

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

Meeting Date: June 9, 2026

Consent
 Workshop

Regular
 Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

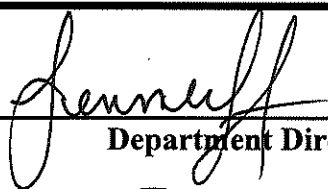
- A) a Contract with The Schemmer Associates Inc. (Consultant) to provide professional architectural/engineering design, programming, permitting, and construction administration services for the Palm Beach County (PBC) Convention Center Expansion (Project); and
- B) Consultant Services Authorization (CSA) No. 1 to the contract in the amount of \$633,282.35 for Phase 1 of the Project which includes programming and conceptual design services.

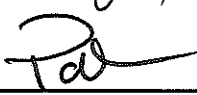
Summary: The County seeks to expand the existing Convention Center located at 650 Okeechobee Boulevard in West Palm Beach. This Contract authorizes the professional architectural/engineering services necessary for design, programming, permitting, and construction administration for the Project. Under CSA No. 1, the Consultant will provide professional services which include the development of a program and functional needs assessment, conceptual diagrams and site design, order of magnitude cost evaluation and a comparative analysis of the proposed Project. The Project includes design, interior space planning, engineering, permitting, and construction administration services for approximately 280,000 square feet of new exhibit hall space, ballrooms, breakout rooms, loading docks, and site improvements to serve the needs of the Convention Center users. Additionally, the planning process will define the most appropriate location for a 200-room on site hotel to promote mutually beneficial operations for both the hotel and the Convention Center. This Project is intended to make the PBC Convention Center more competitive, retain existing clients, and attract new ones, resulting in greater economic impact through increased use. This Project was presented to the Goal Setting Committee (GSC) on November 20, 2024 and the GSC established the following Affirmative Procurement Initiative (API): a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal. The Consultant committed to 26% SBE participation for the life of the contract. For this CSA No. 1, the proposed SBE participation is 34.21%. To date, the overall SBE participation achieved on this contract is 34.21%. Funding for this Project is from the TDC Building Renewal and Replacement Fund. **(Capital Improvements Division) District 2 (MWJ)**

Background and Justification: On May 29, 2025, the final selection committee selected the Consultant in accordance with the Board of County Commissioners' (BCC) adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). On December 31, 2025, Convergence Design, LLC, the design firm selected to be the lead architect for this Project, sold its assets to The Schemmer Associates Inc. However, this acquisition did not alter the substantive nature of their proposal as the original team set forth in the proposal remains the same. This contract authorizes the professional architectural/engineering services necessary for programming, design, permitting, and construction administration for the Project.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Disclosure of Ownership Interests
- 4. Contract – The Schemmer Associates Inc.
- 5. CSA No. 1
- 6. CSA History

Recommended by:  Department Director 5/29/26 Date

Approved by:  Chief Deputy County Administrator 6/3/26 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	\$690,883	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$690,883</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No:
Fund 3807 Dept 411 Unit B646 Object 6505

PROFESSIONAL SERVICES	\$633,282.35
STAFF COSTS	\$ 57,600.00
CONTINGENCY	<u>\$ 0.00</u>
TOTAL	\$690,882.35

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

Funding for this Project is from the TDC Building Renewal and Replacement Fund.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

ASDUNE 5/29/26 Brenda Znachko Q5.6/1/26
 OFMB Contract Development and Control 26.6.1.26
QA 5/29
MP 5/29

B. Legal Sufficiency:

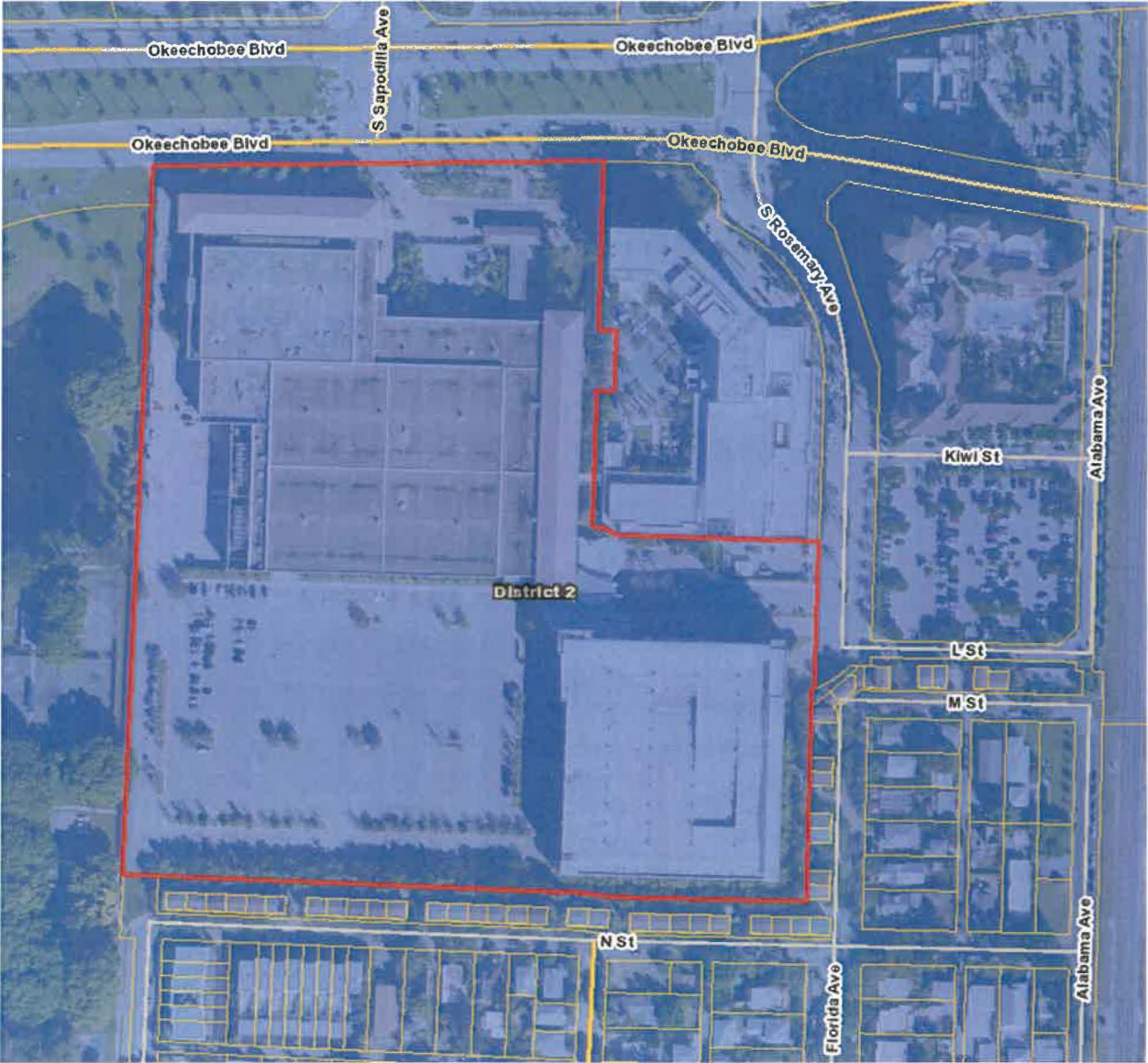
 6/2/26
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

LOCATION MAP

Project No: P-2025-000016
Project Name: PBC Convention Center Expansion
Location: 650 Okeechobee Boulevard, West Palm Beach, Florida 33401



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/6/2026

REQUESTED BY: Fernando DelDago

PHONE: 561-233-5276

PROJECT TITLE: PBC Convention Center Expansion
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$ N/A

BCC RESOLUTION#:

REQUESTED AMOUNT: \$ 690,882.35

DATE:

CSA or CHANGE ORDER NUMBER: 1

LOCATION: 650 Okeechobee Boulevard, West Palm Beach, FL 33401

BUILDING NUMBER: 1420

DESCRIPTION OF WORK/SERVICE LOCATION: Professional architectural/engineering services

PROJECT/W.O. NUMBER: P-2025-000016

CONSULTANT/CONTRACTOR: The Schemmer Associates Inc.

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

Professional architectural/engineering design, programming, permitting, and construction administration services for the PBC Convention Center Expansion

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: 3807 DEPT: 411 UNIT: B646 OBJ: 6505

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

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

Department: FD&O

BAS APPROVED BY: Karyn Sykes

Digitally signed by Karyn Sykes, DN: DC=FL, OU=Department of Economic Services, CN=Karyn Sykes, E=k.sykes@fl.gov

DATE 05/08/2026

ENCUMBRANCE NUMBER:

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 Stephen D. Kathol, by means of physical presence OR _____ online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or
 the President & CEO of The Schemmer Associates Inc.

[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: 1044 N. 115th St. Suite 300, Omaha, NE 68154

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.

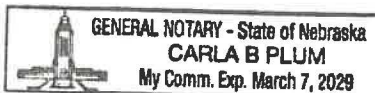
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

Stephen D. Kathol
Stephen D. Kathol, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical presence OR _____ online notarization this 10th day of February, 2026, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.



Carla B Plum
Notary Public
Carla B Plum
(Print Notary Name)
State of Nebraska
My Commission Expires: March 7, 2029

ATTACHMENT #4

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

**PALM BEACH COUNTY
CONVENTION CENTER EXPANSION**

PROJECT NO.: P-2025-000016

(Non-Federal - Project Specific)

TABLE OF CONTENTS

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

8	GENERAL CONSIDERATIONS
8.1	Standard of Care
8.2	Termination
8.3	Truth-in-Negotiations Certificate
8.4	Personnel
8.5	Criminal History Records Check
8.6	Small Business Development Program
8.7	Non-Discrimination
8.8	Independent Contractor Relationship
8.9	Contingent Fees
8.10	Authority to Practice
8.11	Taxes
8.12	Availability of Funds
8.13	Insurance
8.14	Ownership of Documents
8.14A	Photography of Final Project
8.15	Protection of Confidential Information Compliance with Public Records Law
8.16	Remedies
8.17	Indemnification
8.18	Conflict of Interest
8.19	Excusable Delays
8.20	Arrears
8.21	Notices
8.22	Severability
8.23	Entirety of Contractual Agreement
8.24	Successors and Assigns
8.25	Public Entity Crimes
8.26	Office of the Inspector General
8.27	Scrutinized Companies
8.28	Compliance with Laws and Regulations
8.29	No Third Party Beneficiary
8.30	Access and Audits
8.31	Section 179D Responsibilities
8.32	E-Verify
8.33	Interactions with County Staff
8.34	Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern
8.35	Effective Date
8.36	Human Trafficking Affidavit
8.37	Digital Accessibility Compliance
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
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CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL
Project Name: Palm Beach County Convention Center Expansion
Project No.: P-2025-000016 (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 **THE SCHEMMER ASSOCIATES INC.**, a Foreign Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. number is 47-0520408.

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 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 reproducibles and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.

- 2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos. CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.
- 2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.
- 2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of 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 CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also

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

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

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

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

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

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

8.4 PERSONNEL

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

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

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

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

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

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

8.5 CRIMINAL HISTORY RECORDS CHECK.

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

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:

Stephen Kathol
The Schemmer Associates Inc.
1044 N. 115th St., Ste. 300
Omaha, NE 68154

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.

8.37 DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

Project No.: P-2025-000016

Project Name: Palm Beach County Convention Center Expansion

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:

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

Michael Caruso, Clerk and Comptroller

BY: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
Director – FD&O

By: _____
Chief Assistant County Attorney

Project No.: P-2025-000016

Project Name: Palm Beach County Convention Center Expansion

WITNESS:

**THE SCHEMMER ASSOCIATES INC.:
CONSULTANT**

Carla B Plum

Signature

Stephen D Kathol

Signature

Carla B Plum

Name (type or print)

Stephen D. Kathol

Name (type or print)

President & CEO

Title



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

Detail by Entity Name

Foreign Profit Corporation

THE SCHEMMER ASSOCIATES INC.

Filing Information

Document Number 829302
FEI/EIN Number 47-0520408
Date Filed 01/05/1973
State NE
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 01/15/2020

Principal Address

1044 N. 115TH ST., STE. 300
 OMAHA, NE 68154

Changed: 01/15/2020

Mailing Address

1044 N. 115TH ST., STE. 300
 OMAHA, NE 68154

Changed: 01/15/2020

Registered Agent Name & Address

C T Corporation System
 1200 South Pine Island Road
 Plantation, FL 33324

Name Changed: 01/15/2020

Address Changed: 01/15/2020

Officer/Director Detail

Name & Address

Title President

Kathol, Stephen D.
 1044 N. 115TH ST., STE. 300
 OMAHA, NE 68154

Title VP

Heinze, Jason J.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title VP

Holle, Douglas G.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Treasurer

Justus, Zachary J.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Larsen, Shane L.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Swope, Shane E.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Secretary

Mumford, Tracy L
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Kerns, Daniel J
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Sutton, Matthew J
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Annual Reports

Report Year Filed Date

2024	01/19/2024
2025	01/14/2025
2026	01/27/2026

Document Images

<u>01/27/2026 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/14/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/26/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/23/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2020 -- REINSTATEMENT</u>	View image in PDF format
<u>03/23/2009 -- Reg. Agent Resignation</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 26% SBE utilization in its proposal and attached Schedule 1 and 2s.

CONTRACT EXHIBIT B

SCOPE OF WORK & FEE

ATTACHMENT B - Hourly Rates

The Schemmer Associates, Inc.

Hourly Rate Schedule for Palm Beach County

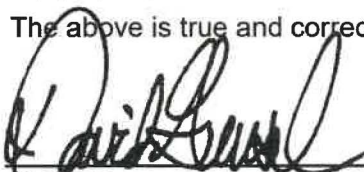
Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	\$80.00	3.0	\$240.00
Senior Project Manager	\$48.08	3.0	\$144.24
Project Manager	\$46.00	3.0	\$138.00
Senior Project Architect	\$44.71	3.0	\$134.13
Project Architect	\$42.00	3.0	\$126.00
Associate Architect	\$35.00	3.0	\$105.00
BIM Coordinator	\$26.50	3.0	\$79.50
Designer	\$25.00	3.0	\$75.00
Interior Designer	\$60.87	3.0	\$182.61
Administrative	\$25.00	3.0	\$75.00
Architectural Intern	\$20.00	3.0	\$60.00

Multiplier Calculation

Salary	1.000
Fringe Benefits = Benefits/Gross Pay	0.251
Overhead	1.449
Subtotal	2.700
Profit (10%)	0.300
Total Multiplier	3.000

Certification:

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



Signature

3-Sep-2025

Date

David Greusel, Principal

Name, Title

Song + Associates, Inc.

Fee Schedule

Hourly Rates

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	75.78	2.969	225
Project Executive	55.57	2.969	165
Project Manager	43.79	2.969	130
Sr Designer	43.79	2.969	130
Programmer	43.79	2.969	130
Construction Administration	43.79	2.969	130
Job Captain	38.73	2.969	115
CADD, Support Staff	30.31	2.969	90
Clerical, Support Staff, Administration	20.21	2.969	60

Multiplier Calculations

Salary		1.000
Fringe Benefits		0.350
Overhead		1.350
Subtotal		2.700
Profit (10%)		0.269
Total Multiplier		2.969

Contract Multiplier of

2.969 is provided per Resolution

Certification:

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

Signature

Date

Name, Title

**Palm Beach County Convention Center Expansion
Palm Beach County Project Number P-2025-000016
Labor Rates by Personnel Classification**

Subconsultant Name: Brown & Phillips, Inc.
Date: July 23, 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 (2 person)	\$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

HAMMOND & ASSOCIATES

CONSULTING ENGINEERS

33409 • (561) 689-0003 • hammondengineers.com

From: Nathan Hammond, P.E. – President, Hammond & Associates

Subject: Palm Beach County - Hammond Labor Rates

Date: August 14, 2025

Hammond & Associates will be providing Mechanical, Electrical, Plumbing, and Fire Protection Engineering Design

Below you will find our current rate schedule and multiplier schedule and we certify that rates list below are true ad accurate

Hourly Rates

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

Multiplier Calculations

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



Nathan Hammond, P.E.
President

Henderson Engineers

Hourly Rate Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Billing Rate
Director / Executive	\$114.19	2.189	\$250.00
Practice / Technical Manager	\$105.77	1.985	\$210.00
Project Manager	\$80.53	2.546	\$205.00
Senior Engineer / Designer	\$81.73	2.508	\$205.00
Lead Engineer / Designer	\$67.31	2.674	\$180.00
Engineer / Designer III	\$72.12	2.288	\$165.00
Engineer / Designer II	\$54.08	2.774	\$150.00
Engineer / Designer I	\$48.08	2.808	\$135.00
BIM Technician	\$63.46	1.733	\$110.00
Project Administration	\$40.02	2.749	\$110.00

Multiplier Calculation

Salary		1.000
Benefits		0.350
Overhead		0.857
Subtotal		2.207
Profit	10%	0.218
Total Average Multiplier		2.425



EXHIBIT B 2025 Billing Rates

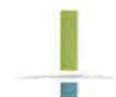
Position	Raw Rate	Loaded Rate
Senior Principal / President	\$97.64	\$290.00
Principal / Vice President	\$74.07	\$220.00
Associate Principal	\$72.39	\$215.00
Senior Associate	\$65.66	\$195.00
Associate	\$58.92	\$175.00
Senior Project Manager/Senior Project Engineer	\$52.19	\$155.00
Project Manager/Project 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





FEE SCHEDULE

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Senior Principal (Senior Vice President)	124.04	2.985	370.26
Principal (Vice President)	75.96	2.985	226.74
Senior Associate	68.10	2.985	203.28
Associate	61.18	2.985	182.62
Senior Engineer	52.41	2.985	156.44
Engineer	42.99	2.985	128.33
Senior BIM Specialist	61.75	2.985	184.32
BIM Specialist	40.54	2.985	121.01
Administrative Support	39.26	2.985	117.19

Multiplier Calculations

Salary	1.000
Fringe Benefits	0.284
Overhead	1.430
Subtotal	2.714
Profit (10%)	0.271
Total Multiplier	2.985

CERTIFICATION

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

Derek Beaman, Senior Principal
September 2, 2025



5840 Corporate Way, Suite 250 | West Palm Beach, FL 33407
 P: 561.651.9565 | 866.711.0987
 www.mosaicgroup.co

UPSCALE EVENTS BY MOSAIC, INC. DBA THE MOSAIC GROUP

Palm Beach County Project Number: P-2025-000016
Project Name: Palm Beach County Convention Center Expansion A/E Services


Mosaic Group Community Engagement & Public Outreach Team Fee Schedule (Hourly)		
PERSONNEL CLASSIFICATION	RAW RATE	FULLY BURDENED RATE
Principal	\$88.50	\$265.50
Project Manager	\$58.35	\$175.05
Assistant Project Manager	\$41.75	\$125.25
Community Engagement & Public Outreach Officer	\$50.00	\$150.00
Community Outreach Manager	\$41.75	\$125.25
Community Outreach Coordinator	\$35.00	\$105.00
Media Relations Manager	\$41.75	\$125.25
Graphic Designer	\$41.75	\$125.25
Website Developer	\$45.00	\$135.00
Digital Media Manager (Social Media, Email Marketing)	\$41.75	\$125.25
Market Research Specialist	\$41.75	\$125.25
Multi-Media Production Manager (Videography)	\$50.00	\$150.00
Photographer	\$41.75	\$125.25
Project Administrative Assistant/Support Staff	\$30.00	\$90.00
Contact Center Agent	\$20.00	\$60.00
MSquad Community Ambassador/Street Team Member	\$23.00	\$69.00

MULTIPLIER CALCULATIONS

Salary	1.000
Fringe Benefits	0.250
Overhead	1.440
Subtotal	2.690
Profit 12%	0.323
Total Multiplier	3.013*

* Maximum allowable multiplier of 3.0 has been used to calculate fully burdened rates.

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


 Ann Marie Sorrell, President & CEO

September 5, 2025
 Date



Palm Beach County Convention Center Expansion

Project No. P-2025-000016

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	\$ 250.96
Sr. Network Engineer	\$ 74.52	2.90	\$ 216.11
Engineer IV	\$ 79.33	2.90	\$ 230.05
Engineer III	\$ 57.69	2.90	\$ 167.31
Engineer II	\$ 45.67	2.90	\$ 132.45
Engineer Analyst	\$ 33.65	2.90	\$ 97.60
Sr. Designer	\$ 40.87	2.90	\$ 118.51
Designer	\$ 30.00	2.90	\$ 87.00
Project Assistant	\$ 33.65	2.90	\$ 97.60

Certification:

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

Signature

09/02/2025

Date



**Palm Beach County Convention Center Expansion
Palm Beach County Project #P2025-000016**

WIRX Engineering, LLC

**Hourly Billing Rates
(Rate Multiplier = 3.0)**

EMPLOYEE TITLE	MAX RAW HOURLY RATE (\$/hr)	MULTIPLIER (3.0)	MAX BILLING RATE (\$/hr)
Senior Engineer	\$ 65.00	3.0	\$ 195.00
Project Engineer	\$ 55.00	3.0	\$ 165.00
Staff Engineer	\$ 45.00	3.0	\$ 135.00
CAD Technician	\$ 38.00	3.0	\$ 114.00
Clerical	\$ 28.00	3.0	\$ 84.00

Geotechnical & Laboratory Testing Rates

DESCRIPTION	UNIT PRICE	UNIT
Ground Penetrating Radar	\$ 1,500.00	Day
Equipment Mobilization	\$ 640.00	Each
Drill Crew Support Vehicle	\$ 250.00	Day
SPT Boring (0-50')	\$ 19.00	Foot
SPT Boring (51-100')	\$ 24.00	Foot
Temporary Casing (0-50')	\$ 12.00	Foot
Temporary Casing (51-100')	\$ 14.00	Foot
Borehole Grouting (0-50')	\$ 8.00	Foot
Borehole Grouting (51-100')	\$ 9.00	Foot
Auger Borings	\$ 15.00	Foot
Exfiltration Test	\$ 475.00	Each
Moisture Content	\$ 25.00	Test
Fines Content (-200)	\$ 65.00	Test
Organic Content	\$ 65.00	Test

Certification:

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

Signature

7/23/2025

Date

ATTACHMENT B - Hourly Rates

Wrightson Johnson Haddon & Williams

Rate Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	\$ 117.79	2.971	\$ 350.00
Consultant	\$ 69.71	2.941	\$ 205.00
Acoustic Designer	\$ 69.71	2.869	\$ 200.00
BIM Model Manager	\$ 69.71	2.869	\$ 200.00
BIM specialist	\$ 40.87	2.936	\$ 120.00
Administration	\$ 31.25	2.880	\$ 90.00

Multiplier Calculations		
Salary		1.000
Benefits		0.350
Overhead		1.350
Profit	10%	0.269
Total		2.969

Firm Name: Cini-Little International, Inc.
Project: Palm Beach County Convention Center Expansion
CLI #: 18472A


Hourly Rate Schedule

Personnel Classification	Hourly Pay	Multplier	Hourly Rate
Principal/Vice President	55.63	3.00	166.89
Director	44.57	3.00	133.71
Senior Project Manager	49.14	3.00	147.42
Administration	32.29	3.00	96.87

Multiplier Calculations

Type	Multiplier
Salary	1.00
Fringe Benefits	0.45
Overhead	2.34
Subtotal	3.79
Profit (10%)	0.38
Total Multiplier	4.17

Cini-Little understands that the maximum multplier allowed is 3.0. We agree to this as the multplier used in lieu of the one calculated above.

Signature: 
Name: Kathryn Petrovich
Title: CFO
Date: 9/8/2025
Phone #: 240-454-7771
Email: kpetrovich@cinilittle.com



CONTRACT EXHIBIT C

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

EBO Schedules will be provided on each CSA for services performed under the Palm Beach County Convention Center Expansion contract.

CONTRACT EXHIBIT D

INSURANCE CERTIFICATES

CONTRACT EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT #P-2025-000016 : Palm Beach County Convention Ctr. Expansion A/E Svcs.

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

(Attach additional sheets as needed.)

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

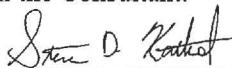
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by Steve Kathol, as
(Name of Individual)

President, of The Schemmer Associates, Inc.
(Title/Position) (Firm Name of Consultant)

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


(Signature)

5 March 2026
(Date)

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A

(Attach additional sheets as needed.)

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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:) Jill Lanigan, as (Title/Position:) Principal of (Name of Firm:) Song + Associates, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature

February 27, 2025

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

none


(Attach additional sheets as needed.)

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



Signature

February 25, 2025

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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N/A

(Attach additional sheets as needed.)

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

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



Signature

2/27/2025

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

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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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N/A

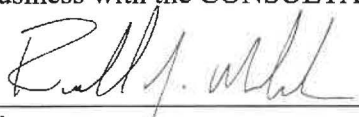
(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) Russ Murdock, as (Title/Position:) Convention Center Practice Director of (Name of Firm:) Henderson Engineers 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

3/3/2025

Date

April 16, 2026

Tiffany Arnold
Henderson Engineers, Inc.
8345 Lenexa Drive
Lenexa, Kansas 66214

Palm Beach County – Capital Improvements Division
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, Florida 33411

Attn: Fernando Del Dago, AIA, LEED AP
Director – Capital Improvements Division

RE: Sunbiz Signature Authorization
Project: Palm Beach County Convention Center Expansion
Henderson Project No.: 2550001726

Dear Mr. Del Dago:

This letter serves as formal confirmation that Russell Murdock, Technical Director, is authorized to sign documents and execute agreements on behalf of Henderson Engineers, Inc. exclusively in connection with the Palm Beach County Convention Center Expansion project.

The individual listed above is authorized to sign and execute any documents, contracts, amendments, certifications, or related instruments required in the normal course of business that are binding upon Henderson Engineers, Inc., subject to applicable corporate policies and the limitation outlined below.

Scope of Authority:

- Authorized Documents: Contracts, amendments, certifications, and related instruments required in the normal course of business
- Limitations: Authority is limited solely to the Palm Beach County Convention Center Expansion project

This authorization shall remain in effect until revoked in writing by Henderson Engineers, Inc. If you require additional information or verification regarding this authorization, please contact the undersigned.

Sincerely,



Tiffany Arnold
Chief Legal Officer
Henderson Engineers

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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n/a

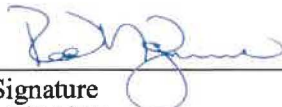
(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) Ronald Jezerinac, as (Title/Position:) President of (Name of Firm:) Jezerinac Group 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
2/24/25

Date

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

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This DISCLOSURE is submitted by (Name of Individual:) Derek Beaman, as (Title/Position:) Senior Principal of (Name of Firm:) Magnusson Klemencic Associates, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

March 4, 2025

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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N/A


(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) Ann Marie Sorrell, as (Title/Position:) President & CEO of (Name of Firm:) Upscale Events by Mosaic, Inc. dba The Mosaic Group 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 28, 2025

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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This DISCLOSURE is submitted by (Name of Individual:) Gregory Stelmack, PE, as (Title/Position:) Managing Partner of (Name of Firm:) WIRX 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

02/25/25

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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N/A

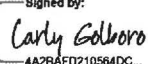
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This DISCLOSURE is submitted by (Name of Individual:) Carly Golboro as (Title/Position:) Contracts Administrator of (Name of Firm:) WJHW, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signed by:


Signature
February 27, 2025

Date



WJHW, Inc. ("WJHW")

Designers and Planners for Sound, Video, Multi-Media
Telecommunications, Broadcast, Theatre & Acoustics

April 23, 2026

Via Email: dgreusel@schemmer.com

David Greusel, FAIA
Venue Sector Lead
Convergence Design, a Schemmer Company
1600 Genessee, Suite 620
Kansas City, Missouri 64102

Re: **Signature Authority for WJHW, Inc.**

Dear David:

The following will have signature authority for engagements with WJHW, Inc.:

- Paul Yeomans, CEO/General Manager
- Logan Meier, SVP – USA
- Carly Golboro – Controller
- Charles Adkinson, SVP Commercial – USA (up to \$150,000 USD)

For the engagement with Palm Beach County, Florida, WJHW, Inc.'s Procurement Vendor Registration Number is VS0000040449.

Thank you for the opportunity to be of service. Please reach out to Todd Semple at tsemple@wjhw.com if you have any questions or need further information.

Best Regards,

Paul Yeomans
CEO

cc: Logan Meier
Carly Golboro
Charles Adkinson
Todd Semple

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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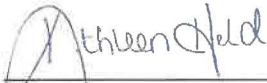
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This DISCLOSURE is submitted by (Name of Individual:) Kathleen Held, CPSM, as (Title/Position:) Ceo/President of (Name of Firm:) Cini-Little International, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

March 3, 2025

Date

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT #P-2025-000016 : Palm Beach County Convention Ctr. Expansion A/E Svcs.

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

N/A

(Attach additional sheets as needed.)

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THIS DISCLOSURE is submitted by Samuel D. Trotman, as
(Name of Individual)

President, of SpectrumHaven, LLC
(Title/Position) (Firm Name of Consultant)

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

Samuel D Trotman
Digitally signed by Samuel D Trotman
Date: 2026.03.09 10:31:45 -04'00'
(Signature)

03/09/2026
(Date)

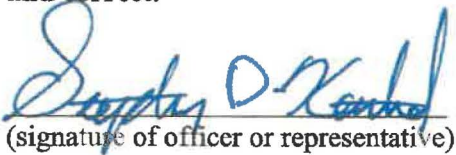
CONTRACT EXHIBIT F

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 The Schemmer Associates Inc.
(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)

Stephen D. Kathol, President & CEO
(printed name and title of officer or representative)

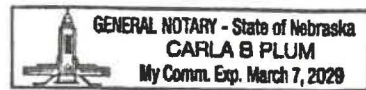
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 10th day of February, 2026, by Carla B Plum.

Personally known OR produced identification .

Type of identification produced _____.

Carla B Plum
NOTARY PUBLIC
My Commission Expires:
State of ~~Florida~~ at large
Nebraska



(Notary Seal)

ATTACHMENT #5

CONSULTANT SERVICES AUTHORIZATION # 1

THE SCHEMMER ASSOCIATES INC.

PBC CONVENTION CENTER EXPANSION

PROJECT NO. P-2025-000016

DISTRICT NO. 2

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 1 to the Contract dated _____ (R_____) (the “Contract”) between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: THE SCHEMMER ASSOCIATES INC., whose Federal Tax ID# is 47-0520408.

2. History: Not applicable. This CSA is for a new project.

3. Services completed to date: Not applicable. This CSA is for a new project.

4. Description of Services to be provided by Consultant: Professional services shall include programming and conceptual design services to expand the current PBC Convention Center by approximately 280,000 square feet. Services include the development of a master plan to locate a new 175 room hotel on site to promote mutually beneficial operations for both the hotel and the Convention Center as detailed on the attached proposal dated March 26, 2026. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant’s proposal, the terms and conditions of the Contract shall control.

5. Compensation: The compensation to be paid to the Consultant for the requested services shall be: Lump Sum charge of **\$633,282.35**.

6. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.

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

7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.

8. All terms, conditions, and obligations of the original Contract, as amended, shall remain in full force and effect, unless specifically noted as follows:

No changes

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

10. SBD Program:

The API established for this contract is a mandatory minimum of 20% SBE participation. The Consultant in its contract committed to SBE participation of 26%. SBE participation for this CSA is 34.21%. When added to the Consultant's participation to date, the resulting SBE participation is 34.21%.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project No.: P-2025-000016
Project Name: PBC Convention Center Expansion

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

ATTEST:
MICHAEL A. CARUSO, CLERK &
COMPROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor
Date: _____

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Chief Assistant County Attorney

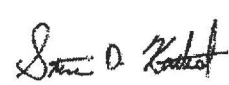
By:  _____
Jennifer Ferriol, Director - FD&O

WITNESS:


CONSULTANT: THE SCHEMMER ASSOCIATES
INC.



Signature

By: 

Signature



Name (type or print)

Steve D. Kathol

Name (type or print)

President & CEO
Title

(Corporate Seal)



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

Detail by Entity Name

Foreign Profit Corporation

THE SCHEMMER ASSOCIATES INC.

Filing Information

Document Number	829302
FEI/EIN Number	47-0520408
Date Filed	01/05/1973
State	NE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/15/2020

Principal Address

1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Changed: 01/15/2020

Mailing Address

1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Changed: 01/15/2020

Registered Agent Name & Address

C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 01/15/2020

Address Changed: 01/15/2020

Officer/Director Detail

Name & Address

Title President

Kathol, Stephen D.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title VP

Heinze, Jason J.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title VP

Holle, Douglas G.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Treasurer

Justus, Zachary J.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Larsen, Shane L.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Swope, Shane E.
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Secretary

Mumford, Tracy L
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Kerns, Daniel J
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Title Director

Sutton, Matthew J
1044 N. 115TH ST., STE. 300
OMAHA, NE 68154

Annual Reports

Report Year Filed Date

2024	01/19/2024
2025	01/14/2025
2026	01/27/2026

Document Images

<u>01/27/2026 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/14/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/26/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/23/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2020 -- REINSTATEMENT</u>	View image in PDF format
<u>03/23/2009 -- Reg. Agent Resignation</u>	View image in PDF format

SCHEMMER

architecture | engineering | +

Date: May 5, 2026

Mr. Fernando Del Dago, AIA, LEED AP
Director-Capital Improvements Division
Palm Beach County – Capital Improvement Division
Facilities Development, & Operations
2633 Vista Parkway
West Palm Beach, Florida 33411

To Whom It May Concern,

This letter serves as formal confirmation that **David Greusel**, Manager, Architecture, is hereby authorized to sign documents and execute agreements on behalf of **The Schemmer Associates Inc.**, effective **January 8, 2026**.

David Greusel is authorized to sign any documents, contracts, amendments, certifications, or related instruments that are required in the normal course of business and are binding upon The Schemmer Associates Inc., subject to applicable corporate policies and any limitations outlined below.

Scope of Authority:

- Authorized to sign: **OSBD Schedule 1 documents**
- Limitations (if any): **None**

This authorization shall remain in effect until **revoked in writing by The Schemmer Associates Inc.**

If you require additional information or verification regarding this authorization, please contact the undersigned.

Sincerely,

Authorized By:

Name: Steve D. Kathol

Title: Chief Executive Officer

Company: The Schemmer Associates Inc.

Signature:  _____

Date: May 6, 2026

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM



Design with Purpose. Build with Confidence.

26 March 2026

Mr. Fernando Del Dago, Director
Palm Beach County Capital Improvements
Division 2633 Vista Parkway
West Palm Beach, FL 33411

RE: Professional Architectural & Engineering Services
for Palm Beach County Convention Center
Expansion Phase 1, Programming & Concept Design
Services

Dear Mr. Del Dago:

The Schemmer Associates, Inc, in association with Song + Associates, Inc. and our subconsultants (collectively, Architect) is honored to have been selected to provide architectural and engineering services for the proposed expansion to the Palm Beach Convention Center and respectfully submit our proposal for professional services for the Programming and Concept Design phase.

I. PROJECT UNDERSTANDING

The County proposes to expand the current Palm Beach County Convention Center (PBCCC) by approximately 280,000 square feet. The intention of this project is to make the PBCCC more competitive with newer convention facilities in the region, to retain existing clients and attract new ones, and to drive greater economic impact to the County through increased visitation by out of town attendees. Part of the planning process will be to locate a new 175 room hotel on the PBCCC site in a way that will promote mutually beneficial operations of both the hotel and the convention center.

The proposed scope of this proposal includes:

- Programming and functional needs analysis
- Conceptual diagrams + site design
- Order of magnitude cost evaluation
- Comparative analysis of the proposed project

Future phases of work will include but, not be limited to architectural and engineering design, interior design, construction documents, and construction administration services. It is anticipated that Architect will proceed with this future work on successful completion of Phase 1 Programming & Concept Design Services

II. SCOPE OF SERVICES

The Schemmer Associates, Inc and its subconsultants (Architect) will perform the following tasks for the County in service of the above Project Understanding:

Phase 1

Task A. Needs Assessment/ Programming

The programming and concept development will be a team effort with participation by PBCCC management, County staff, and the design team members. We envision a series of meetings and interviews with key convention center user groups, as well as the public. The process includes a needs assessment of each of the primary convention functions through an interview process. The Design Team will facilitate visioning sessions with the programming participants to identify,

discuss, and prioritize values and goals that will inform the Project, including institutional purposes, revenue and tourism objectives, and technology upgrades desired.

A preliminary space program report will define the project needs including size, adjacency, space standards, functional parameters and space utilization. The program will address the entire convention center, including existing as well as proposed space, to provide a guide for the ultimate development of convention facilities on site. Scope of work included in Task A includes:

1. Conduct project kickoff meeting to define the project goals including anticipated budget and schedule.
2. Research and investigate project requirements, current facility usage, convention center design trends and event growth projections.
3. Conduct interviews and visioning sessions with program participants.
4. Conduct public outreach to ascertain community goals for the project and coordinate with the County's project goals.
5. Develop a space program report including functional parameters, space size charts for each department or function. Functional analysis will include the various operational modes of the PBCCC such as conventions, trade shows, consumer shows, banquets, and meetings.
6. Meet with the program participants to review the functional space diagrams and program data for alignment with the program intent.
7. Provide the final program report.

Task B. Conceptual Site Design

At the conclusion of Task A, the design team will explore and develop options to test-fit the proposed facilities (including the proposed hotel) on the identified site. The goal of this task will be to identify the site constraints and opportunities to a sufficient level to identify the cost and schedule drivers. Scope of work included in Task B includes:

1. Evaluation of available site data including prior planning + zoning approvals and commitments, existing utilities, stormwater drainage infrastructure, environmental and other site conditions.
2. Preliminary geotechnical investigation.
3. Conduct a land survey of the project site, including recorded easement information.
4. Account for existing site uses and functions including the current convention center, parking garage, adjacent hotel, Howard Park, and adjoining roadways.
5. Develop a minimum of three alternative conceptual site massing diagrams to include vehicular and pedestrian access and circulation, parking, required setbacks and height restrictions, buffers, and easements, drainage and open space requirements.
6. Conduct a Design Workshop meeting with the project team to explore and discuss the concept site diagrams.
7. Evaluate the concept site plans for program fit, constructability, cost, and functionality.
8. Develop a preferred site alternative diagram, including a 3D computer massing model illustrating the overall site master plan.
9. Evaluate current and future parking demand on site to validate that adequate parking will be provided on site to accommodate both the existing and new expansion of the Convention Center.
10. Provide preliminary zoning and building code analyses investigating allowable area, height, and setback requirements that will pertain to the expansion.

Task C. Conceptual Order of Magnitude Cost and Schedule

An Order of Magnitude Cost Opinion will be developed based on the preferred conceptual site diagram, use programming data and our team's knowledge of comparable facility costs. The cost opinion will be formulated to include not only construction cost but also related project costs. We

will include a hypothetical design and construction schedule that outlines steps in the process and suggests a possible phasing plan for construction. If a Construction Manager has been contracted by this point in Phase 1, their development of a cost estimate will be included in addition to the Design Team's cost opinion. Scope of work included in Task C includes:

1. The design team consultants for Planning, Landscape Architecture, Civil, Structural and MEP Engineering will evaluate the proposed conceptual site diagram and building program needs and provide initial recommendations of the project approach including systems and materials.
2. A workshop meeting will be held with the Construction Manager to assist their development of the Order of Magnitude cost estimate.
3. Develop a Cost & Schedule report to submit to the County for approval.

Task D. Comparative Report

A presentation and report will be provided to the County which includes the program results, conceptual site plan and massing diagrams, and order of magnitude cost estimate. The Comparative Report is intended to present design options with the team's assessment of pros and cons including cost and schedule impacts. The report will show the potential impacts of the project (including anticipated phasing for potential impact on operations) on current site functions, adjoining roadways, pedestrian and alternative transit systems, and neighboring uses including Howard Park.

III. COMPENSATION

County will compensate Architect for the services as described above for a fixed fee amount of \$576,282.35 plus reimbursable expenses as described below. Fee breakdown by task is as follows:

Phase 1:

Task A. Organizational Needs Assessment / Programming	\$ 204,055.73
Task B. Conceptual Site Design	\$ 127,616.08
Task C. Conceptual Order of Magnitude Cost and Schedule	\$ 48,713.31
Task D. Comparative Report	\$ 48,086.68
Land Survey	\$ 97,986.54
Preliminary Geotechnical Report	49,824.00
<hr/>	
Subtotal:	\$ 576,282.35
Reimbursable Expense Allowance (Not to Exceed)	\$ 57,000.00
<hr/>	
Total:	\$ 633,282.35

A breakdown of this proposed fee by phase and task is provided as Attachment A to this Proposal. Architect will bill County monthly for each task or percentage of each task completed.

IV. REIMBURSABLE EXPENSES

Architect shall be paid for all normal reimbursable expenses such as, but not limited to, printing, reproductions, postage, special delivery, mileage and travel expenses outside the County, supplemental renderings and 3D printing in addition to the base compensation. Reimbursable expenses in excess of

\$57,00.00 shall not be reimbursed unless agreed to in writing by the County.

The Schemmer Associates, Inc will await a formal written agreement and/or purchase order to serve as Architect's authorization to proceed. We greatly appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

The Schemmer Associates, Inc



David Greusel, FAIA
Venue Sector Lead
Manager, Architecture Kansas City, MO Office



Dan Kerns, AIA, NCARB
Principal
Executive Manager, Architecture

ATTACHMENTS: Attachment A – Time and Task Spreadsheet
Attachment B – Standard Hourly
Rates Attachment C – Land Survey
Proposal
Attachment D – Preliminary Geotechnical
Proposal Attachment E – OEBO Schedule 1
Attachment F – OEBO Schedule 2

ATTACHMENT B - Hourly Rates

The Schemmer Associates, Inc.

Hourly Rate Schedule for Palm Beach County

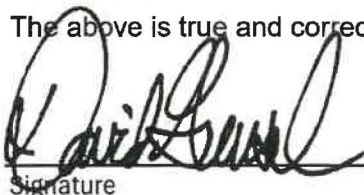
Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	\$80.00	3.0	\$240.00
Senior Project Manager	\$48.08	3.0	\$144.24
Project Manager	\$46.00	3.0	\$138.00
Senior Project Architect	\$44.71	3.0	\$134.13
Project Architect	\$42.00	3.0	\$126.00
Associate Architect	\$35.00	3.0	\$105.00
BIM Coordinator	\$26.50	3.0	\$79.50
Designer	\$25.00	3.0	\$75.00
Interior Designer	\$60.87	3.0	\$182.61
Administrative	\$25.00	3.0	\$75.00
Architectural Intern	\$20.00	3.0	\$60.00

Multiplier Calculation

Salary	1.000
Fringe Benefits = Benefits/Gross Pay	0.251
Overhead	1.449
Subtotal	2.700
Profit (10%)	0.300
Total Multiplier	3.000

Certification:

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



Signature

3-Sep-2025

Date

David Greusel, Principal

Name, Title

Song + Associates, Inc.

Fee Schedule

Hourly Rates

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	75.78	2.969	225
Project Executive	55.57	2.969	165
Project Manager	43.79	2.969	130
Sr Designer	43.79	2.969	130
Programmer	43.79	2.969	130
Construction Administration	43.79	2.969	130
Job Captain	38.73	2.969	115
CADD, Support Staff	30.31	2.969	90
Clerical, Support Staff, Administration	20.21	2.969	60

Multiplier Calculations

Salary		1.000
Fringe Benefits		0.350
Overhead		1.350
Subtotal		2.700
Profit (10%)		0.269
Total Multiplier		2.969

Contract Multiplier of

2.969 is provided per Resolution

Certification:

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

Signature

Date

Name, Title



EXHIBIT B

2025 Billing Rates

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





FEE SCHEDULE

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Senior Principal (Senior Vice President)	124.04	2.985	370.26
Principal (Vice President)	75.96	2.985	226.74
Senior Associate	68.10	2.985	203.28
Associate	61.18	2.985	182.62
Senior Engineer	52.41	2.985	156.44
Engineer	42.99	2.985	128.33
Senior BIM Specialist	61.75	2.985	184.32
BIM Specialist	40.54	2.985	121.01
Administrative Support	39.26	2.985	117.19

Multiplier Calculations

Salary	1.000
Fringe Benefits	0.284
Overhead	1.430
Subtotal	2.714
Profit (10%)	0.271
Total Multiplier	2.985

CERTIFICATION

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

Derek Beaman, Senior Principal
September 2, 2025

Henderson Engineers

Hourly Rate Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Billing Rate
Director / Executive	\$114.19	2.189	\$250.00
Practice / Technical Manager	\$105.77	1.985	\$210.00
Project Manager	\$80.53	2.546	\$205.00
Senior Engineer / Designer	\$81.73	2.508	\$205.00
Lead Engineer / Designer	\$67.31	2.674	\$180.00
Engineer / Designer III	\$72.12	2.288	\$165.00
Engineer / Designer II	\$54.08	2.774	\$150.00
Engineer / Designer I	\$48.08	2.808	\$135.00
BIM Technician	\$63.46	1.733	\$110.00
Project Administration	\$40.02	2.749	\$110.00

Multiplier Calculation

Salary		1.000
Benefits		0.350
Overhead		0.857
Subtotal		2.207
Profit	10%	0.218
Total Average Multiplier		2.425

HAMMOND & ASSOCIATES

CONSULTING ENGINEERS

33409 • (561) 689-0003 • hammondengineers.com

From: Nathan Hammond, P.E. – President, Hammond & Associates

Subject: Palm Beach County - Hammond Labor Rates

Date: August 14, 2025

Hammond & Associates will be providing Mechanical, Electrical, Plumbing, and Fire Protection Engineering Design

Below you will find our current rate schedule and multiplier schedule and we certify that rates list below are true ad accurate

Hourly Rates

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

Multiplier Calculations

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



Nathan Hammond, P.E.
President

ATTACHMENT B - Hourly Rates

Wrightson Johnson Haddon & Williams

Rate Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	\$ 117.79	2.971	\$ 350.00
Consultant	\$ 69.71	2.941	\$ 205.00
Acoustic Designer	\$ 69.71	2.869	\$ 200.00
BIM Model Manager	\$ 69.71	2.869	\$ 200.00
BIM specialist	\$ 40.87	2.936	\$ 120.00
Administration	\$ 31.25	2.880	\$ 90.00

Multiplier Calculations		
Salary		1.000
Benefits		0.350
Overhead		1.350
Profit	10%	0.269
Total		2.969



Palm Beach County Convention Center Expansion

Project No. P-2025-000016

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	\$ 250.96
Sr. Network Engineer	\$ 74.52	2.90	\$ 216.11
Engineer IV	\$ 79.33	2.90	\$ 230.05
Engineer III	\$ 57.69	2.90	\$ 167.31
Engineer II	\$ 45.67	2.90	\$ 132.45
Engineer Analyst	\$ 33.65	2.90	\$ 97.60
Sr. Designer	\$ 40.87	2.90	\$ 118.51
Designer	\$ 30.00	2.90	\$ 87.00
Project Assistant	\$ 33.65	2.90	\$ 97.60

Certification:

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

Signature

09/02/2025

Date

Firm Name: Cini-Little International, Inc.
Project: Palm Beach County Convention Center Expansion
CLI #: 18472A


Hourly Rate Schedule

Personnel Classification	Hourly Pay	Multplier	Hourly Rate
Principal/Vice President	55.63	3.00	166.89
Director	44.57	3.00	133.71
Senior Project Manager	49.14	3.00	147.42
Administration	32.29	3.00	96.87

Multiplier Calculations

Type	Multiplier
Salary	1.00
Fringe Benefits	0.45
Overhead	2.34
Subtotal	3.79
Profit (10%)	0.38
Total Multiplier	4.17

Cini-Little understands that the maximum multplier allowed is 3.0. We agree to this as the multplier used in lieu of the one calculated above.

Signature: 
Name: Kathryn Petrovich
Title: CFO
Date: 9/8/2025
Phone #: 240-454-7771
Email: kpetrovich@cinilittle.com





5840 Corporate Way, Suite 250 | West Palm Beach, FL 33407
 P: 561.651.9565 | 866.711.0987
 www.mosaicgroup.co

UPSCALE EVENTS BY MOSAIC, INC. DBA THE MOSAIC GROUP

Palm Beach County Project Number: P-2025-000016
Project Name: Palm Beach County Convention Center Expansion A/E Services


Mosaic Group Community Engagement & Public Outreach Team Fee Schedule (Hourly)		
PERSONNEL CLASSIFICATION	RAW RATE	FULLY BURDENED RATE
Principal	\$88.50	\$265.50
Project Manager	\$58.35	\$175.05
Assistant Project Manager	\$41.75	\$125.25
Community Engagement & Public Outreach Officer	\$50.00	\$150.00
Community Outreach Manager	\$41.75	\$125.25
Community Outreach Coordinator	\$35.00	\$105.00
Media Relations Manager	\$41.75	\$125.25
Graphic Designer	\$41.75	\$125.25
Website Developer	\$45.00	\$135.00
Digital Media Manager (Social Media, Email Marketing)	\$41.75	\$125.25
Market Research Specialist	\$41.75	\$125.25
Multi-Media Production Manager (Videography)	\$50.00	\$150.00
Photographer	\$41.75	\$125.25
Project Administrative Assistant/Support Staff	\$30.00	\$90.00
Contact Center Agent	\$20.00	\$60.00
MSquad Community Ambassador/Street Team Member	\$23.00	\$69.00

MULTIPLIER CALCULATIONS

Salary	1.000
Fringe Benefits	0.250
Overhead	1.440
Subtotal	2.690
Profit 12%	0.323
Total Multiplier	3.013*

* Maximum allowable multiplier of 3.0 has been used to calculate fully burdened rates.

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


 Ann Marie Sorrell, President & CEO

September 5, 2025
 Date

ATTACHMENT C - Land Survey Proposal



Mr. David Greusel
Convergence Design
1600 Genessee Suite 620
Kansas City, MO 64102

**Re: Palm Beach County Convention Center at 650 Okeechobee Boulevard
(PCN 74-43-43-21-17-001-0000) Boundary & Topographic Survey**

Dear David:

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.

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. BOUNDARY TIES AND MONUMENTATION

We will search for and tie in any existing boundary corners. These will be added to the drawing and will aid in controlling the survey. We will set a monument at all corners of the boundary, where missing, as required by law. We will then prepare a boundary survey in accordance with the Standards of Practice in Rule 5J-17.050 – 0.53, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. We will review any title work supplied by you.

IV. TIE IN IMPROVEMENTS AND CROSS SECTIONS

A complete topographic survey will be done at the site 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 in green on Attachment 'B' and include the entire County-owned parcel that the Convention Center sits on, including the south parking lot and parking structure. We will extend the survey to the centerline of adjoining public streets and to the front of the existing hotel. The survey will also include any retaining walls that may exist along the west property line, regardless of which side of the property line they are on.

V. 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. Inverts will not be measured in active traffic lanes. Traffic control, lane closures, off duty police are not included.

VI. UNDERGROUND UTILITIES

We will scan and target the underground utilities that service the site. We will then locate the designated utilities and add them to the survey. No test holes are proposed.

VII. TREE SURVEY

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

VIII. ITEMS NOT INCLUDED

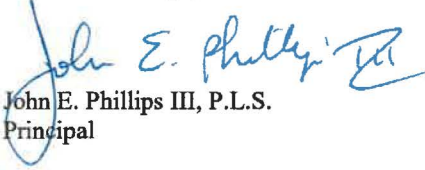
The proposed boundary and topographic survey will **not** include the following items:

- a. Sub-surface foundations of structures
- b. Storm and sanitary sewer inverts of recessed or debris-filled structures
- c. Roof drains
- d. Sprinkler heads
- e. Overhead clearances (signal heads, wires, bridges, roofs, overhangs, walkways, etc.)
- f. Temporary features such as trailers, movable barriers/fences, solar lighting, etc.
- g. No features internal of the parking garage

IX. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Schemmer Associates 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 \$97,986.54** (\$88,986.54 for surveying and \$9,000.00 for utility targeting), 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: _____
The Schemmer Associates Inc.

Print Name: _____

Title: _____

ATTACHMENT 'A'

**Palm Beach County Convention Center at 650 Okeechobee Boulevard
(PCN 74-43-43-21-17-001-0000)**

Type of Survey: Boundary & Topographic

Size: ±19.5

Date: July 28, 2025

TASK	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				4	
Horizontal Project Network Control	30		36	20	Review title package. Set control points, work up R/W
Vertical Project Network Control	20		3		Establish onsite benchmarks
Section/Boundary Ties	20		10	5	Find and locate existing monumentation
Boundary Monumentation	16		2	1	Set property corners
Tie In Improvements and Cross Sections	160		32	12	All above ground features, 50' cross sections & spot elevs.
As-builts	25		5	1	Obtain as-built data
Underground Utilities	16	3	3	1	Field locate flagged utilities
Trees	36	10	6	2	Locate trees over 4" in diameter, number and label
Drawing		80	16	8	Prepare boundary & topographic survey
		10	16	4	Address comments
Total Hours:	323	103	129	58	
Rate/Hour	\$163.86	\$114.00	\$114.00	\$165.72	
Subtotal:	\$52,926.78	\$11,742.00	\$14,706.00	\$9,611.76	
Total Labor Cost:					\$88,986.54

Other Direct Costs:

Utility Targeting Services

quantity

4.5

unit

days

cost/unit

\$2,000.00

total

\$9,000.00

Other

\$0.00

Total Other Direct Costs:

\$9,000.00

TOTAL PRICE

\$97,986.54

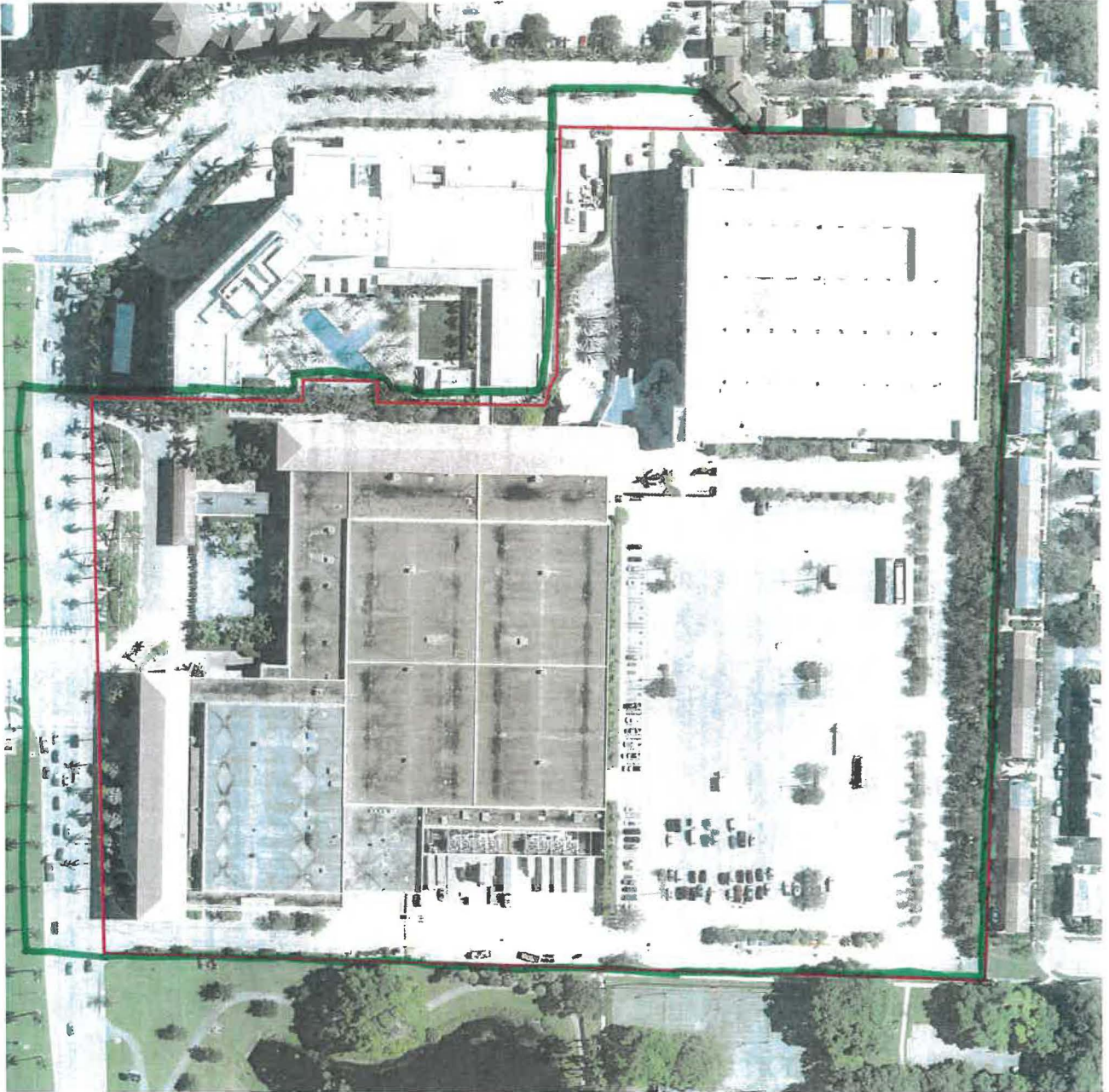
**Palm Beach County Convention Center Expansion
Palm Beach County Project Number P-2025-000016
Labor Rates by Personnel Classification**

Subconsultant Name: Brown & Phillips, Inc.
Date: July 23, 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 (2 person)	\$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





July 14, 2025

Convergence

1600 Genessee, Suite 620
Kansas City, MO 64102

Attention: David Greusel, FAIA

Mobile: 913-244-3545

Email: david@convergencecdesignllc.com

**Subject: Proposal for Preliminary Geotechnical Engineering Services
Palm Beach County Convention Center Expansion
West Palm Beach, Florida
Palm Beach County Project #P2025-000016
WIRX Proposal No.: 25-P-019**

Dear Mr. David Greusel,

WIRX Engineering, LLC (WIRX) is pleased to submit this proposal for the above-referenced project. The existing Palm Beach County Convention Center is an approximately 340,000 square foot facility located in the downtown district of the City of West Palm Beach. We understand that the project includes the expansion of facility to a total of 620,000 square feet. We have not been provided with any specific structural information; however, we expect the structure to have a combination of weight-bearing masonry or tilt-up walls and isolated steel/concrete columns, with maximum wall loads on the order of 15 kips per lineal foot and maximum column loads on the order of 150 kips.

The purpose of our work described herein is to obtain general subsurface soil information so that preliminary recommendations can be provided for site preparation procedures, foundations, and other geotechnical aspects of the project. This proposal presents our proposed scope of work and establishes our schedule and fee for performing the work.

SCOPE OF SERVICES

The proposed scope of work for the project consists of the following:

1. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the tests as per Florida Statutes. A private underground utility locating service provider will be retained to locate private underground utilities in the vicinity of the boring locations using ground penetrating radar and electromagnetic technology.
2. Mobilize a truck-mounted drill rig and personnel.
3. Perform nine (9) Standard Penetration Test (SPT) borings to depths of 50 feet in accordance with ASTM D-1586. Following completion of the drilling and testing, the boreholes will be backfilled with grout.
4. Perform four (4) field permeability tests within 10 feet deep auger borings in accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV.

5. Visually classify the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS). Assign laboratory testing of selected soil samples for index property determinations limited to moisture content, fines content, and organic content tests to assist in classifying the soils for engineering purposes (ASTM 2487).
6. Perform appropriate geotechnical engineering analyses and prepare a Preliminary Geotechnical Engineering Report providing the results of the SPT borings, permeability tests, the soil laboratory testing, and site preparation and foundation recommendations. *Additional SPT borings should be conducted once building locations are finalized and other pertinent information concerning the new facility is available.*

Prior to the mobilization of the drilling equipment, WIRX will notify Sunshine State One-Call of Florida, Inc. (SSOCOF) of the planned exploration to allow affected utility companies the opportunity to mark the location of buried utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. WIRX cannot take responsibility for damage to private underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the Client prior to commencement of the fieldwork.

SCHEDULE/DELIVERABLES

Weather conditions permitting, we will start the field exploration program within 5 weeks after receiving written authorization to proceed. We preliminarily estimate that our field work will have a duration of 1 week. We expect to provide the final report signed and sealed by a registered professional engineer within 10 weeks; however, acceleration of this schedule may be facilitated, if needed.

COMPENSATION & TERMS

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a lump sum fee of **\$49,824.00**, as outlined in Attachment A - Fee Breakdown. Please sign and return Attachment B - Proposal Acceptance form as an indication of your acceptance of our proposal terms and authorization to proceed with the work. Our work will be performed in accordance with the General Terms and Conditions included as part of this proposal as Attachment C.

CLOSURE

WIRX appreciates the opportunity to provide our services for this project, and trusts that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,

WIRX Engineering, LLC



Andrew Nixon, P.E.

AndrewNixon@wirxeng.com

Mobile: (561) 762-8918

Attachments: A – Fee Breakdown
B – Proposal Acceptance Form
C – General Terms and Conditions



Attachment A - Fee Breakdown

**Preliminary Geotechnical Engineering Services
Palm Beach County Convention Center Expansion
West Palm Beach, Florida
WIRX Proposal No.: 25-P-019**

	Qty	Unit	Unit Price	Total
1.0 FIELD EXPLORATION				
1.1 <u>Meetings, Field Work & Utility Coordination</u>				
1.1.1 Staff Engineer	16	Hour	\$ 135.00	\$ 2,160.00
1.1.2 Senior Engineer	8	Hour	\$ 195.00	\$ 1,560.00
1.1.3 Ground Penetrating Radar	1	LS	\$ 1,500.00	\$ 1,500.00
1.2 <u>SPT Borings (9 to 50') - Est. 5 Days</u>				
1.2.1 Equipment Mobilization	1	Each	\$ 640.00	\$ 640.00
1.2.2 Drill Crew Support Vehicle	5	Day	\$ 250.00	\$ 1,250.00
1.2.3 SPT Boring (0-50')	450	Foot	\$ 19.00	\$ 8,550.00
1.2.4 Temporary Casing (0-50')	450	Foot	\$ 12.00	\$ 5,400.00
1.2.5 Borehole Grouting (0-50')	450	Foot	\$ 8.00	\$ 3,600.00
1.3 <u>Permeability Tests (4 to 10') - Est. 1 Day</u>				
1.3.1 Auger Borings	40	Foot	\$ 15.00	\$ 600.00
1.3.2 Exfiltration Test	4	Each	\$ 475.00	\$ 1,900.00
1.3.3 Borehole Grouting (0-50')	40	Foot	\$ 8.00	\$ 320.00
1.4 <u>Field Logging & Supervision (Est. 6 Days)</u>				
1.4.1 Staff Engineer	48	Hour	\$ 135.00	\$ 6,480.00
			TOTAL FIELD WORK	\$ 33,960.00
2.0 LABORATORY TESTING SERVICES				
2.1 Moisture Content	36	Test	\$ 25.00	\$ 900.00
2.2 Fines Content (-200)	24	Test	\$ 65.00	\$ 1,560.00
2.3 Organic Content	12	Test	\$ 65.00	\$ 780.00
			TOTAL LABORATORY SERVICES	\$ 3,240.00
3.0 PROFESSIONAL ENGINEERING AND REPORTING SERVICES				
3.1 Senior Engineer	8	Hour	\$ 195.00	\$ 1,560.00
3.2 Project Engineer	24	Hour	\$ 165.00	\$ 3,960.00
3.3 Staff Engineer	40	Hour	\$ 135.00	\$ 5,400.00
3.4 CAD Technician	12	Hour	\$ 114.00	\$ 1,368.00
3.5 Clerical	4	Hour	\$ 84.00	\$ 336.00
			TOTAL PROFESSIONAL SERVICES	\$ 12,624.00
			TOTAL AMOUNT	\$ 49,824.00



**Palm Beach County Convention Center Expansion
Palm Beach County Project #P2025-000016**

WIRX Engineering, LLC

**Hourly Billing Rates
(Rate Multiplier = 3.0)**

EMPLOYEE TITLE	MAX RAW HOURLY RATE (\$/hr)	MULTIPLIER (3.0)	MAX BILLING RATE (\$/hr)
Senior Engineer	\$ 65.00	3.0	\$ 195.00
Project Engineer	\$ 55.00	3.0	\$ 165.00
Staff Engineer	\$ 45.00	3.0	\$ 135.00
CAD Technician	\$ 38.00	3.0	\$ 114.00
Clerical	\$ 28.00	3.0	\$ 84.00

Geotechnical & Laboratory Testing Rates

DESCRIPTION	UNIT PRICE	UNIT
Ground Penetrating Radar	\$ 1,500.00	Day
Equipment Mobilization	\$ 640.00	Each
Drill Crew Support Vehicle	\$ 250.00	Day
SPT Boring (0-50')	\$ 19.00	Foot
SPT Boring (51-100')	\$ 24.00	Foot
Temporary Casing (0-50')	\$ 12.00	Foot
Temporary Casing (51-100')	\$ 14.00	Foot
Borehole Grouting (0-50')	\$ 8.00	Foot
Borehole Grouting (51-100')	\$ 9.00	Foot
Auger Borings	\$ 15.00	Foot
Exfiltration Test	\$ 475.00	Each
Moisture Content	\$ 25.00	Test
Fines Content (-200)	\$ 65.00	Test
Organic Content	\$ 65.00	Test

Certification:

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

Signature

7/23/2025

Date

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Palm Beach County Convention Ctr. Expansion A/E Services SOLICITATION/PROJECT/BID NO.: PROJECT #P-2025-00016

SOLICITATION OPENING/SUBMITTAL DATE: March 13, 2025 COUNTY DEPARTMENT: Facilities Development & Operations

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: The Schemmer Associates, Inc. ADDRESS: 1600 Genessee, Ste. 620 | Kansas City, MO 64102

CONTACT PERSON: David Greusel, FAIA *VS 0000040599* PHONE NO.: 816.255.2123 E-MAIL: dgreusel@schemmer.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$115,740.00

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. <u>Brown & Phillips, Inc.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$97,986.54</u>
2. <u>Cini-Little</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$14,000.00</u>
3. <u>Hammond & Associates, Inc.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$3,747.00</u>
4. <u>Henderson Engineers</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$59,845.00</u>
5. <u>Jezerinac Group</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$46,980.00</u>

(Please use additional sheets if necessary) Page 1 of 2

Total Bid/Offer Price \$ 633,282.35

Total \$222,558.54 (this page)

Total Certified SBE Participation \$ \$101,733.54 (this page)

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



David Greusel Manager, Architecture

Name & Authorized Signature

Title

- Note:**
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
 3. Modification of this form is not permitted and will be rejected upon submittal.
 4. 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.

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Palm Beach County Convention Ctr. Expansion A/E Services SOLICITATION/PROJECT/BID NO.: PROJECT #P-2025-00016

SOLICITATION OPENING/SUBMITTAL DATE: March 13, 2025 COUNTY DEPARTMENT: Facilities Development & Operations

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: The Schemmer Associates, Inc. ADDRESS: 1600 Genessee, Ste. 620 | Kansas City, MO 64102

CONTACT PERSON: David Greusel, FAIA PHONE NO.: 816.255.2123 E-MAIL: dgreusel@schemmer.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$115,740.00
 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. Magnusson Klemencic Associates	<input checked="" type="checkbox"/>		<u>\$27,950.00</u>
Upscale Events by Mosaic, Inc dba 7. The Mosaic Group	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$19,944.00</u>
8. Song + Associates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$87,290.00</u>
9. SpectrumHaven, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$6,760.00</u>
10. WIRX Engineers, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$88,200.00</u>
11. Wrightson Johnson Haddon & Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$7,840.00</u>

(Please use additional sheets if necessary) Page 2 of 2

Total Bid/Offer Price \$ 633,282.35



Total \$237,984.00 (this page)
 Total Certified SBE Participation \$ \$114,904.00 (this page)
\$216,637.54
 David Greusel Manager, Architecture

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

Name & Authorized Signature

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 OSBD Affirmative Procurement Initiative (API). Please
 - 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.

OSBD 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: PROJECT #P-2025-000016
 SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Brown & Phillips, Inc.
(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): 1/31/2025

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
1	Survey	\$97,986.54	LS	-	\$97,986.54

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: \$97,986.54

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

The Schemmer Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
 Steve Kathol
 Print Name
 President
 Title
 4 March 2026
 Date: _____

Brown & Phillips, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 John E. Phillips, III
 Print Name
 President
 Title
 9 March 2026
 Date: _____

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Cini-Little International, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

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
1	Food Service Design Consulting	\$14,000.00	LS	-	\$14,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$14,000.00

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: _____

The Schemmer Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
 Steve Kathol
 Print Name
 President
 Title
 13 April 2026
 Date: _____

Cini-Little International, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Kathryn Petrovich
 Print Name
 CFO
 Title
 14 April 2026
 Date: _____

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Hammond & Associates, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier

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

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	Contingendes/ Allowances	Total Price/Percentage
1	Plumbing/Fire Protection Engineering Programming & Concept Design	\$3,747.00	LS		\$3,747.00

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: \$3,747.00

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

The Schemmer Associates, Inc.

Print Name of Prime

By: 

Authorized Signature

Steve Kathol

Print Name

President


13 April 2026

Title

Date: _____

Hammond & Associates, Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Nathan Hammond, PE

Print Name

President

Title

Date: April 14, 2026

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Henderson Engineers
 (Check box(s) that apply) VS 00000410416

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

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	Contingendes/ Allowances	Total Price/Percentage
1	Mechanical/Electrical Engineering	\$59,845.00	LS	-	\$59,845.00

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: \$59,845.00

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

The Schemmer Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
 Steve Kathol
 Print Name
 President
 Title
 13 April 2026
 Date: _____

Henderson Engineers
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Russell Murdock
 Print Name
 Technical Director
 Title
 4/21/2026
 Date: _____

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Jezerinac Group
(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): 02/19/2018

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	Contingendes/Allowances	Total Price/Percentage
1	Structural Engineering	\$46,980.00	LS	-	\$46,980.00

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: \$46,980.00

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

The Schemmer Associates, Inc.


 Print Name of Prime
 By: 
 Authorized Signature

 Steve Kathol
 Print Name

 President
 Title

 Date: 13 April 2026

Jezerinac Group

 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature

 Ronald Jezerinac
 Print Name

 President
 Title

 Date: April 22, 2026

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Magnusson Klemencic Associates
(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

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
1	Structural Engineering	\$27,950.00	LS	-	\$27,950.00

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: \$27,950.00

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

The Schemmer Associates, Inc.

 Print Name of Prime
 By: 
 Authorized Signature

 Steve Kathol
 Print Name

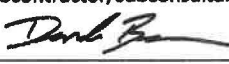
 President

 Title

 13 April 2026
 Title

 Date: _____

Magnusson Klemencic Associates

 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature

 Derek M. Beaman,
 Print Name

 Senior Principal

 Title

 April 14, 2026
 Title

 Date: _____

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Upscale Events by Mosaic, Inc.,
d/b/a The Mosaic Group

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 7/24/2025 - 7/23/2028

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
1	Public Outreach Consulting	\$19,944.00	LS	-	\$19,944.00

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: \$19,944.00

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: _____

The Schemmer Associates, Inc.

Upscale Events by Mosaic, Inc.,
d/b/a The Mosaic Group

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: Steve O. Kathol
Authorized Signature

By: Ann Marie Sorrell
Authorized Signature

Steve Kathol

Ann Marie Sorrell

Print Name

Print Name

President

President & CEO

Title

13 April 2026

Title

Date: _____

Date: 4/16/2026

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: Song + Associates

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

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
1	Associate Architect	\$87,290.00	LS	-	\$87,290.00

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: \$87,290.00

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

The Schemmer Associates, Inc.

 Print Name of Prime
 By: 
 Authorized Signature

 Steve Kathol
 Print Name


 President

 Title

 13 April 2026

 Date:

Song + Associates

 Print Name of subcontractor/subconsultant
 By: 
 Authorized Signature

 Robert Castrovinci, AIA
 Print Name

 Principal

 Title

 April 14, 2026

 Date:

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: SpectrumHaven, LLC

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 7/02/2024 - 7/01/2027

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
1	Audiovisual/IT/Security Consulting	\$6,760.00	LS	-	\$6,760.00

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: \$6,760.00

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

The Schemmer Associates, Inc.
(d/b/a Convergence Design, A Schemmer Company)

Print Name of Prime

By: 
Authorized Signature

_____ Steve Kathol
Print Name

_____ President
Title

_____ 13 April 2026
Date:

SpectrumHaven, LLC

Print Name of Subcontractor/subconsultant

By: Samuel D Trotman Digitally signed by Samuel D Trotman
Date: 2026.04.14 16:04:05 -04'00'
Authorized Signature

_____ Samuel D. Trotman
Print Name

_____ President
Title

_____ April 13, 2026
Date:

OSBD 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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: WIRX Engineering LLC
(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): 4/17/2023-4/16/2026

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	Contingendes/ Allowances	Total Price/Percentage
1	Civil/Traffic Consulting	\$38,376.00	LS	-	\$38,376.00
2	Geotechnical Consulting	\$49,824.00	LS	-	\$49,824.00

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: \$88,200.00

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

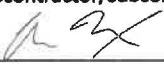
The Schemmer Associates, Inc.
 (d/b/a Convergence Design, A Schemmer Company)
 Print Name of Prime
 By: 
 Authorized Signature

 Print Name Steve Kathol

 Title President

 Title 13 April 2026

 Date: _____

WIRX Engineering, LLC
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature

 Print Name Andrew Nixon

 Title Managing Member

 Title _____

 Date: April 13, 2026

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: PROJECT #P-2025-000016

SOLICITATION/PROJECT NAME: Palm Beach County Convention Center Expansion A/E Services

Prime Contractor: The Schemmer Associates, Inc. Subcontractor: WJHW, Inc.
(Check box(s) that apply) VS 0000040449

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

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	Contingendes/ Allowances	Total Price/Percentage
1	Acoustical Consulting	\$7,840.00	LS	-	\$7,840.00

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: \$7,840.00

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

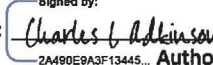
The Schemmer Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature

 Print Name Steve Kathol

 Title President

 Title 13 April 2026

 Date: _____

WJHW, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature

 Print Name Charles L. Adkinson

 Title Principal, Senior Vice President

 Title _____
 Date: 24 April 2026
