Agenda Item #: **3H-3**

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

**Meeting Date: November 17, 2026** **[ X ] 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. 15 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 $314,978.67 for the Palm Tran North – Bus Wash System and Canopy Replacement (Project).

**Summary:** On May 17, 2022, the Board of County Commissioners (BCC) approved the continuing consulting services/design professional services contract (R2022-0486) with the Consultant to provide architectural services for various federally funded projects on an as needed basis. The existing two-bay bus wash equipment and supporting structure at the Palm Tran North facility, located at 3201 Electronics Way in West Palm Beach, requires replacement as it has reached the end of its useful life. Under CSA No. 15, the Consultant will provide professional services which include architectural, civil, structural, industrial equipment, plumbing, electrical engineering design, construction document preparation, bidding, and construction administration services necessary for the Project. The Project includes, but is not limited to, the replacement of the existing two-bay bus wash of approximately 4,500 square feet and the addition of two single-user Americans with Disabilities Act (ADA) restrooms adjacent to the bus stop. This continuing consulting services/design professional services contract is exempt from the County's Small Business Development Ordinance pursuant to section 2-80.22 thereof because projects awarded under this contract are federally-funded. 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 . The SBE and/or DBE non-mandatory goal for this project is 15%. Funding for this project is from the Federal Transit Administration Grant and is budgeted in the Palm Tran Grants Fund. **(Capital Improvements Division) District 7 (MWJ)**

**Background and Justification:** On February 28, 2022, the Consultant was selected in accordance with the BCC adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. CSA No. 15 authorizes professional services necessary for the Project.

**Attachments:**
1. Location Map
2. Budget Availability Statement for CSA No. 15
3. CSA No. 15
4. CSA No. 15 History Sheet
5. Certificate of Liability Insurance
6. Nongovernmental Entity Human Trafficking Affidavit

**Recommended by:** _____ 10/20/26
**Department Director** **Date**

**Approved by:** _____ 10/26/27
**Chief Deputy County Administrator** **Date**

## II. FISCAL IMPACT ANALYSIS

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

| Fiscal Years | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|
| Capital Expenditures | $314,979 | | | | |
| Operating Costs | | | | | |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County | | | | | |
| NET FISCAL IMPACT | $314,979 | | | | |
| # 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 | $314,978.67 |
| STAFF COSTS | $ 0.00 |
| CONTINGENCY | $ 0.00 |
| TOTAL | $314,978.67 |

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**
Funding for this project is from the Federal Transit Administration and budgeted in the Palm Tran Grants Fund.

**C. Departmental Fiscal Review:** _____

## III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development Comments:**

_____ 10/22/2026
OFMB
DA 10/22

_____ 10/22/26
Contract Development and Control
10/22/2026
DS 10/22/26

**B. Legal Sufficiency:**

_____ 10/27/26
Chief Assistant County Attorney

**C. Other Department Review:**

Fredlyne Johnson
Digitally signed by Fredlyne Johnson
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PALM, OU=Users, CN=Fredlyne Johnson, E=FJohnson1@pbc.gov
Reason: I am the author of this document
Location: your signing location here
Date: 2026.10.15 12:21:54-04'00'
Foxit PDF Editor Version: 11.2.0

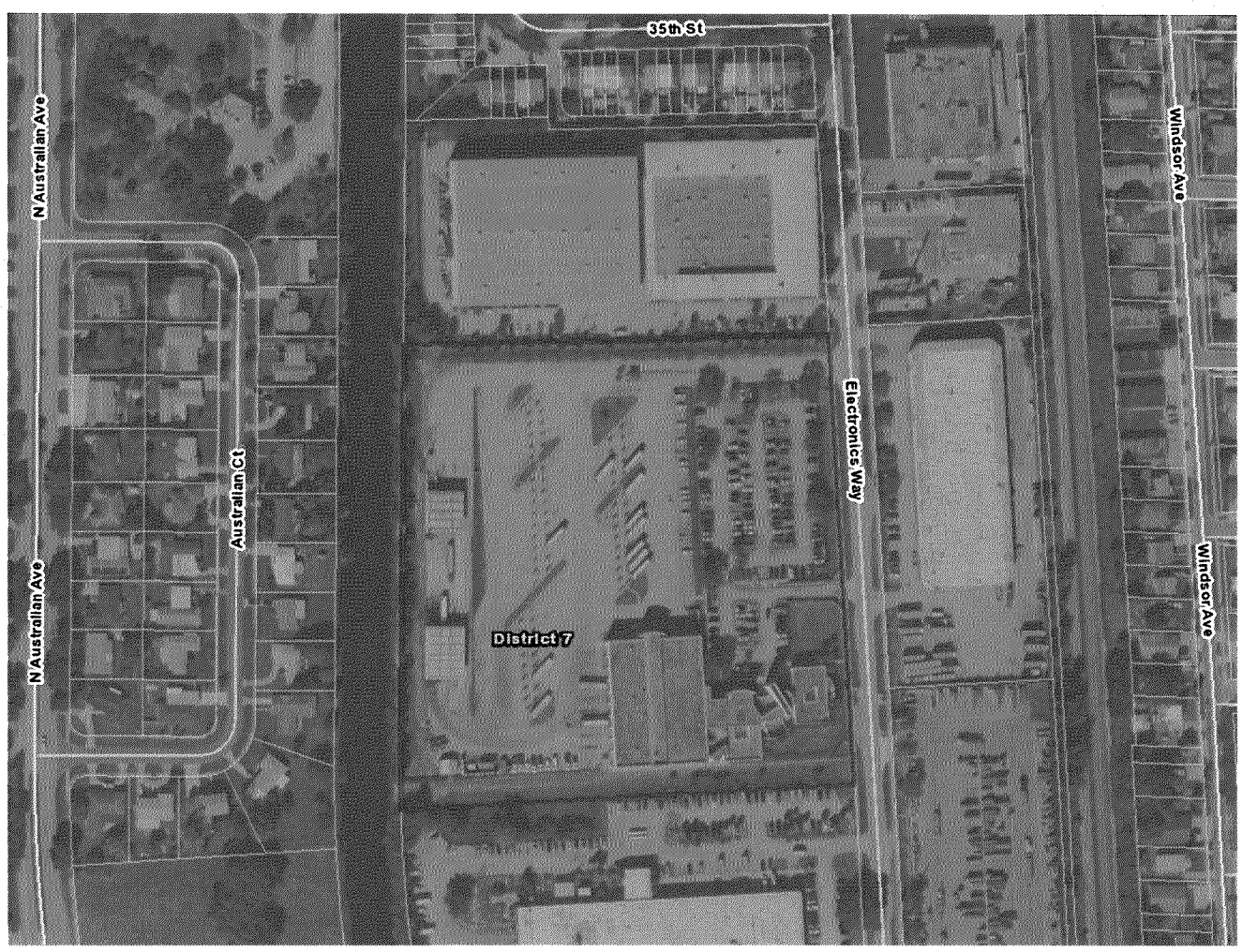
Department Director

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

# ATTACHMENT # 1

# LOCATION MAP

**Project No:** P-2026-000085
**Project Name:** Palm Tran North – Bus Wash System and Canopy Replacement
**Location:** 3201 Electronics Way, West Palm Beach, FL 33407



# ATTACHMENT #2

# BUDGET AVAILABILITY STATEMENT PR#12249

REQUEST DATE: 6/30/2026 REQUESTED BY: Alisua Masmela PHONE: 561-233-0278

PROJECT TITLE: Palm Tran North - Bus Wash System and Canopy Replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A IST PLANNING NO.: N/A

REQUESTED AMOUNT: $314,978.67 BCC RESOLUTION NO: R2022-0486

eFDO NO: P-2026-000085 DATE: 05/17/22

PROJECT NO: P-2026-000085

CSA NO: 15 SUPPLEMENT NO: N/A

CHANGE ORDER NO: N/A W. O. NUMBER: N/A

TASK ORDER NO: N/A AMENDMENT NO: N/A

PROJECT SERVICE LOCATION: 3201 Electronics Way, West Palm Beach, FL,33407 BUILDING NO: 1227

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

CONTRACTOR: N/A

OTHER: N/A

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

Professional services shall include architectural and engineering design, construction document preparation, bidding, and construction administration phase services necessary for the replacement of an existing two-bay bus wash system. The scope entails site work, building enclosure design, and industrial wash equipment design, along with associated structural, mechanical, plumbing, and electrical modifications, including an anticipated electrical service upgrade. Additionally, services include geotechnical soil borings and reporting to support the design and permitting of the new facility.

| | |
|---|---|
| CONSTRUCTION | $0.00 |
| PROFESSIONAL SERVICES | $314,978.67 |
| STAFF COST* | $0.00 |
| EQUIPMENT/SUPPLIES | $0.00 |
| ADVERTISEMENT/PERMIT FEES | $0.00 |
| CONTINGENCY | $0.00 |
| TOTAL | $314,978.67 |

** 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$ ) ☐ Infrastructure Sales Tax (Amount$ )

☐ State (Source/Type: Amount$ ) ☒ Federal (Source/Type FTA Amount$ 314,978.67

☐ Grant (Source/Type: Amount$ ) ☐ Impact Fees: (Amount$ )

☐ Other (Source/Type: Amount$ )

Department: Palm Tran

BAS APPROVED BY: [signature] DATE: 7/28/26

ENCUMBRANCE NUMBER:

AM/Palm T/jcm

Rev. 12/03/25

# PALM TRAN PURCHASE REQUISITION

P.R. # 12249

*Please use ballpoint pen & press to read all copies*

**Division** Support Services **Requester (print)** Thomas Galassi **Date** 7/27/26

☐ New Solicitation ☐ Rush ☐ Exempt ☐ Emergency ☐ Confirming Order

| Qty *(How many?)* | Unit *(Each, dozen, case, etc.)* | SKU# or Item# | Description: *(Specifications, size, weight, color, model, etc.)* Attach copy of specs or descriptive literature. | Estimated Cost Per Unit | Estimated Cost Total | Final Cost *(Procurement Use)* |
|---|---|---|---|---|---|---|
| 1 | EA | | Professional services | $314,978.67 | $314,978.67 | |
| | EA | | Palm Tran North - Bus Wash System and Canopy Replacement | | $0.00 | |
| | EA | | P-2026-000085 | | $0.00 | |
| | | | | **TOTAL** | $314,978.67 | |

**Description or Special Instructions:** Please see attached BAS

**Need By Date:** 7/31/26

**Delivery Location:** Palm Tran North County Facility **Contact Person:** Thomas Galassi **Phone #:** 561-253-4507

**Suggested Vendor(s):** Williamson Dacar & Associates dba Williamson Design Associates

**Budget Account:** 1341-542-5559-6506 No Program code needed **Available Object:** 388,352 **Appropriation:** 388,352

**Executive Director ($50,000 or more)** Fredlyne Johnson *Print*
Attach executive summary memo
Signature Fredlyne Johnson Date 7/27/26

**IT Manager (Technology)** _____ *Print*
Signature _____ Date _____

**Section Mgr** Thomas Galassi *Print*
Signature Thomas Galassi Date 7/27/26

**Division Director** Darryl Ramkissoon *Print*
Signature Darryl Ramkissoon Date 7/27/26

**Fiscal Mgr** Barbara Hiller *Print*
Signature [signature] Date 7/28/26

| ADMINISTRATIVE SERVICES | MASTER AGREEMENT # | VENDOR CODE |
|---|---|---|
| DPO#/CPO#/SPO# | CRQS#/CRQM# | PROCUREMENT REP: *Print and Sign* |
| DO#/KDO# | RECEIVED IN FINANCE 7/27/2026 CS | PROCUREMENT MANAGER: *Print and Sign* |

Original: Procurement Pink: Finance

Revised: 1/2025
G:\MARKETING\Finance 2021

# ATTACHMENT #3

**CONSULTANT SERVICES AUTHORIZATION NO. 15**

**WILLIAMSON DACAR ASSOCIATES, INC. d/b/a WILLIAMSON DESIGN ASSOCIATES**
***(Continuing Architectural Consultant – Federal)***

**PALM TRAN NORTH - BUS WASH SYSTEM AND CANOPY REPLACEMENT**
**PROJECT NO. P-2026-000085**
**DISTRICT NO. 7**

**THIS CONSULTANT SERVICE AUTHORIZATION (CSA) NO. 15** 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. **CONSULTANT: 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 architectural, civil, structural, industrial equipment, plumbing, and electrical engineering design, construction document preparation, bidding, and construction administration phase services necessary for the replacement of an existing two-bay bus wash system, as detailed on the attached revised proposal dated June 25, 2026. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.

5. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be: **Lump Sum charge of $314,978.67.**

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

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

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

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

*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".**

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

*Project No.: P-2026-000085*
*Project Name: Palm Tran North - Bus Wash and Canopy Replacement*

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

ATTEST:
Yvette Drucker
Clerk of the Circuit Court & Comptroller

By: _____
Clerk of the Circuit Court & Comptroller

APPROVED AS TO
LEGAL SUFFICIENCY:

By: _____
Chief Assistant County Attorney

WITNESS for CONSULTANT'S
SIGNATURE:

Carrie C Deel
Signature

Carrie C Deel
Name (type or print)

PALM BEACH COUNTY, FLORIDA,
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS
(BCC)

By: _____
Mayor, Palm Beach County

APPROVED AS TO TERMS
AND CONDITIONS:

By: Jennifer Ferriol
Jennifer Ferriol, Director - FD&O

CONSULTANT:
**WILLIAMSON DACAR ASSOCIATES, INC. d/b/a WILLIAMSON DESIGN ASSOCIATES**

Ted Williamson
Signature

Ted Williamson
Name (type or print)

President
Title

(Corporate Seal)

SUNBIZ.org Division of CORPORATIONS
an official State of Florida website



# Detail by Entity Name

Florida Profit Corporation
WILLIAMSON DACAR ASSOCIATES INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P94000015298 |
| **FEI/EIN Number** | 59-3231388 |
| **Date Filed** | 02/22/1994 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

2605 Enterprise Rd. E.,
SUITE 200
Clearwater, FL 33759

Changed: 02/14/2023

**Mailing Address**

2605 Enterprise Rd. E.
SUITE 200
Clearwater, FL 33759

Changed: 02/06/2024

**Registered Agent Name & Address**

WILLIAMSON, THEODORE J
1608 HUNTINGTON PL
SAFETY HARBOR, FL 34695-3155

Address Changed: 02/12/2003

**Officer/Director Detail**

**Name & Address**

Title President, Director

WILLIAMSON, THEODORE J
1608 HUNTINGTON PL
SAFETY HARBOR, FL 34695

Title VP

WILLIAMSON, THEODORE A
3549 Ridge Blvd.
Palm Harbor, FL 34684

Title Treasurer

WILLIAMSON, THEODORE J
1608 HUNTINGTON PL
SAFETY HARBOR, FL 34695

Title Secretary

Sumner-Wells, Jessica
332 NE Spanish Court
Boca Raton, FL 33432

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2024 | 02/06/2024 |
| 2025 | 02/06/2025 |
| 2026 | 02/03/2026 |

| | |
|---|---|
| 02/03/2026 -- ANNUAL REPORT | View image in PDF format |
| 02/06/2025 -- ANNUAL REPORT | View image in PDF format |
| 02/06/2024 -- ANNUAL REPORT | View image in PDF format |
| 02/14/2023 -- ANNUAL REPORT | View image in PDF format |
| 02/17/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/25/2021 -- ANNUAL REPORT | View image in PDF format |
| 02/03/2020 -- ANNUAL REPORT | View image in PDF format |
| 10/14/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 10/01/2019 -- Off/Dir Resignation | View image in PDF format |
| 01/14/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/28/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/15/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/11/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/01/2011 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2010 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/15/2008 -- ANNUAL REPORT | View image in PDF format |
| 01/04/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/17/2005 -- ANNUAL REPORT | View image in PDF format |

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|---|---|
| 02/23/2004 -- ANNUAL REPORT | View image in PDF format |
| 02/12/2003 -- ANNUAL REPORT | View image in PDF format |
| 03/25/2002 -- ANNUAL REPORT | View image in PDF format |
| 03/30/2001 -- ANNUAL REPORT | View image in PDF format |
| 03/28/2000 -- ANNUAL REPORT | View image in PDF format |
| 03/04/1999 -- ANNUAL REPORT | View image in PDF format |
| 02/03/1998 -- ANNUAL REPORT | View image in PDF format |
| 03/10/1997 -- ANNUAL REPORT | View image in PDF format |
| 03/11/1996 -- ANNUAL REPORT | View image in PDF format |
| 04/24/1995 -- ANNUAL REPORT | View image in PDF format |

**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 (33) dated April 25, 2025:
https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-33-april-25
Circular 4220.1G Third Party Contracting Guidance:
https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance
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 the 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. 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

## ATTACHMENT "A"
## SPECIAL CONTRACT PROVISIONS

directly pertinent to this solicitation and resulting contract, including such records and information the CONTRACTOR may regard as confidential or proprietary. (MA Section 9)

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.

6. 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.

7. Termination for Convenience or Default. If this solicitation is exceeding $10,000 (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.

7a. 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.

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

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

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, 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, including any amendments thereto 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,
   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, 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.

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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, including any amendments thereto. 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;
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, including any amendments thereto. 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. **The DBE Program also facilitates competition by Small Business Enterprises (SBEs).**

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 or Small Businesses participation that contributes toward the achievement of the overall DBE/SBE 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

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**OR**

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

(b) (XX) **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 CONTRACTOR agrees to take all necessary affirmative steps to assure that DBE and/or Small Businesses are used when possible. The CONTRACTOR also agrees that each subcontractor will facilitate participation by DBE and/or small businesses 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 1B Schedule of DBE/SBE 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.

(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/SBE participation, which should contain a record of payments made to its DBE/SBE subcontractors during the current billing period. CONTRACTOR shall utilize the form attached as **Exhibit 1-C DBE/SBE Utilization Report**. Reports should be submitted with each pay application.

(g) CONTRACTOR agrees to submit a Final DBE/SBE Participation Report containing the total amount paid to its DBE/SBE 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 1-D - Final DBE/SBE Utilization Report**.

(h) CONTRACTOR shall certify to COUNTY, the amounts paid to each DBE/SBE 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/SBEs. One of the main purposes of these provisions is to make sure that DBEs/SBEs actually perform work committed to them at contract award.

(i) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs/SBEs 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/SBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a DBE/SBE 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/SBE of its intent to

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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/SBE 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/SBE firm from the team, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of DBE/SBE subcontractors will only be approved on a case-by-case basis provided that reasons cited are properly justified. When a DBE/SBE subcontractor is terminated or fails to complete its work, CONTRACTOR must make good faith efforts to find another DBE/SBE subcontractor to substitute for the original DBE/SBE, 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/SBE - 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/SBE 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.

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

(d) The Contractor agrees to make available upon request a copy of all DBE/SBE subcontracts at all tiers. Palm Tran's DBE Liaison will request these copies within 90 days from the Contract award, in accordance with 49 CFR 26.53 (j).

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.

Palm Tran's DBE Liaison: Malorie Lassalle, DBE Grants Coordinator Tel: 561 276-1261 MLassalle@pbcgov.org

10. 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.

11. Government-wide Debarment and Suspension. **(Exhibit 2)** 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)

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"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 2). 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.gov).

12. 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.

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.

13. Lobbying. CONTRACTORS who apply or bid for an award exceeding $100,000 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 4**. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

14. Clean Air. The Clean Air requirements apply to all contracts exceeding $150,000, 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 $150,000 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.

15. Clean Water. If this solicitation is exceeding $150,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 – 1388). The CONTRACTOR agrees to report each violation to the County and agrees that the County will, in turn, report each violation as

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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.

16. Seismic Safety. If this solicitation pertains to the construction of new buildings or additions to existing buildings, the CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required. The CONTRACTOR also agrees to ensure that all work performed under the contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

17. 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.

18. 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.

19. 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 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

20. 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
d) 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 he 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.

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21. 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.

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.

22. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. The COUNTY is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The CONTRACTOR shall complete **Exhibit 5** to complete the required representation.

23. 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

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(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 6).**

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

24. 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.

This contract or purchase/task 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 FTA Master Grant Agreement, as amended. Therefore, all activities related to this project are subject to the conditions detailed above.

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: 851 Broken Sound Parkway, Suite 133

CITY/ STATE/ ZIP CODE: Boca Raton, FL 33487

SIGNATURE: [signature]

TYPE NAME: Teddy A. Williamson DATE: 8/24/26

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 – 1A-1B-**DBE/SBE FORMS and **1E** if Applicable

**EXHIBIT 2** CERTIFICATION REGARDING DEBARMENT AND SUSPENSION IF CONTRACT IS EXPECTED TO EQUAL OR EXCEED $25,000

**EXHIBIT 3** BUY AMERICA CERTIFICATION----Not Applicable

# ATTACHMENT "A"
## SPECIAL CONTRACT PROVISIONS

**EXHIBIT 4** RESTRICTIONS ON LOBBYING CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF $100,000

**EXHIBIT 5**
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

**EXHIBIT 6** FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DISCLOSURE

**EXHIBIT 7** LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS -- Not Applicable

**EXHIBIT 8** WAGE DETERMINATION ACCEPTANCE-----Not Applicable

**EXHIBIT 9** WAGE DETERMINATION ----Not Applicable

**EXHIBIT 10** OPTIONAL FORM **WH-347**----Not Applicable

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 1**
**DISADVANTAGED/SMALL BUSINESS ENTERPRISE (DBE/SBE) UTILIZATION**

This contract does not have a mandatory DBE/SBE Goal, however:

_____ The bidder/CONTRACTOR is committed to a minimum of ____ % DBE/SBE utilization on this contract. **EXHIBIT 1-B details the level of participation.**

__X__ The bidder/CONTRACTOR will not have DBE/SBE utilization on this contract.

**___ The bidder/CONTRACTOR is a Certified DBE/SBE**

Name of bidder/CONTRACTOR's firm: Williamson Dacar Associates, Inc. dba Williamson Design Associates

By _____ (Signature)

Vice President (Title)

Teddy A. Williamson
Print Name

Contact Information

Telephone#: 727.725.0951

Email Address: teddyw@wdastudio.com

*To be completed for each DBE/SBE expected to participate in this project*

N/A



## ATTACHMENT "A"
## SPECIAL CONTRACT PROVISIONS

### EXHIBIT 1-A
### LETTER OF INTENT
### To Utilize a Disadvantaged/Small Business Enterprise (DBE/SBE) Subcontractor/Subconsultant

From: _____
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description:
_____

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: _____
(Proposed DBE/SBE Subcontractor/Subconsultant) **(Attach copy of DBE/SBE certification)**

Expiration of DBE/SBE Certification: _____ (Attach copy of DBE/SBE certification)

Projected Work Assignment: Enter description of work assignment
_____

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount **or** Percentage %) _____

_____ _____
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____ _____
(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 of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____ 20___.

_____ _____
(Notary's Signature) (Notary Seal)

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

# ATTACHMENT "A"
## SPECIAL CONTRACT PROVISIONS

### EXHIBIT 1-B Schedule of DBE/SBE Participation

| | |
|---|---|
| **BID/RLI #:** | **Contract Amount (Prime CONTRACTOR Total BID/RFP Submittal)** $ |
| **PROJECT NAME:** | |
| **PRIME CONTRACTOR:** | **Contact TELEPHONE #:** |
| **CONTACT PERSON:** | **Contact Email Address:** |

| DBE / SBE SubCONTRACTOR | Expiration of Certification | DBE/SBE Contact | Phone | Type of Work To Be Performed | $ | Estimated Sub-Contract Amount |
|---|---|---|---|---|---|---|
| | | | | | $ | |
| | | | | | $ | |
| | | | | | $ | |
| | | | | | $ | |
| | | | | **Total Estimated Dollar ($) DBE / SBE Participation** | $ | |
| | | | | **DBE/SBE SubCONTRACTOR Participation Percentage** *(Total estimated amount allocated to DBEs/SBEs divided by Total Prime CONTRACTOR Contract Amount)* | % | |

N/A

*The listing of a DBE/SBE shall constitute a representation by the bidder/responder to Palm Beach County that such DBE/SBE 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* | *Title* | *Date* |
|---|---|---|
| | | |

***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**

N/A

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 1-C**
**DBE/SBE 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 (mlassalle@pbcgov.org)*

| DBE/SBE 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**

| *Signature* | *Title* | *Date* |
|---|---|---|
| | | |

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

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

N/A

**EXHIBIT 1-D**
**FINAL DBE/SBE 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/SBE subCONTRACTORS must be reported on this form.

| DBE/SBE 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**

| *Signature* | *Title* | *Date* |
|---|---|---|
| | | |

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

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

## EXHIBIT 1-E
## DBE/SBE Unavailability Report – Good Faith Efforts

A BIDDER that submits an Unavailability Report, (Exhibit 1-E Sample), in which they state they are unable to meet the DBE/SBE 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/SBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE/SBE participation.
- Timely advertisement in general circulation media, trade association publications, and media concerning subcontracting opportunities.
- Timely notification of small business or CONTRACTOR groups and associations of solicitation for specific sub-bids. Proof of written solicitations to DBE/SBE 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/SBE in order to increase the likelihood of achieving the stated goal.
- Records of providing interested DBEs/SBEs with adequate information about the plans, specifications, scope of work and requirements of the contract.
- Records of discussions with interested DBEs/SBEs about the required capabilities of the project and performing a thorough investigation of the DBEs/SBEs qualifications to determine inherent competencies.
- Efforts to provide DBEs/SBEs 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/SBE participation. The report shall include the following:

  – A detailed statement of the timely efforts made to negotiate with DBEs/SBEs including, at a minimum, the names, addresses and telephone numbers of DBEs/SBEs who were invited to bid or otherwise contacted.

  – A description of the information provided to DBE/SBE 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/SBE, 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/SBE in order to increase the likelihood of achieving the stated goal.

  – A list of each DBE/SBE 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/SBE and the result.

**Samples:**

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

METHODS USED TO SOLICIT DBE/SBE PARTICIPATION FOR THIS PROJECT:

-Fax-Email (identifying each DBE/SBE 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/SBE 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 1-E**

# SAMPLE

## DBE/SBE 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/SBEs listed below and that said DBEs/SBEs 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/SBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE/SBE CONTRACTORs were invited to bid subcontract work, but were not available to work.
   (Provide copy of the invitation, dates, List of DBEs/SBEs, address, and responses.)

2. The following DBE/SBE CONTRACTORs were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs/SBEs, address)

3. The following DBE/SBE 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/SBE 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 1E: DBE/SBE Unavailability Report – Good Faith Efforts*

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

Signature:

_____

Title: _____

Date: _____

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 2**
**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 is:

(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.

The CONTRACTOR shall comply by conducting its own each search on the Excluded Parties List in the System for Award Management (**SAM.gov**). Exclusion records apply to prime contractors and their **subsequent subcontractors** through all tiers, for contracts expected to equal or exceed $25,000. Please print all applicable subcontractor's search record(s) and submit with your bid.

Any party listed as excluded CAN NOT participate in this contract.

8/24/26
**(Date)**

**(Signature)**

Teddy A. Williamson
**(Print Name)**

Vice President
**(Title)**

Williamson Dacar Associates, Inc. dba Williamson Design Associates
**(Company)**

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

## EXHIBIT 3
## BUY AMERICA CERTIFICATION – Not Applicable –

**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 CONTRACTOR 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 CONTRACTOR 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 4
## 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.

8/24/26
(Date)

(Signature)

Teddy A. Williamson
(Print Name)

Vice 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 5

## REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The CONTRACTOR shall not complete the representation in this provision if the CONTRACTOR has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services- Representation, or in paragraph (v) of the provision at 52.212-3, CONTRACTOR Representations and Certifications- Commercial Items.

(a) *Definitions.* As used in this provision—
"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The CONTRACTOR shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The CONTRACTOR **represents that it ☐ will, ☒ will not provide covered telecommunications equipment or services** to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the **CONTRACTOR has represented** in paragraph (d) of this provision that it **"will" provide covered telecommunications equipment or services"**, the **CONTRACTOR shall provide the following information as part of the offer**—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

8/24/26
(Date)

(Signature)

Teddy A. Williamson
(Print Name)

Vice President
(Title)

Williamson Dacar Associates, Inc. dba Williamson Design Associates
(Company)

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

## EXHIBIT 6
## 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.

8/24/26
(Date)

(Signature)

Teddy A. Williamson
(Print Name)

Vice President
(Title)

Williamson Dacar Associates, Inc. dba Williamson Design Associates
(Company)

Williamson Design Associates

June 25, 2026

Ms. Alisua Masmela, Project Manager
Capital Improvements Division
2633 Vista Parkway W.P.B. FL. 33411
T: 561-233-0287; 351-210-1307
Email: AMasmela@pbcgov.org

Re: Professional Engineering Services
Bus Wash Replacement
Palm Tran North Facility
3201 Electronics Way, West Palm Beach, Fl. 33407

Dear Alisua:

Williamson Design Associates is pleased to submit our proposal for the architectural and engineering design services for the replacement of the bus wash system at the Palm Tran North Facility. The general scope of work will consist of the replacement of the existing two-bay bus wash of approximately 4,500 S.F. in size and the addition of two single-user ADA toilets adjacent to the bus stop. The bus wash structure will be located in the same area as the existing structure. Our work will entail the development of construction documents for the related site work, bus wash systems design, building enclosure design and mechanical, plumbing and electrical design.

In development of this project, we will be working with HDR for development of the bus wash equipment design, Engenuity Group for the civil design and JLRD for the MEP design.

Our scope of work in development of the design and construction documents will include:

- Architectural and engineering design for the new bus wash and site improvements.
- Development of documents indicating all architectural, wash systems, life safety, structural, mechanical, plumbing, electrical, and civil design.
- Soil borings and a geotechnical recommendation for foundation design.
- Specifications for all outlined disciplines and their related scope of work will be provided.
- Organize, schedule, and attend meetings that are necessary through the design phase and the development of the documents. Our design fee is based on project meetings on a bi-weekly basis during the design and construction phase.
- Assist and coordinate information during the bidding process and respond to questions and submit addendum notices as needed.

- During construction phase, attend scheduled Owner/DB/Architect meetings to review the progress of the construction, prepare and submit ASIs (Architectural Supplemental Instructions), provide field observation reports, review shop drawing data (two reviews of each shop drawing are included—additional reviews would be additional services) and product data and RFIs (Request for Information). Our fee is based on bi-weekly site meetings during construction for a (10) ten-month construction schedule duration. Site visits beyond this will be additional services.

- Attend one walkthrough for determination of "Substantial Completion". Provide one Final completion walkthrough to review "punch list" items. Attend a warranty walkthrough with Palm Beach County 11 months after substantial completion.

Our fee for the site and building design is as outlined below.

**Architectural Building Design Services**

| | |
|---|---|
| Schematic Design | $ 15,009.30 |
| Design Development | $ 16,527.63 |
| Construction Documents | $ 35,453.74 |
| Bidding | $ 2,711.96 |
| Construction Administration | $ 30,523.54 |
| **Total Building Design Fee** | **$100,226.17** |

**Structural Building Design Services**

| | |
|---|---|
| Schematic Design | $ 9,913.40 |
| Design Development | $ 9,913.40 |
| Construction Documents | $ 9,913.42 |
| Construction Administration | $ 7,435.06 |
| **Total Structural Design Fee** | **$ 37,175.28** |

**Mechanical, Electrical, Plumbing Building Design Services**

| | |
|---|---|
| Schematic Design | $ 9,641.75 |
| Design Development | $ 9.641.75 |
| Construction Documents | $ 9,641.75 |
| Construction Administration | $ 7,231.31 |
| **Total MEP Building Design Fee** | **$ 36,156.56** |

**Site Civil Engineering Design Services**

| | |
|---|---|
| Civil Construction Documents | $ 15,294.06 |
| Construction Administration | $ 3,831.60 |
| **Total Site Civil Engineering Design Fee** | **$ 19,125.66** |

MM

**Equipment/Industrial Design (HDR):**

| | |
|---|---|
| Project Management | $ 9,755.00 |
| Concept Design | $ 16,280.00 |
| Design Development | $ 34,800.00 |
| Construction Documents | $ 35,200.00 |
| Bidding | $ 1,765.00 |
| Construction Administration | $ 12,200.00 |
| Expenses | $ 3,000.00 |
| **Total Equipment/Industrial Design Fee** | **$113,000.00** |

**Geotechnical Engineering**

| | |
|---|---|
| Soil Borings | $ 7,295.00 |
| **Total Geotechnical Fee** | **$ 7,295.00** |

| | |
|---|---|
| **Expenses** | **$ 2,000.00** |
| **Total FEE:** | **$314,978.67** |

Our schedule to complete the work is as follows:

| | |
|---|---|
| Schematic Design | 4 weeks |
| Design Development Documents | 8 weeks |
| 100% Construction Documents | 6 weeks |

If the scope of work changes, we would complete the work on an hourly basis or submit a lump sum fee proposal. Revisions to the design and drawings, after they have been completed, will be billed based on our hourly rates or a lump sum fee as follows:

| | |
|---|---|
| Principal Architects/Engineers | $257.49 |
| Senior Architect/Engineer | $205.99 |
| Senior Project Manager 1 | $128.76 |
| Senior CADD Operator | $ 99.09 |
| Clerical Support Staff, Administration | $ 76.35 |

Williamson Design Associates has enjoyed our working relationship with Palm Beach County and looks forward to this project. Should you have any questions, please give me a call.

Cordially,

Ted Williamson, AIA, PE, LEED AP

Attachment: Fee Proposal
HDR Proposal dated 1/22/26 data add 6/4/26
JLRD proposal dated 11/10/25 Rev. 2 6/25/26
Engenuity proposal dated 11/4/25
TSF Geo proposal dated 1/15/26

# WILLIAMSON DESIGN ASSOCIATES

PROPOSAL FOR ARCHITECTURAL SERVICES

June 26, 2026
DATE

Palm Tran Bus Wash Replacement
FACILITY/PROJECT

14,519.22

| | | HOURS | | | | | |
|---|---|---|---|---|---|---|---|
| | | PRINCIPAL | SENIOR ARCHITECT/ ENGINEER | SR.PROJECT MAANGER 1 | SR. CADD OPERATOR | CLERICAL/ ADMIN. SUPPORT | GRAND TOTALS |
| **Hourly Rates:** | | **$257.49** | **$205.99** | **$128.76** | **$99.09** | **$76.35** | |
| 1 | Schematic Design | 6 | 24 | 20 | 60 | | |
| 2 | Design Development | 6 | 12 | 20 | 80 | | |
| 3 | Review Meeting | 3 | 6 | | | | |
| 4 | Construction Documents | 8 | 48 | 40 | 80 | | |
| 5 | Design Review Meetings | 3 | 3 | | | | |
| 6 | Specifications | 2 | 12 | | | 16 | |
| 7 | Structural Design | 8 | 40 | 60 | 120 | | |
| 8 | Final Design Review | 3 | 3 | | | | |
| 9 | Permit Drawings | 4 | 4 | | 16 | | |
| | | | | | | | |
| C | Civil Engineering | | | | | | $15,294.06 |
| C | TSF Geo | | | | | | $7,295.00 |
| C | JLRD MEP | | | | | | $28,925.25 |
| C | HDR Consulting | | | | | | $96,035.00 |
| | TOTAL HOURS A (Items 1-9) | 43 | 152 | 140 | 356 | 16 | 707 |
| | SUBTOTAL A (Hours x Rate) | $11,072 | $31,310 | $18,026 | $35,276 | $1,222 | $96,906.59 |
| 10 | Bidding | 2 | 8 | | 4 | 2 | |
| 11 | Pre-Construction Meetings | 2 | 6 | | | | |
| 12 | Shop Drawing Review | 2 | 20 | 40 | | 6 | |
| 13 | Construction Meetings | 6 | 20 | 60 | | 6 | |
| 14 | Substantial Completion | 2 | 6 | | | 2 | |
| 15 | Final Completion | | 6 | | | 2 | |
| 16 | Pay Application Review | | 6 | | | 2 | |
| 17 | Structural Design | 2 | 32 | | | 2 | |
| C | JLRD MEP | | | | | | $7,231.31 |
| C | Civil Engineering | | | | | | $3,831.60 |
| C | HDR Consulting | | | | | | $16,965.00 |
| | TOTAL HOURS B (Items 10-17) | 16 | 104 | 100 | 4 | 22 | 246 |
| | SUBTOTAL B (Hours x Rate) | $4,120 | $21,423 | $12,876 | $396 | $1,680 | $40,494.86 |
| | ESTIMATED EXPENSES | | | | | | $2,000.00 |
| | TOTAL (A+B+C Subtotals + Printing) | | | | | | $314,978.67 |

AM

JOHNSON, LEVINSON,
RAGAN, DAVILA, INC.
CONSULTING ENGINEERS
1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 • (561) 689-2302 Fax
www.jlrdinc.com

# PROPOSAL

**TO:** Peter Thomson

**FIRM:** WDA

**PROJECT:** Palm Tran North Bus Wash Equip Repl.

**RE:** Engineering Services – E & P

**FROM:** Charles Gableman, P.E.

**DATE:** November 10, 2025;
Rev. 1 June 8, 2026;
Rev. 2 June 19, 2026

Peter,

Our fee for providing Electrical and Plumbing engineering design services on the above referenced project will be **$36,156.56 for Design and Construction Administration**. The scope as we understand it is based upon the email from your office dated 11-4-2025 and your emails with attachments and would include the following:

**Scope 1:**

The existing two, open air, bus wash bays equipment has reached the end if its useful life and requires in-kind replacement. Electrical and plumbing system infrastructure upgrades to be limited to accommodate the proposed construction. The following is a general scope of work:

- General –
  - Replace the existing bus wash equipment (design, specifications, and cutsheets to be provided to JLRD by a specialty vendor).
  - Add two ADA restrooms to the existing bus wash building.
- Mechanical –
  - Provide ventilation and/or AC to the proposed two restrooms.
- Electrical – It is anticipated the existing service entrance equipment, feeders, and panelboards are existing to remain and will not require replacement or upgrade as the building square footage remains the same.
  - Renovated Areas:
    - Demolish the existing equipment branch circuits as required.
    - Based on recent experience with the Belle Glade bus wash equipment upgrade earlier this year, the power for the bus wash equipment required 3 times more power than the existing system. As such, the electrical service is anticipated to be upgraded.

        - Replace / Upgrade the existing panelboards to feed the proposed bus wash equipment.
        - Electrical lighting to be replaced with interior type LED fixtures per specialty vendor's drawings.
        - Bus wash equipment will be designed and specified by a specialty consultant. JLRD shall support power and conduit infrastructure as directed via rough-in drawings by the specialty consultant.
        - Restrooms – lighting, convenience receptacles, fire alarm, and power to mechanical / plumbing equipment.
- Plumbing – It is anticipated the existing water and sanitary services to the bus wash area are to remain and will not require replacement or upgrade as the building square footage remains the same.
        - Bus wash equipment will be designed and specified by a specialty consultant. JLRD shall support water and sanitary infrastructure as directed via rough-in drawings by the specialty consultant.
        - Restrooms – provide plumbing services to the lavatories, toilets, uninals, floor drawings and hose bibbs.
- Exclusions:
    - Fueling dispenser or system modifications or revisions.
    - Water and sewer services for the restrooms.

- Construction Administration (review shop drawings, answering RFIs, periodic site visits) and electronic recording in CAD format of the contractor's red-line as-built documents is included.

- Project specifications will be provided in book format.

- The above proposal is based upon receipt of existing as-built drawings. If as-built drawings are not available or cannot be provided, the engineer may require the owner to provide selective demolition of concealed conditions for coordination of tying new work to existing infrastructure. The engineer shall not be held accountable for unforeseen conditions.

Should we be retained to do the work, I would provide a copy of our standard agreement for a contract between our firms. If you have any questions, please call me.

Sincerely,

Charles C. Gableman, P.E., LEED AP
President
**JLRD, Inc.**

*Sent via Email*
*jcolome@colome-arch.net*

https://jlrdinc-my.sharepoint.com/personal/cgableman_jlrdinc_com/Documents/Documents/Proposals/PBC Federal Funding/WDA/WDA Palm Tran North Bus Wash Equip Replacement Rev 2'.doc

# Palm Beach County
# Palm Tran North - Bus Wash Equipment Replacement
# Design and CA-Rev 2

## LABOR BREAKDOWN

| *TASK* | *HOURS* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sr. ENGR | | PE | | ENGR | | Sr. DSN | | Designer | | CA | CAD | SEC |
| **BASIC DESIGN** | M | E | M | E | M | E | M | E | M | E | | | |
| ***General*** | | 3 | | | | | | | | | | | 3 |
| PRE-DESIGN AND 50% MTG | | | | | 4 | 4 | | | | | | | 2 |
| SITE SURVEY | | | | | | | 4 | 4 | | | | | |
| REVIEW EXIST DWGS | | | | | | | 1 | 1 | | | | | |
| COORDINATION WITH VENDORS | | | | | | 2 | 2 | | | | | | |
| LOAD ANALYSIS | | | | | | 4 | | | | | | | |
| VOLTAGE DROP CALCS | | | | | | | | | | | | | |
| GENERATOR CALCS | | | | | | | | | | | | | |
| UTILITY COORDINATION | | | | 4 | | | | | | | | | |
| | | | | | | | | | | | | | |
| ***Design*** | | | | | | | | | | | | | |
| DEMOLITION | | | | | 3 | 2 | | | 5 | 4 | | 16 | |
| | | | | | | | | | | | | | |
| PLBG DWGS | | | 9 | | 12 | | 20 | | | | | 40 | |
| | | | | | | | | | | | | | |
| ELECT DWGS | | | | 10 | | 24 | | 24 | | | | 54 | |
| | | | | | | | | | | | | | |
| MECH DWGS | | | 4 | | 8 | | 12 | | | | | 16 | |
| | | | | | | | | | | | | | |
| SERVICE UPGRADE | | | | 6 | | 14 | | | | | | 16 | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Specifications | | | | 2 | | 3 | | | | | | | 5 |
| Checking | 3 | 2 | | | | | | | | | | 4 | |
| Incorporate Comments | | | | | | 5 | 4 | | | | | 8 | 3 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| ***BASIC DESIGN SUBTOTAL (Sheet)*** | **3.0** | **5.0** | **13.0** | **22.0** | **27.0** | **58.0** | **43.0** | **29.0** | **5.0** | **4.0** | **0.0** | **###** | **13.0** |

# Palm Beach County
# Palm Tran North - Bus Wash Equipment Replacement
# Design and CA-Rev 2

## LABOR BREAKDOWN

| TASK | HOURS | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sr. ENGR | | PE | | ENGR | | Sr. DSN | | Designer | | CA | CAD | SEC |
| **BASIC DESIGN** | M | E | M | E | M | E | M | E | M | E | | | |
| | | | | | | | | | | | | | |
| ***Other Items:*** | | | | | | | | | | | | | |
| ***DMS Curve - Non Basic Services*** | | | | | | | | | | | | | |
| Measured Drwgs of Existing Services | | | | | | | 4 | 4 | | | | 4 | |
| LEED Consultation | | | | | | | | | | | | | |
| Life Cycle Costs | | | | | | | | | | | | | |
| Existing Site Utility Infrastr. Improvements | | | | | | | | | | | | | |
| Site Lighting Design w/ Cert. Letter | | | | | | | | | | | | | |
| Specialty Consultant/Services: | | | | | | | | | | | | | |
| - Voice/Data Comm | | | | | | | | | | | | | |
| - A/V systems | | | | | | | | | | | | | |
| - Que / Numbering System | | | | | | | | | | | | | |
| - Public Address | | | | | | | | | | | | | |
| - CCTV Camera | | | | | | | | | | | | | |
| - Access Control | | | | | | | | | | | | | |
| - Intrusion Detection | | | | | | | | | | | | | |
| - Secured Parking - Gates | | | | | | | | | | | | | |
| Cost Estimating | | | | | | | | | | | | | |
| Alternate Bids/Multiple Constr. Contract | | | | | | | | | | | | | |
| Record Drawings | | | | | | | 2 | 2 | | | | 6 | |
| Additional C/A Participation | | | | | | | | | | | | | |
| ***BASIC DESIGN SUBTOTAL*** | 3.0 | 5.0 | 13.0 | 22.0 | 27.0 | 58.0 | 49.0 | 35.0 | 5.0 | 4.0 | 0.0 | 164 | 13.0 |
| **CONSTRUCTION ADMIN** | | | | | | | | | | | | | |
| SHOP DRAWINGS | | | | | | 4 | 3 | | | | | | 3 |
| BIDDING / RFIS | | | | | | 4 | 3 | | | | | 5 | |
| FIELD OBSERVATIONS - 1 OBS | | | | | | | | | | | 4 | | 1 |
| FINAL | | | | | | | | | | | 4 | | 1 |
| ***SUBTOTALS*** | | | | | | | | | | | | | |
| LABOR BASIC DESIGN | 3 | 5 | 13 | 22 | 27 | 58 | 49 | 35 | 5 | 4 | 0 | 164 | 13 |
| LABOR CONSTRUCTION ADMIN | 0 | 0 | 0 | 0 | 0 | 8 | 6 | 0 | 0 | 0 | 8 | 5 | 5 |
| ***JLRD DIRECT LABOR*** | **3.0** | **5.0** | **13.0** | **22.0** | **27.0** | **66.0** | **55.0** | **35.0** | **5.0** | **4.0** | **8.0** | **169** | **18.0** |

# Palm Beach County
# Palm Tran North - Bus Wash Equipment Replacement
# Design and CA-Rev 2

## LABOR BREAKDOWN

| *TASK* | *HOURS* | | |
|---|---|---|---|
| **LABOR COST** | **HRS** | **RATE *** | **COST** |
| Sr. Mechanical Engineer (Principal) | 3.0 | $ 227.66 | $ 682.98 |
| Sr. Electrical Engineer (Principal) | 5.0 | $ 227.66 | $ 1,138.30 |
| Mechanical Engineer - PE | 13.0 | $ 138.80 | $ 1,804.40 |
| Electrical Engineer - PE | 22.0 | $ 138.80 | $ 3,053.60 |
| Mechanical Engineer | 27.0 | $ 72.35 | $ 1,953.45 |
| Electrical Engineer | 66.0 | $ 72.35 | $ 4,775.10 |
| Sr. Mechanical Designer | 55.0 | $ 108.69 | $ 5,977.95 |
| Sr. Electrical Designer | 35.0 | $ 108.69 | $ 3,804.15 |
| Mechanical Designer | 5.0 | $ 66.75 | $ 333.75 |
| Electrical Designer | 4.0 | $ 66.75 | $ 267.00 |
| Construction Administration | 8.0 | $ 125.41 | $ 1,003.28 |
| Cadd Draftsman | 169.0 | $ 55.30 | $ 9,345.70 |
| Secretarial | 18.0 | $ 76.05 | $ 1,368.90 |
| * Rate Schedule - 2021 PBC Federal Funded Projects | | | |
| ***JLRD LABOR COSTS*** | | | $35,508.56 |
| **SUBCONTRACT** | | | |

| **EXPENSES** | **Sheets** | **Copies** | **Submittals** | **$/ea.** | |
|---|---|---|---|---|---|
| Reproduction - Dwgs (24" x 36") | 10 | 8 | 3 | $ 1.10 | $ 264.00 |
| Reproduction - Specs (8.5" x 11") | 160 | 8 | 3 | $ 0.10 | $ 384.00 |

| ***SUMMARY*** | |
|---|---|
| ***JLRD DIRECT LABOR*** | $ 35,508.56 |
| ***SUBCONTRACT*** | $ - |
| ***EXPENSES*** | $ 648.00 |
| **TOTAL PROPOSAL** | $ 36,156.56 |

**HDR Architecture, Inc** Vendor : VC0000005181

**Palm Tran Bus Wash Replacement Scope of Work**

**January 22, 2026**

## Overview

HDR Architecture, Inc. (HDR) will assist Williamson Design Associates (WDA) in the planning and design of the Palm Tran Bus Wash Replacement Project (Project). The Project is planned for Palm Tran's (Owner) North facility located at 3201 Electronics Way, West Palm Beach, FL 33407.

Owner's current bus wash structure and equipment are no longer meeting their needs and will be replaced with modern, efficient assets, enabling Owner to wash their North Location fleet, daily.

HDR will provide planning, programming, industrial equipment design and cost estimating for the design of the new facility and will support WDA through the construction of the new facility.

Wash system is assumed to be drive-through style with undercarriage wash capabilities.

HDR has assumed a project duration not to exceed 4.5 months for our design scope of services and sixteen months for construction support.

## Task 1: Project Management

The project management task outlines the administrative and managerial efforts needed to successfully execute the project.

This task consists of the following activities:

- Project initiation.
- Monthly invoicing and progress reporting.
- Attend (virtual) project related meetings. HDR assumes one bi-weekly one-hour design team meeting and one monthly one-hour owner meeting.
- Monitor quality assurance / quality control (QA/QC) procedures.
- Monitor project schedule.

### Quality Assurance

- Review of deliverables to be performed by a qualified HDR resource not involved with the project design. Deliverables to be reviewed for quality and accuracy.

**DELIVERABLES:**

- Invoices / Monthly progress reports

**ASSUMPTIONS:**

- Total project duration is assumed to not exceed twenty-one months.

---

## Task 2: Conceptual Design (15%) (4-week duration)

HDR will initiate design, provide space needs programming and conceptual bus wash design. The execution of this task will generate wash system technical memo that will be coordinated and agreed upon by the Owner.

### Work Elements

* **Orientation Meeting, Data Collection, and Site Visit**

Develop programming questionnaires to be distributed to Owner Stakeholders and used during programming sessions with Owner staff.

Conduct a virtual, one-hour orientation/kick-off meeting for key Owner staff. Discuss programming questionnaires, discuss programming process, and address issues to support effective participation by key staff.

Review as-built drawings to gain an understanding of current infrastructure limitations and opportunities.

Assist mechanical, electrical, and plumbing engineering team with assessment of current infrastructure to evaluate re-use and identify potential shortcomings related to new wash equipment.

Conduct virtual programming interviews with key Palm Tran staff to stimulate dialogue relating to fleet growth projections and bus wash performance expectations. Duration is expected to be less than four hours.

Review requirements for wash support equipment including accessory washers, vehicle lifts, water re-use/reclamation, and controls.

* **Vehicle Wash System Analysis and Technical Memo**

Develop memo that illustrates bus wash operational procedures, recommended facility, equipment, and infrastructure upgrades and site circulation pattern recommendations. This will be supplemented with a Service Cycle Analysis to validate the wash bay quantity(ies) and service duration. A comparative analysis will be developed for up to two equipment options.

* **Team Meetings**

  Participate in bi-weekly team coordination meetings (one-hour, virtual)

  Participate in monthly Owner meetings (one-hour, virtual)

**Deliverables**

- Programming Questionnaires
- Vehicle Wash System Analysis and Technical Memo delivered electronically via PDF.

**Estimated Travel**

- None

---

## Task 3: Design Development (8-week duration)

Upon acceptance of and agreement to deliverables from previous task, HDR will advance the design to the Design Development level.

**Work Elements**

* **Equipment Coordination Guide (50%)**

  HDR will provide an equipment list to be consistent with equipment layouts, review comments, and wash requirements. Equipment list will include manufacturer's pricing.

  Update Cutsheets and Datasheets on maintenance and service equipment, as necessary.

Develop a discipline coordination matrix to provide coordination of HDR specified equipment requirements with architectural, structural, mechanical, electrical, and plumbing disciplines.

* **Equipment Layout Drawings**

Develop initial wash equipment layout drawings on Revit model provided by WDA, which provides an efficient and effective bus wash process. Layouts to include wash equipment and required supporting service equipment.

Develop initial one-line service equipment distribution layout drawings on Revit Model provided by WDA.

* **Coordination**

Coordinate operational and equipment related functional requirements for building systems and components including architectural, structural, mechanical, electrical, plumbing, and human engineering.

Review architectural/engineering design for functional response to program equipment requirements.

* **Cost Estimation**

HDR will provide an AACE Class 3 Estimate at the end of the Design Development Task.

Quantity take-offs and direct cost breakdown of plans and documents provided by WDA.

Definition of indirect costs (staffing, construction equipment, insurance, etc. Time-related elements will be based on a milestone schedule).

The OPCC estimate will incorporate a detailed assessment of engineering design, site productivity, labor wage rate, escalation, fee and other factors which influence the job costs. Installation hours will be based on performance assessments by trade, skill levels and estimated construction equipment usage. Majority of major components/commodity unit costs are based on informal or budget quotes (market/current pricing) but there may be areas where formal quotes are available (typically available for major equipment >$2M and many package bulks).

The cost estimate will be prepared using Sage Estimating Software. Both Summary and detailed reports will be provided.

Estimates will include material pricing and major owned equipment pricing backup as attachments to the estimate. Estimates utilize or reference the latest RS Means pricing as part of the estimate, however, the backup for bulk material pricing is only available upon request and is not a standard attachment to backup pricing.

* **Team Meetings**

  Participate in bi-weekly team coordination meetings (one-hour, virtual)

  Participate in bi-weekly Owner meetings (one-hour, virtual)

**Deliverables**

- Equipment Coordination Guide, including Equipment List, Equipment Cutsheets and Equipment Datasheets, and Design Details
- Preliminary Equipment Layout Drawings
  - General Notes
  - Overall Plan/Site Plan
  - Floor Plan
  - Signage and Striping Plan
  - Sections
  - Enlarged Plan
  - Details
  - Schedules
- Outline Technical Specifications
- General Notes
- AACE Class 3 Cost Estimate

**Estimated Travel**

- None

## Task 4: Construction Documents (100%) (6-week duration)

Upon acceptance of and agreement to deliverables from previous task, HDR will advance the design to the Construction Documents level.

**Work Elements**

- **Equipment Layout Drawings**
  Review layout drawings and equipment list with WDA

Refine wash equipment layout drawings.

Refine Discipline Coordination drawing(s) based on comments received from WDA.

- **Equipment Coordination Guide - Update 2**
  Update equipment list to be consistent with equipment layouts and facility design.

  Develop final cost estimate for equipment.

- **Signage and Striping Drawings**
  Prepare functional and safety signage, graphics, and striping drawings specifically in the Wash Building. HDR will coordinate with WDA on the signage locations and design of the signs.

  Determine the location and type of functional and safety sign required for each area based on the safety related issues relevant for that area.

  Develop drawings that indicate, using a detailed schedule and numbered designations on the drawings, both location and type of sign.

  Indicate the location of safety related floor striping. These areas designate walk areas through work zones and specific safety areas around equipment

  Indicate the location of functional related floor striping required to successfully position busses in the wash bay

  Provide details on type of striping paint, size of stripe, type, and other related details.

- **Equipment Specifications**
  Finalize specifications for approximately 3 maintenance and service equipment items.

- **Cost Estimation**
  HDR will provide an AACE Class 2 Estimate at the end of the Construction Documents Task.

  Quantity take-offs and direct cost breakdown.

  Definition of indirect costs (staffing, construction equipment, insurance, etc. Time-related elements will be based on a milestone schedule).

  The OPCC estimate will incorporate an assessment of engineering design, site productivity, labor wage rate, escalation, fee and other factors which influence the project cost. Installation hours will be based on performance assessments by trade, skill levels and estimated construction equipment usage. Major components/commodity unit costs are based on informal or budget quotes (market/current pricing). There may be areas where formal quotes are available (typically available for major equipment >$2M and many package bulks).

The final deliverable will include a narrative detailing the scope of work, methodology basis used to prepare the estimate including pricing basis, unit rate basis, schedule basis and indirect cost basis. The layout and content of the Basis of Estimate will be established and can be modified to suit BCR's requirements.

The cost estimate will be prepared using Timberline Estimating Software. Both Summary and detailed reports will be provided.

Estimates will include material pricing and major owned equipment pricing backup as attachments to the estimate as well as subcontractor quotes, shall also be included with the backup data. Estimates utilize HDR National Account Material pricing as part of the estimate, however, the backup for bulk material pricing is only available upon request and is not a standard attachment to backup pricing.

**Coordination**

Coordinate operational and equipment related functional requirements for building systems and components including architectural, structural, mechanical, electrical, plumbing, and human engineering.

Review architectural/engineering design for functional response to program equipment.

**Team Meetings**

Participate in bi-weekly team coordination meetings (one-hour, virtual)

Participate in bi-weekly Owner meetings (one-hour, virtual)

**Deliverables**

- Equipment Layout Drawings
  - General Notes
  - Overall Plan/Site Plan
  - Floor Plan
  - Signage and Striping Plan
  - Sections
  - Enlarged Plan
  - Details
  - Schedules
- Equipment Coordination Guide, including Equipment List, Equipment Cutsheets and Equipment Datasheets, and Design Details
- Technical Specifications

- AACE Class 2 Cost Estimate

**Estimated Travel**

- None

### Task 5: Bid Support

HDR will assist WDA with confirmation that the wash equipment is bid as specified.

**Deliverables**

- Written clarification of design and specification intent as necessary.

**Estimated Travel**

- None

### Task 6: Construction Administration Services

HDR will provide support to WDA during construction to confirm that the equipment is installed as specified.

**Construction Phase Visits**

- Participate (virtual) in the preconstruction meeting.
- Make up to one on-site review during construction to review progress relating to functional and equipment issues.

**Requests for Information**

- Assist in the review of functional equipment issues during construction. (Approximately 10 RFI)

**Shop Drawings**

- Review (up to 3) equipment shop drawings for conformance to the contract documents.

**Punch List**

- Make one on-site visit, upon substantial project completion, for development of final punch list.

**Record Drawings**

- Collect Contractor record as-builts of the significant changes on the work which deviates from that as shown on the drawings. HDR's drawings must be redlined directly, including

RFI's and change orders; shop drawings or other field drawings cannot be submitted as a substitute.

- Update the original electronic drawings and prepare a set of record drawings.
- Submit record drawings in electronic format to WDA.

**Deliverables**

- Observation report
- Written clarification of design and specification intent as necessary.
- Punch list based on equipment and functional issues identified during final walk-through of facilities.
- Record Drawings

**Estimated Travel**

- One day for one person during construction to review progress relating to functional and equipment issues.
- One person for one day, near completion of construction to conduct walk through of the wash facility.

- **Overview**

- Our cost proposal is based on this Scope of Services dated January 22, 2026. We are flexible regarding modifications to the Scope in order to address WDA specific requirements.

- HDR proposes a total lump sum fee of $110,000 for labor plus $3,000 (NTE) for reimbursable expenses to perform the proposed Scope of Services.

We sincerely appreciate the opportunity to earn your confidence in our team. We look forward to continuing our professional relationship with the proposal above. Please let us know if you have any questions.

Sincerely,

Drazen Ahmedic, AIA, CGC
Managing Principal/Vice President

**hdrinc.com** 4830 West Kennedy Blvd, Suite 400, *Architectural Services provided, No. AAC000457, Tampa, FL 33609-2548
(813) 282-2300

**FEE SCHEDULE**

| Personnel Classification | Rate (DL) | Billable Rates | |
|---|---|---|---|
| | | Current Year (2026) | 3% Escalation (1/1/27) |
| Managing Principal | $124.24 | $442.61 | $455.88 |
| Sr. Project Manager | $96.57 | $344.03 | $354.35 |
| Sr. Facility Designer | $65.76 | $234.27 | $241.30 |
| Facility Designer | $42.68 | $152.05 | $156.61 |
| EQ QC | $102.66 | $365.73 | $376.70 |
| Project Support | $29.92 | $106.59 | $109.79 |
| Project accountant | $60.70 | $216.24 | $222.73 |
| Q/QS Seal | $82.16 | $292.70 | $301.48 |
| Cost Estimating | $92.32 | $328.89 | $338.76 |

**LABOR BREAKDOWN**

| Personnel Classification | Hours | Bill Rate | Labor Cost |
|---|---|---|---|
| Managing Principal | 6.0 | $442.61 | $2,655.63 |
| Project Manager | 30.0 | $344.03 | $10,320.92 |
| Sr. Facility Designer | 70.0 | $234.27 | $16,060.08 |
| Facility Designer | 268.0 | $152.05 | $40,748.73 |
| EQ QC | 24.0 | $365.73 | $8,777.43 |
| Project Support | 70.0 | $106.59 | $7,461.30 |
| Project accountant | 24.0 | $216.24 | $5,189.85 |
| Q/QS Seal | 8.0 | $292.70 | $2,341.56 |
| Cost Estimating | 50.0 | $328.89 | $16,444.50 |
| **Total Labor** | **550** | - | **$110,000.00** |
| Total Expenses | - | - | $3,000.00 |
| **Total Fee** | - | - | **$113,000.00** |

**Budget Proposal Spreadsheet**
**Williamson Design Associates**
**Palm Tran Bus wash Replacement**

| Name of Staff Performing Under Title | Managing Principal D. Ahmedic | Sr PM E. Kane | Sr Facility Designer A. Roy | Facility Designer Strickland | EQ QC S. Colominas | Project Support J. Thomas | Project Accountant L. Currin | Q/QS Seal J. Green | Cost Estimating Kirk Alloway | HDR Labor Total | Expenses | Subconsultant |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Contract Billing Rate** | $ 442.61 | $ 344.03 | $ 234.27 | $ 152.05 | $ 365.73 | $ 106.59 | $ 216.24 | $ 292.70 | $ 328.89 | | | |
| Task 1 - Project Management | | | | | | | | | | | | |
| Project Initiation | 1 | 4 | | | | 4 | | | | 2,245.09 | | |
| Monthly Invoicing/Maintenance | | 4 | | | | | 22 | | | 8,133.49 | | |
| QA/QC | | 4 | | | | | | | | 1,376.12 | | |
| Task 2 - 15% Conceptual Design (4 Week Duration) | | | | | | | | | | | | |
| Orientation Meeting | | | 2 | 8 | | | | | | 1,684.92 | | |
| Data Collection | | | 2 | 8 | | | | | | 1,684.92 | | |
| Technical Memo | | | 2 | 12 | | 12 | | | | 3,572.19 | | |
| Meetings | 1 | 2 | 2 | 8 | | 2 | 2 | | | 3,461.25 | | |
| QC | | 2 | 2 | 8 | 8 | | | 2 | | 5,884.18 | | |
| Task 3 - 50% Design Development(8 Week Duration) | | | | | | | | | | | | |
| Equipment Coorination Guide | | | 2 | 18 | | 8 | | | | 4,058.12 | | |
| Equipment Layout Drawings | | | 8 | 22 | | | | | | 5,219.21 | | |
| Technical Specifications | | | 2 | 8 | | 12 | | | | 2,964.00 | | |
| Coordination | | | 2 | 12 | | | | | | 2,293.11 | | |
| Cost Estimation | | | | | | | | | 30 | 9,866.70 | | |
| Meetings | 2 | 4 | 2 | 4 | | 2 | | | | 3,551.24 | | |
| QC | | 2 | 4 | 12 | 8 | | | 2 | | 6,960.91 | | |
| Task 4 - 100% Construction Documents (6 Week Duration) | | | | | | | | | | | | |
| Equipment Layout Drawings | | | 4 | 16 | | | | | | 3,369.84 | | |
| Signage and Striping Drawings | | | 2 | 8 | | | | | | 1,684.92 | | |
| EQ Coordination Guide #2 | | | 2 | 12 | | 4 | | | | 2,719.47 | | |
| Technical Specifications | | | 8 | 18 | | 24 | | | | 7,169.18 | | |
| Coordination | | | 4 | 12 | | | | | | 2,761.65 | | |
| Cost Estimation | | | | | | | | | 20 | 6,577.80 | | |
| Meetings | 2 | 4 | 1.5 | 4 | | 2 | | 2 | | 4,136.63 | | |
| QC | | 2 | 4 | 12 | 8 | | | 2 | | 6,960.91 | | |
| Task 5 - Bid Support (8 Week Duration) | | | | | | | | | | | | |
| | | 2 | 2 | 4 | | | | | | 1,764.79 | | |
| Task 6 - Construction Administration Services (12 Month Duration) | | | | | | | | | | | | |
| Construction Observation Site Visit | | | 4 | 12 | | | | | | 2,761.65 | | |
| RFI and Shop Drawing Review | | | 4 | 26 | | | | | | 4,890.32 | | |
| Punch List | | | 2 | 16 | | | | | | 2,901.30 | | |
| Record Drawings | | | 2 | 8 | | | | | | 1,684.92 | | |
| Task G - Bid Documents | | | | | | | | | | | | |
| **Total Labor Hours per Team Member** | 6 | 30 | 68.5 | 269 | 24 | 70 | 24 | 8 | 50 | $ 110,000 | $ 3,000 | $ - |
| **Total Labor Charges per Team Member** | $ 2,656 | $ 10,321 | $ 16,060 | $ 40,748 | $ 8,777 | $ 7,461 | $ 5,190 | $ 2,342 | $ 16,445 | | | |

**Direct Costs / Expenses**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Construction Observation Site Visit | Hours | 550 | hours | x | $ - | $/hr | |
| Punch List | Flights | 2 | | x | $ 922.000 | | $ 1,844 |
| | Lodging | 4 | nights | x | $ 150.00 | $/night | $ 600 |
| | Meals | 4 | meals | x | $ 80.00 | $/day | $ 320 |
| | Copies/Photocopies | | | | | | $ - |
| | Printing (Large Format) | | | | | | $ - |
| | Postage / Public Notices | | | | | | $ - |
| | Postage CRRR | | | | | | $ - |
| | Rental Car | 4 | days | | $ 50.00 | $/day | $ 200 |
| | Miscellaneous | | Packets | | | | $ - |
| | Gas | 12 | gallons | x | $ 3.00 | $/gal | $ 36 |
| | Venue Rental | | days | x | | $/day | $ - |
| | | | | | *Expenses Subtotal* | | *$ 3,000* |
| | | | | | TOTAL FEE | | $ 113,000 |

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

November 4, 2025

Peter Thomson, Architect
Senior Project Architect
Williamson Design Associates
851 Broken Sound Parkway, Suite 133
Boca Raton, FL 33487
*(Via email: jwells@wda.biz)*

**RE: Professional Civil Engineering Services**
**Bus Wash at the Palm Tran North Location**
**West Palm Beach, Florida**
**Engenuity Group, Inc. Project No. 19128.25**

Dear Mr. Thomson:

We are pleased to offer this proposal to render Professional Civil Engineering services in connection with Palm Tran Bus Wash located at 3201 Electronics Way, West Palm Beach, FL (hereinafter called the 'Project'). Our proposal is based on your October 30, 2025, email and attachments.

Our services will consist of Construction Documents, Permitting, and Construction Phases Services, all as set forth in Exhibit "A" which is attached to this letter.

Our services as set forth in Exhibit "A" will be provided for a lump sum of **$19,125.66** based on the following distribution of compensation:

| | |
|---|---|
| **A. Construction Documents and Permitting** | **$15,294.06** |
| **B. Construction Phase Services** | **$ 3,831.60** |

**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.

**Invoicing and Payment**

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the



1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.862.9390 WWW.ENGENUITYGROUP.COM

amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

**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,

Adam C. Swaney, P.E.
Director of Engineering

Approved by:

Lisa Tropepe, P.E.
Vice President

**Authorization:** Professional Civil Engineering Services
Bus Wash at the Palm Tran North Location
West Palm Beach, Florida
Engenuity Group, Inc. Project No. 19128.25

**By:** _____ **Date:** _____
(Name & Title)

**For:** _____
(Name of Company)

**Contract Amount:** $19,125.66

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

**The Property Owner Is:** _____

**Address:** _____

_____

**Email:** _____

**Telephone:** _____

**Fax:** _____



LM

# EXHIBIT "A"

**Bus Wash at the Palm Tran North Location**
**West Palm Beach, FL**
**Engenuity Group Project No. 19128.25**

**ENGINEER'S SERVICES:**

**A1.01 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.

**A1.02 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
2. City of WPB Engineering Department

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.

**A1.03 This proposal does *NOT* include the following:**

A. The design of any major off-site roadway improvements.

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

C. Boundary, Topographic, Platting, construction layout survey, or Record Drawings of completed work. A complete topographic survey has been previously completed for the entire Palm Tran site by Engenuity Group and will be utilized on this project.

D. Design of electrical, mechanical, structural or plumbing systems.

E. Design of landscaping, irrigation, and lighting.

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

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

H. Geotechnical Analysis.

**A1.04 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 three (3) 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
2. City of West Palm Beach 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 (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.

# Exhibit B
# Civil Engineering Fee Breakdown
# Bus Wash at the Palm Tran North Location

**Engenuity Group Project No. 19128.25**

| | Description | Dept. Director | Project Manager | Project Engineer | AutoCAD Tech | Sr. Admin. Assist. |
|---|---|---|---|---|---|---|
| | **Hourly Rate** | **$147.09** | **$133.68** | **$115.38** | **$112.50** | **$99.00** |
| | | | | | | |
| | **Construction Documents** | | | | | |
| 1 | Coordination Meetings | 2.00 | 2.00 | 4.00 | | |
| 2 | Civil Design | 2.00 | 4.00 | 8.00 | | |
| 3 | Civil Drawings | | 4.00 | 16.00 | 40.00 | 4.00 |
| 4 | Specifications | | 4.00 | 8.00 | | |
| 5 | Drainage Calculations | | | | | |
| 6 | Opinion of Cost | | | 3.00 | | |
| 7 | Permitting | | 4.00 | 12.00 | | 4.00 |
| 8 | Quality Control Review | 4.00 | 4.00 | | | |
| 9 | | | | | | |
| | | | | | | |
| | **Labor Hours** | 8.00 | 22.00 | 51.00 | 40.00 | 8.00 |
| | **Labor Cost** | **$ 1,176.72** | **$ 2,940.96** | **$ 5,884.38** | **$ 4,500.00** | **$ 792.00** |
| | **Other Direct Costs** | | | | | **$ -** |
| | **Consultant Costs** | | | | | **$ -** |
| | **Total Fee (Design and Permitting)** | | | | | **$ 15,294.06** |
| | | | | | | |
| | | | | | | |
| | **Construction Phase** | | | | | |
| 1 | Preconstruction Conference | | 2.00 | 2.00 | | |
| 2 | Field Observations | | | 9.00 | | 3.00 |
| 3 | Engineer's Site Visits | | | | | |
| 4 | Clarifications and Interpretations | | | 1.00 | | |
| 5 | Change Orders | | | 1.00 | | |
| 6 | Shop Drawings | | | 2.00 | | |
| 7 | Testing Review | | | 1.00 | | |
| 8 | Pay Application Review | | | 2.00 | | |
| 9 | Closeout Documents | | | 2.00 | | |
| 10 | Record Drawing review | | | 2.00 | | |
| 11 | Certifications | | 2.00 | | | |
| 12 | Substantial Completion Walkthrough | | | 2.00 | | |
| 13 | Final Walkthrough | | | 2.00 | | |
| | | | | | | |
| | **Labor Hours** | 0.00 | 4.00 | 26.00 | 0.00 | 3.00 |
| | **Labor Cost** | **$ -** | **$ 534.72** | **$ 2,999.88** | **$ -** | **$ 297.00** |
| | **Other Direct Costs** | | | | | **$ -** |
| | **Consultant Costs** | | | | | **$ -** |
| | **Total Fee (Construction)** | | | | | **$ 3,831.60** |
| | **TOTAL LUMP SUM FEE** | | | | | **$ 19,125.66** |

January 15, 2026

Williamson Design Associates
851 Broken Sound Parkway, Suite 133
Boca Raton, FL 33487
Attn: Ms. Jessica Wells, AIA, Studio Director, South Florida
email: jwells@wda.biz

**RE: Geotechnical Proposal for Palm Tran**
**Bus Wash Facility**
**West Palm Beach, Florida**
**TSFGeo Proposal No. 2601-024**

Dear Jessica:

Per your request, **TIERRA SOUTH FLORIDA, Inc. (TSFGeo)** is pleased to submit this proposal for providing geotechnical services for the Palm Tran Facility, in West Palm Beach, Florida. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

## PROJECT INFORMATION

We understand the proposed construction plans will be created to replace the existing truck wash facility.

## PROPOSED SCOPE OF WORK

The proposed exploration is summarized in Table 1.

| Table 1 – Proposed Field Testing | |
|---|---|
| **Improvement Area** | **Proposed Services** |
| Supporting Soils | Two (2) Standard Penetration Test (SPT) borings to 20 feet. |

Proposed locations are noted on the attached Boring Location Plan. **It is our understanding that the field work will be performed in the daytime and site access will be coordinated by the Client prior to our mobilization.**

Boring locations will be located in the field by our personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities.

**Our proposal assumes that utility lines will be located in the field by others prior to mobilization of the drill rig, if the Florida 811 Utility System does not clear the site. TSFGeo will recommend a utility line locating service upon request.**

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the information noted below in Table 2.

**Table 2 – Report to Include**

| Technical Area | Description of Report Items |
|---|---|
| General | - Summary of USDA Soil Information for the project area<br>- Soil Profiles<br>- Boring Location Plan<br>- Results and Summary data for Laboratory Testing |
| Foundations | - Recommendations for Shallow Foundation Bearing Capacity<br>- Estimate of settlement and differential settlement<br>- Discussion of issues that may affect the foundations.<br>- Details for Compaction |
| Slabs | - Subgrade Modulus<br>- Details for Compaction |

## LUMP SUM ESTIMATE

It is proposed that the fee for the performance of the services outlined above is determined on a Lump Sum basis with a total fee of **$7,295.00.**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| I. | **FIELD INVESTIGATION** | | | | | | |
| | Mobilization of Men and Equipment | | | | | | |
| | Truck-Mounted Equipment | Trip | 1 | $ | 1500.00 | $ | 1,500.00 |
| | Suppport Vehicle | Trip | 1 | $ | 150.00 | $ | 150.00 |
| | Standard Penetration Test Borings | | | | | | |
| | 0 - 50 ft depth | L.F. | 40 | $ | 14.00 | $ | 560.00 |
| | Grout-Seal Boreholes | | | | | | |
| | 0 - 50 ft depth | L.F. | 40 | $ | 7.00 | $ | 280.00 |
| | Casing Allowance | | | | | | |
| | 0 - 50 ft depth | L.F. | 40 | $ | 8.00 | $ | 320.00 |
| II. | **LABORATORY TESTING** | | | | | | |
| | Visual Examination by Staff Engineer | Hour | 2 | $ | 115.00 | $ | 230.00 |
| | Natural Moisture Content Tests | Test | 2 | $ | 20.00 | $ | 40.00 |
| | Full Grain-Size Analysis - (8 sieves) | Test | 2 | $ | 75.00 | $ | 150.00 |
| | Grain-Size Analysis - Single Sieve | Test | 2 | $ | 25.00 | $ | 50.00 |
| | Organic Content Tests | Test | 2 | $ | 50.00 | $ | 100.00 |
| | **FIELD ENGINEERING AND TECHNICAL SERVICES** | | | | | | |
| | Sr. Engineering Technician | Hour | 10 | $ | 85.00 | $ | 850.00 |
| | **ENGINEERING AND TECHNICAL SERVICES** | | | | | | |
| | Senior Geotechnical Engineer | Hour | 3 | $ | 195.00 | $ | 585.00 |
| | Engineer, P.E. | Hour | 12 | $ | 175.00 | $ | 2,100.00 |
| | Draftperson | Hour | 4 | $ | 95.00 | $ | 380.00 |
| | **TOTAL FEE FOR GEOTECHNICAL SERVICES** | | | | | **$** | **7,295.00** |

Our fee covers the work needed to present our findings and recommendations in a formal report, as described above. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences, and any other work requested after the submittal of our report.

## SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take 1 day to complete, weather permitting. The written report can generally be submitted within two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,
**TSFGeo**

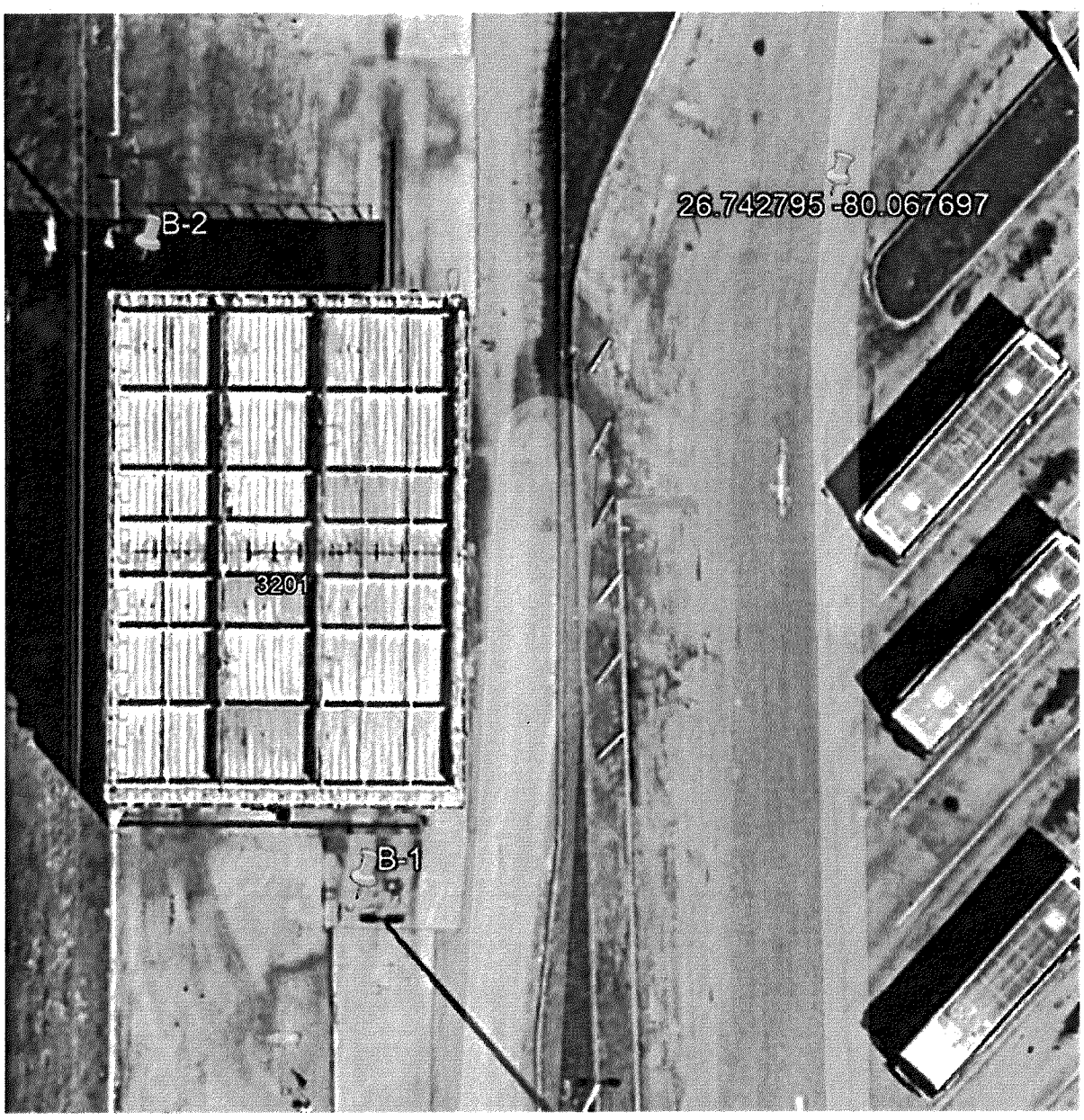
Harmon C. Bennett, P.E.
Principal Engineer

Raj Krishnasamy, P.E.
President

Attachments: General Conditions
Boring Location Plan

| AUTHORIZED BY: | INVOICE TO: |
|---|---|
| Name: | Firm: |
| Title: | Name: |
| Date: | Address: |
| | Phone : |

# Boring Location Plan



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

## CONFLICT OF INTEREST DISCLOSURE FORM

**PROJECT Palm Tran North Bus Wash Equipment Replacement**

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:

Not Applicable

(Attach additional sheets as needed.)

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

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

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

**THIS DISCLOSURE** is submitted by Charles Gableman (Name of Individual), as President (Title/Position), of JLRD Consulting Engineers (Firm Name of Consultant) Johnson, Levinson, Ragan, Davila, Inc.

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

Chas C. Gable
(Signature)

11-10-2025
(Date)

# PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT: Palm Tran North Depot - Bus Wash Replacement

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

Signature

06/04/2026

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:

N/A

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) **Raj Krishnasamy, P.E.**, as (Title/Position:) **President** of (Name of Firm:) **Tierra South Florida, Inc.** who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

9/28/2021

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 16:09:34 -04'00'

Signature

10/8/2021

Date

# ATTACHMENT #3

**CONSULTANT SERVICES AUTHORIZATION NO. 15**

**WILLIAMSON DACAR ASSOCIATES, INC. d/b/a WILLIAMSON DESIGN ASSOCIATES**
***(Continuing Architectural Consultant – Federal)***

**PALM TRAN NORTH - BUS WASH SYSTEM AND CANOPY REPLACEMENT**
**PROJECT NO. P-2026-000085**
**DISTRICT NO. 7**

**THIS CONSULTANT SERVICE AUTHORIZATION (CSA) NO. 15** 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. **CONSULTANT: 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 architectural, civil, structural, industrial equipment, plumbing, and electrical engineering design, construction document preparation, bidding, and construction administration phase services necessary for the replacement of an existing two-bay bus wash system, as detailed on the attached revised proposal dated June 25, 2026. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.

5. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be: **Lump Sum charge of $314,978.67.**

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

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

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

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

*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".**

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

*Project No.: P-2026-000085*
*Project Name: Palm Tran North - Bus Wash and Canopy Replacement*

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

ATTEST:
Yvette Drucker
Clerk of the Circuit Court & Comptroller

By: _____
Clerk of the Circuit Court & Comptroller

APPROVED AS TO
LEGAL SUFFICIENCY:

By: _____
Chief Assistant County Attorney

WITNESS for CONSULTANT'S
SIGNATURE:

Carrie C Deel
Signature

Carrie C Deel
Name (type or print)

PALM BEACH COUNTY, FLORIDA,
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS
(BCC)

By: _____
Mayor, Palm Beach County

APPROVED AS TO TERMS
AND CONDITIONS:

By: Jennifer Ferriol
Jennifer Ferriol, Director - FD&O

CONSULTANT:
**WILLIAMSON DACAR ASSOCIATES, INC. d/b/a WILLIAMSON DESIGN ASSOCIATES**

Signature

Ted Williamson
Name (type or print)

President
Title

(Corporate Seal)

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by Entity Name

Florida Profit Corporation
WILLIAMSON DACAR ASSOCIATES INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P94000015298 |
| **FEI/EIN Number** | 59-3231388 |
| **Date Filed** | 02/22/1994 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

2605 Enterprise Rd. E.,
SUITE 200
Clearwater, FL 33759

Changed: 02/14/2023

**Mailing Address**

2605 Enterprise Rd. E.
SUITE 200
Clearwater, FL 33759

Changed: 02/06/2024

**Registered Agent Name & Address**

WILLIAMSON, THEODORE J
1608 HUNTINGTON PL
SAFETY HARBOR, FL 34695-3155

Address Changed: 02/12/2003

**Officer/Director Detail**

**Name & Address**

Title President, Director

WILLIAMSON, THEODORE J
1608 HUNTINGTON PL
SAFETY HARBOR, FL 34695

Title VP

WILLIAMSON, THEODORE A
3549 Ridge Blvd.
Palm Harbor, FL 34684

Title Treasurer

WILLIAMSON, THEODORE J
1608 HUNTINGTON PL
SAFETY HARBOR, FL 34695

Title Secretary

Sumner-Wells, Jessica
332 NE Spanish Court
Boca Raton, FL 33432

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2024 | 02/06/2024 |
| 2025 | 02/06/2025 |
| 2026 | 02/03/2026 |

| | |
|---|---|
| 02/03/2026 -- ANNUAL REPORT | View image in PDF format |
| 02/06/2025 -- ANNUAL REPORT | View image in PDF format |
| 02/06/2024 -- ANNUAL REPORT | View image in PDF format |
| 02/14/2023 -- ANNUAL REPORT | View image in PDF format |
| 02/17/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/25/2021 -- ANNUAL REPORT | View image in PDF format |
| 02/03/2020 -- ANNUAL REPORT | View image in PDF format |
| 10/14/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 10/01/2019 -- Off/Dir Resignation | View image in PDF format |
| 01/14/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/28/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/15/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/11/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/01/2011 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2010 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/15/2008 -- ANNUAL REPORT | View image in PDF format |
| 01/04/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/17/2005 -- ANNUAL REPORT | View image in PDF format |

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|---|---|
| 02/23/2004 -- ANNUAL REPORT | View image in PDF format |
| 02/12/2003 -- ANNUAL REPORT | View image in PDF format |
| 03/25/2002 -- ANNUAL REPORT | View image in PDF format |
| 03/30/2001 -- ANNUAL REPORT | View image in PDF format |
| 03/28/2000 -- ANNUAL REPORT | View image in PDF format |
| 03/04/1999 -- ANNUAL REPORT | View image in PDF format |
| 02/03/1998 -- ANNUAL REPORT | View image in PDF format |
| 03/10/1997 -- ANNUAL REPORT | View image in PDF format |
| 03/11/1996 -- ANNUAL REPORT | View image in PDF format |
| 04/24/1995 -- ANNUAL REPORT | View image in PDF format |

**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 (33) dated April 25, 2025:
https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-33-april-25
Circular 4220.1G Third Party Contracting Guidance:
https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance
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 the 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. 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

## ATTACHMENT "A"
## SPECIAL CONTRACT PROVISIONS

directly pertinent to this solicitation and resulting contract, including such records and information the CONTRACTOR may regard as confidential or proprietary. (MA Section 9)

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.

6. 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.

7. Termination for Convenience or Default. If this solicitation is exceeding $10,000 (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.

7a. 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.

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

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

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, 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, including any amendments thereto 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,
   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, 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.

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

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, including any amendments thereto. 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;
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, including any amendments thereto. 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. **The DBE Program also facilitates competition by Small Business Enterprises (SBEs).**

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 or Small Businesses participation that contributes toward the achievement of the overall DBE/SBE 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

## ATTACHMENT "A"
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**OR**

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

(b) **(XX) 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 CONTRACTOR agrees to take all necessary affirmative steps to assure that DBE and/or Small Businesses are used when possible. The CONTRACTOR also agrees that each subcontractor will facilitate participation by DBE and/or small businesses 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 1B Schedule of DBE/SBE 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.

(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/SBE participation, which should contain a record of payments made to its DBE/SBE subcontractors during the current billing period. CONTRACTOR shall utilize the form attached as **Exhibit 1-C DBE/SBE Utilization Report**. Reports should be submitted with each pay application.

(g) CONTRACTOR agrees to submit a Final DBE/SBE Participation Report containing the total amount paid to its DBE/SBE 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 1-D - Final DBE/SBE Utilization Report**.

(h) CONTRACTOR shall certify to COUNTY, the amounts paid to each DBE/SBE 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/SBEs. One of the main purposes of these provisions is to make sure that DBEs/SBEs actually perform work committed to them at contract award.

(i) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs/SBEs 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/SBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a DBE/SBE 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/SBE of its intent to

## ATTACHMENT "A"
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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/SBE 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/SBE firm from the team, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of DBE/SBE subcontractors will only be approved on a case-by-case basis provided that reasons cited are properly justified. When a DBE/SBE subcontractor is terminated or fails to complete its work, CONTRACTOR must make good faith efforts to find another DBE/SBE subcontractor to substitute for the original DBE/SBE, 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/SBE - 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/SBE 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.

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

(d) The Contractor agrees to make available upon request a copy of all DBE/SBE subcontracts at all tiers. Palm Tran's DBE Liaison will request these copies within 90 days from the Contract award, in accordance with 49 CFR 26.53 (j).

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.

Palm Tran's DBE Liaison: Malorie Lassalle, DBE Grants Coordinator Tel: 561 276-1261 MLassalle@pbcgov.org

10. 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.

11. Government-wide Debarment and Suspension. **(Exhibit 2)** 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)

## ATTACHMENT "A"
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"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 2). 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.gov).

12. 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.

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.

13. Lobbying. CONTRACTORS who apply or bid for an award exceeding $100,000 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 4**. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

14. Clean Air. The Clean Air requirements apply to all contracts exceeding $150,000, 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 $150,000 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.

15. Clean Water. If this solicitation is exceeding $150,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 – 1388). The CONTRACTOR agrees to report each violation to the County and agrees that the County will, in turn, report each violation as

## ATTACHMENT "A"
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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.

16. Seismic Safety. If this solicitation pertains to the construction of new buildings or additions to existing buildings, the CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required. The CONTRACTOR also agrees to ensure that all work performed under the contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

17. 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.

18. 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.

19. 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 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

20. 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
d) 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 he 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.

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21. 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.

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.

22. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. The COUNTY is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The CONTRACTOR shall complete **Exhibit 5** to complete the required representation.

23. 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

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

(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 6).**

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

24. 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.

This contract or purchase/task 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 FTA Master Grant Agreement, as amended. Therefore, all activities related to this project are subject to the conditions detailed above.

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: 851 Broken Sound Parkway, Suite 133

CITY/ STATE/ ZIP CODE: Boca Raton, FL 33487

SIGNATURE: [signature]

TYPE NAME: Teddy A. Williamson DATE: 8/24/26

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 – 1A-1B-**DBE/SBE FORMS and **1E** if Applicable

**EXHIBIT 2** CERTIFICATION REGARDING DEBARMENT AND SUSPENSION IF CONTRACT IS EXPECTED TO EQUAL OR EXCEED $25,000

**EXHIBIT 3** BUY AMERICA CERTIFICATION----Not Applicable

# ATTACHMENT "A"
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**EXHIBIT 4** RESTRICTIONS ON LOBBYING CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF $100,000

**EXHIBIT 5**
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

**EXHIBIT 6** FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DISCLOSURE

**EXHIBIT 7** LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS -- Not Applicable

**EXHIBIT 8** WAGE DETERMINATION ACCEPTANCE-----Not Applicable

**EXHIBIT 9** WAGE DETERMINATION ----Not Applicable

**EXHIBIT 10** OPTIONAL FORM **WH-347**----Not Applicable

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 1**
**DISADVANTAGED/SMALL BUSINESS ENTERPRISE (DBE/SBE) UTILIZATION**

This contract does not have a mandatory DBE/SBE Goal, however:

_____ The bidder/CONTRACTOR is committed to a minimum of ____ % DBE/SBE utilization on this contract. **EXHIBIT 1-B details the level of participation.**

__X__ The bidder/CONTRACTOR will not have DBE/SBE utilization on this contract.

**___ The bidder/CONTRACTOR is a Certified DBE/SBE**

Name of bidder/CONTRACTOR's firm: Williamson Dacar Associates, Inc. dba Williamson Design Associates

By _____ Vice President
(Signature) (Title)

Teddy A. Williamson
Print Name

Contact Information

Telephone#: 727.725.0951

Email Address: teddyw@wdastudio.com

*To be completed for each DBE/SBE expected to participate in this project*

N/A



## ATTACHMENT "A"
## SPECIAL CONTRACT PROVISIONS

### EXHIBIT 1-A
### LETTER OF INTENT
### To Utilize a Disadvantaged/Small Business Enterprise (DBE/SBE) Subcontractor/Subconsultant

From: _____
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description:

_____

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: _____
(Proposed DBE/SBE Subcontractor/Subconsultant) (**Attach copy of DBE/SBE certification**)

Expiration of DBE/SBE Certification: _____ (Attach copy of DBE/SBE certification)

Projected Work Assignment: Enter description of work assignment

_____

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount **or** Percentage %) _____

_____ _____
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____ _____
(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 of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____ 20___.

_____ _____
(Notary's Signature) (Notary Seal)

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

## ATTACHMENT "A"
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### EXHIBIT 1-B Schedule of DBE/SBE Participation

| | |
|---|---|
| **BID/RLI #:** | **Contract Amount (Prime CONTRACTOR Total BID/RFP Submittal)** $ |
| **PROJECT NAME:** | |
| **PRIME CONTRACTOR:** | **Contact TELEPHONE #:** |
| **CONTACT PERSON:** | **Contact Email Address:** |

| DBE / SBE SubCONTRACTOR | Expiration of Certification | DBE/SBE Contact | Phone | Type of Work To Be Performed | $ | Estimated Sub-Contract Amount |
|---|---|---|---|---|---|---|
| | | | | | $ | |
| | | | | | $ | |
| | | | | | $ | |
| | | | | | $ | |
| | | | | **Total Estimated Dollar ($) DBE / SBE Participation** | $ | |
| | | | | **DBE/SBE SubCONTRACTOR Participation Percentage** *(Total estimated amount allocated to DBEs/SBEs divided by Total Prime CONTRACTOR Contract Amount)* | % | |

N/A

*The listing of a DBE/SBE shall constitute a representation by the bidder/responder to Palm Beach County that such DBE/SBE 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* | *Title* | *Date* |
|---|---|---|
| | | |

***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**

N/A

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 1-C**
**DBE/SBE 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 (mlassalle@pbcgov.org)*

| DBE/SBE 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**

| *Signature* | *Title* | *Date* |
|---|---|---|
| | | |

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

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 1-D**
**FINAL DBE/SBE 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/SBE subCONTRACTORS must be reported on this form.

| DBE/SBE 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**

| *Signature* | *Title* | *Date* |
|---|---|---|
| | | |

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

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

## EXHIBIT 1-E
## DBE/SBE Unavailability Report – Good Faith Efforts

A BIDDER that submits an Unavailability Report, (Exhibit 1-E Sample), in which they state they are unable to meet the DBE/SBE 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/SBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE/SBE participation.
- Timely advertisement in general circulation media, trade association publications, and media concerning subcontracting opportunities.
- Timely notification of small business or CONTRACTOR groups and associations of solicitation for specific sub-bids. Proof of written solicitations to DBE/SBE 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/SBE in order to increase the likelihood of achieving the stated goal.
- Records of providing interested DBEs/SBEs with adequate information about the plans, specifications, scope of work and requirements of the contract.
- Records of discussions with interested DBEs/SBEs about the required capabilities of the project and performing a thorough investigation of the DBEs/SBEs qualifications to determine inherent competencies.
- Efforts to provide DBEs/SBEs 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/SBE participation. The report shall include the following:

  – A detailed statement of the timely efforts made to negotiate with DBEs/SBEs including, at a minimum, the names, addresses and telephone numbers of DBEs/SBEs who were invited to bid or otherwise contacted.

  – A description of the information provided to DBE/SBE 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/SBE, 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/SBE in order to increase the likelihood of achieving the stated goal.

  – A list of each DBE/SBE 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/SBE and the result.

**Samples:**

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

METHODS USED TO SOLICIT DBE/SBE PARTICIPATION FOR THIS PROJECT:

-Fax-Email (identifying each DBE/SBE 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/SBE 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 1-E**

# SAMPLE

**DBE/SBE 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/SBEs listed below and that said DBEs/SBEs 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/SBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE/SBE CONTRACTORs were invited to bid subcontract work, but were not available to work.
   (Provide copy of the invitation, dates, List of DBEs/SBEs, address, and responses.)

2. The following DBE/SBE CONTRACTORs were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs/SBEs, address)

3. The following DBE/SBE 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/SBE 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 1E: DBE/SBE Unavailability Report – Good Faith Efforts*

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

Signature:

_____

Title: _____

Date: _____

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 2**
**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 is:

(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.

The CONTRACTOR shall comply by conducting its own each search on the Excluded Parties List in the System for Award Management (**SAM.gov**). Exclusion records apply to prime contractors and their **subsequent subcontractors** through all tiers, for contracts expected to equal or exceed $25,000. Please print all applicable subcontractor's search record(s) and submit with your bid.

Any party listed as excluded CAN NOT participate in this contract.

8/24/26
(Date)

(Signature)

Teddy A. Williamson
(Print Name)

Vice President
(Title)

Williamson Dacar Associates, Inc. dba Williamson Design Associates
(Company)

# ATTACHMENT "A"
# SPECIAL CONTRACT PROVISIONS

## EXHIBIT 3
## BUY AMERICA CERTIFICATION – Not Applicable –

**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 CONTRACTOR 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 CONTRACTOR 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 4
## 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.

8/24/26
(Date)

(Signature)

Teddy A. Williamson
(Print Name)

Vice President
(Title)

Williamson Dacar Associates, Inc. dba
(Company) Williamson Design Associates

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 5

## REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The CONTRACTOR shall not complete the representation in this provision if the CONTRACTOR has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual
instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services- Representation, or in paragraph (v) of the provision at 52.212-3, CONTRACTOR Representations and Certifications- Commercial Items.

(a) *Definitions.* As used in this provision—
"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The CONTRACTOR shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The CONTRACTOR **represents that it ☐ will, ☒ will not provide covered telecommunications equipment or services** to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the **CONTRACTOR has represented** in paragraph (d) of this provision that it **"will" provide covered telecommunications equipment or services"**, the **CONTRACTOR shall provide the following information as part of the offer**—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

8/24/26
(Date)

(Signature)

Teddy A. Williamson
(Print Name)

Vice President
(Title)

Williamson Dacar Associates, Inc. dba Williamson Design Associates
(Company)

**ATTACHMENT "A"**
**SPECIAL CONTRACT PROVISIONS**

## EXHIBIT 6
## 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.

8/24/26
(Date)

(Signature)

Teddy A. Williamson
(Print Name)

Vice President
(Title)

Williamson Dacar Associates, Inc. dba Williamson Design Associates
(Company)

Williamson Design Associates

June 25, 2026

Ms. Alisua Masmela, Project Manager
Capital Improvements Division
2633 Vista Parkway W.P.B. FL. 33411
T: 561-233-0287; 351-210-1307
Email: AMasmela@pbcgov.org

Re: Professional Engineering Services
Bus Wash Replacement
Palm Tran North Facility
3201 Electronics Way, West Palm Beach, Fl. 33407

Dear Alisua:

Williamson Design Associates is pleased to submit our proposal for the architectural and engineering design services for the replacement of the bus wash system at the Palm Tran North Facility. The general scope of work will consist of the replacement of the existing two-bay bus wash of approximately 4,500 S.F. in size and the addition of two single-user ADA toilets adjacent to the bus stop. The bus wash structure will be located in the same area as the existing structure. Our work will entail the development of construction documents for the related site work, bus wash systems design, building enclosure design and mechanical, plumbing and electrical design.

In development of this project, we will be working with HDR for development of the bus wash equipment design, Engenuity Group for the civil design and JLRD for the MEP design.

Our scope of work in development of the design and construction documents will include:

- Architectural and engineering design for the new bus wash and site improvements.
- Development of documents indicating all architectural, wash systems, life safety, structural, mechanical, plumbing, electrical, and civil design.
- Soil borings and a geotechnical recommendation for foundation design.
- Specifications for all outlined disciplines and their related scope of work will be provided.
- Organize, schedule, and attend meetings that are necessary through the design phase and the development of the documents. Our design fee is based on project meetings on a bi-weekly basis during the design and construction phase.
- Assist and coordinate information during the bidding process and respond to questions and submit addendum notices as needed.



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- During construction phase, attend scheduled Owner/DB/Architect meetings to review the progress of the construction, prepare and submit ASIs (Architectural Supplemental Instructions), provide field observation reports, review shop drawing data (two reviews of each shop drawing are included—additional reviews would be additional services) and product data and RFIs (Request for Information). Our fee is based on bi-weekly site meetings during construction for a (10) ten-month construction schedule duration. Site visits beyond this will be additional services.

- Attend one walkthrough for determination of "Substantial Completion". Provide one Final completion walkthrough to review "punch list" items. Attend a warranty walkthrough with Palm Beach County 11 months after substantial completion.

Our fee for the site and building design is as outlined below.

**Architectural Building Design Services**

| | |
|---|---|
| Schematic Design | $ 15,009.30 |
| Design Development | $ 16,527.63 |
| Construction Documents | $ 35,453.74 |
| Bidding | $ 2,711.96 |
| Construction Administration | $ 30,523.54 |
| **Total Building Design Fee** | **$100,226.17** |

**Structural Building Design Services**

| | |
|---|---|
| Schematic Design | $ 9,913.40 |
| Design Development | $ 9,913.40 |
| Construction Documents | $ 9,913.42 |
| Construction Administration | $ 7,435.06 |
| **Total Structural Design Fee** | **$ 37,175.28** |

**Mechanical, Electrical, Plumbing Building Design Services**

| | |
|---|---|
| Schematic Design | $ 9,641.75 |
| Design Development | $ 9,641.75 |
| Construction Documents | $ 9,641.75 |
| Construction Administration | $ 7,231.31 |
| **Total MEP Building Design Fee** | **$ 36,156.56** |

**Site Civil Engineering Design Services**

| | |
|---|---|
| Civil Construction Documents | $ 15,294.06 |
| Construction Administration | $ 3,831.60 |
| **Total Site Civil Engineering Design Fee** | **$ 19,125.66** |

AM

**Equipment/Industrial Design (HDR):**

| | |
|---|---|
| Project Management | $ 9,755.00 |
| Concept Design | $ 16,280.00 |
| Design Development | $ 34,800.00 |
| Construction Documents | $ 35,200.00 |
| Bidding | $ 1,765.00 |
| Construction Administration | $ 12,200.00 |
| Expenses | $ 3,000.00 |
| **Total Equipment/Industrial Design Fee** | **$113,000.00** |

**Geotechnical Engineering**

| | |
|---|---|
| Soil Borings | $ 7,295.00 |
| **Total Geotechnical Fee** | **$ 7,295.00** |

| | |
|---|---|
| **Expenses** | **$ 2,000.00** |
| **Total FEE:** | **$314,978.67** |

Our schedule to complete the work is as follows:

| | |
|---|---|
| Schematic Design | 4 weeks |
| Design Development Documents | 8 weeks |
| 100% Construction Documents | 6 weeks |

If the scope of work changes, we would complete the work on an hourly basis or submit a lump sum fee proposal. Revisions to the design and drawings, after they have been completed, will be billed based on our hourly rates or a lump sum fee as follows:

| | |
|---|---|
| Principal Architects/Engineers | $257.49 |
| Senior Architect/Engineer | $205.99 |
| Senior Project Manager 1 | $128.76 |
| Senior CADD Operator | $ 99.09 |
| Clerical Support Staff, Administration | $ 76.35 |

AM

Williamson Design Associates has enjoyed our working relationship with Palm Beach County and looks forward to this project. Should you have any questions, please give me a call.

Cordially,

Ted Williamson, AIA, PE, LEED AP

Attachment: Fee Proposal
HDR Proposal dated 1/22/26 data add 6/4/26
JLRD proposal dated 11/10/25 Rev. 2 6/25/26
Engenuity proposal dated 11/4/25
TSF Geo proposal dated 1/15/26

AM

# WILLIAMSON DESIGN ASSOCIATES

PROPOSAL FOR ARCHITECTURAL SERVICES

June 26, 2026
DATE

Palm Tran Bus Wash Replacement
FACILITY/PROJECT

| | | HOURS | | | | | |
|---|---|---|---|---|---|---|---|
| 14,519.22 | | PRINCIPAL | SENIOR ARCHITECT/ ENGINEER | SR.PROJECT MAANGER 1 | SR. CADD OPERATOR | CLERICAL/ ADMIN. SUPPORT | GRAND TOTALS |
| **Hourly Rates:** | | **$257.49** | **$205.99** | **$128.76** | **$99.09** | **$76.35** | |
| 1 | Schematic Design | 6 | 24 | 20 | 60 | | |
| 2 | Design Development | 6 | 12 | 20 | 80 | | |
| 3 | Review Meeting | 3 | 6 | | | | |
| 4 | Construction Documents | 8 | 48 | 40 | 80 | | |
| 5 | Design Review Meetings | 3 | 3 | | | | |
| 6 | Specifications | 2 | 12 | | | 16 | |
| 7 | Structural Design | 8 | 40 | 60 | 120 | | |
| 8 | Final Design Review | 3 | 3 | | | | |
| 9 | Permit Drawings | 4 | 4 | | 16 | | |
| | | | | | | | |
| C | Civil Engineering | | | | | | $15,294.06 |
| C | TSF Geo | | | | | | $7,295.00 |
| C | JLRD MEP | | | | | | $28,925.25 |
| C | HDR Consulting | | | | | | $96,035.00 |
| | TOTAL HOURS A (Items 1-9) | 43 | 152 | 140 | 356 | 16 | 707 |
| | SUBTOTAL A (Hours x Rate) | $11,072 | $31,310 | $18,026 | $35,276 | $1,222 | $96,906.59 |
| 10 | Bidding | 2 | 8 | | 4 | 2 | |
| 11 | Pre-Construction Meetings | 2 | 6 | | | | |
| 12 | Shop Drawing Review | 2 | 20 | 40 | | 6 | |
| 13 | Construction Meetings | 6 | 20 | 60 | | 6 | |
| 14 | Substantial Completion | 2 | 6 | | | 2 | |
| 15 | Final Completion | | 6 | | | 2 | |
| 16 | Pay Application Review | | 6 | | | 2 | |
| 17 | Structural Design | 2 | 32 | | | 2 | |
| C | JLRD MEP | | | | | | $7,231.31 |
| C | Civil Engineering | | | | | | $3,831.60 |
| C | HDR Consulting | | | | | | $16,965.00 |
| | TOTAL HOURS B (Items 10-17) | 16 | 104 | 100 | 4 | 22 | 246 |
| | SUBTOTAL B (Hours x Rate) | $4,120 | $21,423 | $12,876 | $396 | $1,680 | $40,494.86 |
| | ESTIMATED EXPENSES | | | | | | $2,000.00 |
| | TOTAL (A+B+C Subtotals + Printing) | | | | | | $314,978.67 |

AM

JOHNSON, LEVINSON,
RAGAN, DAVILA, INC.
CONSULTING ENGINEERS
1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 • (561) 689-2302 Fax
www.jlrdinc.com

# PROPOSAL

**TO:** Peter Thomson

**FIRM:** WDA

**PROJECT:** Palm Tran North Bus Wash Equip Repl.

**RE:** Engineering Services – E & P

**FROM:** Charles Gableman, P.E.

**DATE:** November 10, 2025;
Rev. 1 June 8, 2026;
Rev. 2 June 19, 2026

Peter,

Our fee for providing Electrical and Plumbing engineering design services on the above referenced project will be **$36,156.56 for Design and Construction Administration**. The scope as we understand it is based upon the email from your office dated 11-4-2025 and your emails with attachments and would include the following:

**Scope 1:**

The existing two, open air, bus wash bays equipment has reached the end if its useful life and requires in-kind replacement. Electrical and plumbing system infrastructure upgrades to be limited to accommodate the proposed construction. The following is a general scope of work:

- General –
  - Replace the existing bus wash equipment (design, specifications, and cutsheets to be provided to JLRD by a specialty vendor).
  - Add two ADA restrooms to the existing bus wash building.
- Mechanical –
  - Provide ventilation and/or AC to the proposed two restrooms.
- Electrical – It is anticipated the existing service entrance equipment, feeders, and panelboards are existing to remain and will not require replacement or upgrade as the building square footage remains the same.
  - Renovated Areas:
    - Demolish the existing equipment branch circuits as required.
    - Based on recent experience with the Belle Glade bus wash equipment upgrade earlier this year, the power for the bus wash equipment required 3 times more power than the existing system. As such, the electrical service is anticipated to be upgraded.

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    - Replace / Upgrade the existing panelboards to feed the proposed bus wash equipment.
    - Electrical lighting to be replaced with interior type LED fixtures per specialty vendor's drawings.
    - Bus wash equipment will be designed and specified by a specialty consultant. JLRD shall support power and conduit infrastructure as directed via rough-in drawings by the specialty consultant.
    - Restrooms – lighting, convenience receptacles, fire alarm, and power to mechanical / plumbing equipment.
- Plumbing – It is anticipated the existing water and sanitary services to the bus wash area are to remain and will not require replacement or upgrade as the building square footage remains the same.
    - Bus wash equipment will be designed and specified by a specialty consultant. JLRD shall support water and sanitary infrastructure as directed via rough-in drawings by the specialty consultant.
    - Restrooms – provide plumbing services to the lavatories, toilets, uninals, floor drawings and hose bibbs.
- Exclusions:
    - Fueling dispenser or system modifications or revisions.
    - Water and sewer services for the restrooms.

- Construction Administration (review shop drawings, answering RFIs, periodic site visits) and electronic recording in CAD format of the contractor's red-line as-built documents is included.

- Project specifications will be provided in book format.

- The above proposal is based upon receipt of existing as-built drawings. If as-built drawings are not available or cannot be provided, the engineer may require the owner to provide selective demolition of concealed conditions for coordination of tying new work to existing infrastructure. The engineer shall not be held accountable for unforeseen conditions.

Should we be retained to do the work, I would provide a copy of our standard agreement for a contract between our firms. If you have any questions, please call me.
Sincerely,

Charles C. Gableman, P.E., LEED AP
President
**JLRD, Inc.**

*Sent via Email*
*jcolome@colome-arch.net*

https://jlrdinc-my.sharepoint.com/personal/cgableman_jlrdinc_com/Documents/Documents/Proposals/PBC Federal Funding/WDA/WDA Palm Tran North Bus Wash Equip Replacement Rev 2'.doc

# Palm Beach County
# Palm Tran North - Bus Wash Equipment Replacement
# Design and CA-Rev 2

## LABOR BREAKDOWN

| *TASK* | *HOURS* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sr. ENGR | | PE | | ENGR | | Sr. DSN | | Designer | | CA | CAD | SEC |
| **BASIC DESIGN** | M | E | M | E | M | E | M | E | M | E | | | |
| ***General*** | | 3 | | | | | | | | | | | 3 |
| PRE-DESIGN AND 50% MTG | | | | | 4 | 4 | | | | | | | 2 |
| SITE SURVEY | | | | | | | 4 | 4 | | | | | |
| REVIEW EXIST DWGS | | | | | | | 1 | 1 | | | | | |
| COORDINATION WITH VENDORS | | | | | | 2 | 2 | | | | | | |
| LOAD ANALYSIS | | | | | | 4 | | | | | | | |
| VOLTAGE DROP CALCS | | | | | | | | | | | | | |
| GENERATOR CALCS | | | | | | | | | | | | | |
| UTILITY COORDINATION | | | | 4 | | | | | | | | | |
| | | | | | | | | | | | | | |
| ***Design*** | | | | | | | | | | | | | |
| DEMOLITION | | | | | 3 | 2 | | | 5 | 4 | | 16 | |
| | | | | | | | | | | | | | |
| PLBG DWGS | | | 9 | | 12 | | 20 | | | | | 40 | |
| | | | | | | | | | | | | | |
| ELECT DWGS | | | | 10 | | 24 | | 24 | | | | 54 | |
| | | | | | | | | | | | | | |
| MECH DWGS | | | 4 | | 8 | | 12 | | | | | 16 | |
| | | | | | | | | | | | | | |
| SERVICE UPGRADE | | | | 6 | | 14 | | | | | | 16 | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Specifications | | | | 2 | | 3 | | | | | | | 5 |
| Checking | 3 | 2 | | | | | | | | | | 4 | |
| Incorporate Comments | | | | | | 5 | 4 | | | | | 8 | 3 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| ***BASIC DESIGN SUBTOTAL (Sheet)*** | **3.0** | **5.0** | **13.0** | **22.0** | **27.0** | **58.0** | **43.0** | **29.0** | **5.0** | **4.0** | **0.0** | **###** | **13.0** |

# Palm Beach County
# Palm Tran North - Bus Wash Equipment Replacement
# Design and CA-Rev 2

## LABOR BREAKDOWN

| TASK | HOURS | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sr. ENGR | | PE | | ENGR | | Sr. DSN | | Designer | | CA | CAD | SEC |
| **BASIC DESIGN** | M | E | M | E | M | E | M | E | M | E | | | |
| | | | | | | | | | | | | | |
| ***Other Items:*** | | | | | | | | | | | | | |
| ***DMS Curve - Non Basic Services*** | | | | | | | | | | | | | |
| Measured Drwgs of Existing Services | | | | | | | 4 | 4 | | | | 4 | |
| LEED Consultation | | | | | | | | | | | | | |
| Life Cycle Costs | | | | | | | | | | | | | |
| Existing Site Utility Infrastr. Improvements | | | | | | | | | | | | | |
| Site Lighting Design w/ Cert. Letter | | | | | | | | | | | | | |
| Specialty Consultant/Services: | | | | | | | | | | | | | |
| - Voice/Data Comm | | | | | | | | | | | | | |
| - A/V systems | | | | | | | | | | | | | |
| - Que / Numbering System | | | | | | | | | | | | | |
| - Public Address | | | | | | | | | | | | | |
| - CCTV Camera | | | | | | | | | | | | | |
| - Access Control | | | | | | | | | | | | | |
| - Intrusion Detection | | | | | | | | | | | | | |
| - Secured Parking - Gates | | | | | | | | | | | | | |
| Cost Estimating | | | | | | | | | | | | | |
| Alternate Bids/Multiple Constr. Contract | | | | | | | | | | | | | |
| Record Drawings | | | | | | | 2 | 2 | | | | 6 | |
| Additional C/A Participation | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| ***BASIC DESIGN SUBTOTAL*** | 3.0 | 5.0 | 13.0 | 22.0 | 27.0 | 58.0 | 49.0 | 35.0 | 5.0 | 4.0 | 0.0 | 164 | 13.0 |
| | | | | | | | | | | | | | |
| **CONSTRUCTION ADMIN** | | | | | | | | | | | | | |
| SHOP DRAWINGS | | | | | | 4 | 3 | | | | | | 3 |
| BIDDING / RFIS | | | | | | 4 | 3 | | | | | 5 | |
| FIELD OBSERVATIONS - 1 OBS | | | | | | | | | | | 4 | | 1 |
| FINAL | | | | | | | | | | | 4 | | 1 |
| ***SUBTOTALS*** | | | | | | | | | | | | | |
| LABOR BASIC DESIGN | 3 | 5 | 13 | 22 | 27 | 58 | 49 | 35 | 5 | 4 | 0 | 164 | 13 |
| LABOR CONSTRUCTION ADMIN | 0 | 0 | 0 | 0 | 0 | 8 | 6 | 0 | 0 | 0 | 8 | 5 | 5 |
| | | | | | | | | | | | | | |
| ***JLRD DIRECT LABOR*** | **3.0** | **5.0** | **13.0** | **22.0** | **27.0** | **66.0** | **55.0** | **35.0** | **5.0** | **4.0** | **8.0** | **169** | **18.0** |

# Palm Beach County
# Palm Tran North - Bus Wash Equipment Replacement
# Design and CA-Rev 2

## LABOR BREAKDOWN

| *TASK* | *HOURS* | | |
|---|---|---|---|
| **LABOR COST** | **HRS** | **RATE *** | **COST** |
| Sr. Mechanical Engineer (Principal) | 3.0 | $ 227.66 | $ 682.98 |
| Sr. Electrical Engineer (Principal) | 5.0 | $ 227.66 | $ 1,138.30 |
| Mechanical Engineer - PE | 13.0 | $ 138.80 | $ 1,804.40 |
| Electrical Engineer - PE | 22.0 | $ 138.80 | $ 3,053.60 |
| Mechanical Engineer | 27.0 | $ 72.35 | $ 1,953.45 |
| Electrical Engineer | 66.0 | $ 72.35 | $ 4,775.10 |
| Sr. Mechanical Designer | 55.0 | $ 108.69 | $ 5,977.95 |
| Sr. Electrical Designer | 35.0 | $ 108.69 | $ 3,804.15 |
| Mechanical Designer | 5.0 | $ 66.75 | $ 333.75 |
| Electrical Designer | 4.0 | $ 66.75 | $ 267.00 |
| Construction Administration | 8.0 | $ 125.41 | $ 1,003.28 |
| Cadd Draftsman | 169.0 | $ 55.30 | $ 9,345.70 |
| Secretarial | 18.0 | $ 76.05 | $ 1,368.90 |
| | | | |
| | | | |
| | | | |
| * Rate Schedule - 2021 PBC Federal Funded Projects | | | |
| | | | |
| | | | |
| ***JLRD LABOR COSTS*** | | | $35,508.56 |
| | | | |
| | | | |
| **SUBCONTRACT** | | | |
| | | | |
| | | | |

| **EXPENSES** | **Sheets** | **Copies** | **Submittals** | **$/ea.** | |
|---|---|---|---|---|---|
| Reproduction - Dwgs (24" x 36") | 10 | 8 | 3 | $ 1.10 | $ 264.00 |
| Reproduction - Specs (8.5" x 11") | 160 | 8 | 3 | $ 0.10 | $ 384.00 |

| ***SUMMARY*** | |
|---|---|
| ***JLRD DIRECT LABOR*** | $ 35,508.56 |
| ***SUBCONTRACT*** | $ - |
| ***EXPENSES*** | $ 648.00 |
| | |
| **TOTAL PROPOSAL** | $ 36,156.56 |



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**HDR Architecture, Inc** Vendor : VC0000005181

**Palm Tran Bus Wash Replacement Scope of Work**

**January 22, 2026**

## Overview

HDR Architecture, Inc. (HDR) will assist Williamson Design Associates (WDA) in the planning and design of the Palm Tran Bus Wash Replacement Project (Project). The Project is planned for Palm Tran's (Owner) North facility located at 3201 Electronics Way, West Palm Beach, FL 33407.

Owner's current bus wash structure and equipment are no longer meeting their needs and will be replaced with modern, efficient assets, enabling Owner to wash their North Location fleet, daily.

HDR will provide planning, programming, industrial equipment design and cost estimating for the design of the new facility and will support WDA through the construction of the new facility.

Wash system is assumed to be drive-through style with undercarriage wash capabilities.

HDR has assumed a project duration not to exceed 4.5 months for our design scope of services and sixteen months for construction support.

## Task 1: Project Management

The project management task outlines the administrative and managerial efforts needed to successfully execute the project.

This task consists of the following activities:

- Project initiation.
- Monthly invoicing and progress reporting.
- Attend (virtual) project related meetings. HDR assumes one bi-weekly one-hour design team meeting and one monthly one-hour owner meeting.
- Monitor quality assurance / quality control (QA/QC) procedures.
- Monitor project schedule.

### Quality Assurance

- Review of deliverables to be performed by a qualified HDR resource not involved with the project design. Deliverables to be reviewed for quality and accuracy.



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DELIVERABLES:

- Invoices / Monthly progress reports

ASSUMPTIONS:

- Total project duration is assumed to not exceed twenty-one months.

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## Task 2: Conceptual Design (15%) (4-week duration)

HDR will initiate design, provide space needs programming and conceptual bus wash design. The execution of this task will generate wash system technical memo that will be coordinated and agreed upon by the Owner.

### Work Elements

* **Orientation Meeting, Data Collection, and Site Visit**

Develop programming questionnaires to be distributed to Owner Stakeholders and used during programming sessions with Owner staff.

Conduct a virtual, one-hour orientation/kick-off meeting for key Owner staff. Discuss programming questionnaires, discuss programming process, and address issues to support effective participation by key staff.

Review as-built drawings to gain an understanding of current infrastructure limitations and opportunities.

Assist mechanical, electrical, and plumbing engineering team with assessment of current infrastructure to evaluate re-use and identify potential shortcomings related to new wash equipment.

Conduct virtual programming interviews with key Palm Tran staff to stimulate dialogue relating to fleet growth projections and bus wash performance expectations. Duration is expected to be less than four hours.

Review requirements for wash support equipment including accessory washers, vehicle lifts, water re-use/reclamation, and controls.

* **Vehicle Wash System Analysis and Technical Memo**

Develop memo that illustrates bus wash operational procedures, recommended facility, equipment, and infrastructure upgrades and site circulation pattern recommendations. This will be supplemented with a Service Cycle Analysis to validate the wash bay quantity(ies) and service duration. A comparative analysis will be developed for up to two equipment options.

* **Team Meetings**

  Participate in bi-weekly team coordination meetings (one-hour, virtual)

  Participate in monthly Owner meetings (one-hour, virtual)

**Deliverables**

- Programming Questionnaires
- Vehicle Wash System Analysis and Technical Memo delivered electronically via PDF.

**Estimated Travel**

- None

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## Task 3: Design Development (8-week duration)

Upon acceptance of and agreement to deliverables from previous task, HDR will advance the design to the Design Development level.

**Work Elements**

* **Equipment Coordination Guide (50%)**

  HDR will provide an equipment list to be consistent with equipment layouts, review comments, and wash requirements. Equipment list will include manufacturer's pricing.

  Update Cutsheets and Datasheets on maintenance and service equipment, as necessary.

Develop a discipline coordination matrix to provide coordination of HDR specified equipment requirements with architectural, structural, mechanical, electrical, and plumbing disciplines.

* **Equipment Layout Drawings**

Develop initial wash equipment layout drawings on Revit model provided by WDA, which provides an efficient and effective bus wash process. Layouts to include wash equipment and required supporting service equipment.

Develop initial one-line service equipment distribution layout drawings on Revit Model provided by WDA.

* **Coordination**

Coordinate operational and equipment related functional requirements for building systems and components including architectural, structural, mechanical, electrical, plumbing, and human engineering.

Review architectural/engineering design for functional response to program equipment requirements.

* **Cost Estimation**

HDR will provide an AACE Class 3 Estimate at the end of the Design Development Task.

Quantity take-offs and direct cost breakdown of plans and documents provided by WDA.

Definition of indirect costs (staffing, construction equipment, insurance, etc. Time-related elements will be based on a milestone schedule).

The OPCC estimate will incorporate a detailed assessment of engineering design, site productivity, labor wage rate, escalation, fee and other factors which influence the job costs. Installation hours will be based on performance assessments by trade, skill levels and estimated construction equipment usage. Majority of major components/commodity unit costs are based on informal or budget quotes (market/current pricing) but there may be areas where formal quotes are available (typically available for major equipment >$2M and many package bulks).

The cost estimate will be prepared using Sage Estimating Software. Both Summary and detailed reports will be provided.

Estimates will include material pricing and major owned equipment pricing backup as attachments to the estimate. Estimates utilize or reference the latest RS Means pricing as part of the estimate, however, the backup for bulk material pricing is only available upon request and is not a standard attachment to backup pricing.

* **Team Meetings**

  Participate in bi-weekly team coordination meetings (one-hour, virtual)

  Participate in bi-weekly Owner meetings (one-hour, virtual)

**Deliverables**

- Equipment Coordination Guide, including Equipment List, Equipment Cutsheets and Equipment Datasheets, and Design Details
- Preliminary Equipment Layout Drawings
  - General Notes
  - Overall Plan/Site Plan
  - Floor Plan
  - Signage and Striping Plan
  - Sections
  - Enlarged Plan
  - Details
  - Schedules
- Outline Technical Specifications
- General Notes
- AACE Class 3 Cost Estimate

**Estimated Travel**

- None

### Task 4: Construction Documents (100%) (6-week duration)

Upon acceptance of and agreement to deliverables from previous task, HDR will advance the design to the Construction Documents level.

**Work Elements**

- **Equipment Layout Drawings**
  Review layout drawings and equipment list with WDA

Refine wash equipment layout drawings.

Refine Discipline Coordination drawing(s) based on comments received from WDA.

- **Equipment Coordination Guide - Update 2**
  Update equipment list to be consistent with equipment layouts and facility design.

  Develop final cost estimate for equipment.

- **Signage and Striping Drawings**
  Prepare functional and safety signage, graphics, and striping drawings specifically in the Wash Building. HDR will coordinate with WDA on the signage locations and design of the signs.

  Determine the location and type of functional and safety sign required for each area based on the safety related issues relevant for that area.

  Develop drawings that indicate, using a detailed schedule and numbered designations on the drawings, both location and type of sign.

  Indicate the location of safety related floor striping. These areas designate walk areas through work zones and specific safety areas around equipment

  Indicate the location of functional related floor striping required to successfully position busses in the wash bay

  Provide details on type of striping paint, size of stripe, type, and other related details.

- **Equipment Specifications**
  Finalize specifications for approximately 3 maintenance and service equipment items.

- **Cost Estimation**
  HDR will provide an AACE Class 2 Estimate at the end of the Construction Documents Task.

  Quantity take-offs and direct cost breakdown.

  Definition of indirect costs (staffing, construction equipment, insurance, etc. Time-related elements will be based on a milestone schedule).

  The OPCC estimate will incorporate an assessment of engineering design, site productivity, labor wage rate, escalation, fee and other factors which influence the project cost. Installation hours will be based on performance assessments by trade, skill levels and estimated construction equipment usage. Major components/commodity unit costs are based on informal or budget quotes (market/current pricing). There may be areas where formal quotes are available (typically available for major equipment >$2M and many package bulks).



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The final deliverable will include a narrative detailing the scope of work, methodology basis used to prepare the estimate including pricing basis, unit rate basis, schedule basis and indirect cost basis. The layout and content of the Basis of Estimate will be established and can be modified to suit BCR's requirements.

The cost estimate will be prepared using Timberline Estimating Software. Both Summary and detailed reports will be provided.

Estimates will include material pricing and major owned equipment pricing backup as attachments to the estimate as well as subcontractor quotes, shall also be included with the backup data. Estimates utilize HDR National Account Material pricing as part of the estimate, however, the backup for bulk material pricing is only available upon request and is not a standard attachment to backup pricing.

**Coordination**

Coordinate operational and equipment related functional requirements for building systems and components including architectural, structural, mechanical, electrical, plumbing, and human engineering.

Review architectural/engineering design for functional response to program equipment.

**Team Meetings**

Participate in bi-weekly team coordination meetings (one-hour, virtual)

Participate in bi-weekly Owner meetings (one-hour, virtual)

**Deliverables**

- Equipment Layout Drawings
  - General Notes
  - Overall Plan/Site Plan
  - Floor Plan
  - Signage and Striping Plan
  - Sections
  - Enlarged Plan
  - Details
  - Schedules
- Equipment Coordination Guide, including Equipment List, Equipment Cutsheets and Equipment Datasheets, and Design Details
- Technical Specifications



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- AACE Class 2 Cost Estimate

**Estimated Travel**

- None

## Task 5: Bid Support

HDR will assist WDA with confirmation that the wash equipment is bid as specified.

**Deliverables**
- Written clarification of design and specification intent as necessary.

**Estimated Travel**

- None

## Task 6: Construction Administration Services

HDR will provide support to WDA during construction to confirm that the equipment is installed as specified.

**Construction Phase Visits**
- Participate (virtual) in the preconstruction meeting.
- Make up to one on-site review during construction to review progress relating to functional and equipment issues.

**Requests for Information**
- Assist in the review of functional equipment issues during construction. (Approximately 10 RFI)

**Shop Drawings**
- Review (up to 3) equipment shop drawings for conformance to the contract documents.

**Punch List**
- Make one on-site visit, upon substantial project completion, for development of final punch list.

**Record Drawings**
- Collect Contractor record as-builts of the significant changes on the work which deviates from that as shown on the drawings. HDR's drawings must be redlined directly, including

RFI's and change orders; shop drawings or other field drawings cannot be submitted as a substitute.

- Update the original electronic drawings and prepare a set of record drawings.
- Submit record drawings in electronic format to WDA.

**Deliverables**

- Observation report
- Written clarification of design and specification intent as necessary.
- Punch list based on equipment and functional issues identified during final walk-through of facilities.
- Record Drawings

**Estimated Travel**

- One day for one person during construction to review progress relating to functional and equipment issues.
- One person for one day, near completion of construction to conduct walk through of the wash facility.

- **Overview**

- Our cost proposal is based on this Scope of Services dated January 22, 2026. We are flexible regarding modifications to the Scope in order to address WDA specific requirements.

- HDR proposes a total lump sum fee of $110,000 for labor plus $3,000 (NTE) for reimbursable expenses to perform the proposed Scope of Services.

We sincerely appreciate the opportunity to earn your confidence in our team. We look forward to continuing our professional relationship with the proposal above. Please let us know if you have any questions.

Sincerely,

Drazen Ahmedic, AIA, CGC
Managing Principal/Vice President

**hdrinc.com** 4830 West Kennedy Blvd, Suite 400, *Architectural Services provided, No. AAC000457, Tampa, FL 33609-2548
(813) 282-2300

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**FEE SCHEDULE**

| | | Billable Rates | |
|---|---|---|---|
| **Personnel Classification** | **Rate (DL)** | **Current Year (2026)** | **3% Escalation (1/1/27)** |
| Managing Principal | $124.24 | $442.61 | $455.88 |
| Sr. Project Manager | $96.57 | $344.03 | $354.35 |
| Sr. Facility Designer | $65.76 | $234.27 | $241.30 |
| Facility Designer | $42.68 | $152.05 | $156.61 |
| EQ QC | $102.66 | $365.73 | $376.70 |
| Project Support | $29.92 | $106.59 | $109.79 |
| Project accountant | $60.70 | $216.24 | $222.73 |
| Q/QS Seal | $82.16 | $292.70 | $301.48 |
| Cost Estimating | $92.32 | $328.89 | $338.76 |

**LABOR BREAKDOWN**

| **Personnel Classification** | **Hours** | **Bill Rate** | **Labor Cost** |
|---|---|---|---|
| Managing Principal | 6.0 | $442.61 | $2,655.63 |
| Project Manager | 30.0 | $344.03 | $10,320.92 |
| Sr. Facility Designer | 70.0 | $234.27 | $16,060.08 |
| Facility Designer | 268.0 | $152.05 | $40,748.73 |
| EQ QC | 24.0 | $365.73 | $8,777.43 |
| Project Support | 70.0 | $106.59 | $7,461.30 |
| Project accountant | 24.0 | $216.24 | $5,189.85 |
| Q/QS Seal | 8.0 | $292.70 | $2,341.56 |
| Cost Estimating | 50.0 | $328.89 | $16,444.50 |
| **Total Labor** | **550** | **-** | **$110,000.00** |
| Total Expenses | - | - | $3,000.00 |
| **Total Fee** | - | - | **$113,000.00** |

**Budget Proposal Spreadsheet**
**Williamson Design Associates**
**Palm Tran Bus wash Replacement**

| Name of Staff Performing Under Title | Managing Principal D. Ahmedic | Sr PM E. Kane | Sr Facility Designer A. Roy | Facility Designer Strickland | EQ QC S. Colominas | Project Support J. Thomas | Project Accountant L. Currin | Q/QS Seal J. Green | Cost Estimating Kirk Alloway | HDR Labor Total | Expenses | Subconsultant |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Contract Billing Rate** | $ 442.61 | $ 344.03 | $ 234.27 | $ 152.05 | $ 365.73 | $ 106.59 | $ 216.24 | $ 292.70 | $ 328.89 | | | |
| **Task 1 - Project Management** | | | | | | | | | | | | |
| Project Initiation | 1 | 4 | | | | 4 | | | | 2,245.09 | | |
| Monthly Invoicing/Maintenance | | 4 | | | | | 22 | | | 6,133.49 | | |
| QA/QC | | 4 | | | | | | | | 1,378.12 | | |
| **Task 2 - 15% Conceptual Design (4 Week Duration)** | | | | | | | | | | | | |
| Orientation Meeting | | | 2 | 8 | | | | | | 1,684.92 | | |
| Data Collection | | | 2 | 8 | | | | | | 1,684.92 | | |
| Technical Memo | | | 2 | 12 | | 12 | | | | 3,572.19 | | |
| Meetings | 1 | 2 | 2 | 8 | | 2 | 2 | | | 3,461.25 | | |
| QC | | 2 | 2 | 8 | 8 | | | 2 | | 5,884.18 | | |
| **Task 3 - 50% Design Development(8 Week Duration)** | | | | | | | | | | | | |
| Equipment Coorination Guide | | | 2 | 18 | | 8 | | | | 4,058.12 | | |
| Equipment Layout Drawings | | | 8 | 22 | | | | | | 5,219.21 | | |
| Technical Specifications | | | 2 | 8 | | 12 | | | | 2,984.00 | | |
| Coordination | | | 2 | 12 | | | | | | 2,293.11 | | |
| Cost Estimation | | | | | | | | | 30 | 9,866.70 | | |
| Meetings | 2 | 4 | 2 | 4 | | 2 | | | | 3,551.24 | | |
| QC | | 2 | 4 | 12 | 8 | | | 2 | | 6,960.91 | | |
| **Task 4 - 100% Construction Documents (6 Week Duration)** | | | | | | | | | | | | |
| Equipment Layout Drawings | | | 4 | 16 | | | | | | 3,369.84 | | |
| Signage and Striping Drawings | | | 2 | 8 | | | | | | 1,684.92 | | |
| EQ Coordination Guide #2 | | | 2 | 12 | | 4 | | | | 2,719.47 | | |
| Technical Specifications | | | 8 | 18 | | 24 | | | | 7,169.18 | | |
| Coordination | | | 4 | 12 | | | | | | 2,761.65 | | |
| Cost Estimation | | | | | | | | | 20 | 6,577.80 | | |
| Meetings | 2 | 4 | 1.5 | 4 | | 2 | | 2 | | 4,136.63 | | |
| QC | | 2 | 4 | 12 | 8 | | | 2 | | 6,960.91 | | |
| **Task 5 - Bid Support (8 Week Duration)** | | | | | | | | | | | | |
| | | 2 | 2 | 4 | | | | | | 1,764.79 | | |
| **Task 6 - Construction Administration Services (12 Month Duration)** | | | | | | | | | | | | |
| Construction Observation Site Visit | | | 4 | 12 | | | | | | 2,761.65 | | |
| RFI and Shop Drawing Review | | | 4 | 26 | | | | | | 4,890.32 | | |
| Punch List | | | 2 | 16 | | | | | | 2,901.30 | | |
| Record Drawings | | | 2 | 8 | | | | | | 1,684.92 | | |
| **Task G - Bid Documents** | | | | | | | | | | | | |
| **Total Labor Hours per Team Member** | 6 | 30 | 68.5 | 268 | 24 | 70 | 24 | 8 | 50 | $ 110,000 | $ 3,000 | $ - |
| **Total Labor Charges per Team Member** | $ 2,656 | $ 10,321 | $ 16,060 | $ 40,748 | $ 8,777 | $ 7,461 | $ 5,190 | $ 2,342 | $ 16,445 | | | |

**Direct Costs / Expenses**

| | | | | | | |
|---|---|---|---|---|---|---|
| Construction Observation Site Visit | Hours | 550 hours | x | $ - $/hr | | |
| Punch List | Flights | 2 | x | $ 922.000 | | $ 1,844 |
| | Lodging | 4 nights | x | $ 150.00 $/night | | $ 600 |
| | Meals | 4 meals | x | $ 80.00 $/day | | $ 320 |
| | Copies/Photocopies | | | | | $ - |
| | Printing (Large Format) | | | | | $ - |
| | Postage / Public Notices | | | | | $ - |
| | Postage CRRR | | | | | $ - |
| | Rental Car | 4 days | | $ 50.00 $/day | | $ 200 |
| | Miscellaneous | Packets | | | | $ - |
| | Gas | 12 gallons | x | $ 3.00 $/gal | | $ 36 |
| | Venue Rental | days | x | $/day | | $ - |
| | | | | *Expenses Subtotal* | | *$ 3,000* |
| | | | | TOTAL FEE | | $ 113,000 |

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

November 4, 2025

Peter Thomson, Architect
Senior Project Architect
Williamson Design Associates
851 Broken Sound Parkway, Suite 133
Boca Raton, FL 33487
*(Via email: jwells@wda.biz)*

**RE: Professional Civil Engineering Services**
**Bus Wash at the Palm Tran North Location**
**West Palm Beach, Florida**
**Engenuity Group, Inc. Project No. 19128.25**

Dear Mr. Thomson:

We are pleased to offer this proposal to render Professional Civil Engineering services in connection with Palm Tran Bus Wash located at 3201 Electronics Way, West Palm Beach, FL (hereinafter called the 'Project'). Our proposal is based on your October 30, 2025, email and attachments.

Our services will consist of Construction Documents, Permitting, and Construction Phases Services, all as set forth in Exhibit "A" which is attached to this letter.

Our services as set forth in Exhibit "A" will be provided for a lump sum of **$19,125.66** based on the following distribution of compensation:

| | |
|---|---|
| **A. Construction Documents and Permitting** | **$15,294.06** |
| **B. Construction Phase Services** | **$ 3,831.60** |

**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.

**Invoicing and Payment**
Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the



1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.832.9390 WWW.ENGENUITYGROUP.COM

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amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

**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,

Adam C. Swaney, P.E.
Director of Engineering

Approved by:

Lisa Tropepe, P.E.
Vice President



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**Authorization:** Professional Civil Engineering Services
Bus Wash at the Palm Tran North Location
West Palm Beach, Florida
Engenuity Group, Inc. Project No. 19128.25

**By:** _____ **Date:** _____
(Name & Title)

**For:** _____
(Name of Company)

**Contract Amount:** $19,125.66

I am _____ I am not _____The Owner of the Property

**The Property Owner Is:** _____

**Address:** _____

_____

**Email:** _____

**Telephone:** _____

**Fax:** _____

# EXHIBIT "A"

**Bus Wash at the Palm Tran North Location**
**West Palm Beach, FL**
**Engenuity Group Project No. 19128.25**

**ENGINEER'S SERVICES:**

**A1.01 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.

**A1.02 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
2. City of WPB Engineering Department

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.

**A1.03 This proposal does *NOT* include the following:**

A. The design of any major off-site roadway improvements.

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

C. Boundary, Topographic, Platting, construction layout survey, or Record Drawings of completed work. A complete topographic survey has been previously completed for the entire Palm Tran site by Engenuity Group and will be utilized on this project.



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D. Design of electrical, mechanical, structural or plumbing systems.

E. Design of landscaping, irrigation, and lighting.

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

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

H. Geotechnical Analysis.

**A1.04 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 three (3) 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
2. City of West Palm Beach 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 (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.

# Exhibit B
# Civil Engineering Fee Breakdown
# Bus Wash at the Palm Tran North Location

**Engenuity Group Project No. 19128.25**

| | Description | Dept. Director | Project Manager | Project Engineer | AutoCAD Tech | Sr. Admin. Assist. |
|---|---|---|---|---|---|---|
| | **Hourly Rate** | **$147.09** | **$133.68** | **$115.38** | **$112.50** | **$99.00** |
| | | | | | | |
| | **Construction Documents** | | | | | |
| 1 | Coordination Meetings | 2.00 | 2.00 | 4.00 | | |
| 2 | Civil Design | 2.00 | 4.00 | 8.00 | | |
| 3 | Civil Drawings | | 4.00 | 16.00 | 40.00 | 4.00 |
| 4 | Specifications | | 4.00 | 8.00 | | |
| 5 | Drainage Calculations | | | | | |
| 6 | Opinion of Cost | | | 3.00 | | |
| 7 | Permitting | | 4.00 | 12.00 | | 4.00 |
| 8 | Quality Control Review | 4.00 | 4.00 | | | |
| 9 | | | | | | |
| | | | | | | |
| | **Labor Hours** | 8.00 | 22.00 | 51.00 | 40.00 | 8.00 |
| | **Labor Cost** | **$ 1,176.72** | **$ 2,940.96** | **$ 5,884.38** | **$ 4,500.00** | **$ 792.00** |
| | **Other Direct Costs** | | | | | **$ -** |
| | **Consultant Costs** | | | | | **$ -** |
| | **Total Fee (Design and Permitting)** | | | | | **$ 15,294.06** |
| | | | | | | |
| | | | | | | |
| | **Construction Phase** | | | | | |
| 1 | Preconstruction Conference | | 2.00 | 2.00 | | |
| 2 | Field Observations | | | 9.00 | | 3.00 |
| 3 | Engineer's Site Visits | | | | | |
| 4 | Clarifications and Interpretations | | | 1.00 | | |
| 5 | Change Orders | | | 1.00 | | |
| 6 | Shop Drawings | | | 2.00 | | |
| 7 | Testing Review | | | 1.00 | | |
| 8 | Pay Application Review | | | 2.00 | | |
| 9 | Closeout Documents | | | 2.00 | | |
| 10 | Record Drawing review | | | 2.00 | | |
| 11 | Certifications | | 2.00 | | | |
| 12 | Substantial Completion Walkthrough | | | 2.00 | | |
| 13 | Final Walkthrough | | | 2.00 | | |
| | | | | | | |
| | **Labor Hours** | 0.00 | 4.00 | 26.00 | 0.00 | 3.00 |
| | **Labor Cost** | **$ -** | **$ 534.72** | **$ 2,999.88** | **$ -** | **$ 297.00** |
| | **Other Direct Costs** | | | | | **$ -** |
| | **Consultant Costs** | | | | | **$ -** |
| | **Total Fee (Construction)** | | | | | **$ 3,831.60** |
| | **TOTAL LUMP SUM FEE** | | | | | **$ 19,125.66** |



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January 15, 2026

Williamson Design Associates
851 Broken Sound Parkway, Suite 133
Boca Raton, FL 33487
Attn: Ms. Jessica Wells, AIA, Studio Director, South Florida
email: jwells@wda.biz

**RE: Geotechnical Proposal for Palm Tran**
**Bus Wash Facility**
**West Palm Beach, Florida**
**TSFGeo Proposal No. 2601-024**

Dear Jessica:

Per your request, **TIERRA SOUTH FLORIDA, Inc. (TSFGeo)** is pleased to submit this proposal for providing geotechnical services for the Palm Tran Facility, in West Palm Beach, Florida. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

## PROJECT INFORMATION

We understand the proposed construction plans will be created to replace the existing truck wash facility.

## PROPOSED SCOPE OF WORK

The proposed exploration is summarized in Table 1.

| Table 1 – Proposed Field Testing | |
|---|---|
| **Improvement Area** | **Proposed Services** |
| Supporting Soils | Two (2) Standard Penetration Test (SPT) borings to 20 feet. |

Proposed locations are noted on the attached Boring Location Plan. **It is our understanding that the field work will be performed in the daytime and site access will be coordinated by the Client prior to our mobilization.**

Boring locations will be located in the field by our personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities.

**Our proposal assumes that utility lines will be located in the field by others prior to mobilization of the drill rig, if the Florida 811 Utility System does not clear the site. TSFGeo will recommend a utility line locating service upon request.**

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the information noted below in Table 2.

**Table 2 – Report to Include**

| Technical Area | Description of Report Items |
|---|---|
| General | - Summary of USDA Soil Information for the project area<br>- Soil Profiles<br>- Boring Location Plan<br>- Results and Summary data for Laboratory Testing |
| Foundations | - Recommendations for Shallow Foundation Bearing Capacity<br>- Estimate of settlement and differential settlement<br>- Discussion of issues that may affect the foundations.<br>- Details for Compaction |
| Slabs | - Subgrade Modulus<br>- Details for Compaction |

## LUMP SUM ESTIMATE

It is proposed that the fee for the performance of the services outlined above is determined on a Lump Sum basis with a total fee of **$7,295.00.**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| I. | **FIELD INVESTIGATION** | | | | | | |
| | Mobilization of Men and Equipment | | | | | | |
| | Truck-Mounted Equipment | Trip | 1 | $ | 1500.00 | $ | 1,500.00 |
| | Suppport Vehicle | Trip | 1 | $ | 150.00 | $ | 150.00 |
| | Standard Penetration Test Borings | | | | | | |
| | 0 - 50 ft depth | L.F. | 40 | $ | 14.00 | $ | 560.00 |
| | Grout-Seal Boreholes | | | | | | |
| | 0 - 50 ft depth | L.F. | 40 | $ | 7.00 | $ | 280.00 |
| | Casing Allowance | | | | | | |
| | 0 - 50 ft depth | L.F. | 40 | $ | 8.00 | $ | 320.00 |
| II. | **LABORATORY TESTING** | | | | | | |
| | Visual Examination by Staff Engineer | Hour | 2 | $ | 115.00 | $ | 230.00 |
| | Natural Moisture Content Tests | Test | 2 | $ | 20.00 | $ | 40.00 |
| | Full Grain-Size Analysis - (8 sieves) | Test | 2 | $ | 75.00 | $ | 150.00 |
| | Grain-Size Analysis - Single Sieve | Test | 2 | $ | 25.00 | $ | 50.00 |
| | Organic Content Tests | Test | 2 | $ | 50.00 | $ | 100.00 |
| | **FIELD ENGINEERING AND TECHNICAL SERVICES** | | | | | | |
| | Sr. Engineering Technician | Hour | 10 | $ | 85.00 | $ | 850.00 |
| | **ENGINEERING AND TECHNICAL SERVICES** | | | | | | |
| | Senior Geotechnical Engineer | Hour | 3 | $ | 195.00 | $ | 585.00 |
| | Engineer, P.E. | Hour | 12 | $ | 175.00 | $ | 2,100.00 |
| | Draftperson | Hour | 4 | $ | 95.00 | $ | 380.00 |
| | **TOTAL FEE FOR GEOTECHNICAL SERVICES** | | | | | **$** | **7,295.00** |

Our fee covers the work needed to present our findings and recommendations in a formal report, as described above. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences, and any other work requested after the submittal of our report.

## SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take 1 day to complete, weather permitting. The written report can generally be submitted within two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

AM

Respectfully submitted,
**TSFGeo**

Harmon C. Bennett, P.E.
Principal Engineer

Raj Krishnasamy, P.E.
President

Attachments: General Conditions
Boring Location Plan

| AUTHORIZED BY: | INVOICE TO: |
|---|---|
| Name: | Firm: |
| Title: | Name: |
| Date: | Address: |
| | Phone : |

# Boring Location Plan



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

## CONFLICT OF INTEREST DISCLOSURE FORM

**PROJECT Palm Tran North Bus Wash Equipment Replacement**

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:

Not Applicable

(Attach additional sheets as needed.)

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

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

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

**THIS DISCLOSURE** is submitted by Charles Gableman (Name of Individual), as President (Title/Position), of JLRD Consulting Engineers (Firm Name of Consultant)

Johnson, Levinson, Ragan, Davila, Inc.

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

Charles C. Gableman
(Signature)

11-10-2025
(Date)

# PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT: Palm Tran North Depot - Bus Wash Replacement

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

Signature

06/04/2026

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:

N/A

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) **Raj Krishnasamy, P.E.**, as (Title/Position:) **President** of (Name of Firm:) **Tierra South Florida, Inc.** who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

9/28/2021

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 16:09:34 -04'00'

Signature

10/8/2021

Date

# ATTACHMENT #4

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Consultant:** | **Williamson Dacar Associates, Inc. d/b/a Williamson Design Associates** | | | | | **Total:** | **$2,841,516.33** | **$0.00** | **0.00%** | | **0.00%** |
| **FEIN NO:** | **59-3231388** | | | | | | | | | | |
| **Contract Award Date:** | **5/17/2022** | | | | | | | | **DBE Goal:** | **TBD** | |
| **Resolution Number:** | **R2022-0486** | | | | | | | | | | |
| **Annual Type:** | ***Continuing Architectural Services - FEDERAL*** | | | | | | | | **Monitored By: CID** | | |
| **Expiration Date:** | **16-May-2027** | | | | | | | | | | |
| **Renewal Options:** | **3 - 1 yr renewals** | | | | | | | | | | |

| Prefix | CSA# | Amount | DBE Amount | Requested By | Request Date | Project# | Project Name | Services | Approved | Appr'd By | DBE% |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | *Original Contract* | *Architectural Service_Federal* | *05/17/22* | | |
| | | | | | | | *Amendment 1(R2024-0437) 1st Contract Extension* | *Extended to May 16, 2025* | *05/07/24* | *BCC* | |
| | | | | | | | *Amendment 2(R2025-0790) 2nd Contract Extension* | *Extended to May 16, 2026* | *06/10/25* | *BCC* | |
| | | | | | | | *Amendment 3(R2026-0530) 3rd Contract Extension* | *Extended to May 16, 2027* | *05/05/26* | *BCC* | |
| | 1 | $4,644.35 | $0 | Rocky Roque | 11-Apr-22 | 2021-051868 | Asbestos Survey - 3 Pre-Demolition Homes 2423 Westgate, 2426 & 2428 Cherokee Avenue | Asbestos Identification Surveys | 07/22/22 | DIR | 0.00% |
| | 2 | $66,182.39 | $0 | Michael Tubiolo | 18-Aug-22 | 2022-045438 | Infill Housing Protype | Design and construction documents for Infill Housing - Prototype Design | 10/03/22 | CRC | 0.00% |
| | 3 | $45,605.00 | $0 | Niri Maharajh | 21-Mar-23 | 2022-005557 | High Ridge Family Center Generator | Design, construction document preparation, bidding and construction administration services | 04/24/23 | DIR | 0.00% |
| 1 | 2 | $20,154.86 | $0 | David Hawke | 4-Apr-23 | 2022-045438 | Infill Housing Protype | Survey and geotechnical services | 05/05/23 | DIR | 0.00% |
| | 4 | $119,388.53 | $0 | Marc Hartley | 2-Jun-23 | 2022-017144 | Belle Glade Palm Tran | Design, bidding, permitting and construction administration phase services | 10/03/23 | BCC | 0.00% |
| | 5 | $16,896.86 | $0 | Marc Hartley | 15-Aug-23 | 2022-045047 | North Palm Tran Air Compressors | Design, bidding, and construction administration phase services | 01/19/24 | DIR | 0.00% |
| | 6 | $235,808.00 | $0 | Marc Hartley | 23-Aug-23 | 2023-027831 | Palm Tran Bus Stop Improvements | Design, bidding and construction admistration for 49 bus stop improvements | 03/05/24 | BCC | 0.00% |
| 1 | 3 | $4,998.10 | $0 | Chris Vacca | 22-Sep-23 | 2022-005557 | High Ridge Family Center Generator | Additional services for Geotech services | 11/17/23 | DIR | 0.00% |
| 1 | 4 | $3,457.00 | $0 | Marc Hartley | 14-Feb-24 | 2022-017144 | Belle Glade Palm Tran | Additional services - revise video transport protocol | 04/09/25 | DIR | 0.00% |
| 2 | 2 | $5,500.00 | $0 | David Hawke | 17-Apr-24 | 2022-045438 | Infill Housing Protype | Additional services for code required land and irrigation design and construction documents | 06/14/24 | DIR | 0.00% |
| 1 | 5 | $2,846.00 | $0 | Marc Hartley | 25-Sep-24 | 2022-045047 | Palm Tran North Air Compressor | Additional services for metering | 04/09/25 | DIR | 0.00% |
| 2 | 5 | $23,185.00 | $0 | Marc Hartley | 25-Sep-24 | 2022-045047 | Palm Tran North Air Compressor | Design services to change roll up doors to motorized | 04/09/25 | DIR | 0.00% |
| | 7 | $111,983.10 | $0 | Ben Carroll | 29-Oct-24 | P-2025-000053 | Glades Pioneer Park -Orange Bowl Phase 3- Plaza and Pavilion | Design Services for the pavilion building and foundation | 07/23/25 | CRC | 0.00% |
| | 8 | $15,009.29 | $0 | Marc Hartley | 13-Nov-24 | 2023-045219 | Palm Tran Bus Stop #3052 Relocation | Design Services for relocation of bus stop #3052 | 05/13/25 | DIR | 0.00% |
| | 9 | $96,059.60 | $0 | Fernando Del Dago | 21-Mar-25 | 2024-016422 | Palm Tran North Facility - Inground Diesel Fuel Tanks Replacement | Design, bidding and construction admistration for 2 fuel tanks | 05/07/25 | DIR | 0.00% |
| | 10 | $87,809.42 | $0 | Fernando Del Dago | 21-Mar-25 | 2024-018299 | Palm Tran South Facility - Inground Diesel Fuel Tanks Replacement | Design, bidding and construction admistration for 2 fuel tanks | 05/07/25 | DIR | 0.00% |
| | 11 | $321,686.07 | $0 | Marc Hartley | 25-Mar-25 | P-2025-000027 | Palm Tran Countywide - New Bus Shelters | Design, bidding, permitting and construction administration phase services | 08/19/25 | BCC | 0.00% |
| | 12 | $1,083,805.52 | $0 | Marc Hartley | 25-Mar-25 | P-2025-000028 | Palm Tran Countywide - Bus Stop Improvements | Site survey, evaluation of existing conditions and design | 08/19/25 | BCC | 0.00% |
| | 13 | $146,579.88 | $0 | Marc Hartley | 25-Mar-25 | P-2025-000029 | Palm Tran Countywide - Bus Shelter Replacements | Site survey, evaluation of existing conditions and design | 08/19/25 | BCC | 0.00% |
| | 14 | $23,647.56 | $0 | Terry Hearn | 29-Apr-25 | P-2025-000030 | Haverhill Park Basketball Court Lighting | Design, bidding, permitting and construction administration phase services to install LED lighting | 06/04/25 | DIR | 0.00% |
| 2 | 3 | $2,222.25 | $0 | Chris Vacca | 21-Nov-25 | 2022-005557 | High Ridge Family Center Generator | Additional services for Geotech services | 02/19/26 | DIR | 0.00% |
| 1 | 10 | $8,617.18 | $0 | Marc Hartley | 22-Jan-26 | 2024-018299 | Palm Tran South Facility - Inground Diesel Fuel Tanks Replacement | additional survey need for boundary and topographic determination of fuel tank | 04/03/26 | DIR | 0.00% |
| 1 | 9 | $51,635.27 | $0 | Alisua Masmela | 2-May-26 | 2024-016422 | Palm Tran North Facility - Inground Diesel Fuel Tanks Replacement | Design, bidding and construction admistration for 2 fuel tanks | 06/05/26 | DIR | 0.00% |
| 3 | 5 | $8,513.93 | $0 | Alisua Masmela | 28-May-26 | 2022-045047 | North Palm Tran Air Compressors | additional design bidding and construction administration services | 07/23/26 | DIR | 0.00% |
| 2 | 10 | $20,302.50 | $0 | Alisua Masmela | 29-May-26 | 2024-018299 | Palm Tran South Facility - Inground Diesel Fuel Tanks Replacement | additional design bidding and construction administration services | 07/23/26 | DIR | 0.00% |
| | 15 | $314,978.67 | $0 | Alisua Masmela | 21-Jul-26 | P-2026-000085 | Palm Tran North Bus Wash and Canopy Replacement | additional design bidding and construction administration services | Pending | BCC | 0.00% |
| | | | | | | | | | | | #DIV/0! |
| | | | | | | | | | | | #DIV/0! |
| | | | | | | | | | | | #DIV/0! |
| | | | | | | | | | | | #DIV/0! |
| | | | | | | | | | | | #DIV/0! |
| | | | | | | | | | | | #DIV/0! |
| | **Total:** | **$2,841,516.33** | **$0** | | | | | | | | **0.00%** |

ATTACHMENT #5

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2026

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

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

| | |
|---|---|
| **PRODUCER**<br>Town & Country Insurance Agency<br>1525 Herbert St. Ste 106<br>Port Orange FL 32129 | **CONTACT NAME:** Jason Prospect<br>**PHONE (A/C, No, Ext):** 386 767 0147 **FAX (A/C, No):** 386 767 5075<br>**E-MAIL ADDRESS:** jprospect@townco1.com |
| **INSURED**<br>Williamson Dacar Associates Inc. d/b/a<br>Williamson Design Associates<br>2605 Enterprise Rd, E, Suite 200<br>Clearwater, FL 33759 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>INSURER A : HARTFORD INSURANCE COMPANY 29459<br>INSURER B : HARTFORD INSURANCE COMPANY 00914<br>INSURER C : ADMIRAL INSURANCE COMPANY 20443<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | X | | 21SBTY4564 | 09/24/2026 | 09/24/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | 21SBTY4564 | 09/24/2026 | 09/24/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 21SBTY4564 | 09/24/2026 | 09/24/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 21WECAC1LPE | 01/01/2026 | 01/01/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | PROFESSIONAL LIABILITY | | | EO000067095-02 | 09/14/2026 | 09/14/2027 | EACH CLAIM<br>AGGREGATE | 5,000,000<br>5,000,000 |

**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.

**AUTHORIZED REPRESENTATIVE**

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**ATTACHMENT #6**

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**
**Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Williamson Dacar Associates Inc., dba: Williamson Design Associates, Inc (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

(signature of officer or representative)

Ted Dunbar Williamson, II President
(printed name and title of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 12 day of February 2025, by [redacted].

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

ALLISON TAYLOR
MY COMMISSION # HH 509505
EXPIRES: February 2, 2029

(Notary Seal)