



**II. FISCAL IMPACT ANALYSIS**

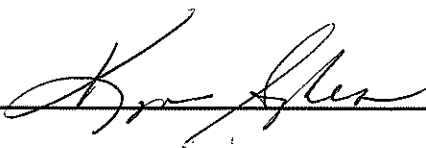
**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>* _____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

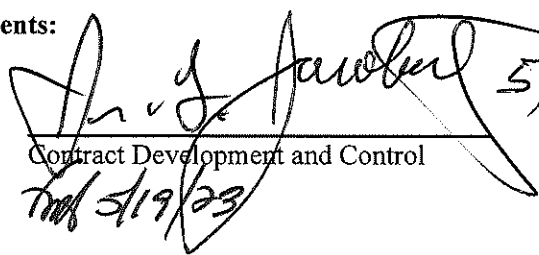
Is Item Included in Current Budget: Yes  No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No

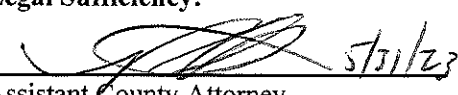
Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

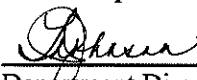
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 \*No Fiscal Impact at this time. Individual CSAs requiring Board approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved Board projects.

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**  
ASDelle 5/17/23  
 OFMB QA 5/17 CSW  
 5-17-2023  
 5/19/23  
 Contract Development and Control  
 5/19/23

**B. Legal Sufficiency:**  
 5/17/23  
 Assistant County Attorney

**C. Other Department Review:**  
  
 Department Director

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

**AMENDMENT No. 1  
TO CONTINUING CONTRACT FOR  
PLANNING AND EVALUATION SERVICES**

This is Amendment No. 1 dated \_\_\_\_\_ to the continuing Contract (R-2022-0844 dated August 23, 2022 (the "Contract")) 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 Urban Design Studio, LLC, a limited liability company authorized to do business in the State of Florida, whose Federal Tax ID# is 11-3748891, hereinafter referred to as the CONSULTANT.

**WITNESSETH**

**WHEREAS**, the parties have entered into the Contract under which the CONSULTANT provides certain professional services to the COUNTY for various projects in accordance with Consultants Competitive Negotiations Act (CCNA) FS 287.055 and related County policies and procedures; and

**WHEREAS**, the parties hereto desire to amend the Contract to modify the Small Business Enterprise (SBE) commitment of the CONSULTANT.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

**1. Contract Modifications.** The Contract is modified as follows:

- a. Contract Exhibit A is deleted in its entirety and replaced with new Contract Exhibit A attached hereto and incorporated herein.
- b. Contract Exhibit D is deleted in its entirety and replaced with new Contract Exhibit D attached hereto and incorporated herein.

**2. Scrutinized Companies.** CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**3. Effectiveness.** Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

Project Name: Continuing Contract Planning and Development Evaluation Services  
Project No. 2022-029009

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

ATTEST:

JOSEPH ABRUZZO, Clerk &  
Comptroller

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

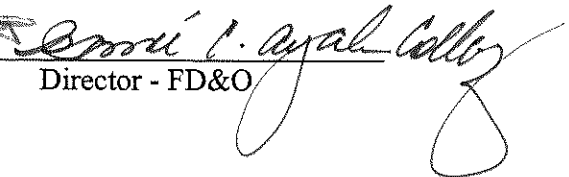
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

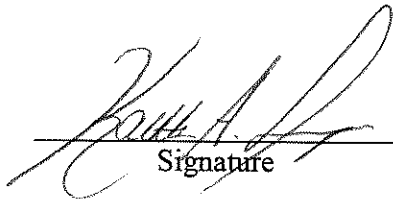
APPROVED AS TO TERMS  
AND CONDITIONS

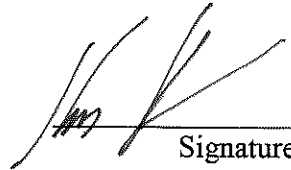
By: \_\_\_\_\_  
County Attorney

By:   
Director - FD&O

**WITNESS:**

**CONSULTANT: URBAN DESIGN  
STUDIO, LLC**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

KATHLEEN A. SIMPSON  
Name (type or print)

KEN TSIMA  
Name (type or print)

MANAGING PRINCIPAL  
Title

(Corporate Seal)

## 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.

**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.

The Consultant has committed to an SBE goal of 35%, of which 9% is MBE participation for African American owned businesses, as reflected on its EBO Schedule 1 and 2s.

**M/WBE Evaluation Preferences for MBE Participation for African American owned businesses**

15 Points (0 to 15% of the evaluation total points) shall be awarded based on the level of MBE dollar participation that has been 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 based upon the relative level of MBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero MBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the proposal from the prime respondent/bidder that proposes achieving the maximum MBE participation among all prime respondent/bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100 to that bidder; and a prime respondent/bidder's team that achieves only half as many dollars in MBE participation as the firm with the greatest MBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

Findings of GSC to support MBE portion of the goal: The County's disparity study found disparity in professional services contracting for African American owned businesses.

# **CONTRACT EXHIBIT D**

EBO SCHEDULES 1 & 2

**OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL ON A CONTINUING CONTRACT BASIS

SOLICITATION/PROJECT/BID NO.: 2022-029009

SOLICITATION OPENING/SUBMITTAL DATE: July 20, 2022

COUNTY DEPARTMENT: FDO/CID

**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: Urban Design Studio ADDRESS: 610 Clematis Street, CU-02, WPB, FL 33401

CONTACT PERSON: Ken Tuma PHONE NO.: 561-366-1100 E-MAIL: KTuma@udsflorida.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 65%  
 \*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE  MBE  WBE  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	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
	1. Urban Design Studio (Prime)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2. Michael B. Schorah & Associates, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						20%
3. Pacifica Engineering Services, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5%					
4. Colome & Associates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			4%			
5. Brown & Phillips, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3%					

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \_\_\_\_\_ Total Certified S/M/WBE Participation \$ \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: Ken Tuma  Managing Principal  
 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 opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - Modification of this form is not permitted and will be rejected upon submittal.



**OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL ON A CONTINUING CONTRACT BASIS

SOLICITATION/PROJECT/BID NO.: 2022-029009

SOLICITATION OPENING/SUBMITTAL DATE: July 20, 2022

COUNTY DEPARTMENT: FDO/CID

**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: Urban Design Studio ADDRESS: 610 Clematis Street, CU-02, WPB, FL 33401

CONTACT PERSON: Ken Tuma PHONE NO.: 561-366-1100 E-MAIL: KTuma@udsflorida.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 65%  
 \*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.  
 Non-SBE  MBE  WBE  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	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Pinder Troutman Consulting, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			1%			
2. EW Consultants, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						1%
3. Electrical Design Associates, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1%					
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total 9% 5% 21%

Total Bid/Offer Price \$ \_\_\_\_\_

Total Certified S/M/WBE Participation \$ 35%

I hereby certify that the above information is accurate to the best of my knowledge: Ken Tuma  Managing Principal  
 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 opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 2022-029009

SOLICITATION/PROJECT NAME: Design Professional for Planning and Development Evaluation

Prime Contractor: Urban Design Studio, LLC

Subcontractor: Michael B. Schorah and Associates, Inc.

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/22/21-6/21/24

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American

Supplier

Hispanic American  Native American

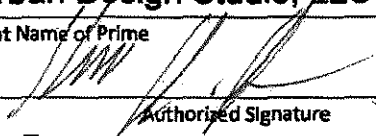
**S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form.** Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

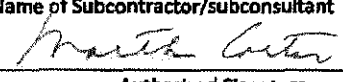
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Civil Engineering				20%

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: 20%

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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Urban Design Studio, LLC  
 Print Name of Prime  
 By:   
 Authorized Signature  
Ken Tuma  
 Print Name  
Managing Principal  
 Title  
 Date: May 2, 2023

Michael B. Schorah and Associates, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Martha H. Carter, P.E., CFM  
 Print Name  
Vice President  
 Title  
 Date: May 2, 2023

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: **2022-029009**

SOLICITATION/PROJECT NAME: **Planning and Development Evaluations Services Continuing Contract**

Prime Contractor: **Urban Design Studio, LLC**

Subcontractor: **Pacifica Engineering Services, LLC**

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/25/21 to 10/24/2024

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American

Supplier

Hispanic American  Native American

**S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form.** Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Geo-technical Services		5%		5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 5%

**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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**Urban Design Studio, LLC**

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

**Ken Tuma**

Print Name

**Managing Principal**

Title

Date: **May 2, 2023**

**Pacifica Engineering Services, LLC**

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

**Wesley Foster**

Print Name

**President**

Title

Date: **May 2, 2023**

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 2022-029009

SOLICITATION/PROJECT NAME: Planning and Property Development

Prime Contractor: Urban Design Studio, LLC

Subcontractor: Colome & Associates, Inc.

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3/14/22 to 3/13/25

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

Male  Female

African-American/Black  Asian American  Caucasian American

Supplier

Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Professional Architectural Services				4%

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: 4%

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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**Urban Design Studio, LLC**

Print Name of Prime

By: 

Authorized Signature

Ken Tuma

Print Name

**Managing Principal**

Title

Date: May 2, 2023

**Colome & Associates, Inc.**

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Elizabeth A.G. Colome

Print Name

Title

*President*

Date: 5/2/2023

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2022-029009

SOLICITATION/PROJECT NAME: Design Professionals for Planning and Development Evaluations Services

Prime Contractor: Urban Design Studio, LLC

Subcontractor: Brown & Phillips, Inc.

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 1/31/22 - 1/30/25

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American

Supplier

Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Surveying Services				3%

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%

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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant: \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Urban Design Studio, LLC

Print Name of Prime

By: 

Authorized Signature

Ken Tuma

Print Name

Managing Principal

Title

Date: May 2, 2023

Brown & Phillips, Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

John E. Phillips

Print Name

President

Title

Date: May 2, 2023

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2022-029009

SOLICITATION/PROJECT NAME: Design Professionals for Planning and Development Evaluations Services Continuing Contract

Prime Contractor: Urban Design Studio, LLC

Subcontractor: Pinder Troutman Consulting, Inc.

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): 3/20/21 - 3/19/24

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American

Caucasian American

Supplier

Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Traffic Engineering Services		1%		1%

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: 1%

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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Urban Design Studio, LLC

Print Name of Prime

By: 

Authorized Signature

Ken Turna

Print Name

Managing Principal

Title

Date: May 2, 2023

Pinder Troutman Consulting, Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Andrea M. Troutman

Print Name

President

Title

Date: May 2, 2023

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: **2022-029009**

SOLICITATION/PROJECT NAME: **Design Professionals for Planning and Development Evaluations Services Continuing Contract**

Prime Contractor: **Urban Design Studio, LLC**

Subcontractor: **EW Consultants, Inc.**

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): **Feb 16, 2021**

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American

Supplier

Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	1.07 Environmental Services				1%

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: **1%**

**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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**Urban Design Studio, LLC**

Print Name of Prime

By:  Authorized Signature

**Ken Tuma**

Print Name

**Managing Principal**

Title

Date: **May 2, 2023**

**EW Consultants, Inc.**

Print Name of Subcontractor/subconsultant

By:  Authorized Signature

**Paul Ezzo**

Print Name

**Vice President**

Title

Date: **05/02/2023**

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: **2022-029009**

SOLICITATION/PROJECT NAME: **Design Professionals for Planning and Development Evaluations Services Continuing Contract**

Prime Contractor: **Urban Design Studio, LLC**

Subcontractor: **Electrical Design Associates, Inc.**

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): 10/25/21 - 06/06/24

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American

Supplier

Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Electrical Engineering				1%

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: 1%

**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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_

Price or Percentage: \_\_\_\_\_

**Urban Design Studio, LLC**

Print Name of Prime

By: 

Authorized Signature

**Ken Tuma**

Print Name

**Managing Principal**

Title

Date: **May 2, 2023**

**Electrical Design Associates, Inc.**

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

**Dameion Donaldson, P.E.**

Print Name

**President**

Title

Date: **May 2, 2023**





URBADES-01

URIBEA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2023

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Annie Uribe	
	PHONE (A/C, No, Ext): (561) 296-5966 26059 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Annie.Uribe@ioausa.com	
INSURED  Urban Design Studio, LLC 610 Clematis Street Suite CU02 West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
	INSURER B : Transportation Insurance Company	20494
	INSURER C : Pacific Insurance Company, Limited	10046
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	B7013642284	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNOA \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B7013642284	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B7013642298	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC718546325	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof. Liability			21OH0521127-23	3/17/2023	3/17/2024	Per Claim 2,000,000
C	Prof. Liability			21OH0521127-23	3/17/2023	3/17/2024	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Planning and Development Evaluations Services, Project # 2022-029009

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are named as additional insureds with regards to General Liability as per endorsement SB146968C 10-19 as required by written contract. Waiver of Subrogation is provided for General Liability as per endorsement SB146968C 10-19.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County Board of County Commissioners, c/o Capital Improvements Division 2633 Vista Pkwy West Palm Beach, FL 33411-5604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>C. Ray Dalseg III</i>

ACORD 25 (2016/03)

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**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND  
BLANKET WAIVER OF SUBROGATION**

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the:
    - a. "Bodily injury" or "property damage"; or
    - b. Offense that caused the "personal and advertising injury";  
for which the additional insured seeks coverage
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf,  
in the performance of your ongoing operations specified in the written contract or written agreement; or
    - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph D.2. below:
  - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
  - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;

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- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
  - (3) Providing or failing to provide professional health care services.
- F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:
- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or **"your work"** done under a contract with that person or organization and included within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.