

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 16, 2023

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

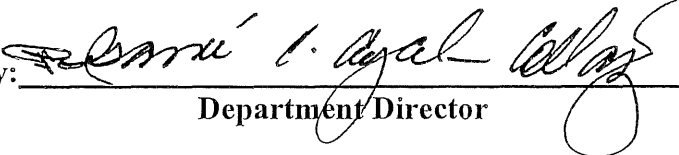
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Consultant Services Authorization (CSA) No. 10 to the project specific contract (R2019-1586) with Song & Associates, Inc. (Consultant) in the amount of \$38,280 for the Supervisor of Elections Production Facility (SOE) project.

Summary: On October 8, 2019, the Board of County Commissioners (Board) approved the project specific contract (R2019-1586) with the Consultant to provide professional services for the SOE project. CSA No. 10 authorized additional professional services which include storm water pollution prevention plan inspection services in the amount of \$38,280. In accordance with Policy and Procedure Memorandum (PPM) CW-F-050, when the cumulative value of changes or additional work exceeds the greater of \$250,000 or 5% of the original contract value (Threshold Amount), then an agenda item notifying the Board of the item that puts the cumulative value in the excess category must be presented as a receive and file. The cumulative value of CSAs, including CSA No. 10, totals \$360,014. This agenda item is being submitted to notify the Board that the cumulative value of additional work is in excess of the \$250,000 Threshold Amount established by PPM CW-F-050. The solicitation for the design professional was advertised on June 9, 2019 pursuant to the requirements of the Equal Business Opportunity (EBO) Ordinance. The contract was presented to the Goal Setting Committee on May 15, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of a minimum mandatory 20% Small Business Enterprise (SBE) participation and an SBE evaluation preference for the selection. The Consultant committed to achieving an SBE goal of 80%. There is no SBE participation on this CSA. Cumulative SBE participation on the contract is 81.96%. The Consultant is a Palm Beach County Business. Funding for this project is from 51.05M NAV Pub Imp Rev Bonds, 21A, CP, SOE Bldg. Fund. **(Capital Improvements Division) District 7 (MWJ)**

Background and Justification: The design professional was selected on September 6, 2019, pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055. CSA No. 10 authorized additional professional services which include storm water pollution prevention plan inspection services in the amount of \$38,280. To date, the Threshold Amount for additional work totals \$360,014. This value exceeds the cumulative limits established in PPM CW-F-050, thus requiring a notification to the Board via a receive and file item.

Attachment:
CSA No. 10

Recommended by:  4/28/23
Department Director Date

Approved by:  5/8/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$38,280	\$ _____	_____	_____	_____
Operating Costs	_____	\$ _____	\$ _____	\$ _____	\$ _____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$38,280	\$ _____	\$ _____	\$ _____	\$ _____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: **Fund 3080 Dept 411 Unit B652 Object 6505**

PROFESSIONAL SERVICES	\$38,280.00
STAFF COST	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$38,280.00

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

Funding for this project is from 51.05M NAV Pub Imp Rev Bonds, 21A, CP, SOE Bldg. Fund.

C. Departmental Fiscal Review: Robert Eric McCallan
RAM

III. REVIEW COMMENTS:

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

Lucy Mante 4/24/2023
 OFMB QA 4/24 *ESW*
 4-24-23

[Signature]
 Contract Administrator
4/25/23

B. Legal Sufficiency:

[Signature] *5/4/23*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**CONSULTANT SERVICES AUTHORIZATION #10
SONG & ASSOCIATES, INC.**

**SUPERVISOR OF ELECTIONS PRODUCTION FACILITY
PROJECT NO. 19216
DISTRICT NO. 7**

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 10 to the Contract dated 10/08/19 (R2019-1586) (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: SONG & ASSOCIATES, INC., whose Federal Tax ID# is 65-0848859.

2. History:

<u>CSA No.</u>	<u>Amount</u>	<u>Approval Date / Authority</u>
CSA No. 1	\$94,375	11/5/19 / DIR
CSA No. 2	\$79,000	06/17/20 / CRC
CSA No. 3	\$2,861,338	08/25/20 / BCC (R2020-1194)
CSA No. 4	\$9,368.00	01/19/22 / DIR
CSA No. 5	\$42,410.00	03/29/22 / DIR
CSA No. 6	\$76,807.00	04/13/22 / CRC
CSA No. 7	\$5,716.00	05/24/22 / DIR
CSA No. 8	\$4,092.00	07/13/22 / DIR
CSA No. 9	\$9,966.00	Pending DIR

3. Services completed to date: CSA No. 1 authorized a Comparative Study to either relocate the new production facility to the County's Cherry Rd. Complex alone versus co-locating the main office and the Production facility to the Cherry Rd. Complex. CSA No. 2 authorized conceptual site plan development and conceptual architectural design for combined Supervisor of Elections Facility. CSA No. 3 authorized DRO Approval, Geotechnical Exploration, Schematic Design, Design Development, Construction Documents, Bidding/Negotiation Assistance, Permitting and Construction administration phase services. CSA No. 4 authorized additional design services to add an off-site turn lane on Cherry Road. CSA No. 5 authorized special inspection services. CSA No. 6 authorized sampling/laboratory testing and construction materials testing services. CSA No. 7 authorized additional design services to add a parking lot with circulation paths and associated drainage. CSA No. 8 authorized include fire spray inspection services. CSA No. 9 authorized additional design services necessary for changes to the 2nd floor training room spaces and affected corridors requested by the Supervisor of Elections office.

4. Description of Services to be provided by Consultant: Professional services shall include Stormwater Pollution Prevention Plan Inspection Services, as detailed on the attached proposal dated August 16, 2022. 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 **\$38,280.00.**

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

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

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

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

E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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".

Project Name: Supervisor of Elections Production Facility
Project Number: 19216

10. EBO Program: The API established for this contract is a mandatory minimum of 20% SBE participation. The consultant has committed to an 80% S/W/MBE participation. SBE participation for this CSA is 0%. When added to the Consultant's participation to date, the resulting SBE participation is 81.96%.

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Project Name: Supervisor of Elections Production Facility
Project Number: 19216

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

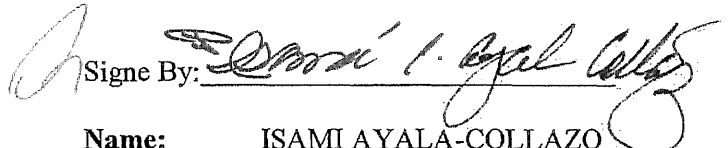
**CONSULTANT: SONG &
ASSOCIATES, INC.**

**Palm Beach County, a political subdivision
of the State of Florida, Board of County
Commissioners, By Director, Facilities
Development & Operations**

Signed By: 


Name: Robert Castrovinci, AIA, NCARB
Title: Principal

Date: Sept. 28, 2022

Signe By: 

Name: ISAMI AYALA-COLLAZO
Title: Director, Facilities
Development & Operations

Date: 12/7/22

Attest:

FDO Fiscal



August 16, 2022

Rich Avery, Project Manager
Palm Beach County Facility Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Stormwater Pollution Prevention Plan (SWPPP) Inspection Services
Supervisor of Elections Production Facility (PBC #19216)
Professional Services Additional Fee Amendment CSA #10

Dear Mr. Avery:

Song + Associates, Inc. respectfully requests approval of this Additional Service for Stormwater Pollution Prevention Plan Inspection Services for the PREX 19216 Supervisor of Elections Production Facility located at the County's Cherry Road Complex. This is a requirement of the Contractor's project qualifications which they are not certified to perform. Our current consultant Terracon Consulting, Inc. is certified; therefore, the County has requested that Song + Associates include this required scope under the current subconsultant agreement.

Further scope clarification can be found in the attached proposal dated July 22, 2022, from Terracon Consultants, Inc.

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Additional Service Fee – SWPPP Inspection Services by Terracon	\$	34,800.00
Architect Sub-Consultant Coordination (10%)	\$	3,480.00
CSA #10 Proposed Amount	\$	38,280.00

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of Palm Beach County in the space provided below. The return of a signed copy of this Proposal or County issued Consultant Service Agreement to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Robert Castrovinci, AIA, NCARB
Principal

cc: Leila Rouady, File

Accepted By: _____ Title: _____

Print Name: _____ Date: _____

SUPPLEMENT TO AGREEMENT FOR SERVICES**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 04/20/2022, Agreement reference number) is between Song + Associates, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Supplemental Proposal. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Storm Water Pollution Prevention Plan Inspection

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Site Inspections (includes mobilization, copies of site inspection checklist and updated maps if applicable) will be invoiced at a cost of \$400/site visit.
60 Weekly site visit
27 Rain Events
Total Amount: \$34,800.00

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

Client: **Song + Associates, Inc.**

By: _____ Date: **7/22/2022**

By: _____ Date: _____

Name/Title: **Michael J. O'Connor, P.E / Principal**

Name/Title: **Robert Castrovinci /**

Address: **1225 Omar Rd**

Address: **1545 Centrepark Drive North**

West Palm Beach, FL 33405-1046

West Palm Beach, FL 33401

Phone: **(561) 689-4299** Fax: _____

Phone: **(561) 655-2423** Fax: _____

Email: **mike.oconnor@terracon.com**

Email: **rcastrovinci@songandassociates.com**

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION Design Professionals of Supervisor of Elections Facility

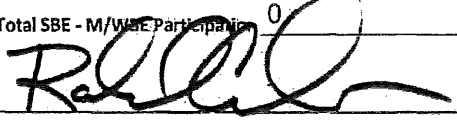
SOLICITATION/PROJECT/BID NAME: _____
 NAME OF PRIME RESPONDENT/BIDDER: Song + Associates, Inc.
 CONTACT PERSON: Robert Castrovinci
 SOLICITATION OPENING/SUBMITTAL DATE: 02-02-2022

SOLICITATION/PROJECT/BID No.: 19216
 ADDRESS: 1545 Centrepark Drive, N., West Palm Beach, FL 33401
 PHONE NO.: 561-655-2423 E-MAIL: rcaastrovinci@songandassociates.com
 DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Song + Associates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$ 3,480.00	
2. Terracon Consulting, Inc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$ 34,800.00	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)							Total	\$ 34,800.00	\$ 3,480.00

Total Bid Price \$ 38,280.00

Total SBE - M/WBE Participation 0

 Signature

Principal
 Title

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

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19216

SOLICITATION/PROJECT NAME: Design Professionals for Supervisor of Elections Facility

Prime Contractor: Song + Associates. Inc. Subcontractor: Terracon Consulting, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

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


Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Stormwater Pollution Prevention Plan Inspections				\$ 34,800.00

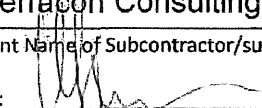
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 34,800.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Song + Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
 Robert Castrovinci
 Print Name
 Principal
 Title
 Date: August 16, 2022

Terracon Consulting, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Micheal J. O'Connor
 Print Name
 Principal
 Title
 Date: August 16, 2022

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19216

SOLICITATION/PROJECT NAME: Design Professionals for Supervisor of Elections Facility

Prime Contractor: Song + Associates, Inc. Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

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

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

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


Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	CSA #10 Coordination (10%)				\$ 3,480.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 3,480.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Song + Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
 Robert Castrovinci
 Print Name
 Principal
 Title
 Date: August 16, 2022

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print Name

 Title

 Date: _____

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/27/2022

REQUESTED BY: Rich Avery PHONE: 233-0208

PROJECT TITLE: Supervisor of Elections Production Facility
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:

E-FDO NUMBER: 2019-050082

REQUESTED AMOUNT: \$38,280.00

BCC RESOLUTION#: R2019-1686
DATE: 10/08/19

CSA or CHANGE ORDER NUMBER: CSA #10

LOCATION: 4215 Cherry Road, WPB

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/~~W-O~~ NUMBER: 19216

CONSULTANT/~~CONTRACTOR~~: Song + Associates, Inc.

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

Professional services shall include Stormwater Pollution Prevention Plan Inspection Services.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$38,280.00
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$38,280.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND:	DEPT:	UNIT:	OBJ:
3080	411	B652	6505

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: _____ Amount \$ _____)
Grant (source/type: _____ Amount \$ _____)	Impact Fees: (Amount \$ _____)
<input checked="" type="checkbox"/> Other (source/type: <u>BOND</u> Amount \$ _____)	

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 9/30/2022

ENCUMBRANCE NUMBER: KPO 110519-104 LN. 4

CSA History

Project Name:		SOE Production Facility				Project Manager:		Fernando Del Dago	
Project Number:		19216				Contract Amount:			
Consultant:		Song + Associates, Inc.				SBE Goal:			
Contract Date:		8-Oct-19							
Resolution Number:		R2019-1586		Total	3,221,352.00	2,640,309.25	81.96%		
CSA#	CSA Amount	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %	
Orig.					ORIGINAL CONTRACT	8-Oct-19	BCC	#DIV/0!	
1	94,375.00	93,855.00	Rosalyn Acosta	4-Nov-2019	Comparative Study	5-Nov-19	DIR	99.45%	
2	79,000.00	72,790.00	Rosalyn Acosta	8-Jun-2020	Conceptual site plan and design	17-Jun-20	DIR	92.14%	
3	2,861,338.00	2,451,558.00	Rosalyn Acosta	17-Jul-2020	Design, bidding and CA services (R2020-1045	25-Aug-20	BCC	85.68%	
4	9,368.00	8,517.00	Rosalyn Acosta	8-Nov-2021	Design off-site turn on Cherry Road	19-Jan-22	DIR	90.92%	
5	42,410.00	5,783.25	Rosalyn Acosta	9-Feb-2022	Special Inspection Services	29-Mar-22	DIR	13.64%	
6	76,807.00	0.00	Rosalyn Acosta	9-Feb-2022	Materials testing	13-Apr-22	CRC	0.00%	
7	5,716.00	5,196.00	Rosalyn Acosta	14-Apr-2022	Civil design services for circulation path and drainage	24-May-22	DIR	90.90%	
8	4,092.00	0.00	Rosalyn Acosta	25-May-2022	Fire Spray Inspection	13-Jul-22	DIR	0.00%	
9	9,966.00	2,610.00	Rich Avery	26-Aug-2022	Redesign of 2nd floor training room			26.19%	
10	38,280.00	0.00	Rich Avery	21-Sep-2022	Stormwater Pollution Prevention Plan Inspection Services			0.00%	
Total	3,221,352.00	2,640,309.25						81.96%	

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

(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.

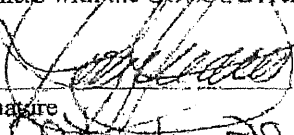
CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S 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: Jorge Huacay as
(Title/Position: Principal of (Name of Firm: Soda + Associates, Inc)
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

Date


Oct 4 2019

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT 19216

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

(Attach additional sheets as needed.)

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

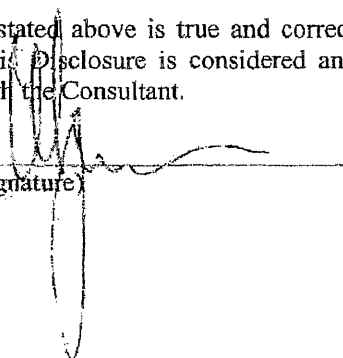
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by Michael J. O'Connor, P.E., as
(Name of Individual)

Principal, of Terracon Consultants, Inc.
(Title/Position) (Firm Name of Consultant)

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


(Signature)

2-23-2022
(Date)



SONG&AS-01

FONTANEZJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2022

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 License # 0E67768
Insurance Office of America
Centrum Doral Two
3750 NW 87th Avenue, Suite 260
Doral, FL 33178

CONTACT NAME: Jacqueline Fontanez
PHONE (A/C, No, Ext): (954) 556-2760
E-MAIL ADDRESS: jackie.fontanez@ioausa.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Continental Casualty Company NAIC # 20443
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Song & Associates, Inc.
1545 Centropark Drive North
West Palm Beach, FL 33401

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.

Table with columns: INSR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers and Employees are additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER CANCELLATION

Palm Beach County c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

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 [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2021

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 Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company 40142 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	INSURED Paychex Business Solutions, LLC Alt. Emp: Song & Associates Inc 911 Panorama Trail South Rochester, NY 14625

COVERAGES CERTIFICATE NUMBER: 21FL0951018796 REVISION NUMBER:

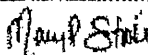
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INBR	TYPE OF INSURANCE	ADOL	BSUB	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1/1		155	0		(MM/DD/YYYY)	(MM/DD/YYYY)	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Location Coverage Period: 06/01/2021 06/01/2022 Client# 20009373-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
 Song & Associates Inc
 1545 Centrepark Drive North
 West Palm Beach, FL 33401
 Description: Supervisor of Elections Production Facility

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners dba: c/o Capital Improvements Division 2633 Vista Parkway 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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FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

April 21, 2022

Fernando Del Dago
Palm Beach County
2633 Vista Pkwy
West Palm Beach, FL 33411

RE: **Facility ID: FLR20FI86**
Palm Beach County Supervisor of Elections
County: Palm Beach

Dear Permittee:

The Florida Department of Environmental Protection has received and processed your *Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and Dewatering Operations* (NOI) and the accompanying processing fee. This letter acknowledges that:

- your NOI is complete;
- your processing fee is paid-in-full; and
- you are covered under the *Generic Permit for Stormwater Discharge from Large and Small Construction Activities and Dewatering Operations from non-contaminated sites* (CGD), DEP Document No. 62-621.300(4)(a).

Your project identification number is **FLR20FI86**. Please include this number on all future correspondence to the Department regarding this permit.

This letter is **not** your permit; however, this letter does serve **as verification of permit coverage**. A copy of the permit language is available online or by contacting the NPDES Stormwater Notices Center.

Your permit coverage becomes effective **4/24/2022** and will expire **4/23/2027**. To terminate your coverage prior to this expiration date, you must file a *National Pollutant Discharge Elimination System (NPDES) Stormwater Notice of Termination*, DEP Form 62-621.300(6) (NOT). An NOT must be filed within 14 days of either (a) your final stabilization of the site or (b) your relinquishment of control of the construction activities to a new operator. Terminating coverage under the CGP will also terminate your dewatering operations. You may not exclusively terminate dewatering operation under this form.