

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

Meeting Date: March 5, 2024

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 6 to the continuing consulting services/design professional services contract (R2022-0486) with Williamson Dacar Associates Inc. d/b/a/ Williamson Design Associates (Consultant) in the amount of \$235,808 for the Palm Tran Bus Stop Improvements project.

Summary: On May 17, 2022, the Board of County Commissioners (Board) approved the continuing consulting services/design professional services contract (R2022-0486) with the Consultant to provide consulting services/design professional services for various federally funded projects on a continuing contract basis. This item will authorize professional services for CSA No. 6 for the Palm Tran Bus Stop Improvements project. Palm Tran desires to improve forty-nine (49) Palm Tran bus stops at various locations along eastern Palm Beach County to comply with the American with Disabilities Act (ADA). Under CSA No. 6, the Consultant will provide professional services (i.e., design, construction document preparation, bidding and construction administration phase services) necessary for the ADA improvements to forty-nine (49) Palm Tran bus stops. The project includes, but is not limited to, site surveys at each location and the evaluation and design to make the bus stops ADA compliant. This continuing consulting services/design professional services contract is exempt from the County's Equal Business Opportunity Ordinance pursuant to section 2-80.22 thereof. There is no Disadvantaged Business Enterprise (DBE) Goal established for this work; however Palm Tran encourages the bidder to make every attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE) certified by a cognizant agency in the completion of this contract (Race neutral). The SBE and/or DBE non-mandatory goal for this project is 15%. The consultant committed to 50% DBE utilization on this contract. DBE subcontractor participation on this contract is 77.9%. Funding for this project is from the Palm Tran Grants Fund. **(Capital Improvements Division) Countywide (MWJ)**

Background & Justification: The design professional was selected on February 28, 2022, pursuant to the Consultant Competitive Negotiation Act (CCNA), Florida Statute 287.055 and in accordance with the Federal Brooks Act. CSA No. 6 authorizes the professional services necessary for the Palm Tran Bus Stop Improvements project.

Attachments:

- 1. Budget Availability Statement
- 2. CSA No. 6
- 3. CSA History

Recommended by:  Department Director 2/6/24 Date

Approved by:  County Administrator 2/22/24 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$242,808	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$242,808</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 X No _____
 Is this item using State Funds? Yes _____ No X

Budget Account No:

Fund 1341 Dept 542 Unit 5559 Object 6506

PROFESSIONAL SERVICES	\$235,808.00
STAFF COSTS	\$ 0.00
EQUIP./SUPPLIES/ADVERTISING	\$ <u>7,000.00</u>
TOTAL	\$242,808.00

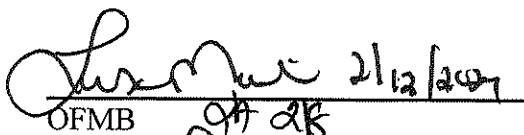
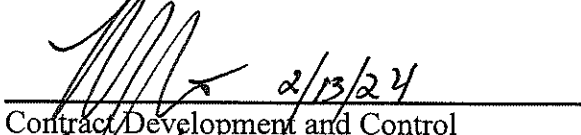
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Palm Tran Grants Fund.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<u></u> 2/12/24 OFMB 9A 2B ESW 2-8-2024 RNF 2/12	<u></u> 2/13/24 Contract Development and Control MPL 2/13/24
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B. Legal Sufficiency:

 2/20/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/27/2023 REQUESTED BY: Marc Hartley PHONE: 233-2053

PROJECT TITLE: Palm Tran Bus Stop Improvements (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A EFDO # 2023-027831 IST PLANNING NO.:

REQUESTED AMOUNT: \$235,808.00 BCC RESOLUTION#: R2022-0486 DATE: 05/17/22

CSA or CHANGE ORDER NUMBER: CSA #6

LOCATION: BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2023-027831

CONSULTANT/CONTRACTOR: Williamson Dacar & Associates dba Williamson Design Associates (Continuing Architectural Consultant - Federal)

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

Professional services shall include design, construction document preparation, bidding and construction administration phase services for 49 Palm Tran bus top improvement locations.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$), PROFESSIONAL SERVICES (\$235,808.00), STAFF COSTS* (\$), EQUIP. / SUPPLIES/ADVERTISING (\$7,000.00), CONTINGENCY (\$), and TOTAL (\$242,808.00).

* 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: 1341 DEPT: 542 UNIT: 5559 OBJ: 6506

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

- Ad Valorem (Amount \$242,808.00) Infrastructure Sales Tax (Amount \$) State (source/type: Amount \$) Federal (source/type: Amount \$) Grant (source/type: Amount \$) Impact Fees: (Amount \$) Other (source/type: Amount \$)

Department: PALM TRAN

BAS APPROVED BY: [Signature] DATE 10/10/23

ENCUMBRANCE NUMBER: [Signature] 1/12/24

PALM TRAN PURCHASE REQUISITION

P.R. # 9484

Please use ballpoint pen & press to read all copies

Division Support Services Requester (print) Thomas Galassi Date 9/28/23

New Solicitation
 Rush
 Exempt
 Emergency
 Confirming Order

Qty <small>(How many?)</small>	Unit <small>(Each, dozen, case, etc.)</small>	SKU# or Item#	Description: <small>(Specifications, size, weight, color, model, etc.)</small> Attach copy of specs or descriptive literature.	Estimated Cost Per Unit	Estimated Cost Total	Final Cost <small>(Procurement Use)</small>
1	EA		Williamson Dacar & Associates dba Williamson Design Associates	\$242,808.00	\$242,808.00	
	EA				\$0.00	
	EA				\$0.00	
TOTAL					\$242,808.00	

Description or Special Instructions: BAS
 Professional services shall include design, construction document preparation, bidding and construction administration phase services for 49 Palm Tran bus top improvement locations.

Need By Date: **10/5/23**

Delivery Location: Delray South
 Contact Person: Thomas Galassi
 Phone #: 561-253-4507

Suggested Vendor(s): Williamson Design Associates

Budget Account: 1341-542-5559-6506
 Available Object: 321,347
 Appropriation: (23,438)

Executive Director (\$50,000 or more) _____ Print
 Attach executive summary memo
 Signature _____ Date _____

IT Manager (Technology) _____ Print
 Signature _____ Date _____

Section Mgr Thomas Galassi
 Signature Thomas Galassi Print Date 9/28/23

Division Director Christian G. Londono
 Signature Christian Londono G. Print Date 10/3/23

Fiscal Mgr Barbara Hiller
 Signature [Signature] Print Date 10/10/23

ADMINISTRATIVE SERVICES	MASTER AGREEMENT #	VENDOR CODE
DPO#/CPO#/SPO#	CRQS#/CRQM#	PROCUREMENT REP: <small>Print and Sign</small>
DO#/KDO#	RECEIVED IN FINANCE <u>10/10/23 LP</u>	PROCUREMENT MANAGER: <small>Print and Sign</small>

CONSULTANT SERVICES AUTHORIZATION #6

**WILLIAMSON DACAR ASSOCIATES INC.
dba WILLIAMSON DESIGN ASSOCIATES
(Continuing Architectural Consultant – Federal)**

**PALM TRAN BUS STOP IMPROVEMENTS
PROJECT NO. 2023-027831
DISTRICT NO. – VARIOUS COUNTYWIDE**

THIS CONSULTANT SERVICE AUTHORIZATION (CSA) NO. 6 to the Contract dated 05/17/22 (R2022-0486) (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. **WILLIAMSON DACAR ASSOCIATES INC. dba WILLIAMSON DESIGN ASSOCIATES.** whose Federal Tax I.D.# is 59-3231388.
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 design, construction document preparation, bidding and construction administration phase services for improvements to forty-nine (49) Palm Tran bus stops, as detailed on the attached proposal dated July 19, 2023. 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 \$235,808.00**
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 the 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, including the Federal Requirements, shall remain in full force and effect, unless specifically noted as follows:

Project Name: Palm Tran Bus Stop Improvements
Project Number: 2023-027831

The project under this CSA will be funded in whole or in part with federal funds. The detailed federal representations, certifications, and contract clauses (collectively, the "Federal Requirements") applicable to this CSA are attached hereto and incorporated into the Contract as Exhibit A. Consultant by executing this CSA certifies, represents and warrants that it will comply with the Federal Requirements.

No DBE Goal is established for this work but Palm Tran encourages the bidder to make every attempt to obtain participation of certified DBE's and other Small Business Enterprises (SBE) certified by a cognizant agency in the completion of this contract (Race neutral). The SBE and/or DBE non-mandatory goal for this project is 15%.

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**".

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Project Name: Palm Tran Bus Stop Improvements
Project Number: 2023-027831

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

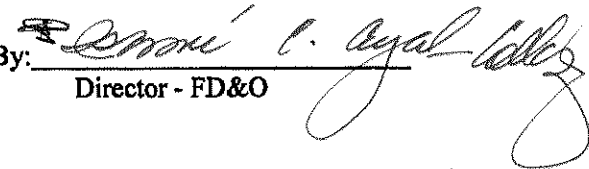
By _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Director - FD&O

WITNESS:

CONSULTANT: WILLIAMSON DACAR
ASSOCIATES, INC. dba WILLIAMSON
DESIGN ASSOCIATES


Signature

By: 
Signature

MONICA SMITH
Name (type or print)

TED WILLIAMSON
Name (type or print)

PRESIDENT
Title

(Corporate Seal)

EXHIBIT A
FEDERAL REQUIREMENTS

ATTACHMENT "A" **SPECIAL CONTRACT PROVISIONS**

This contract or purchase order is funded with Federal assistance awarded by the U.S. Department of Transportation, Federal Transit Administration (FTA) through a Grant Agreement with Palm Beach County and governed by the provisions listed under the Master Grant Agreement, as amended. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in the Office of Management and Budget Guidance Regulations at 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," as amended, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects.

Master Grant Agreement FTA MA (30) dated November 2, 2022:
[FTA Master Agreement \(version 30, November 2, 2022\) | FTA \(dot.gov\)](#)

Circular 4220.1F Third Party Contracting Guidance:
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

The Code of Federal Regulations (CFR) website is available at: <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

If you are unable or unwilling to comply with these conditions, or need clarification as to applicability of an individual requirement, contact the Palm Beach County Purchasing Department.

GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION

STATEMENT OF FINANCIAL ASSISTANCE. This procurement is funded in part by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration. Therefore, the following Special Contract Provisions apply to this procurement.

1. **Prohibited Interest.** No employee, officer, or agent of the County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of the County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (CONTRACTOR). No the County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any CONTRACTOR, potential CONTRACTOR, or parties to subagreements.

2. **Interest of Members of Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this solicitation or to any benefit arising therefrom.

3. **No Government Obligation to Third Parties.** The CONTRACTOR agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

4. **Program Fraud and False or Fraudulent Statements.**

The CONTRACTOR acknowledges and agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

5. **Federal Changes.** The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, included without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the term of the resulting contract. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

6. Incorporation of Federal Transit Administration (FTA) Terms. The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any the County request which would cause the County to be in violation of the FTA terms and conditions. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

7. Access to Records and Site of Performance.

The CONTRACTOR agrees to provide the County, the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, sufficient access to inspect and audit records and information which are directly pertinent to this solicitation and resulting contract.

- a. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The CONTRACTOR agrees to provide sufficient access to the parties listed above and its CONTRACTORS to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The CONTRACTOR agrees to permit the parties listed above and its CONTRACTORS access to the sites of performance under this contract as reasonably may be required.
- e. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

8. Federal Civil Rights Laws and Regulations. The following Federal Civil Rights laws and regulations apply to this solicitation and resulting contract:

- a) Nondiscrimination in Federal Public Transportation Programs. The CONTRACTOR agrees to follow the Nondiscrimination in Federal Public Transportation Programs requirements as they apply to this solicitation, and will:
 - 1) Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
 - 2) Prohibit the exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.
 - 3) Prohibit the denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - 4) Prohibit the discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in U.S.C. § 5332.
 - 5) Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" to the extent consistent with applicable federal laws, regulations, requirements and guidance, and other applicable federal guidance; but
 - 6) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- b) Nondiscrimination as per Title VI of the Civil Rights Act. The CONTRACTOR agrees to comply with the following Title VI Civil Rights Act requirements as they apply to this solicitation, and will:
 - 1) Prohibit discrimination on the basis of race, color, or national origin,
 - 2) Comply with:
 - i. The Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C § 2000d *et seq.*,
 - ii. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - iii. Federal Transit law, specifically 49 U.S.C. § 5332
 - 3) Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance and,

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

- 4) Follow U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 - 5) Follow all and other applicable federal guidance that may be issued
- c) Equal Employment Opportunity. The CONTRACTOR agrees to, and assures that it will prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and will:
- 1) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
 - 2) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - 3) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in the Master Agreement.
 - 4) Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
 - 5) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
 - 6) Specifics. The CONTRACTOR agrees to, and assures that it will:
 - i. Affirmative Action. If required to do so by U.S. DOT regulations (49 C.F.R. part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
 - (A) Recruitment advertising, recruitment, and employment;
 - (B) Rates of pay and other forms of compensation;
 - (C) Selection for training, including apprenticeship, and upgrading; and
 - (D) Transfers, demotions, layoffs, and terminations; but
 - ii. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and
 - 7) Equal Employment Opportunity Requirements for Construction Activities. The CONTRACTOR agrees to, and assures that it will comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - i. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and
 - ii. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

The CONTRACTOR agrees to include the above clause (Civil Rights) in each subcontract related in whole or in part with this contract.

9. Disadvantaged Business Enterprise (DBE). Palm Tran, as the operator and manager of the County's public transit system, has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

The Code of Federal Regulation 49 CFR Part 26 defines a DBE as a for-profit small business concern that is subject to the following requirements:

- a) At least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals **AND**
- b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

In order to overcome the effects of discrimination and its past influence on DBEs, in compliance with DOT mandates, PALM TRAN establishes an annual overall goal for DBE participation. Attainment of this goal may be achieved through Race Neutral or Race Conscious means. *Race Neutral* means are aimed at achieving the participation of small businesses in the County's contracts without respect to the gender or race of the owner. A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. When the use of Race Neutral means does not substantially contribute towards the overall agency goal for DBE participation, PALM TRAN also utilizes Race Conscious means as a method of achieving a "level playing field" for DBEs seeking to participate in federal-aid transportation contracting. *Race Conscious* means are aimed at achieving the desired level of participation among certified DBE firms.

9.1 This contract is being funded, in whole or in part with the Department of Transportation (DOT) financial assistance. Accordingly, it is the policy of the County, to

- a) To ensure nondiscrimination in the award and administration of DOT – assisted contracts;

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

- b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- c) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- d) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- e) To help remove barriers to the participation of DBEs in DOT assisted contracts;
- f) To assist the development of firms that can compete successfully in the market place outside the DBE Program.

9.2 This solicitation is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs and Palm Beach County Resolution No. R-2014-0869 setting forth the County's Disadvantaged Business Enterprise Program.

9.3 The CONTRACTOR and its subcontractors for this project shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of the work associated with this DOT assisted contract, to ensure nondiscrimination.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the CONTRACTOR from future bidding as non-responsible.

9.4 DBE Participation Goals:

- a) Palm Beach County encourages the Prime CONTRACTOR to make every attempt to secure a level of DBE participation that contributes toward the achievement of the overall DBE goal.
 - () **DBE Goal Established for this Solicitation:** The bidder shall make a Good Faith Effort to subcontract at least ____% of the dollar value of the total amount of this contract to certified DBE Subcontractors (Race Conscious).

Although all bidders must meet the required bid procedures specified by Palm Beach County, contracts will only be awarded to the bidder who meets either of the following criteria:

- (1) Achieves the DBE participation goal as specified above

OR

- (2) Submits documentation detailing the Good Faith Efforts made in researching potential DBE subcontractors.

- b) (X) **No DBE Goal Established for this Solicitation:** Palm Tran encourages the bidder to make every attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE) certified by a cognizant agency in the completion of this contract (Race Neutral). The SBE and/or DBE non-mandatory goal for this project is 15%.

The CONTRACTOR agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (certified by a cognizant agency) are used when possible. The CONTRACTOR also agrees that each subcontractor will facilitate participation by small business owned and controlled by socially and economically disadvantaged individuals, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. We encourage the use of Small Businesses in the general market area Broward, Miami Dade, Palm Beach and neighboring counties, there is no geographic restriction.

- (c) CONTRACTOR agrees that throughout the term of this Agreement, the services as provided by the firms listed on **Exhibit 5B Schedule of DBE Participation** shall remain at least at the percentage levels set forth therein.
- (d) CONTRACTOR shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the COUNTY, for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.

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- (e) CONTRACTOR agrees that nonpayment of a subcontractor or supplier shall be a material breach of this Agreement and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.
- (f) CONTRACTOR agrees to submit with each pay application a report to County's contract representative (with a copy to Palm Tran's DBE Liaison), on DBE participation, which should contain a record of payments made to its DBE subcontractors during the current billing period. CONTRACTOR shall utilize the form attached as **Exhibit 5-C DBE Utilization Report**. Reports should be submitted with each pay application.
- (g) CONTRACTOR agrees to submit a Final DBE Participation Report containing the total amount paid to its DBE subcontractors to County. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 5-D - Final DBE Utilization Report**.
- (h) CONTRACTOR shall certify to COUNTY, the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at contract award.
- (i) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the agreement and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the agreement have been met, notwithstanding any other provisions of the Agreement, shall be cause for COUNTY to withhold further payments under the agreement until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the agreement, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- (j) CONTRACTOR agrees that it cannot terminate a DBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a DBE subcontractor needs to be replaced or removed from the team, CONTRACTOR must submit a written request to County's contract representative, with a copy to Palm Tran's DBE Liaison) with detailed explanation or justification for the submission of such request. Before transmitting to the County's contract representative its request to terminate, the prime CONTRACTOR must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to County's contract representative and Palm Tran's DBE Liaison prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the County and Palm Tran of why it objects to the proposed termination. If the request is due to a voluntary cessation of the DBE firm from the team, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of DBE subcontractors will only be approved on a case-by-case basis provided that reasons cited are properly justified. When a DBE subcontractor is terminated or fails to complete its work, CONTRACTOR must make good faith efforts to find another DBE subcontractor to substitute for the original DBE, and submit such documentation and the name of the new subcontractor to County for approval. Good faith efforts are detailed here in.

A CONTRACTOR whose performance falls short of its original commitments shall be subject to the compliance mechanisms the County had made applicable.

Sanctions for Noncompliance with DBE Program Provisions. Failure of the CONTRACTOR to carry out DBE program provisions shall constitute a breach of the contract for default or such remedy as the County may deem appropriate. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

9.5 DBE - Contract Compliance Monitoring

- (a) Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulations at 49 CFR Part 26.
- (b) Contract compliance will encompass monitoring for contract dollar achievement and DBE CONTRACTOR utilization. Palm Beach County and Palm Tran staff each shall have the authority to audit and monitor all contracts and contract related documents pertaining to activities under this contract. The requirements of the DBE Program are applicable to the CONTRACTOR, its general CONTRACTORS, third party CONTRACTORS, and subcontractors and suppliers.

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- (c) CONTRACTOR shall be responsible for ensuring that proper documentation with regard to its utilization and payment of DBE subcontractors is maintained at all times and provided to COUNTY as required in section 9.1.

The CONTRACTOR agrees to include the above clause and sub-clauses of Section 9 Disadvantaged Business Enterprise in each subcontract related in whole or in part with this contract.

10. Energy Conservation. The CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

11. Full and Open Competition. FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

12. Termination for Convenience or Default. If this solicitation is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000), the County may terminate the contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the County. If the CONTRACTOR has any property in its possession belonging to the County, the CONTRACTOR will account for the same, and dispose of it in the manner the County directs.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in the contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of the contract, the County may terminate the contract for default. The County shall terminate the contract by default by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the CONTRACTOR has possession of County-owned goods, the CONTRACTOR shall, upon direction of the County's contract administrator, protect and preserve the goods until surrendered to the County or its agent. The CONTRACTOR and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

13. Opportunity Cure The COUNTY, in its sole discretion may, in the case of a termination for breach or default, allow CONTRACTOR 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to the COUNTY'S satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by CONTRACTOR of written notice from The COUNTY setting forth the nature of said breach or default, The COUNTY shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude The COUNTY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Waiver of Remedies for any Breach In the event that The COUNTY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by The COUNTY shall not limit The COUNTY'S remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.

14. Recycled Products/Solid Wastes. If this solicitation is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the purchaser or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873. The CONTRACTOR agrees to include the above clause in each subcontract that exceeds \$10,000 related in whole or in part with this contract.

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15. Government-wide Debarment and Suspension. (Exhibit 3) If this solicitation has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200. Being such, Palm Tran must determine whether a CONTRACTOR is excluded from participating in a covered transaction. As such, the CONTRACTOR is required to verify that the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CONTRACTOR agrees to comply with, and assures compliance of each third-party CONTRACTOR and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). The CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

As required by Executive Order 12549, Debarment and Suspension, the CONTRACTOR shall certify to the above statements by completing the certification required (Exhibit 3). This certification is a material representation of fact: Palm Tran shall verify the status of the CONTRACTOR by conducting its own each search on the Excluded Parties List in the System for Award Management (SAM).

16. Federal Tax Liability and Recent Felony Convictions Disclosure the CONTRACTOR shall comply with the requirements of the FTA Master Agreement, as amended, which prohibits transactions with CCONTRACTORS that:

- (a) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
- (b) Were convicted of a felony criminal violation under any Federal law within the preceding 24 months. The CONTRACTOR shall submit with its bid, the certification required (**Exhibit 4**).

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

17. Buy America. If this solicitation exceeds \$150,000 and use steel, iron & manufactured products, the CONTRACTOR agrees, to the extent applicable, to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content. A bidder or offeror must submit to the County the appropriate Buy America certification model formats, if applicable, for which are contained as **Exhibit 1**, attached, with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification, if applicable, must be rejected as nonresponsive.

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

18. Dispute Resolution.

The COUNTY and the CONTRACTOR intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the COUNTY and the CONTRACTOR'S organization.

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In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the COUNTY'S direction or decisions made thereof.

Unless otherwise directed by COUNTY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

19. Lobbying. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the County. A certification format is appended as **Exhibit 2**. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

20. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year. The CONTRACTOR agrees to comply with the Clean Air Act (42 U.S.C. §§ 7401 – 7671q.), as amended-contracts and subgrants of amounts in excess of \$100,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q). The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

21. Clean Water. If this solicitation is valued at \$100,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to the County and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

22. Fly America. The CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR §§ 301-10.131-301-10.143, which provide that recipients and subrecipients of federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The CONTRACTOR agrees to include this requirement in all subcontracts that may involve international air transportation.

23. Cargo Preference. The CONTRACTOR agrees to use privately-owned U.S. Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent that such vessels are available at fair and reasonable rates for U.S. Flag commercial vessels. The CONTRACTOR also agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to the County (through the CONTRACTOR in the case of subcontractor's bill-of-lading). The CONTRACTOR further agrees to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel. The shipping requirements can be found at 46 U.S.C. § 55305, and in U.S. Maritime Administration regulations, "Cargo Preference- U.S. Flag Vessels," 46 C.F.R. part 381.

24. Privacy Act. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of the County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier, the CONTRACTOR agrees to comply with, and assures the compliance of its employees with,

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information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

25. Conformance with ITS National Architecture – CONTRACTOR shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

26. ADA Access. In the fulfillment of this solicitation and as applicable, the CONTRACTOR agrees to comply with:

- a) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
- b) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
- c) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 27 and 37. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: <http://www.access-board.gov/ada-aba/final.cfm>
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- f) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.
- g) Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37 and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38 subpart B. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

27. Veterans Preference As provided by 49 U.S.C. § 5325(k), to the extent practicable, —CONTRACTOR and SubCONTRACTORS working on a capital project funded with federal assistance, agrees and assures that they will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. § 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

28. Safe Operation of Motor Vehicles.

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

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b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The CONTRACTOR is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

29. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

- (a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), is within the meaning of "Federal Requirement" as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.
- (b) Enforcement for non-compliance. The Contractor agrees that the County may take enforcement action for non-compliance with the CDC Mask Order, including:
 - (1) Enforcement actions authorized by 49 U.S.C. § 5329(g);
 - (2) Referring the Recipient to the CDC or other Federal authority for enforcement action;
 - (3) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
 - (4) Any other enforcement action authorized by Federal law or regulation.

30. NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION

The Palm Beach County Board of County Commissioners (BCC) and Contractor acknowledge and agree that, if a current or prospective legal matter that may affect the Federal Government emerges, The BCC must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the BCC is located. The Contractor agrees to include a similar FTA notification requirement in any subcontract related in whole or in part with this contract for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) The BCC must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the BCC is located, if the BCC has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from the FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Palm Tran and the FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of Palm Tran. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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By signing below, I confirm that I have read, understand and agree to comply with all provisions of the Special Contract Provisions as originally published, without exception, change or alteration of any kind, except as may have been published by the County in an amendment(s) prior to the date of submittal.

COMPANY NAME: WILLIAMSON DACAR ASSOCIATES, INC. dba WILLIAMSON DESIGN ASSOCIATES
ADDRESS: 2605 ENTERPRISE RD E., SUITE 210
CITY/ STATE/ ZIP CODE: CLEARWATER, FL 33759
SIGNATURE: [Signature]
TYPE NAME: TED WILLIAMSON DATE: 9/27/23

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS ATTACHMENT A TO CONTRACT #., INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1 - NOT APPLICABLE ~~---~~
BUY AMERICA CERTIFICATION---ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$150,000 AND USE STEEL, IRON & MANUFACTURED PRODUCTS

EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION --- ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000

EXHIBIT 3
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

EXHIBIT 4
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DISCLOSURE

EXHIBIT 5 - 5A-5B-DBE FORMS and 5E if Applicable

EXHIBIT 6- NOT APPLICABLE ~~---~~
LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS (if Applicable)

EXHIBIT 7- NOT APPLICABLE ~~---~~
WAGE DETERMINATION ACCEPTANCE

EXHIBIT 8- NOT APPLICABLE ~~---~~
WAGE DETERMINATION

EXHIBIT 9- NOT APPLICABLE ~~---~~
OPTIONAL FORM WH-347

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EXHIBIT 1
BUY AMERICA CERTIFICATION

Every procurement in excess of \$150,000 (based on the contract value) of steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) shall require the appropriate certificate completed as set forth below, and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b). This applies to tier-one CONTRACTORS must be "passed-down" to sub-CONTRACTORS, the CONTRACTOR agrees to include a similar provision in each subcontract financed in whole or under this contract.

If this solicitation is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- Will comply with the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- Cannot comply with the requirements of 49 USC 5323(j) but it may qualify for an exception pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. (Attach applicable documentation)

(Date)

 _____
(Signature)

(Print Name)

(Title)

(Company)

General Requirements

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING CONSTRUCTION/ARCHITECTURAL AND
ENGINEERING/ACQUISITION OF ROLLING STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL
SERVICE CONTRACTS/ TURNKEY CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

9/27/23
(Date)


(Signature)

TED WILLIAMSON
(Print Name)

PRESIDENT
(Title)

WILLIAMSON DACAR ASSOCIATES, INC dba WILLIAMSON DESIGN ASSOCIATES
(Company)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 3
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, the CONTRACTOR certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

9/27/23
(Date)


(Signature)

TED WILLIAMSON
(Print Name)

PRESIDENT
(Title)

WILLIAMSON PACAR ASSOCIATES, INC dba Williamson
(Company)
DESIGN ASSOCIATES

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 4

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DISCLOSURE

The CONTRACTOR certifies that:

1. The CONTRACTOR does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. The CONTRACTOR was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3. The CONTRACTOR agrees to flow this requirement down to all lower tier participants (subcontractors), without regard of the value of any subagreement.

9/27/23
(Date)


(Signature)

TED WILLIAMSON
(Print Name)

PRESIDENT
(Title)

WILLIAMSON DADR ASSOCIATES INC dba WILLIAMSON
(Company)
DESIGN ASSOCIATES

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 5
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of 50 % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and has submitted a:

DBE Unavailability Report – Good Faith Efforts, which includes information and details as described in Exhibit 5-E.

The bidder/offeror is a Certified DBE

Name of bidder/offeror's firm: WILLIAMSON DACAR ASSOCIATES, INC dba WILLIAMSON DESIGN ASSOCIATES

By [Signature] (Signature) PRESIDENT (Title)

TED WILLIAMSON
Print Name

Contact Information

Telephone#: 727-725-0951

Email Address: TWILLIAMSON@WDASTUDIO.COM
To be completed for each DBE expected to participated in this project

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 5-A
LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From: Williamson DACH ASSOCIATES, INC dba WILLIAMSON DESIGN ASSOCIATES
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: PALM TRAV BUS STOP IMPROVEMENTS PROJECT #2023-027831

In response to Palm Beach County's RFP/Bid No. _____, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Palm Beach County.

Name of Firm: ENGENUITY GROUP, INC.
(Proposed DBE Subcontractor/Subconsultant) (Attach copy of DBE certification)

Expiration of DBE Certification: APRIL 4, 2024 (Attach copy of DBE certification) ATTACHED -

Projected Work Assignment: Enter description of work/assignment
CIVIL ENGINEERING/SURVEYING

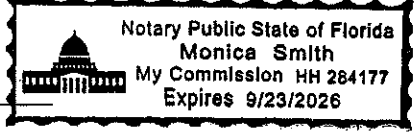
Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \$183,842.00

[Signature] 9/27/2023
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this 27th day of SEPTEMBER 2023.

[Signature]
(Notary's Signature)

(Notary Seal)



(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
an individual a partnership a corporation a joint venture. The undersigned agrees with the prime CONTRACTOR's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] 9/27/2023
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this 27th day of September 2023.

[Signature]
(Notary's Signature)

(Notary Seal)



SCHEDULE OF DBE PARTICIPATION (To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

**ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS**

EXHIBIT 5-B

BID/RLI #:	Contract Amount (Prime CONTRACTOR Total BID/RFP Submittal) \$ 235,808.00
PROJECT NAME: <i>PALM TRAN BUS STOP IMPROVEMENTS</i>	Contact TELEPHONE #: <i>727-725-0951</i>
PRIME CONTRACTOR: <i>Williamson Oscar Associates Inc dba WILLIAMSON DESIGN</i>	Contact Email Address: <i>TWILLIAMSON@WDASTUDIO.COM</i>
CONTACT PERSON: <i>TED WILLIAMSON</i>	<i>ASSOCIATE</i>

DBE SubCONTRACTOR	Expiration of Certification	DBE Contact	Phone	Type of Work To Be Performed	\$	Estimated Sub-Contract Amount
<i>ENGENIITY GROUP</i>	<i>04/04/24</i>	<i>KEITH JACKSON</i>	<i>561-655-1151</i>	<i>CIVIL ENGINEERING/SURVEY</i>	\$	<i>183,842.00</i>
					\$	
					\$	
					\$	
Total Estimated Dollar (\$) DBE Participation					\$	<i>183,842.00</i>
DBE SubCONTRACTOR Participation Percentage (Total estimated amount allocated to DBEs divided by Total Prime CONTRACTOR Contract Amount)					%	<i>77.9</i>

The listing of a DBE shall constitute a representation by the bidder/responder to Palm Beach County that such DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by Palm Beach County's contract representative, with the concurrence of Palm Tran's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

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

Signature	<i>Ted Williamson</i>	Title	<i>PRESIDENT</i>	Date	<i>9/27/2023</i>
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THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

THIS EXHIBIT AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR SUBMITTAL NON-RESPONSIVE

**Florida UCP DBE Directory
Vendor Profile**

As Of: 06/23/2022

Vendor Name: ENGENUITY GROUP INC

Certification: DBE/MBE

Former Name:

Business Description: CIVIL ENGINEERING SURVEYING GIS MAPPING

Mailing Address:
1280 NORTH CONGRESS AVE STE 10
WEST PALM BEACH, FL 33409-

Physical Address:
1280 NORTH CONGRESS AVE STE 10
WEST PALM BEACH FL 33409-

District: 04 County: PALM BEACH

Website:

Contact Name: LISA TROPEPE

Phone: (561) 655-1151

Fax: (561) 832-9390

Contact Email: LTROPEPE@ENGENUITYGROUP.COM

Current DBE Certification: Certified Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

541330 - Engineering Services

541370 - Surveying and Mapping (except Geophysical) Services

Available Work Counties

Statewide

Available Work Districts

Statewide

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 5-C
DBE UTILIZATION REPORT

Report No. _____

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:		
PRIME CONTRACTOR:	PERIOD ENDING:		
CONTACT PERSON:	TELEPHONE #:	FAX #	

SUBCONTRACTING INFORMATION

TO BE SUBMITTED WITH EVERY PAY APPLICATION TO COUNTY'S CONTRACT REPRESENTATIVE AND PALM TRAN'S DBE LIAISON (csalazar@pbcgov.org)

DBE SubCONTRACTOR	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category				
						M	F	B	H	A	NA	W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

<i>Signature</i>	<i>Title</i>	<i>Date</i>
------------------	--------------	-------------

Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 5-D
FINAL DBE UTILIZATION REPORT
 (To be submitted with the final invoice)

CONTRACT #:		CONTRACT AMOUNT:	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:			PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:			PERIOD ENDING:	
CONTACT PERSON:			TELEPHONE #: ()	FAX # ()

SUBCONTRACTING INFORMATION

All payments made to DBE subCONTRACTORS must be reported on this form.

DBE SubCONTRACTOR	Description of Work	Original Amount (Agreed to Price)	Final Subcontract Amount	Total Amount Paid
	TOTALS:			

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

<i>Signature</i>	<i>Title</i>	<i>Date</i>
------------------	--------------	-------------

Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 5-E
DBE Unavailability Report – Good Faith Efforts

A BIDDER that submits an Unavailability Report, (Exhibit 5-E Sample), in which they state they are unable to meet the DBE Goal, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, **if BIDDER wishes to remain eligible for award**. Reasonable efforts as determined by 49 CFR Part 26 – Appendix A to Part 26 – Guidance Concerning Good Faith Efforts, to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media concerning subcontracting opportunities.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids. Proof of written solicitations to DBE firms, allowing an adequate amount of time for response and inquiry from interested parties.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Records of providing interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract.
- Records of discussions with interested DBEs about the required capabilities of the project and performing a thorough investigation of the DBEs qualifications to determine inherent competencies.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the BIDDER or COUNTY.
- An Unavailability Report submitted by the BIDDER to County, prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted.
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - A list of each DBE that bid on a Subcontract but declared "unqualified" by the BIDDER, a detailed statement of the reasons for the Bidder's conclusion. (Quote too high, not complete, attach explanation)
 - Any additional information on methods used to reach DBEs and the result.

Samples:

-Attach copies of quotes of all DBEs who quoted but who were not selected.

METHODS USED TO SOLICIT DBE PARTICIPATION FOR THIS PROJECT:

-Fax-Email (identifying each DBE firm solicited based on each fax number and the associated fax transmission stat log(s). Please be sure fax dates are clearly visible/email print out)
-Telephone (Telephone log showing the name of each DBE firm contacted, the telephone contact date, and brief notes about each contact, as applicable). -Mail (Documentation: Include a sample letter and include solicitations which were returned undeliverable) E-mail (attach E-mail copy sent and distribution list) Website address
Advertisement placed in/on (attach copy of advertisement(s) referencing specific solicitation items and dates).

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

EXHIBIT 5-E
SAMPLE

DBE Unavailability Report – Good Faith Efforts

RFP/BID NO. _____

(NAME OF PRIME CONTRACTOR)

The undersigned representative of the prime CONTRACTOR, personally appeared before the undersigned officer, authorized to administer oaths who, after being duly sworn, states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or to submit a bid which was not the low acceptable bid set forth, and that the following information regarding DBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE CONTRACTORS were invited to bid subcontract work, but were not available to work.
(Provide copy of the invitation, dates, List of DBEs, address, and responses.)
2. The following DBE CONTRACTORS were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs, address)
3. The following DBE CONTRACTORS submitted bids which were not the low acceptable bids.
(Provide copy of the responses and your analysis as to why the bids were not acceptable).

If you did not get any responses to your solicitation of DBE CONTRACTORS, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Your report should include information as detailed in the previous page in Exhibit 5E: DBE Unavailability Report – Good Faith Efforts

(The report should be signed by the same person signing the BID/RFP submittal)

Signature: _____

Title: _____

Date: _____



July 19, 2023

Mr. Marc Hartley
Facilities Systems Project Manager
FD&O/Capitol Improvement Division
2633 Vista Parkway W.P.B. FL. 33411
T: 561-233-0190; 561-351-6255
E: MHartley@pbcgov.org

Re: Palm Tran Bus Stop Improvements
Electronics Way, West Palm Beach, FL
County Project Number # 2023-027831

Dear Marc:

Thank you for this opportunity to submit our proposal for the development of the design and construction documents for the forty nine (49) Palm Tran bus stop improvement's locations. The work will generally consist of a site survey at each location and the evaluation and design to make the bus stops ADA compliant. The scope of our services is further delineated in the attached proposal from Engenuity Group, Inc., Civil Engineers.

In development of this project Williamson Design Associates' (WDA) scope of services will be as follows:

DESIGN & CONSTRUCTION DOCUMENTS

- Provide Site Survey services at each location.
- Provide Schematic Design documents for review.
- Provide 75% Construction documents for review.
- Provide 100% construction documents for review.
- Provide Signed & sealed documents for permitting.
- Budget estimating

BIDDING

- Assist the County with review of the Construction Managers GMP proposal and make recommendation.

CONSTRUCTION ADMINISTRATION

- Assist the County in construction administration of the project with the review of shop drawings, responding to RFIs and coordinating site observation visits.
- We anticipate up two site visits to each site to review the progress of the work and general conformance to the contract drawings.

Items not included in our scope of work include:

- Roadway improvements
- Design of landscaping, irrigation and lighting
- Coordinating relocation of existing utilities
- Environmental analysis

851 Broken Sound Parkway, Suite 133, Boca Raton, FL 33487

561.609.4481 wda.biz

- Design of bus stop shelters

The following is our fee for development of the construction documents based on the executed Annual Contract for Architectural Services and the scope of stated above.

Williamson Design Associates

Design Coordination	\$ 13,350.00
Permit Coordination	\$ 4,306.00
Bidding	\$ 2,112.00
Construction Administration	<u>\$ 17,048.00</u>
Sub-Total	\$ 36,816.00

Construction Consultants & Associates

Budget Estimating	\$ 13,650.00
Sub-Total	\$ 13,650.00

Engenuity Group Inc.

Survey work	\$ 67,382.00
Design Documents/ Permitting	\$ 88,064.00
Construction Administration	<u>\$ 28,396.00</u>
Sub-Total	\$183,842.00

Expenses	\$ 1,500.00
Total FEE	\$235,808.00

Services requested beyond the above scope of work will be billed as additional services based on our hourly rates included in our executed Annual Contract EXHIBIT B or for a lump sum fee to be agreed upon in writing prior to the start of such work. Additional services shall be billed at the time of their completion or at intervals of 30 days, whichever occurs first.

If the work on this project is stopped at any time, our office shall be notified in writing and shall be paid for our services performed to the date of receipt of such notice and based on our hourly rates.

Our schedule to complete the work exclusive of County review periods is as follows:

Project Startup	2 weeks
Survey work & Geotechnical services	8 weeks from NTP
Schematic Design Documents Submittal	6 weeks
County review	TBD
75% Construction Documents Submittal	6 weeks
100% Construction Documents Submittal	4 weeks
County review	TBD
Permit Set signed & sealed	3 weeks

Marc Hartley
Re: Palm Tran Bus Stop Improvements
July 19, 2023
Page 3 of 3

Our office looks forward to working with you on this project. Should you have any questions, please give me a call.

Cordially,

A handwritten signature in black ink, appearing to read "Ted Williamson", written in a cursive style.

Ted Williamson, AIA, PE, LEED AP

Attachments: WDA FEE worksheet
Engenuity Group Inc., Fee proposal letter dated 05/9/2023
CC & A FEE Proposal dated 7/19/2023 revised 12/12/2023

Cc: Jessica Wells, AIA, Studio Director

WILLIAMSON DESIGN ASSOCIATES
PROPOSAL FOR ARCHITECTURAL SERVICES

July 19, 2023

Palm Tran Bus Stop improvements

DATE

PBC Project: # 2023-027831

		HOURS					
		PRINCIPAL	SENIOR ARCHITECT/ ENGINEER	ARCHITECT	SR. PM/ DESIGNER	CLERICAL	GRAND TOTALS
Hourly Rates:		\$227.00	\$170.00	\$100.00	\$94.00	\$49.00	
1	Retrieve/Review/Record Drawings	2	2		2		
2	Site Visit to Verify and Collect Data	4					
3	Coordinate Survey/Geotechnical		4				
4	Design Development Documents				16		
5	Meet w/Owner to Review Design		8				
6	100% Construction Documents		14		6	8	
7	Signed & Sealed Construction Docs.		10		6		
8	Specifications		8		6	8	
9	Coordinate/Response Permit	6	14		6		
10	Budget Estimating CC&A						\$13,650.00
11	Engenuity: Site Survey						\$67,382.00
12	Engenuity: See proposal attached						\$88,064.00
TOTAL HOURS A (Items 1-9)		12	60	0	42	16	130
SUBTOTAL A (Hours x Rate)		\$2,724.00	\$10,200.00	\$0.00	\$3,948.00	\$784.00	\$17,656.00
13	Civil Coordination		24				
14	Bidding		8		8		
15	Pre Construction		12				
16	Submittal Reviews		12				
17	Construction Inspections				50		
18	Substantial Completion		8		8		
19	Final Inspection		8		4		
20	Payment Certificates		2				
21	RFI Responses						
22	Civil Engineering Engenuity CA						\$28,396.00
TOTAL HOURS B (Items 13-21)		0	74	0	70	0	144
SUBTOTAL B (Hours x Rate)		\$0.00	\$12,580.00	\$0.00	\$6,580.00	\$0.00	\$19,160.00
ESTIMATED PRINTING EXP.							\$1,500.00
TOTAL (A+B Subtotals + Printing)							\$235,808.00

Multiplier: 2.53

CC Construction
&A Consultants &
Associates

December 12, 2023

Mr. Ted Williamson, PE
Williamson Design Associates
2605 Enterprise Rd E, Suite 310
Clearwater, Florida 33759-1068

Re: Palm Beach Bus Stops – ADA Improvements
Palm Beach, Florida

Dear Ted:

C C & A Construction Consultants & Associates, Inc. is pleased to have this opportunity to present this revised proposal to provide the following construction cost estimates for the above-mentioned project. The scope of work shall include budgets for 49 bus stop improvements.

Schematic Design Construction Budget	46hrs @ \$175.00	\$8,050.00
Construction Document Construction Budget	20hrs @ \$175.00	\$3,500.00
	Total Fee	\$13,650.00

CC&A's only employee is Robert Kaupp, and his wage rate is \$75.00 per hour with a multiplier of 2.34.

We welcome this opportunity to work with you and your team of Professionals on this project. If you have any questions regarding this proposal, please call me at your convenience.

Sincerely,

C C & A Construction Consultants & Associates, Inc.



Robert A. Kaupp, LEED AP
President

WDA
Approved: _____

CC&A Construction Consultants & Associates, Inc.
PO Box 2086 • Riverview, Florida 33568 • 813-610-4232

May 9, 2023
Revised June 6, 2023
Revised July 19, 2023

Jessica Wells, RA, AIA, NCARB
Studio Director, South Florida
Williamson Design Associates
851 Broken Sound Parkway, Suite 133
Boca Raton, FL 33487
(Via email: jwells@wdastudio.com)

**RE: Professional Civil Engineering & Surveying Services
Palm Tran Bus Stop Improvements
Palm Beach County, Florida
Engenuity Group, Inc. Project No. 19128.09**

Dear Ms. Wells:

We are pleased to offer this proposal to render Professional Civil Engineering & Surveying services in connection with Palm Tran Bus Stops Improvements (hereinafter called the 'Project'). Our scope of work is based on your April 13, 2023 email and attachments for survey and construction plans for forty-nine (49) Palm Tran bus stop locations from Jupiter to Boca Raton.

Surveying Services

Engenuity Group, Inc. will prepare a Topographic Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, for each of the forty-nine (49) Bus Stops as is shown on the attached Bus Stop Shelter List that will be suitable to be used for the permitting process.

The assumption is that these bus stops have been constructed within the public Right-of-way and Engenuity Group will not research the position of the right of way lines for this effort.

See the attached **Designated Scope of Services** for a specific list of items to be included on the survey.

Total Fee: \$67,382.00

The final deliverable will be an electronically signed and sealed copy of the Topographic Survey with accompanying AutoCAD file, which can be provided within sixty (60) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Engineering Services

Engenuity Group, Inc. will provide Engineering design services, including Schematic, 50% and 100% Construction Document submittals, Construction Phase Services and Permitting. Our services as set forth in Exhibit "A" will be provided for a lump sum of **\$116,460.00** based on the following distribution of compensation:

A. Engineering Services & Permitting	\$88,064.00
B. Construction Phases Services	\$28,396.00

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

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.

Sincerely,



Jennifer Malin, P.S.M.
Director of Surveying

Approved by,



Keith B. Jackson, P.E.
Vice President

**Authorization: Professional Civil Engineering & Surveying Services
Palm Tran Bus Stop Improvements
Palm Beach County, Florida
Engenuity Group, Inc. Project No. 19128.09**

By: _____ Date: _____
(Name & Title)

For: _____
(Name of Company)

**Contract Amount: \$67,382.00 Surveying
\$88,064.00 Engineering and Permitting
\$28,396.00 Construction Phase Services**

Grand Total: \$183,842.00

I am _____ I am not _____ The Owner of the Property

The Property Owner Is: _____
Address: _____

Email: _____

Telephone: _____

Fax: _____

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY**NAME: PALM TRAN BUS STOPS IMPROVEMENTS****ENGENUITY PROJECT NO. 19128.09****DATE: 7/19/2023**

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	Yes
Contours at 1-foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 10-foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Topographic data will be obtained at 20-foot intervals of the road from right-of-way to edge of pavement.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	No
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	No
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
SUE Services included in the scope	No
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify):	
<ol style="list-style-type: none"> 1. Datum will be National American Vertical Datum 1988 (NAVD 88) 2. SUE Services are Not included in the services 3. Right-of-way lines will be based on PBC GIS linework and will not be field verified. 	

Bus Stop Shelters List

StopAbbr	Stop Name	StopAbbr	Stop Name
1108	MILITARY TRL at NESTING WY/HIGH PT	1267	MILITARY TRL at HOLLY DR
1020	MILITARY TRL at CANTERBURY DR N	1289	MILITARY TRL at DON CARTER BOWLIN
1027	MILITARY TRL at ROEBUCK	1195	MILITARY TRL at 61ST ST
1235	MILITARY TRL at NORTHWOOD UNIV	1113	MILITARY TRL at LAKE BLVD
1240	MILITARY TRL at SHENANDOAH	112	DIXIE HWY at PALM ST
1161	MILITARY TRL at LAKE IDA RD	134	DIXIE HWY at NATHAN HALE RD
1253	MILITARY TRL at UP THE GROVE LN	1246	MILITARY TRL at BLDG 1466
1004	MILITARY TRL at HOLLY DR	1029	MILITARY TRL at GREEN PINE BLVD
1185	MILITARY TRL at WINDWARD PASSAGE DR	1257	MILITARY TRL at S FOUR SEASONS ST
1210	MILITARY TRL at CYPRESS LN	3433	OKEECHOBEE BLVD at DIXIE HWY
131	DIXIE HWY at BUNKER RD	1199	MILITARY TRL at FULLER ST
3210	OKEECHOBEE BLVD at BLD4047	1265	MILITARY TRL at CRESTDALE ST
1157	MILITARY TRL at FOUNTAINS WAY	1734	MILITARY TRL at DWYER HS
1073	MILITARY TRL at MORRISON AVE	1092	MILITARY TRL at CEDAR PT BLVD
1223	MILITARY TRL at SOUTHERN BLVD/SR-80	1279	MILITARY TRL at EDWARD RD
3217	OKEECHOBEE BLVD at BLD5641	1727	MILITARY TRL at PERRY AVE
1258	MILITARY TRL at N FOUR SEASON ST	1241	MILITARY TRL at ROEBUCK RD
1264	MILITARY TRL at ARBOR WAY	1097	MILITARY TRL at WOOLBRRIGTH RD
1007	MILITARY TRL at ARBOR WAY	1139	MILITARY TRL at YAMATO RD
1093	MILITARY TRL at PALM CHASE DR	1245	MILITARY TRL at SHILOH DR
1116	MILITARY TRL at LINTON BLVD	1063	MILITARY TRL at BOWMAN ST
1177	MILITARY TRL at APPLGATE PLZ SE ENT	1013	MILITARY TRL at WOODBINE S
1075	MILITARY TRL at VESPASIAN CT	1081	MILITARY TRL at LE CHALET BLVD
1186	MILITARY TRL at WHITE FEATHER TR	1710	MILITARY TRL at JUPITER LKS BLVD
1268	MILITARY TRL at LILAC ST		

EXHIBIT "A"

PALM TRAN BUS STOP IMPROVEMENTS
Palm Beach County, FL
Engenuity Group Project No. 19128.09

ENGINEER'S SERVICES:

A1.01 Schematic Design

- A. Meet with OWNER to define and clarify OWNER'S requirements for the Project and available data.
- B. Conduct site visit to 49 locations and review requested improvements.

A1.02 Design Development (50% CD)

- A. Prepare initial drawings indicating the scope, extent, and character of the work to be performed and furnished by the CONTRACTOR.
- B. Attend up to two (2) coordination meetings.

A1.03 Construction Documents (100% CD)

- A. Prepare final drawings indicating the scope, extent, and character of the work to be performed and furnished by the CONTRACTOR.
- B. Prepare note specifications and details on plans.
- C. Prepare Engineer's Opinion of Cost for the overall civil site improvements.

A1.04 Permitting Phase Services

- A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:
 - 1. Palm Beach County Engineering Department - R/W permit. It is assumed a single (1) permit package will be prepared which will cover all 49 locations.

Note: Individual Municipality permits are not anticipated, as bus stops are located on PBC maintained roadways.

Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization.

A1.05 Construction Phase Services

A. *Preconstruction Conference.* Attend a Preconstruction Conference prior to commencement of Work at the Site.

B. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:

1. Make no more than 196 (49 locations x 2 visit each site x 2 hours each visit) visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of Work.
2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.

C. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications

and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.
- E. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.
- F. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.
- G. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- H. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:
 - 1. Palm Beach County Engineering Department
- I. *Substantial Completion.* Promptly after notice from CONTRACTOR that

CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.

J. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.

K. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of one hundred and eighty (180) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

A1.06 Items to be furnished by OWNER:

A. Location map and improvement list (provided already).

A1.07 This proposal does not include the following:

A. The design of any roadway improvements.

B. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.

C. Survey including platting and construction layout.

D. Design of landscaping, irrigation, and lighting.

E. Coordination of new or relocated electrical, gas, telephone, and TV services.

F. Environmental Analysis or design including wetlands, uplands, or contamination.

G. Structural engineering analysis or replacement of any weather shelters.

H. Cost Estimating Services

Exhibit B
Fee Breakdown
PALM TRAN BUS STOPS IMPROVEMENTS
49 Locations

Engenuity Group Project No. 19128.09

Description		Dept. Director	Project Manager	Project Engineer	AutoCAD Tech	Sr. Admin. Assist.	
Hourly Rate		\$168.00	\$142.00	\$118.00	\$90.00	\$60.00	
Schematic Design and Research							
1	Coordination Meetings	2.00	2.00				\$ 620.00
2	Review 49 site locations		75.00	75.00			\$19,500.00
3	Utility Investigation						\$ -
4	Drainage Calculations						\$ -
	Labor Hours	2.00	77.00	75.00	0.00	0.00	
	Labor Cost	\$ 336.00	\$ 10,934.00	\$ 8,850.00	\$ -	\$ -	
	Total Fee (Site Plan Approval Assistance)					\$ 20,120.00	
Design and Permitting Phase							
1	Coordination Meetings	4.00	4.00				\$ 1,240.00
2	P, G & D Design (75% and 100% CD's)		16.00	80.00			\$11,712.00
3	S & W Design						\$ -
4	P, G & D Drawings (75% and 100% CD's)			100.00	400.00		\$47,800.00
5	S & W Drawings						\$ -
6	Sewer Profiles						\$ -
7	Specifications and Details		2.00	4.00	8.00		\$ 1,476.00
8	Calculations						\$ -
9	Utility Coordination						\$ -
10	Horizontal Control Plan						\$ -
11	Pollution Prevention Plan						\$ -
12	Permitting	1.00	2.00	24.00	16.00	4.00	\$ 4,964.00
13	Cost Estimate						\$ -
14	Quality Control Review	2.00		2.00	2.00		\$ 752.00
	Labor Hours	7.00	24.00	210.00	426.00	4.00	
	Labor Cost	\$ 1,176.00	\$ 3,408.00	\$ 24,780.00	\$ 38,340.00	\$ 240.00	
	Total Fee (Design and Permitting)					\$ 67,944.00	
	Total Engineering Fee					\$ 88,064.00	

Exhibit B
Fee Breakdown
PALM TRAN BUS STOPS IMPROVEMENTS
49 Locations

Engenuity Group Project No. 19128.09

Description		Dept. Director	Project Manager	Project Engineer	AutoCAD Tech	Sr. Admin. Assist.	
Hourly Rate		\$168.00	\$142.00	\$118.00	\$90.00	\$60.00	
Construction Phase							
1	Preconstruction Conference		3.00	3.00			\$ 780.00
2	Field Observations (2 visits per site/ 2 hours)			196.00			\$23,128.00
3	Engineer's Site Visits		8.00				\$ 1,136.00
4	Clarifications and Interpretations						\$ -
5	Change Order review						\$ -
6	Shop Drawing review			2.00			\$ 236.00
7	Testing report review						\$ -
8	Pay Application review			8.00			\$ 944.00
9	Closeout Documents						\$ -
10	Record Drawing review						\$ -
11	Certifications		2.00				\$ 284.00
12	Substantial Completion Walkthrough			8.00			\$ 944.00
13	Final Walkthrough			8.00			\$ 944.00
	Labor Hours	0.00	13.00	225.00	0.00	0.00	
	Labor Cost	\$ -	\$ 1,846.00	\$ 26,550.00	\$ -	\$ -	
	Total Fee (Construction)						\$ 28,396.00
	TOTAL LUMP SUM FEE						\$ 116,460.00

Fee Breakdown

PALM TRAN BUS STOPS IMPROVEMENTS (49 BUS STOPS)

Engenuity Group Project 19128.09

		Project Land Surveyor	CADD Technician	2 Man Survey Crew	Administrative Assistant	
	Hourly Rate	\$130.00	\$90.00	\$129.00	\$63.00	
1	Field Work (49 Sites)		50	250	4	\$ 37,002.00
2	Office Work (49 Sites)	125	150		10	\$ 30,380.00
					TOTAL	\$ 67,382.00

CONTRACT EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Ted Williamson, as (Title/Position:) President of (Name of Firm:) Williamson Dacar Associates 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

10/19/2021

Date



CONTRACT EXHIBIT 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:

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) C. Andre Rayman, PSM, as (Title/Position:) President of (Name of Firm:) Engenuity Group, 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.

C. Andre Rayman, PSM Digitally signed by C. Andre Rayman, PSM
Date: 2021.10.08 16:30:34 -0400

Signature
10/8/2021

Date



Palm Beach County
Design Professionals Continuing Contract for Federally Funded Projects
RFP No. 2021-047984

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Palm Tran Bus Stop ADA Improvements

Project No.: 2023-027831

CONSULTANT/ANNUAL 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/ANNUAL CONSULTANT further represents that it presently has no interest and shall acquire no interest which would conflict with performance of services solicited herein, as provided for in Chapter 112, Part III, Florida Statutes, and Section 2-441, et seq., the Palm Beach County Code of Ethics. The CONSULTANT/ANNUAL CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

CONSULTANT/ANNUAL 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/ANNUAL 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/ANNUAL 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/ANNUAL CONSULTANT.

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

By signing below, CONSULTANT/ANNUAL 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/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

THIS DISCLOSURE is submitted by ROBERT KAUFF (name),
as PRESIDENT (title), of
CCFA CONST. CONSULT. & ASSOC. INC. (firm).

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

ROBERT KAUFF President Robert Kauff
12-11-2023 _____

(Print Name and Title)
(Date)

(Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2023

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.

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.

PRODUCER: Town & Country Insurance Agency, 1525 Herbert St. Ste 106, Port Orange, FL 32129
CONTACT NAME: Jason Prospect
PHONE: 386 767 0147
INSURER(S) AFFORDING COVERAGE: HARTFORD INSURANCE COMPANY, HARTFORD INSURANCE COMPANY, CONTINENTAL CASUALTY COMPANY

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County, a political subdivision of the State of Florida, its officers, employees and agents, are named as additional insured for all required coverages except Workers Compensation and Business Auto Liability.

CERTIFICATE HOLDER: Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway West, West Palm Beach FL 33411
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.