



AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

Between

WELLINGTON

And

LEO A. DALY COMPANY

Council
Gerwig, Mayor
John T. McGovern, Vice Mayor
Michael Drahos, Councilman
Michael J. Napoleone, Councilman
Tanya Siskind, Councilwoman

Manager
Jim Barnes

RFQ No. 202203

Title: Architectural and Engineering Services for the Construction of a New PBSO Substation

New RFQ Opening Date: January 13, 2022 at 10:00am

Addendum Date: December 23, 2021


ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (RFP) Request for Proposals documents for the Architectural and Engineering Services for the Construction of a New PBSO Substation. Proposers shall review the Addendum requirements in detail and incorporate any effects the Addendum may have in their proposal price

1. Question: Due to the upcoming holidays, is it possible to receive a time extension for the submittal of RFQ # 202203, Architectural and Engineering Services for the Construction of a New PBSO Substation?

Response: The RFQ opening date has been extended. Submittals are now due January 13, 2022 at 10:00am.

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.


Signature of Proposer Acknowledging Receipt of
Addendum No. (1) One to be attached in front of submittal

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement") is made this ____ day of _____, 20__ by and between the VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and LEO A. DALY COMPANY (hereinafter referred to as CONSULTANT), located in Miami, Florida.

WHEREAS, it is necessary for WELLINGTON to obtain the services from CONSULTANT for the Architectural and Engineering Services for the Construction of a new Palm Beach County Sheriff's Office (PBSO) Substation Project related to RFQ 202203.

WHEREAS, CONSULTANT represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be _____.

The term of this Agreement shall be until completion of the project's scope of services noted within Exhibits A or written amendment,

ARTICLE 2 SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the Services for WELLINGTON as an independent contractor, as specifically set forth in the proposal attached hereto as **EXHIBIT "A"** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the 'Services'). In the event of a conflict between the terms of **EXHIBIT "A"** and this Agreement, the terms of this Agreement shall control.

ARTICLE 3 COMPENSATION

3.1 GENERAL

As compensation for providing the Services, WELLINGTON shall pay CONSULTANT's fees based on the amount (hourly rates) stipulated in **EXHIBIT "B"** CONSULTANT represents and warrants that it shall notify WELLINGTON in writing prior to doing any further work pursuant to this Agreement if it will exceed the contract amount provided for herein

3.2 DELAY

The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from WELLINGTON for any direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay from any circumstances.

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

4.1 General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than One Million Dollars (\$1,000,000), and general aggregate of not less than Two Million Dollars (\$2,000,000).

4.2 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.

4.3 Professional Liability Insurance with limits of not less than (\$1,000,000) annual aggregate.

4.4 Hired & Non Hired Vehicles Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The required insurance coverage is to be issued by an insurance company authorized to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation will not be effective until at least thirty (30) days written notice has been made to WELLINGTON. CONSULTANT shall include WELLINGTON as an additional insured on the General Liability Insurance policy required by the Agreement.

CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 5 STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and CONSULTANT shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

ARTICLE 6 INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

In consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby agrees to protect, defend, indemnify, and hold harmless WELLINGTON, its officers and employees, from any and all claims, liabilities, damages, losses and costs, including but

not limited to, reasonable attorney's fees and court costs, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT arising out of or connected with this Agreement. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes. The CONSULTANT acknowledges receipt of sufficient consideration for the indemnification provided herein.

6.3 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

6.4 SECTION 558.0035 FLORIDA STATUTES

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

6.5 SURVIVAL

Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article and exhibits cited herein shall survive.

ARTICLE 7 INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

ARTICLE 9 SUBCONSULTING

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONSULTANT be authorized to use WELLINGTON's Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

ARTICLE 12 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing information on hand required by CONSULTANT, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

ARTICLE 13 TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of the Agreement through no fault of CONSULTANT. It may also be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for Services rendered to WELLINGTON's satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by WELLINGTON, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work to WELLINGTON.
- C. Continue and complete all parts of the work that have not been terminated.

CONSULTANT shall be paid for Services actually rendered to the date of termination.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither WELLINGTON nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance

by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 16 NON-DISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

ARTICLE 17 WAIVER

A waiver by either WELLINGTON or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 ENTIRETY OF AGREEMENT

WELLINGTON and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 21 SUCCESSORS AND ASSIGNS

WELLINGTON and CONSULTANT each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 22 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON. Notwithstanding any provision to the contrary contained in this Agreement, any re-use of the Consultant's work created under this Agreement on extensions of this project or on any other project shall be at the re-user's sole risk and without liability to the Consultant. Consultant and its subconsultants shall retain sole ownership to their preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

ARTICLE 23 ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CONSULTANT'S place of business.

ARTICLE 24 NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To WELLINGTON

Village of Wellington
12300 Forest Hill Blvd
Wellington, Florida 33414

As To CONSULTANT

Leo A. Daly Company

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and WELLINGTON.

ARTICLE 25 CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of Jonathan Reinsvold who shall act as WELLINGTON's representatives during the term of the Agreement.

ARTICLE 26 KEY PERSONNEL

CONSULTANT shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 27 CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by CONSULTANT under this Agreement shall be made available to any individual or organization by CONSULTANT without prior written approval of WELLINGTON.

ARTICLE 28 CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The CONSULTANT's completed Conflict of Interest Statement shall be attached hereto as **EXHIBIT "C"** and incorporated herein by this reference. During the term of this Agreement and any renewals or extensions thereof, the CONSULTANT shall continue to disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

ARTICLE 29 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT understands that any contract that results from this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 30 PUBLIC ENTITY CRIMES

No consultant may be a person or affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. The CONSULTANT shall comply with section 287.133, Florida Statutes, as is amended from time to time.

ARTICLE 31 SCHEDULE

Adherence to the mutually agreed upon schedule is of utmost importance in all respects under this Agreement.

ARTICLE 32 PREPARATION OF AGREEMENT

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 33 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE ADDIE AT 561-791-4000, CADDIE@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

ARTICLE 34 SCRUTINIZED COMPANIES

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONSULTANT certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, CONSULTANT further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONSULTANT has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

ARTICLE 35 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 36 E-VERIFY

Compliance with FS 448.095 - Wellington requires all consultants, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 37 NON-DISCRIMINATION

CONSULTANT shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff,

termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 38 OPINIONS OF PROBABLE COST

Notwithstanding anything to the contrary, Consultant's opinions of probable total project costs, construction costs, and/or estimates of quantities, if any, provided as part of the services under the Agreement are made on the basis of Consultant's knowledge, experience and qualifications and represent Consultant's judgment as an experienced professional. Consultant does not guarantee that proposals, bids, actual total project costs, total construction costs or quantity estimates will not vary from the opinions provided by Consultant.

ARTICLE 39 CONSTRUCTION MEANS, METHODS AND SAFETY

Consultant is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, methods or health or safety programs at the project site or in connection with the work; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Construction Contractor, its sub-contractors, or other materialmen or service providers not engaged by Consultant.

ARTICLE 40 INCORPORATION OF RFQ

The terms, conditions, and specifications of this Agreement shall include and incorporate the terms, conditions and specifications set forth in Wellington Request for Qualifications #202203 and the CONSULTANT'S response to the RFQ including all documentation required here hereunder.

APPROVED AS TO FORM AND IN WITNESS WHEREOF, WELLINGTON and CONSULTANT have executed this Agreement as of the day and year first above written.

ATTEST

VILLAGE OF WELLINGTON

By: _____
Chevelle Addie, Village Clerk

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

CONSULTANT: Leo A. Daly Company

By: _____
Laurie Cohen, Village Attorney

By: _____
Printed Name/Title: _____



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

Detail by Entity Name

Foreign Profit Corporation
LEO A. DALY COMPANY

Filing Information

Document Number 816934
FEI/EIN Number 47-0363104
Date Filed 05/28/1963
State NE
Status ACTIVE

Principal Address

800 NW 62ND AVE
Suite 100
MIAMI, FL 33126

Changed: 01/16/2020

Mailing Address

8600 INDIAN HILLS DRIVE
OMAHA, NE 68114

Changed: 01/21/2000

Registered Agent Name & Address

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 07/06/2011

Address Changed: 07/06/2011

Officer/Director Detail

Name & Address

Title CEO, Treasurer, Director

Daly, Leo A, III
8600 INDIAN HILLS DR
OMAHA, NE 68114

Title Director

Daly, Gega
8600 Indian Hills Drive
OMAHA, NE 68114

Title Secretary, Sr VP

BENES, EDWARD G.
2925 Briarpark Drive
400
Houston, TX 77042

Title CFO, Sr. VP, Asst. Secretary

BRADER, JAMES B.
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OMAHA, NE 68114

Title Senior Vice President

Kraskiewicz, John K.
3232 McKinney Avenue
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Dallas, TX 75204

Title VP

HANSER, WILLIAM A.
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1400 Centrepark Blvd
500
West Palm Beach, FL 33401

Title VP

Wiendl, Ronald K.
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Title VP

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Title VP

Chrostek, John J
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Title VP

Dellovechio, Daniel J
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OMAHA, NE 68114

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Title VP

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Held, Stephen W
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Hudnall, Brian F.
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Title VP

Huffstetler, Michael D
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Title VP

Imber, Sian M.
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PO Box 37184
Abu Dhabi, OC

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Martinez, Arnulfo
3770 Howard Hughes Parkway
380
Las Vegas, NV 89169

Title VP

Melby, Nancy M
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Title VP

Monzu, Jeffrey
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Title VP

Piekarczyk, Edward
10 Tenth Street NE
200
Atlanta, GA 30309

Title VP

Sarden, Avery M
10 Tenth Street NE
200
Atlanta, GA 30309

Title VP

Sokolowski, James G
730 Second Ave. South
1100
Minneapolis, MN 55402

Title VP

Svoboda, Michael D
10 Tenth Street NE
200
Atlanta, GA 30309

Title VP

Katsellis, Nicos
550 South Hope Street
27th Floor
Los Angeles, CA 90071

Title VP

McCleary, Cindy A
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Minneapolis, MN 55402

Title VP

Savakova, Irena
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Title VP

Theodore, Joshua
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Title President

Lichtenberger, Steve A

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Title VP

Egea, Eduardo
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Title VP

Martin, Ryan
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Title VP

Sobrino, Jaime
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Title VP

Abdallah, Amy E.
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Houston, TX 77042

Title VP

Chen, Mark
10 Tenth Street, N.E. #200
Atlanta, GA 30309

Title VP

Kellett, Elissa L.
1200 Nineteenth Street, N.W.
Suite 220
Washington, DC 20036

Title VP

Kline, William (Bill) I.
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Washington, DC 20036

Title VP

Pavlik, Cheri N.
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West Palm Beach, FL 33401

Title VP

Pratt, Mark
550 South Hope Street
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Los Angeles, CA 90071

Title VP

Twitty, Paul M.
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#500
West Palm Beach, FL 33401

Title VP

Yakowicz, Peter A.
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Minneapolis, MN 55402

Title VP

Arnold, Christopher L.
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Title VP

Chang, Chia-Lang
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Title VP

McFadden, Dennis J.

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Title VP

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Title VP

Shepherd, Les L.
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Annual Reports

Report Year	Filed Date
2020	01/16/2020
2021	01/11/2021
2022	01/03/2022

Document Images

01/03/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
01/11/2019 -- ANNUAL REPORT	View image in PDF format
01/10/2018 -- ANNUAL REPORT	View image in PDF format
01/03/2017 -- ANNUAL REPORT	View image in PDF format
01/18/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
01/03/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
01/23/2012 -- ANNUAL REPORT	View image in PDF format
07/06/2011 -- Reg. Agent Change	View image in PDF format
01/11/2011 -- ANNUAL REPORT	View image in PDF format
01/18/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
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02/20/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
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EXHIBIT A
[Attach Proposal]



PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS

May 31, 2022

Ms. Danielle Zembrzuski
Purchasing Manager
The Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

Re: The Village of Wellington New PBSO Substation
Professional Services Agreement

Dear Ms. Zembrzuski:

As a follow-up to our recent meeting on Wednesday, April 27, 2022, we are providing here and after our proposal pursuant to the initial phase of our engagement for the Village of Wellington New PBSO substation.

With regard to our proposal, the Village of Wellington hereinafter is referred to as "Owner", LEO A DALY herein after is referred to as "Architect" and the proposed project shall be referred to as the "Project".

I. PROJECT SCOPE

- A. Generally, the Project Scope is anticipated to include the Village of Wellington Building Department and PBSO District 8 Facilities as generally described within the August 9, 2021, Facility Needs Analysis provided by the Village of Wellington to the Architect which reflects approximately 35,000 gross square feet which is subject to change as denoted hereafter.
- B. The initial scope of our Project engagement shall be to provide Project Program Verification and Conceptual Master Plan services pursuant to the design of the Project based upon the analysis outlined hereafter.

II. SCOPE OF SERVICES

The Architect's initial Scope of Services shall be as follows;

A. Program Confirmation

- 1. The Architect will review the above referenced Facility Needs Analysis, (Entitled "Facility Needs Analysis Building Department and PBSO District 8", dated August 9, 2021) with designated representatives of the Village of Wellington and PBSO.
- 2. The intent of the review shall be to validate, and/or revise, as necessary, the program requirements for the Project.
- 3. The scope of the program review will be to review the functional and spatial requirements for the Project specifically identifying the number of employees, space requirements including adjacency relationships and growth projections.

4. The extent of the programming scope of service shall be consistent with the level of detail reflected within the referenced August 9, 2022, Facility Needs Analysis.
5. For purposes of this Agreement, the Architect has included interviews with approximately five representatives from the Village of Wellington and an additional five representatives from PBSO.

B. Site Capacity Analysis

1. The Architect will perform a Site Capacity Analysis with regard to the potential to locate the Project on the current Village of Wellington Town Hall site; located at 12300 Forest Hill Boulevard, Wellington, Florida.
2. Based upon the approved Program, the Architect shall provide design studies reflecting the proposed design of the Project consisting of the overall building footprint shown within the context of site elements; both existing and proposed.
3. The Conceptual Master Plan will graphically depict the overall building perimeter. The internal space planning of the building will be void and is not part of the scope of this Agreement.
4. The Architect shall review the design concept(s) with the Owner and make necessary revisions based upon the Owner's critique of the Site Capacity Analysis concept design.
5. The Architect will consult with the Design Team Planner to confirm site regulatory design requirements associated with the Project within the context of the existing and proposed site development.

C. Conceptual Cost Estimate

1. The Architect will provide a general, high-level cost estimate associated with the Project's development consist with the level of detail denoted within the Facility Needs Analysis.
2. The Owner acknowledges that the Cost Estimate will be based upon current estimated construction costs on an overall per square foot basis. The Conceptual Cost Estimate will be prepared without the benefit of a contractor and/or cost estimator, however the Architect may consult with industry construction representatives to validate the Conceptual Cost Estimate and industry trends.

III. CONCEPTIONAL MASTER PLAN SPECIALTY CONSULTANTS

- A. Within the scope of this Agreement, the Architect will engage the Design Team's Civil Engineer to determine the impact of proposed Master Plan improvements within the site to assist the planning team with associated site civil requirements; water retention, etc., recognizing that the civil engineer's scope of work associated with this phase of service shall be conceptual in nature and will not involve detailed engineering design.

- B. The Architect will engage the Design Team's designated Land-Use Planner/Regulatory consultant to advise the Architect on site regulatory requirements related to the development of the Conceptual Master Plan.
- C. The Civil Engineering consultant and Planner's scope of work will be to provide basic analysis and recommendations/opinions associated with a Project's expansion potential and not specific design services.

Exhibit B
[Attach Fees]

IV. COMPENSATION

- A. Lump sum compensation for services denoted herein, exclusive of reimbursables, shall be as follows:

Program Confirmation	\$20,305.00
Site Capacity Analysis	\$32,150.00
Conceptual Cost Estimate	\$ 2,050.00
<u>Reimbursable Expenses (allowance)</u>	<u>\$ 2,500.00</u>
TOTAL	\$57,005.00

- B. Reimbursable Expense examples are denoted below:

1. Travel and subsistence.
2. Permitting and other fees required by authorities having jurisdiction over the Project.
3. Printing and reproductions.
4. Postage, handling, and delivery.
5. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project.
6. All taxes levied on professional services and on reimbursable expenses.

- C. The Architect shall be available to provide Additional Services in addition to the services previously outlined and beyond the scope of this Agreement when authorized by the Owner. Such authorization shall be in the form of an Addendum to this Agreement. All Addenda shall give a brief description of the Project and corresponding fee based on a single stipulated sum or billed at the hourly rates stipulated herein. When executed by the Parties, all Addenda will incorporate all the applicable terms and conditions as outlined in this Agreement. The following standard billing rates are applicable for additional services and for designated basic services denoted within this Agreement.

LEO A DALY Standard Hourly Billing Rates

Time spent by the Firm's personnel on the Project will be charged according to the following hourly rates. The rates include total wages, customary and mandatory benefits, overhead and profit.

TITLE	RATE
Principal	\$325.00
Project Executive	\$260.00
Design Director	\$230.00
Project Manager	\$220.00
Architect	\$180.00

LEO A DALY

May 31, 2022

The Village of Wellington PBSO Prp.

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Senior Designer	\$170.00
Senior Interior Designer	\$150.00
Designer	\$140.00
Interior Designer	\$130.00
Administrative	\$115.00
Specification Writer	\$175.00

Hourly billing rates are reviewed annually and are subject to adjustments.

Urban Design Studio Standard Hourly Billing Rates

TITLE	RATE
Professional Testimony & Representation	\$260.00
Principal	\$164.00
Project Manager	\$137.00
Licensed Landscape Architect	\$125.00
Landscape Designer	\$ 95.00
Senior Urban Planner	\$100.00
Urban Planner	\$ 90.00
CADD Technician	\$ 69.00
Clerical	\$ 53.00

Kimley-Horn Standard Hourly Billing Rates

TITLE	RATE
Principal	\$243.00
Senior Project Manager	\$212.00
Project Manager	\$170.00
Senior Professional	\$160.00
Professional (licensed)	\$145.00
Professional (unlicensed)	\$114.00
Senior Designer	\$124.00
Designer	\$ 88.00
Support Staff	\$ 83.00
Senior Field Representative	\$124.00
Field Representative	\$114.00

V. TERMS AND CONDITIONS

- A. The Architect shall utilize the Site Development Plan of the existing site provided by the Owner from which to provide the scope of service denoted herein without the benefit of a current site survey.
- B. Field discovered in other anticipated conditions requiring a work outside the scope of this Agreement will be brought to the Owner's attention. With the Owner's written consent, services required will be performed and billed as an additional service at the rates stipulated herein or upon a mutually agreed upon lump sum.
- C. Time spent by consultants retained by the Architect for additional services on the Project shall be charged at the rate billed to the Architect at cost.

However, Architect shall not engage any consultants at the expense of the Owner unless first agreed to in writing by the Owner.

- D. Any other professional services not denoted herein are not provided, including but not limited to the following; building design; space planning, exterior elevations, landscape architecture, site plan approval services, traffic counts, etc.
- E. The Owner and Architect agree that the Owner will contract with the Architect to perform subsequent phases of services; Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration, providing a mutually agreed-upon rate of compensation is agreed to and the Project is authorized to proceed.

Dear Ms. Zembrzuski, we very much appreciate being given the opportunity to collaborate with the Village of Wellington on this important Project.

Sincerely,

LEO A DALY



WILLIAM A. HANSER, AIA

Vice President, Managing Principal

CONFLICT OF INTEREST STATEMENT (TAB# 4)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☒ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

POTENTIAL CONFLICT:

☐ The undersigned business, by attachment to this form, submits information which **may be a potential conflict of interest** due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

LEO A DALY

COMPANY NAME



AUTHORIZED SIGNATURE

William A. Hanser

NAME (PRINT OR TYPE)

Vice President, Managing Principal

TITLE