



SOLICITATION SIGNATURE PAGE

(Please attach to Goal Setting Worksheet and API Recommendation Form)

Department/Division Parks & Recreation

Project Name/Number ADA Transition Plan for Parks & Recreation Dept

Contract Manager Nicki Murphy

Phone/ E-mail 561-966-6671 / nmurphy@pbcgov.org

Estimated Date of Advertising _____ Estimated Dollar Value of Project \$100,000

Type of Solicitation RFP

DEPARTMENT/DIVISION/OFFICE

SIGNATURE AND DATE

Originating Department/Division

Nicki Murphy 11/15/22

Department/Division Director

James Ceillo 11/15/2022

OEBO

Goal Setting Committee Chairperson

GOAL SETTING
Project Summary Worksheet
Availability Adjustment/Weighting

ORIGINATING DEPARTMENT: Parks & Recreation

DATE: November 15, 2022

SOLICITATION NAME: ADA Transition Plan for Parks & Recreation Dept.

PROJECT No.

TYPE OF SOLICITATION: RFP

CATEGORY: NON-CCNA-PROF. SVCS

AVAILABLE APIs:

SBE Evaluation Preference for Prime Bidders

DEPARTMENT RECOMMENDED API:

SBE Evaluation Preference for Prime Bidders

Nicki Murphy

DEPARTMENT REPRESENTATIVE NAME

11/18/2022

DEPARTMENT REPRESENTATIVE SIGNATURE

OEBO RECOMMENDED API:

OEBO REVIEWER NAME

OEBO REVIEWER SIGNATURE

GOAL SETTING COMMITTEE DETERMINATION

Ordinance Reference: _____

GOAL SETTING COMMITTEE CHAIRPERSON NAME

GSC DATE: _____

GOAL SETTING COMMITTEE CHAIRPERSON SIGNATURE

ADA Transition Plan for Parks & Rec

| | | | | | SBE | TOTAL FIRMS |
|------------------|---|---------|----------|--------|----------|-------------|
| CC: 91825 | | | | | | |
| 1 | P & L Corporate Solutions, LLC | S/M/WBE | Black | Female | Female | 2 |
| 2 | Professional Risk Control Consulting Svcs | S/MBE | Black | Male | Black | 11 |
| CC: 91892 | | | | | | |
| 1 | 2GHO, Inc. Landscape Architechts Planne | SBE | White | Male | SBE | 9 |
| 2 | K-F Group Inc. | S/MBE | Asian | Male | Asian | 35 |
| 3 | NZ Consultants, Inc. | S/M/WBE | Hispanic | Female | Female | |
| 4 | VIA Planning Inc. | S/M/WBE | Asian | Female | Asian | |
| 5 | JFO Group Inc. | S/MBE | Hispanic | Male | Hispanic | |
| 6 | Earthology LLC | S/M/WBE | Asian | Female | Asian | |
| 7 | Insite Studio Inc. | SBE | White | Male | SBE | |
| 8 | PLANW3ST LLC | S/M/WBE | Hispanic | Female | Female | |
| 9 | Urban Compass LLC | SBE | White | Male | SBE | |

Parks and Recreation ADA Transition Plan - Scope of Work

- 1) ADA Evaluation Data Review – Consultant will spend up to two days reviewing previous ADA evaluation information and data provided by the Department. Consultant will identify any gaps in the data needed in order to proceed with remaining ADA Evaluation tasks.
- 2) Park Evaluations - The Consultant will evaluate all identified County Park sites, facilities, and policies. Consultant will participate up to five days of onsite park evaluations with County staff or remain available for questions up to 36 hours of time. The Consultant will use the enforceable federal regulations, the most recent issued final guidelines or proposed guidelines, and in the alternative, the most recent final reports of the US Access Board committees. Florida law is applicable as well, and the Consultant will also use the Florida Accessibility Code. In addition, the Consultant should use “best practices” that are effective in making parks and facilities more accessible. The final report should distinguish regulations and guidelines from best practices. The Consultant will also review areas used only by employees, and make recommendations with Title II provisions.
- 3) ADA Evaluation Training - Key Department personnel shall be trained by the Consultant in regard to evaluations, and to the extent possible, be involved in the evaluation process. Consultant will conduct a training workshop for Department staff. Workshop will review accessibility guidelines and overall evaluation process.
- 4) ADA Transition Plan Report - The Consultant will develop an ADA Transition Plan that outlines a phased plan for the removal of barriers at existing park facilities. Consultant will submit three (3) final printed report and one digital copy.

The final report shall include the following:

- a) An overview of the authority under which the self-evaluation was conducted;
- b) The specific regulations or guidelines used;
- c) A description of the Title II 35.150(b) program access test and its application to the sites evaluated;
- d) A description of the methods used by the Consultant;
- e) An executive summary of the evaluation, identifying any access deficits that were common to any County managed park sites;
- f) A section that describes the specific barriers at each park site, and notes regulation or guideline citations for easy reference;
- g) A section that describes the ways in which each specific barrier can be removed, including the use of best practices, and note how employee-only areas are to be treated;
- h) Where appropriate, recommendations for universal design shall be made;
- i) A section that applies the program access test to the multiple similar Park sites, such as playgrounds, and recommends which shall be made compliant;

- j) Digital images of barriers discussed above that are made available by hyperlink or other similar means;
- k) Prioritization of the barriers to be addressed;
- l) Estimated cost for removal of each barrier;
- m) Check lists or other evaluation methods used for each Park site, and associated field notes; and
- n) A data matrix Excel file that includes all the prioritized recommendations from all the parks and facilities including projected costs.

ARTICLE 13 - INSURANCE REQUIREMENTS

The CONSULTANT shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the

“retroactive date” of coverage.

D. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY or COUNTY’s designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department

Using the address as indicated in the “Notices” article or another address on agreement of the parties.

F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.