

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

Meeting Date: April 4, 2023

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. 13 to the Annual Structural Engineering Services contract (R2020-0550) with WGI, Inc. (Consultant) in the amount of \$175,734.37 for the Peanut Island-Boat Dock Replacement project.

Summary: On June 2, 2020, the Board of County Commissioners (Board) approved the Annual Structural Engineering Services contract (R2020-0550) with the Consultant to provide structural engineering design services. Under CSA No. 13, the Consultant will provide the professional services (i.e. design, permitting and construction administration services) necessary for the Peanut Island-Boat Dock Replacement project. The boat docks at the south end of Peanut Island will be replaced to match the approximate location, length and width of the existing docks. The Annual Structural Engineering Services contract was presented to the Goal Setting Committee on April 3, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of a minimum mandatory 20% Small Business Enterprise (SBE) participation. The Consultant committed to achieving an SBE goal of 28%. The SBE participation on this CSA is 40.43%. Cumulative SBE participation on the contract is 33.70%. The Consultant is a local firm. Funding for this project is from the 50.0M GO 06, Waterfront Access Fund and Parks Improvement Fund. **(Capital Improvements Division) District 1 (MWJ)**

Background & Justification: The design professional was selected on June 26, 2020, pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055. CSA No. 13 will provide the professional services necessary for the boat docks replacement at the south end of Peanut Island.

Attachments:

1. Location Map
2. Budget Availability Statement
3. CSA No. 13
4. CSA History

Recommended by:  3/9/23
Department Director Date

Approved by:  3/20/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$179,735	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$179,735</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 3038 Dept 581 Unit P922 Object 6505 \$89,867.18
 Fund 3600 Dept 582 Unit P923 Object 6505 \$89,867.19

PROFESSIONAL SERVICES	\$175,734.37
STAFF COSTS	\$ 4,000.00
CONTINGENCY	<u>\$ 0.00</u>
TOTAL	\$179,734.37

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

Funding for this project will be from the 50.0M GO 06, Waterfront Access Fund and Parks Improvement Fund.

C. Departmental Fiscal Review: Robert Eric McMillan
Hobm

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<u>ASD</u> 3/13/23 OFMB <u>JA 3/10</u>	<u>EW</u> 3-10-23	<u>Dr. J. J. J. J.</u> 3/15/23 Contract Development and Control <u>MD</u> 3/15/23
---	----------------------	---

B. Legal Sufficiency:

OC 3/17/23
Assistant County Attorney

C. Other Department Review:

Department Director

LOCATION MAP

Project No: 2022-049660
Project Name: Peanut Island-Boat Dock Replacement
Location: 6500 Peanut Island Road, Riviera Beach, Florida 33404



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 01/13/2023, Rev. 3/3/2023 REQUESTED BY: Terry Hearn PHONE: 233-0283

PROJECT TITLE: Peanut Island – Boat Dock Replacement (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: IST PLANNING NO.:
REQUESTED AMOUNT: \$179,734.37 BCC RESOLUTION#:R2020-0550
eFDO # 2022-049660 DATE: 06/02/20

CSA or CHANGE ORDER NUMBER: CSA #13

LOCATION: 6500 Peanut Island Road, Riviera Beach, FL

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W-O. NUMBER: 2022-049660

CONSULTANT/CONTRACTOR: WGI, Inc. (Annual Structural Engineering Consultant)

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

Professional services shall include design, permitting and construction administration phase services for the replacement of the boat docks at the south end of Peanut Island that will match the approximately location, length and width of the existing docks.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION, PROFESSIONAL SERVICES, STAFF COSTS*, CONTINGENCY, and TOTAL.

* 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: 3038 DEPT: 581 UNIT: P922 OBJ: 6505 - \$89,867.18
FUND: 3600 DEPT: 582 UNIT: P923 OBJ: 6505 - \$89,867.19

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: Fund Amount \$89,867.19 Impact Fees: (Amount \$)
Other (source/type: Waterfront Bond Amount \$89,867.19

Department: Parks & Recreation

BAS APPROVED BY: Paul D. Gurnee DATE 3/3/23

ENCUMBRANCE NUMBER:

**SUMMARY SHEET
CONSULTANT SERVICES AUTHORIZATION #13**

WGI, INC.
(Continuing Structural Engineering Consultant)

**PEANUT ISLAND – BOAT DOCK REPLACEMENT
PROJECT NO. 2022-049660**

This Consultant Services Authorization #13 is for professional engineering services for the Peanut Island Boat Dock Replacement project located at 6500 Peanut Island Road, Riviera Beach, FL 33404.

Professional services shall include design, permitting and construction administration phase services for the replacement of the boat docks at the south end of Peanut Island that will match the approximately location, length and width of the existing docks.

The Parks and Recreation Department is now managing the former Coast Guard station on Peanut Island and is requesting replacement of the existing boat docks that will service the Coast Guard facility. Future plans call for the restoration of the campus for historical and environmental education.

EBO Program

The API established for this contract is a mandatory minimum of 20% SBE participation. The Consultant committed to an SBE goal of 28% for this contract. SBE participation for this CSA is 40.43%. When added to the Consultant's participation to date, the resulting SBE participation is 33.70%.

CONSULTANT SERVICES AUTHORIZATION #13

WGI, INC.
(Continuing Structural Engineering Consultant)

**PEANUT ISLAND – BOAT DOCK REPLACEMENT
PROJECT NO. 2022-049660
DISTRICT NO. 1**

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 13 to the Contract dated 06/02/20 (R2020-0550) (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:** **WGI, Inc.**, whose Federal Tax ID# is 65-0271367.
- 2. History:** Not applicable. This CSA is for a new project.
- 3. Services completed to date:** Not applicable. This CSA is for a new project.
- 4. Description of Services to be provided by Consultant:** Professional services shall include design, permitting and construction administration phase services for the replacement of the boat docks at the south end of Peanut Island that will match the approximately location, length and width of the existing docks, as detailed on the attached proposal dated November 3, 2023. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant’s proposal, the terms and conditions of the Contract shall control.
- 5. Compensation:** The compensation to be paid to the Consultant for the requested services shall be: Lump Sum charge of **\$175,734.37**.
- 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"**.

10. EBO Program: The API established for this contract is a mandatory minimum of 20% SBE participation. The Consultant committed to an SBE goal of 28% for this contract. SBE participation for this CSA is 40.43%. When added to the Consultant's participation to date, the resulting SBE participation is 33.70%.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

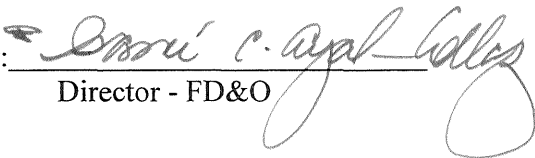
By _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

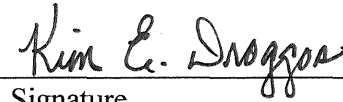
APPROVED AS TO TERMS
AND CONDITIONS

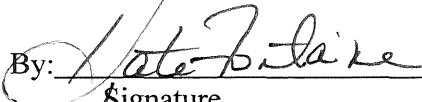
By: 
Assistant County Attorney

By: 
Director - FD&O

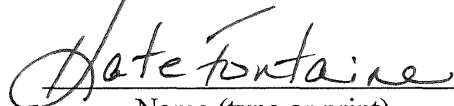
WITNESS:

CONSULTANT: **WGI, Inc.**


Signature

By: 
Signature

KIM E. DROGGOS
Name (type or print)


Name (type or print)

VP Administration
Title





November 3, 2022
March 3, 2023 Revised

Terry Hearn
Facilities/Systems Project Manager
Palm Beach County – Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

thearn@pbcgov.org

Re: Peanut Island Coast Guard Facility Docks

Dear Terry,

WGI, Inc. (WGI) is pleased to provide this proposal to Palm Beach County (COUNTY) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed in the attached tabulations.

PROJECT UNDERSTANDING

The County has recently acquired the lease for the Coast Guard campus on Peanut Island and this area will be under the management of the Parks and Recreation Department. The County would like construction drawings for the replacement of the docks at the south end of peanut Island that will match the approximate location, length, and width of the existing docks. The docks will be eight feet wide, have approximately 400-feet of total length and extend approximately 130-feet into the Intracoastal Waterway. The County would also to replace the existing dolphin pile clusters to the west and along the south side of the docks.

WGI and subconsultants Pacifica Engineering Services, Inc., and Brown & Phillips, Inc. will provide the necessary design services for the following:

PROFESSIONAL SERVICES

Task 1 Environmental Permitting

Lump Sum \$17,856.00

1. Identify Required Permits for Tidal Surface Water Impacts: WGI will identify the governmental agencies having jurisdiction and identify the permits that will be required. The base fee assumes following level of permitting:
 - a. Florida Department of Environmental Protection (FDEP): Individual Permit.
 - b. Sovereignty Submerged Lands (SSL): A portion of the project area is currently under easement and the remainder is deeded. As part of the FDEP permitting, SSL coordination with the Division of State Lands will be performed to modify the existing easement if required.
 - c. U.S. Army Corps of Engineers (USACE) Section 10 (Dredge & Fill): Standard Permit.

2. WGI will identify possible environmental issues and constraints, permit application requirements; avoidance, minimization, and mitigation options; and potential constraints and other environmental issues including mitigation types and quantities for mitigation (if required).
3. Mitigation Plan (if required): WGI will develop a mitigation plan that is based on all mitigation being performed by purchasing credits at an offsite mitigation bank (no onsite mitigation). WGI will identify appropriate mitigation banks, whether credits are available, and mitigation bank estimated costs. WGI will coordinate the reservation letter with the mitigation bank. If corals are present and required to be relocated, this will be addressed under a separate work authorization.
4. Application Package: WGI will assemble the portions of the application packages that pertain to tidal surface waters. This task consists of the preparation of the FDEP ERP application, Project Design Criteria (PDC) checklist(s), aerial map exhibits, and a supplemental report that communicates project justification, discusses elimination or reduction of impacts, describes unavoidable wetland and surface water impacts and mitigation measures, calculates proposed dredge and fill, discusses potential impacts to threatened or endangered species and their habitats, and includes plan view drawings.
5. Meetings: WGI shall support up to 8 hours of meetings (and associated meeting preparation, travel time, and post-meeting documentation).
6. RAIs: WGI will respond to up to two rounds of comments on wetlands by each of regulatory agencies. If more than two RAIs are received, WGI will respond to subsequent RAI(s) on a Time and Materials basis utilizing the contract Fee Schedule.
7. Provisions of any fees required by the regulatory agencies are the responsibility of the CLIENT.

Task 2 Benthic Survey

Lump Sum \$9,612.00

1. A marine benthic survey is required for permitting. WGI will provide a survey of submerged marine resources sufficient for regulatory permitting. Survey methods will be in accordance with the National Marine Fisheries Service "Recommendations for Sampling *Halophila johnsonii* at a Project Site." The approximate area to be mapped is a 50-foot radius encompassing the existing dock proposed for repair/replacement to cover the extent of the project limits.
2. Given the water depths and normal underwater visibility conditions, the work must be conducted using scuba diving operations. Such diving operations may require a team of a boat operator, scuba divers trained in seagrass and marine resource identification, and an additional on-board safety diver should an emergency arise.
3. Survey methodology for this project will consist of a reconnaissance dive of the approximate area to be mapped in addition to systematic sampling of the project area as required to qualitatively characterize and define the boundaries of the seagrass beds and other marine resource communities. Observations will be recorded on the dominant observed species, percent cover, community health, and substrate. Densities will be estimated using systematic sampling along any transect using a 0.25-meter quadrat. The presence or absence of other marine or coastal resources (corals, oyster reefs, mangroves, etc.) will be documented. The survey methodology may be adapted or changed in areas of safety concerns or based on field conditions. The geographical position of the starting and ending point of each transect will be recorded with a submeter GPS unit. This will help to calculate the positions of the sampling locations and georeference the data gathered in the field. Data from the GPS unit will be



transferred into a Geographic Information System (GIS) program to develop a map of the benthic communities observed in the survey area. A report will be prepared to detail the methods used for the survey and the results of the survey.

4. If the regulatory agencies require other assessments of marine resources for impact mitigation negotiations or other assessment purposes, including but not limited to coral relocation, these services would be provided under a separate scope.

Task 3 Engineering Services

Lump Sum \$44,587.80

1. WGI will prepare construction documents for the replacement of the existing docks approximately 400-feet total in length, measuring eight-foot wide as well as an adjacent concrete deck measuring approximately 10-feet by 40-feet. The dock will be designed with prestressed concrete piles and sections with concrete pile cap and deck units and sections with timber cap and decking.
2. WGI will prepare a summary of quantities and Engineer's Opinion of Probable Construction Costs for each submittal.
3. Submittals will be provided at the 65%, 95%, and 100% level of construction documents.

Task 4 Construction Phase Services

Lump Sum \$32,631.00

WGI will provide construction phase services. Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of construction, or structural design and re-engineering to correct poor construction practice or workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

The construction services will consist of;

1. Sign and seal a minimum of two (2) sets of plans for the contractor's use in obtaining the building permit. If the WGI structural documents are included as a part of a larger set of construction documents, the plans are to be provided by the CLIENT;
2. Attend preconstruction meeting and up to four (4) monthly progress meetings;
3. Review shop drawings, O&M manuals, test reports, and other relevant submittal data.
 - a. Shop drawings are anticipated to consist of;
 - i. Concrete pile submittals
 - ii. Concrete deck unit shop drawings
 - iii. Concrete mix designs



- iv. Deck unit placement and closure pour reinforcement placing plans
 - v. Dolphin pile clusters plan and materials
4. Provide response to Contractor request for interpretation of plans and specifications. Assist with review of contractor's proposals for any changes of work;
 5. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Level of effort shall be that required to provide certification of project completion and conformance with plans and specifications as they relate to the structural design elements (up to 16);
 6. Participate in Substantial Completion and Final Completion walk-throughs for the project. Provide CLIENT assistance in generating Punch List items for the project; and
 7. Provide project certifications of the observed portions and components of the work.
 - 8.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI will contract with *Pacifica Engineering Services, Inc* to perform geotechnical investigation of the dock site and with *Brown & Phillips Inc.* to perform topographic and hydrographic survey of the floating dock site.
2. WGI and subconsultants shall be entitled to rely on the completeness and accuracy of all information provided by the County. Information requested by WGI during the project will but may include but not be limited to existing documents: structural drawings; environmental assessments; geotechnical reports; and survey (with CAD file);
3. Base fees are based on the understanding that no new impacts to submerged aquatic vegetation (e.g. seagrass) will occur as a result of the project and proposed repairs
4. Significant scope modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
5. Any additional services requested by County will be provided in accordance with a fixed fee to be negotiated once a scope of service is defined;
6. The project will be completed under one phase; and
7. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Electrical, Title Search, and Traffic.

The Total fee for the above referenced project is **\$175,734.37** which includes fees and scope from *Pacifica Engineering Services, Inc* which will provide Geotechnical Engineering Services, and *Brown & Phillips, Inc.* which will provide surveying services as outlined in the attached scope of services and hourly breakdowns



INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. PDF files of the structures to be replaced and existing marine structures on Peanut Island
2. Available CAD files of existing structures; and
3. PDF copies of the existing geotechnical reports and survey reports for Peanut Island.

We appreciate the opportunity to be of service to Palm Beach County. Upon acceptance of this proposal, please issue a Task Work Order.

Respectfully submitted,
WGI, Inc.


Jeffrey Bergmann, PE
Director / Specialty Structures


Chris LaForte, PE
Project Engineer



Peanut Island Coast Guard Facility - Docks
Palm Beach County
 November 3, 2022
 March 3, 2023 Revised

\$ 77.00 \$ 69.00 \$ 67.30 \$ 48.00 \$ 35.00 \$ 34.00

TASK DESCRIPTION	Principal	Senior Project Engineer	Project Manager	Project Engineer	Engineer Intern	CADD/Computer Technician	Total Hours	TOTAL
Task 1: Environmental Permitting								
Permitting		32		78			110	\$5,952.00
							0	\$0.00
							0	\$0.00
TOTAL HOURS	0	32	0	78	0	0	110	
TOTAL FEE	\$0.00	\$2,208.00	\$0.00	\$3,744.00	\$0.00	\$0.00		\$5,952.00
								Raw salary related costs \$5,952.00
								Multiplier: \$3.00
								Task 1 Total \$17,856.00
Task 2: Benthic Survey								
Benthic Survey		20		38			58	\$3,204.00
							0	\$0.00
							0	\$0.00
TOTAL HOURS	0	20	0	38	0	0	58	
TOTAL FEE	\$0.00	\$1,380.00	\$0.00	\$1,824.00	\$0.00	\$0.00		\$3,204.00
								Raw salary related costs \$3,204.00
								Multiplier: 3.00
								Task 2 Total \$9,612.00



Peanut Island Coast Guard Facility - Docks
Palm Beach County
 November 3, 2022
 March 3, 2023 Revised

\$ 77.00 \$ 69.00 \$ 67.30 \$ 48.00 \$ 35.00 \$ 34.00

TASK DESCRIPTION	Principal	Senior Project Engineer	Project Manager	Project Engineer	Engineer Intern	CADD/Computer Technician	Total Hours	TOTAL
Task 3: Engineering Services								
Site Reconnaissance		6					6	\$414.00
Documents Review	2	8	2	8	12		32	\$1,644.60
Modeling/Analysis/Design		8		20	40		68	\$2,912.00
60% Construction Drawings	2	8	4	24	24	40	102	\$4,327.20
95% Construction Drawings	2	8	4	24	24	30	92	\$3,987.20
100% Construction Drawings	1	2	2	4	4	8	21	\$953.60
Engineer's Opinion of Probable Construction Cost		6			6		12	\$624.00
TOTAL HOURS	7	46	12	80	110	78	333	
TOTAL FEE	\$539.00	\$3,174.00	\$807.60	\$3,840.00	\$3,850.00	\$2,652.00		\$14,862.60

Raw salary related costs \$14,862.60
 Multiplier: 3.00
Task 3 Total \$44,587.80



Peanut Island Coast Guard Facility - Docks
Palm Beach County
 November 3, 2022
 March 3, 2023 Revised

\$ 77.00 \$ 69.00 \$ 67.30 \$ 48.00 \$ 48.00 \$ 35.00 \$ 34.00

TASK DESCRIPTION	Principal	Senior Project Engineer	Project Manager	Project Engineer	Project Engineer	Engineer Intern	CADD/Computer Technician	Total Hours	TOTAL
Task 4: Construction Phase Services									
Construction Observations & Reports (up to 16)		32	16			96		144	\$6,644.80
Monthly Meetings (up to 4)			24						\$1,615.20
Shop Drawing Review and Plan Clarification to Contractor			8			24		32	\$1,378.40
Substantial Completion Site Visit		8	1					9	\$619.30
Final Completion Site Visit		8	1					9	\$619.30
								0	\$0.00
TOTAL HOURS	0	48	50	0	0	120	0	194	
TOTAL FEE	\$0.00	\$3,312.00	\$3,365.00	\$0.00	\$0.00	\$4,200.00	\$0.00		\$10,877.00

Raw salary related costs \$10,877.00
 Multiplier: 3.00
Task 4 Total \$32,631.00



October 4, 2022

WGI

2035 Vista Parkway
West Palm Beach, FL 33411

Attention: Mr. Andre Smith, PE

Re: Scope of Services for Geotechnical Engineering Services
Coast Guard Dock at Peanut Island
Palm Beach County, Florida
PACIFICA Proposal No.: 610-12013427

Dear Mr. Andre:

Pacifica Engineering Services, LLC (PACIFICA), is pleased to submit this preliminary scope of services to perform a subsurface exploration program for the above-referenced project. Included herein is our understanding of the proposed development along with a scope of services.

This project includes the design and construction to replace the Coast Guard Facility Docks on the south side of Peanut Island.

GEOTECHNICAL PRELIMINARY SCOPE OF SERVICES

PACIFICA proposes to perform the following geotechnical field services:

- Perform Two (2) Standard Penetration Test (SPT) borings (via barge), to a depth of 60 feet below mudline (one SPT boring near the southeast edge of the existing docks and one SPT boring at the northwest end near the shoreline).

The SPT borings will be performed with barge-mounted drill rig machinery using mud rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test in accordance with ASTM D1586).

Underground utility clearance will be required prior to the commencement of the geotechnical field exploration. Therefore, PACIFICA will contact "Sunshine One-Call" Service to obtain underground public utility clearance.

GEOTECHNICAL REPORT

After the geotechnical field exploration is completed, a geotechnical engineer will review the soil samples and select samples will be tested for physical properties such as gradation, moisture content, and organic content, if deemed necessary. The results of the geotechnical exploration will be transmitted in a data report which will specifically contain the information listed below:

1. A location plan of the site showing the location of the soil borings.
2. CAD Soil profiles for the exploratory borings, which furnish the results of the SPT sampling.
3. Laboratory test results (if performed).

PERMITS ARE NOT INCLUDED.

ELEVATIONS AT BORING LOCATIONS, IF REQUIRED, WILL NEED TO BE PROVIDED BY OTHERS.

DESCRIPTION	UNIT	# OF UNITS	UNIT RATE	TOTAL
I. FIELD EXPLORATIONS (WATER - WITH BARGE)				
Barge Mobilization	each	1.0	\$25,000.00	\$25,000.00
Barge Mounted Rental Equipment	day	3.0	\$6,000.00	\$18,000.00
Support Boat Rental	day	4.0	\$650.00	\$2,600.00
Tug Boat Estimated time	hour	16.0	\$350.00	\$5,600.00
Support Truck	day	3.0	\$150.00	\$450.00
Grout Bore Hole (0 to 50 Feet)	feet	100.0	\$6.00	\$600.00
Grout Bore Hole (51 to 100 Feet)	feet	20.0	\$6.50	\$130.00
Casing (0 to 50 Feet)	feet	130.0	\$8.00	\$1,040.00
Casing (51 to 100 Feet)	feet	20.0	\$9.00	\$180.00
Senior Engineering Technician (Site Reconnaissance, Boring Layout and Underground Utility Clearance) (Raw Rate: \$31.44*2.52) (for Water borings)	hour	20.0	\$79.23	\$1,584.60
ii. SOIL & AGGREGATE TESTING				
Organic Content Test	each	4.0	\$50.00	\$200.00
Natural Sample Moisture Content	each	8.0	\$20.00	\$160.00
Grain size determination: Full grain size (8 sieves)	each	8.0	\$77.00	\$616.00
Grain size determination: Wash through (#200)	each	8.0	\$60.00	\$480.00
iii. ENGINEERING SERVICES (MULTIPLIER: 2.52)				
Principal Engineer, P.E. (Raw Rate: \$74.05*2.52)	hour	1.0	\$186.61	\$186.61
Senior Geotechnical Engineer (Raw Rate: \$50.22*2.52)	hour	28.0	\$126.55	\$3,543.40
Drafter / CADD (Raw Rate: \$28.35*2.52)	hour	8.0	\$71.44	\$571.52
TOTAL BASIC SERVICES				\$60,942.13

SUPPLEMENTAL SERVICES

DESCRIPTION	UNIT	# OF UNITS	UNIT RATE	TOTAL
IV. SUPPLEMENTAL FIELD EXPLORATIONS (WATER - WITH BARGE)				
Standard Penetration Tests - Barge Rig (0' - 50')	feet	100.0	\$18.50	\$1,850.00
Standard Penetration Tests - Barge Rig (51' - 100')	feet	20.0	\$22.00	\$440.00
TOTAL SUPPLEMENTAL SERVICES				\$2,290.00

TOTAL SERVICES				\$63,232.13
-----------------------	--	--	--	--------------------



September 28, 2022

Mr. Chris LaForte, P.E.
WGI
2035 Vista Parkway
West Palm beach, FL 33411

**Re: Peanut Island Proposed Coast Guard Facility Dock Replacement on the South Side of the Island
Specific Purpose/Topographic Survey**

Dear Chris:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

The survey will be oriented to Palm Beach County horizontal control (NAD 83/11 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department.

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed onsite using the existing Palm Beach County benchmarks (NAVD 1988) and control from the previous Peanut Island survey (B&P Project 22-039). At least two benchmarks will be set onsite.

III. TIE IN IMPROVEMENTS AND CROSS SECTIONS

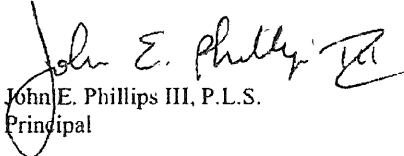
A complete topographic survey will be done at the site for the area outlined in pink on Attachment 'B', tying in all above ground features. This will include but not be limited to docks, piles, seawall, etc. We will obtain hydrographic data on an approximate 50' grid.

IV. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide WGI with hard copies, a digitally signed PDF file, and an AutoCAD file in the version requested. We will perform the scope of services for a **lump sum fee of \$7,815.44** (see Attachment 'A' for an hourly breakdown). Any additional work will be done on an hourly basis as approved by you. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.

This Proposal accepted this _____ day of _____, 2022


John E. Phillips III, P.L.S.
Principal

By: _____
WGI

Print Name: _____

Title: _____

Attachment

JEP/mb

1860 Old Okeechobee Road • Suite 509 • West Palm Beach, Florida 33409
(561) 615-3988 • Fax (561) 615-3991

M. PROPOSALS BY COMPANY WGI PBCo Structural Annual Services Contract Peanut Island Coast Guard Dock Specific Purpose Survey.doc



ATTACHMENT 'A'

Peanut Island Proposed Coast Guard Dock Replacement

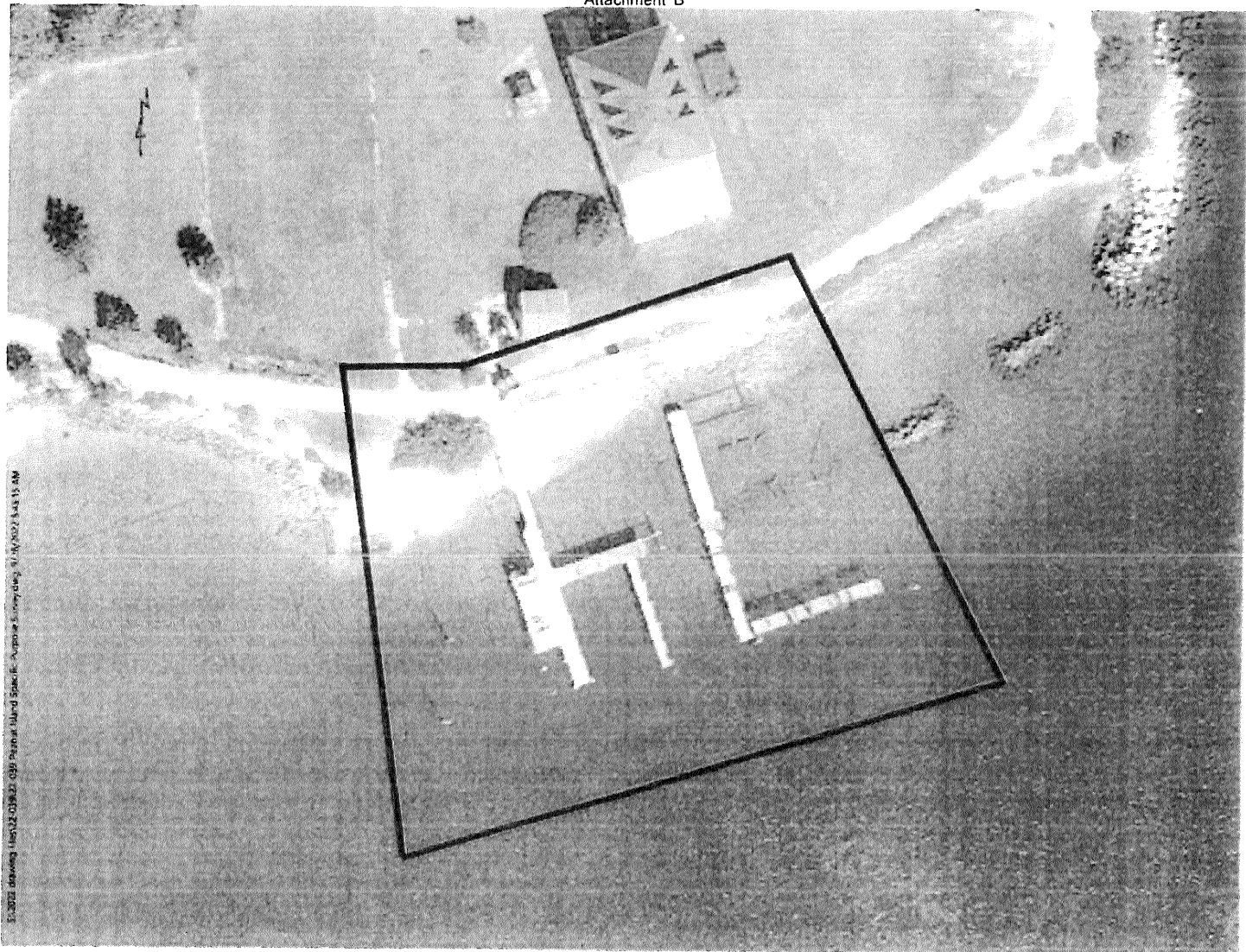
Type of Survey: Specific Purpose Topographic

Date: September 28, 2022

TASK	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				1	
Horizontal Project Network Control	4		1	0.5	Find/set control points
Vertical Project Network Control	5		1		Establish onsite benchmarks
Tie In Improvements	12		2	1	All above ground features, 50' hydrographic cross sections
Hydrographic Cross Sections	12		2	2	Soundings
Drawing		8	4	2	Prepare specific purpose / topographic survey
Total Hours:	33	8	10	6.5	
Rate/Hour	\$126.51	\$90.36	\$90.36	\$125.25	
Subtotal:	\$4,174.83	\$722.88	\$903.60	\$814.13	
Total Labor Cost:					\$6,815.44

<u>Other Direct Costs:</u>	<u>quantity</u>	<u>unit</u>	<u>cost/unit</u>	<u>total</u>	
Boat w/Hydrographic Equipment	1	LS	\$1,200.00	\$1,200.00	
Total Other Direct Costs:					\$1,200.00
TOTAL PRICE					\$7,815.44

Attachment 'B'



5:30:02 drawing: 10012-01042: 030 Point at Island Space - Approx Surveyed, 9/14/2022 8:44:15 AM

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Peanut Island Coast Guard Facility Docks

SOLICITATION/PROJECT/BID NO.: 2022-049660

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: Facilities Development & Operations

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

2035 Vista Parkway, West Palm Beach, FL 33411

NAME OF PRIME RESPONDENT/BIDDER: WGI, Inc.

ADDRESS: _____

CONTACT PERSON: Chris LaForte, PE

PHONE NO.: 561-687-2220

E-MAIL: chris.laforte@wginc.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$104,686.80

*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE	MBE	WBE	SBE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1. Brown & Phillips, Inc. 1860 Old Dixie Highway, Suite 509 West Palm Beach, Florida 33409	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$7,815.44					
2. Pacific Engineering Services 601 N. Congress Avenue, Suite 303 Delray Beach, Florida 33445	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$63,232.13					
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total \$71,047.57

Total Bid/Offer Price \$ \$175,734.37

Total Certified S/M/WBE Participation \$ \$71,047.57

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

Chris LaForte
Name & Authorized Signature

VP, Administration

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-049660

SOLICITATION/PROJECT NAME: Peanut Island Coast Guard Facility Docks

Prime Contractor: WGI, 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 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	Environmental Permitting	\$17,856.00	1		\$17,856.00
2	Benthic Survey	\$9,612.00	1		\$9,612.00
3	Engineering Services	\$44,587.80	1		\$44,587.80
4	Construction Phase	\$32,631.00	1		\$32,631.00

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: \$104,686.80

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

_____ Name of 2 nd /3 rd tier Subcontractor/subconsultant	Price or Percentage: _____
--	----------------------------

WGI, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Kate Fontaine
 Print Name
VP, Administration
 Title
 Date: 1/12/2023

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print Name

 Title

 Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-049660
 SOLICITATION/PROJECT NAME: Peanut Island Coast Guard Facility Docks

Prime Contractor: WGI, Inc. Subcontractor: Brown & Phillips, Inc.

(Check box(s) that apply)
 SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 01/31/2022

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 checked="" 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	

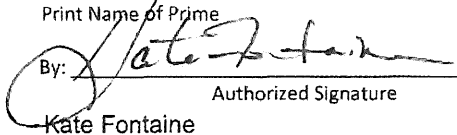
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or 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.

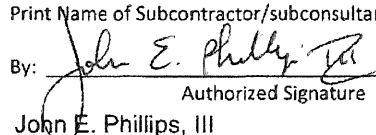
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Specific Purpose Topographic Survey	\$7,815.44	1		\$7,815.44

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: \$7,815.44

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

WGI, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Kate Fontaine
 Print Name
VP, Administration
 Title
 Date: 1/12/2023

Brown & Phillips, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
John E. Phillips, III
 Print Name
President
 Title
 Date: 1/12/2023

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-049660

SOLICITATION/PROJECT NAME: Peanut Island Coast Guard Facility Docks

Prime Contractor: WGI, Inc. Subcontractor: Pacifica Engineering Services

(Check box(s) that apply)

SBE WBE MBE M/WBF Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/25/2021

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

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" 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	Field Exploration Water with Barge	\$55,184.60	1		\$55,184.60
2	Soils & Aggregate Testing	\$1,456.00	1		\$1,456.00
3	Engineering Services	\$4,301.53	1		\$4,301.53
4	Supplemental Services	\$2,290.00	1		\$2,290.00

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: \$63,232.13

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

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

WGI, Inc.
 Print Name of Prime
 By: *Kate Fontaine*
 Authorized Signature
Kate Fontaine
 Print Name
VP, Administration
 Title
 Date: 3/2/23

Pacifica Engineering Services
 Print Name of Subcontractor/subconsultant
 By: *Wesley Foster*
 Authorized Signature
Wesley Foster
 Print Name
President
 Title
 Date: 03/1/2023

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT 2022-049660

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.

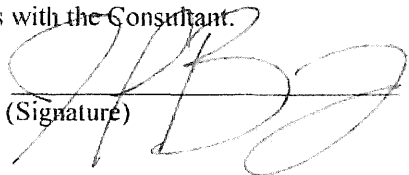
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services 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 Jeffrey Brophy as
(Name of Individual)

VP Land Development of WGI, 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)

1.24.23
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT 2022-049660 Peanut Island Coast Guard Facility Docks

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:

none

(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 Anthony Brown, as
(Name of Individual)

CEO, of Brown & Phillips, 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.

Anthony Brown (Signature) 01/24/2023 (Date)

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT 2022-049660 Peanut Island Coast Guard Facility Docks

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 Wesley Foster, as
(Name of Individual)

President, of Pacifica Engineering Services, 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)

1/24/23
(Date)

DESCRIPTIONS (Continued from Page 1)

7/1/1991. Professional Liability Deductible \$50,000. Palm Beach County Insurance Compliance, PO Box 100085
DX, Duluth, GA 30096.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date
thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the
Certificate Holder.

