN

			40%	60%	\$250	\$160
Phases	\$14,960.00		Director, Sustainability Fee	Analyst, Sustainability Fee	Director, Sustainability Hours	Analyst, Sustainability Hours
DD Phase	100%	\$14,960.00	\$6,000.00	\$8,960.00	24	56
Totals	100%	\$14,960.00	\$6,000.00	\$8,960.00	24	56

2025 HOURLY RATES:

Services billed hourly (including hourly, budget estimate and not-to-exceed services) will be performed per the negotiated rates shown below. The hourly rates set forth in this table are for use of SOCOTEC's Florida office personnel. Hourly rates shall increase 5% annually beginning on January 1, 2026:

SUSTAINABILITY HOURLY RATES (Portal-to-Portal):

Administration	\$ 125
Analyst	\$ 160
Commissioning Provider / Project Manager	\$ 190
Senior Analyst	\$ 200
Senior Commissioning Provider / Senior Project Manager	\$ 220
Director – Strategy / Director – Commissioning / Director – Sustainability / Director – Building Performance	\$ 250
Principal, Sustainability	\$ 285

Nighttime/Overtime/Weekend will be charged at 1½ times hourly rates.

Litigation Support services for testifying and/or deposition during normal business hours will be charged at 1½ times hourly rates.

To the extent the Project incurs delays Consultant may require an adjustment to Consultant's level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.

Notes:

- All fees are exclusive of reimbursable expenses unless otherwise noted.
- Fees do not include an allowance for meetings or supervision except where specifically noted in the scope of services. Meetings are anticipated to be via tele/videoconference, or at Consultant's office.
- Budget estimate and/or not-to-exceed fees are based on Consultant's projected work schedule set forth in this proposal. All work will be charged according to actual hours spent as per the rate schedule below. Although Consultant has attempted to provide an accurate estimate, the actual amount invoiced for this work could be higher or lower. Any not-to-exceed fees set forth in this proposal are not a guarantee that Consultant's services will be completed for that amount. Rather, Consultant shall not exceed the fees in this proposal without obtaining advanced written authorization from the Client, authorization of which shall not be unreasonably withheld. Consultant shall notify the Client in writing by or before it completes the value of its fee and shall use reasonable efforts to provide the Client with notice if Consultant believes it will exceed the fee.
- Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
- Any redesign obligation(s) will be performed on an hourly basis at the current year hourly rates when the work occurs.
- Consultant's level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, Consultant will require an adjustment to the fee and/or schedule.
- Consultant shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by Consultant in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. Consultant shall also invoice, and Client shall pay, 4.5% of Consultant's fees as a reasonable allocation of indirect expenses such as Project setup, computer services, and certain other Project delivery related expenses including in-house reproduction, field reporting software & other I.T. related to technical work product that are not billed as direct reimbursable expenses.
- Payment terms: **\$ 5,000.00 is due upon authorization of this proposal. This will be credited against the final invoice.** Invoices will be issued monthly and are due upon receipt. Consultant will invoice lump sum fees to the Client based upon Consultant's work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates, not-to-exceed and hourly fees will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
- Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant's personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

Per Terms & Conditions of Prime Contract

GREEN GLOBES NOTES:

Cooperation from the team: Consultant's assistance will help achieve the Green Globes rating, but does not include all services necessary for certification. If necessary, the Project Design Team and construction team will need to actively participate in the process. This will include providing drawing files, cut sheets, and other information to Consultant, as well as preparing specific Green Globes templates and other miscellaneous tasks. Consultant cannot be responsible for delays in, and/or omissions to the Green Globes documentation that results from lack of response from the Project Design Team, construction team, or Client team to Consultant requests. Consultant does not guarantee that a Green Globes rating will be obtained.

- Electronic documents issued by Consultant: Any documents from Consultant to the Project Design Team will be submitted and/or distributed electronically only.
- Specifications in electronic format: The fee proposal assumes that Consultant will receive an electronic copy of the specifications in Microsoft Word. Proposed changes by Consultant will be issued electronically in Track Changes mode. If the Project Design Team elects to give hard copies instead, this will require significant additional work and therefore additional services.
- Method of providing Green Globes specifications: The fee proposal assumes that Consultant provides Green Globes specification language to the Project Design Team, for insertion by the Project Design Team into the specs. Consultant can edit the architect's individual specification sections as an optional service.
- Payment of Green Globes fees: Consultant's fees do not include payments that will need to be made by the Owner to the Green Globes. Consultant does not include these Green Globes fees because they are subject to change and because the Owner pays them directly. In case the Owner elects to have Consultant pay the submission fees, Consultant will collect payment from the Owner in advance.

TERMS, EXCLUSIONS & CONDITIONS:

SOCOTEC respectfully reserves the right to negotiate a few specific terms in order to protect us from risks and liabilities not attributed to us by law and beyond our insurance coverage. This will include: (i) a limitation of liability to the extent of available insurance proceeds; and (ii) limiting the indemnity obligation for our acts, to our negligence, errors, or omissions, and deleting, only for claims under our professional liability insurance, our obligation to defend.

The intent is to be sure that contract terms are insurable under the terms of our policy so that both parties are properly protected as intended. This attention to risk management is the same level of service that we bring to all our clients through our professional services.

1. PURSUANT TO FLORIDA STATUTE 558.0035, THE PARTIES AGREE THAT NO INDIVIDUAL PROFESSIONAL ENGINEER OR ARCHITECT, OR THEIR EMPLOYEES, SHALL BE HELD INDIVIDUALLY LIABLE OR RESPONSIBLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.
2. Exclusions:
 - Labor associated with onsite testing other than oversight.
 - Mechanical, electrical, plumbing work of any kind such as equipment purchasing, installation, troubleshooting, and start-up.
 - Operation, programming, start-up and/or troubleshooting of building automation system.
 - Any Test, Balance, and Adjustment work.
 - Completion of pre-functional checklists. (Preparation of blank pre-functional checklists for use by Others is included.)
 - Any re-testing due to system deficiency, team member absence, lack of system or facility availability, etcetera. Financial liability due to aborted testing or re-testing for any reason is specifically disclaimed.
 - Any inspection or approval of post-test deficiency correction.
 - Post-construction endurance testing.
 - Drafting or issuing Certificate of Readiness.
 - Coordination and/or management of punch-list.
 - Coordination and/or management of on-site contractors to prepare systems for testing (i.e. pipe clean, flush, fill, pressure test; equipment efficiency/performance testing, elevators, escalators, dumb waiters, etc.) or documenting same.
 - All plumbing systems excluded except for Domestic Hot Water Heaters ("DHW"), Domestic Hot Water Recirculation Pumps ("DWRP"), Domestic Hot Water Storage Tanks ("ST"), Heat Exchangers ("HX"), and thermostatic mixing valves ("TMV").
 - Fire protection, fire alarm, or life safety systems.
 - Natural gas systems except with respect to meters and supply to service water heating.
 - Commissioning of renewable energy systems, if applicable.
 - Fenestration Control Systems, if applicable.
3. If the Owner and Design Professionals do not provide the Owner Project Requirements and/or Basis of Design, then Consultant will be paid in full regardless of the certification outcome.
4. Unless specifically noted in the scope of services in this proposal, Consultant will not perform commissioning of non-energy related systems, such as fire protection alarms, controls, equipment, signals and systems, IT, security, elevators, plumbing, etc.
5. Consultant will not be responsible for coordination of work and payment requisition approvals.
6. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
7. Consultant will use prescriptive Building and/or Energy Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client or Architect) as the basis for performing consulting and/or monitoring services contained within this proposal.
8. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
9. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
10. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
11. Consultant will not verify the supporting structure, i.e., building skeleton, floor slabs and embeddings, and any other structural work.
12. Consultant will not conduct any instrumented alignment and measurement checks.

Per Terms & Conditions of Prime Contract

13. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record for either the structure or the exterior wall approve remedial details.
14. Laboratory and/or jobsite testing services and roofing and waterproofing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
15. Review and/or inspections of balcony railings, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
16. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
17. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents. If Consultant has knowledge of such failures it shall inform the Client.
18. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
19. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
20. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
21. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
22. Consultant is acting as third-party observers. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.
23. In the event that Consultant will be compelled to participate in any dispute resolution proceedings to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
24. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
25. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in New York, New York or Miami, Florida unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
26. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
27. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
28. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by nationally recognized overnight courier service, certified mail or by hand delivery as follows:
If to the Client: refer to cover page of this document.
If to Consultant: Chief Executive Officer, SOCOTEC Consulting, Inc., 151 West 42nd Street, 24th Floor, New York, New York 10036
29. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
30. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
31. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.
32. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
33. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of laws.
34. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.

Per Terms & Conditions of Prime Contract



Effective January 1, 2025 thru December 31, 2025
 Palm Beach County North County Courthouse Renovations
 Project # P-2024-006280

HOURLY RATES

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal, Sustainability	\$100.00	2.85	\$285.00
Director - Strategy / Director - Commissioning / Director - Sustainability / Director - Building Performance	\$87.72	2.85	\$250.00
Senior Commissioning Provider / Senior Project Manager	\$77.20	2.85	\$220.00
Senior Analyst	\$70.18	2.85	\$200.00
Commissioning Provider / Project Manager	\$66.67	2.85	\$190.00
Analyst	\$56.15	2.85	\$160.00
Administration	\$43.86	2.85	\$125.00

MULTIPLIER CALCULATIONS

Salary	1
Fringe Benefits	0.35
Overhead	1.24
Subtotal	2.59
Profit (10%)	0.26
Total Multiplier	2.85

Contract Multiplier of 2.85 is provided per Resolution.

CONTRACT EXHIBIT C

**EBO SCHEDULES 1 & 2
(Completed and executed)**



**Housing and
Economic Development**

**Small Business Development
Division**

**50 South Military Trail
Suite #202**

West Palm Beach, FL 33415

(561) 616-6840

www.pbc.gov/hed/osbd

**Palm Beach County
Board of County
Commissioners**

Sara Baxter
Mayor

Marci Woodward
Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity

Employer"

TO: David Hawke, Assistant Director
Capital Improvements Division (CID)

FROM: Deirdre D. Kyle, SBDS III 
Office of Small Business Development

DATE: December 23, 2025

RE: 2024-006280 – North County Courthouse Renovations
Partial Waiver Request

On October 18, 2024, Netta Architects, Inc. (Netta) submitted a proposal to provide design services for the North County Courthouse Renovation project. The original API was a 20% minimum mandatory SBE goal and up to 15 evaluation points for SBE participation. Netta's proposal included 50% SBE participation and they received 15 evaluation points. During negotiations with the County, the Scope of Services were slightly altered that impacts Netta's SBE participation, reducing it to 45.03%.

On March 30, 2025, a partial waiver request was submitted to our office. Based on the information provided by CID and Netta Architects, a partial waiver of 4.97% is granted to reduce the SBE participation to 45.03%.

OEBO SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: Palm Beach County North County Courthouse Renovations

SOLICITATION/PROJECT/BID NO.: P-2024-006280

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: Capital Improvements Division

Section A

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Netta Architects, LLC ADDRESS: 621 NW 53rd Street, Suite 270, Boca Raton, FL 33487

CONTACT PERSON: Juliette Schiff PHONE NO.: 561-295-4500 E-MAIL: jschiff@nettaarchitects.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$517,891.00

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE SBE

Section B

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. Brown & Phillips, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 5,017.00
2. Lubin Elite Engineering, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 31,962.00
3. Jezerinac Group, PLLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 72,741.00
4. Hammond & Associates, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 290,120.00
5. SpectrumHaven, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 50,110.00

(Please use additional sheets if necessary)

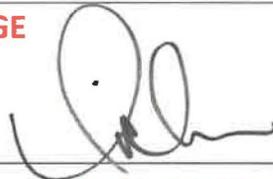
CONTINUED ON SECOND PAGE

Total Bid/Offer Price \$ 999,301.00

Total _____

Total Certified SBE Participation \$ _____

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



Nicholas J. Netta, AIA, NCARB President & CEO

Title

Name & Authorized Signature

- Note:
- 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.
 - Only those firms certified by Palm Beach County at the time of solicitation 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.
 - Modification of this form is not permitted and will be rejected upon submittal.
 - 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.

OEBO SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: Palm Beach County North County Courthouse Renovations

SOLICITATION/PROJECT/BID NO.: P-2024-006280

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: Capital Improvements Division

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Netta Architects, LLC ADDRESS: 621 NW 53rd Street, Suite 270, Boca Raton, FL 33487

CONTACT PERSON: Juliette Schiff PHONE NO.: 561-295-4500 E-MAIL: jschiff@nettaarchitects.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$517,891.00
 SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE SBE

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
6. Edward Dugger & Associates, PA, dba ED+A Acoustics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 16,500.00
7. SOCOTEC Consulting, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 14,960.00
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____

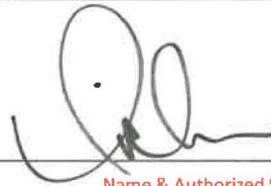
(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 999,301.00

Total _____

Total Certified SBE Participation \$ 449,950.00

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



Name & Authorized Signature

Nicholas J. Netta, AIA, NCARB President & CEO

Title

- Note:
- 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.
 - Only those firms certified by Palm Beach County at the time of solicitation 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.
 - Modification of this form is not permitted and will be rejected upon submittal.
 - 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.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. 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: 2024-006280

SOLICITATION/PROJECT NAME: North County Courthouse Renovations

Prime Contractor: Netta Architects, LLC Subcontractor: Brown & Phillips, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): 1/31/25-1/30/28

SBE PARTICIPATION – SBE 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. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

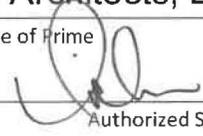
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Specific Purpose Survey	LS	1		\$5,017.00

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: \$5,017.00

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.

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

Netta Architects, LLC

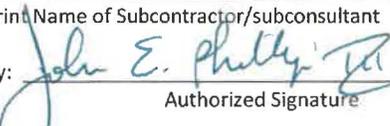
 Print Name of Prime
 By: 

 Authorized Signature
Nicholas J. Netta, AIA, NCARB

 Print Name
President & CEO

 Title
 Date: 07/21/2025

Brown & Phillips, Inc.

 Print Name of Subcontractor/subconsultant
 By: 

 Authorized Signature
John E. Phillips

 Print Name
President

 Title
 Date: 07/21/2025

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. 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: P-2024-006280

SOLICITATION/PROJECT NAME: North County Courthouse Renovation

Prime Contractor: Netta Architects, LLC Subcontractor: Lubin Elite Engineering, LLC

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): 08/28/2024

SBE PARTICIPATION – SBE 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. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Phase 1: Pre-Design	LS	1		\$1,500.00
	Phase 2: Design Development	LS	1		\$8,815.00
	Phase 3: Contract Documents	LS	1		\$11,430.00
	Phase 4: Permit, Bidding	LS	1		\$5,055.00
	Phase 5: Construction Administration	LS	1		\$4,690.00
	Reimbursable Expenses	LS	1		\$472.00

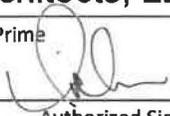
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$31,962.00

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.

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

Netta Architects, LLC

Print Name of Prime

By: 
 Authorized Signature

Nicholas J. Netta, AIA, NCARB

Print Name

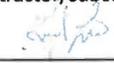
President & CEO

Title

Date: 09/30/2025

Lubin Elite Engineering, LLC

Print Name of Subcontractor/subconsultant

By: 
 Authorized Signature

Lens Joshua Lubin, PE

Print Name

President

Title

Date: 09/29/25

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. 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: 2024-006280

SOLICITATION/PROJECT NAME: North County Courthouse Renovations

Prime Contractor: Netta Architects, LLC Subcontractor: Jezerinac Group, PLLC

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 04/13/2024

SBE PARTICIPATION – SBE 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. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Structural Engineering				\$71,666.00
	Reimbursable				\$1,075.00

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: \$72,741.00

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.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Netta Architects, LLC

Print Name of Prime

By: _____

Authorized Signature

Nicholas J. Netta, AIA, NCARB

Print Name

President & CEO

Title

Date: 07/21/2025

Jezerinac Group, PLLC

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Ronald Jezerinac

Print Name

President

Title

Date: 07/21/2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. 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: 2024-006280

SOLICITATION/PROJECT NAME: North County Courthouse Renovations

Prime Contractor: Netta Architects, LLC Subcontractor: Hammond & Associates, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 9/7/23
11/21/2021

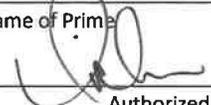
SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	MEP / FP Engineering Services				\$285,833.00
	Reimburable				\$4,287.00

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: \$290,120.00

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.

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

Netta Architects, LLC
Print Name of Prime
By: 
Authorized Signature

Nicholas J. Netta, AIA, NCARB
Print Name
President & CEO
Title
Date: 07/21/2025

Hammond & Associates, Inc.
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature

Nathan Hammond
Print Name
President
Title
Date: 07/24/2025

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. 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: 2024-006280

SOLICITATION/PROJECT NAME: North County Courthouse Renovations

Prime Contractor: Netta Architects, LLC Subcontractor: SpectrumHaven, LLC

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 07/02/2024

SBE PARTICIPATION – SBE 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. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Security System Design (Access Control)				
	Telecommunications Design				

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: \$50,110.00

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.

Name of 2nd/3rd tier Subcontractor/subconsultant _____

Price or Percentage: _____

Netta Architects, LLC

Print Name of Prime

By: _____

Authorized Signature

Nicholas J. Netta, AIA, NCARB

Print Name

President & CEO

Title

Date: 07/21/2025

SpectrumHaven, LLC

Print Name of Subcontractor/subconsultant

By: Samuel D Trotman Digitally signed by Samuel D Trotman
Date: 2025.07.25 12:36:43 -04'00'

Authorized Signature

Samuel D. Trotman

Print Name

President

Title

Date: 07/25/2025

OEBO LETTER OF INTENT – SCHEDULE 2*

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SOLICITATION/PROJECT NUMBER: P-2024-006280

SOLICITATION/PROJECT NAME: North County Courthouse Renovation

Prime Contractor: Netta Architects, LLC Subcontractor: Edward Dugger + Associates, PA dba ED + A Acoustics

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): N/A

SBE PARTICIPATION – SBE 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. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Architectural Acoustics				\$16,500.00

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: \$16,500.00

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.

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

Netta Architects, LLC

Print Name of Prime

By: 
 Authorized Signature

Nicholas J. Netta, AIA, NCARB

Print Name

President & CEO

Title

Date: 09/29/2025

Edward Dugger + Associates, PA dba

ED + A Acoustics

Print Name of Subcontractor/subconsultant

By: 
 Authorized Signature

Edward Dugger

Print Name

Principal

Title

Date: 09/29/2025

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

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SOLICITATION/PROJECT NUMBER: P-2024-006280

SOLICITATION/PROJECT NAME: North County Courthouse Renovation

Prime Contractor: Netta Architects, LLC Subcontractor: Socotec Consulting, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): N/A

SBE PARTICIPATION – SBE 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. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Green Globes Peer Review				\$14,960.00

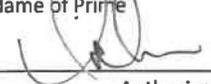
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$14,960.00

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.

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

Netta Architects, LLC

Print Name of Prime

By: 
 Authorized Signature

Nicholas J. Netta, AIA, NCARB

Print Name

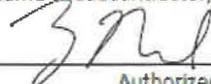
President & CEO

Title

Date: 09/29/2025

Socotec Consulting, Inc.

Print Name of subcontractor/subconsultant

By: 
 Authorized Signature

Zachary Nord

Print Name

Vice President

Title

Date: 09/29/2025

CONTRACT EXHIBIT D

INSURANCE CERTIFICATES

CONTRACT EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

February 27, 2025

Date

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

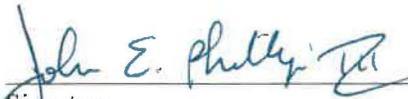
(Attach additional sheets as needed.)

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:) John E. Phillips, as (Title/Position:) President 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.



Signature

February 18, 2025

Date

Exhibit D
PBC Conflict of Interest Disclosure Form

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) Lens Joshua Lubin, PE, as (Title/Position:) President of (Name of Firm:) LUBIN ELITE ENGINEERING, LLC who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

02/21/25

Date

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 _____

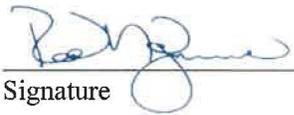
(Attach additional sheets as needed.)

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



Signature

2/18/25

Date

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.

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This DISCLOSURE is submitted by (Name of Individual:) Stephen Farquharson, as (Title/Position:) Managing Director 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.

Stephen Farquharson
Signature

February 19, 2025
Date

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

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N/A

(Attach additional sheets as needed.)

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

Samuel D Trotman

Digitally signed by Samuel D Trotman
Date: 2025.02.19 08:16:02 -05'00'

Signature

02/19/2025

Date

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

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None

(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) Edward Dugger, as (Title/Position:) Principal of (Name Edward Dugger, + Associates, P.A. 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

18 February 2025

Date

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.)

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This DISCLOSURE is submitted by (Name of Individual:) Zachary Nord, as (Title/Position:) Vice President of (Name of Firm:) Socotec Consulting, 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

03/03/2025

Date

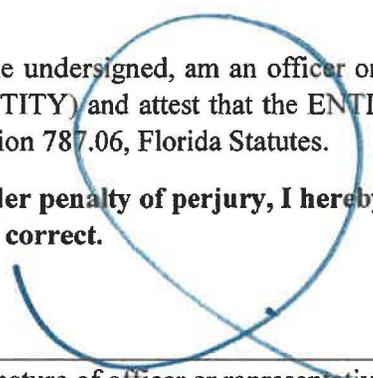
CONTRACT EXHIBIT F

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 of Netta Architects, LLC
(ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

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

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 27th day of February, 2025, by Nicholas J. Netta.

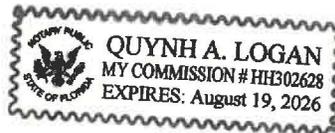
Personally known OR produced identification .

Type of identification produced _____.



NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)

