

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

Meeting Date: April 2, 2024

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 4 to the annual structural engineering services contract (R2023-0260) with Alan Gerwig & Associates, Inc. (Consultant) in the amount of \$127,052.39 for the Jupiter Beach Park Grounds Bridge Superstructure Replacement project.

Summary: On March 14, 2023, the Board of County Commissioners (Board) approved the annual structural engineering services contract (R2023-0260) with the Consultant to provide consulting services/design professional services for various projects. This item will authorize professional services for CSA No. 4 for the Jupiter Beach Park Grounds Bridge Superstructure Replacement project. The Parks and Recreation Department desires to replace the existing pedestrian and vehicular bridge superstructure which leads to picnic island since it is failing and in need of replacement. Under CSA No. 4, the Consultant will provide professional services (i.e. design, construction document preparation, permitting and construction administration phase services) necessary to replace the existing bridge superstructure with a prefabricated steel bridge of the same geometric cross section. The annual structural engineering services contract was presented to the Goal Setting Committee on January 5, 2022 and the Committee established Affirmative Procurement Initiatives (APIs) of a minimum mandatory 20% Small Business Enterprise (SBE) participation, of which 5% must be Minority/Women Business Enterprise (M/WBE) participation for African American businesses and an SBE evaluation preference for the selection. The Consultant committed to 98% SBE participation, of which 15% must be M/WBE participation for African American businesses. However, unbeknownst to the County, the firm was sold to a non-SBE firm prior to the proposal submission deadline for this CSA. As such, the Consultant is no longer a certified SBE. Based on this information, the Consultant's SBE participation for this CSA is reduced to 32.98% of which 9.38% is from African American owned businesses. To date, the overall SBE participation on the contract is 56.09% of which 10.99% is from African American owned businesses. Funding for this project is from the Park Improvement Fund. **(Capital Improvements Division) District 1 (MWJ)**

Background & Justification: The design professional was selected on October 6, 2022, pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055. CSA No. 4 will provide the professional services necessary for the Jupiter Beach Park Grounds Bridge Superstructure Replacement project.

Attachments:

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

Recommended by:  3/02/24
 Department Director Date

Approved by:  3/19/24
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$130,853	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$130,853</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Is this item using Federal Funds? Yes _____ No X
 Is this item using State Funds? Yes _____ No X

Budget Account No:

Fund 3600 Dept 581 Unit P891 Object 6505

PROFESSIONAL SERVICES \$127,052.39
 STAFF COSTS \$ 3,800.00
 TOTAL \$130,852.39

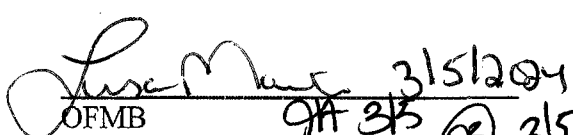

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Park Improvement Fund.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 3/15/24  3/12/24
 OFMB JFA 3/5 @ 3/5 Contract Development and Control
 Feb 3/12/24

B. Legal Sufficiency:

 3/15/24
 Assistant County Attorney

C. Other Department Review:


 Department Director

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

LOCATION MAP

Project No: 2023-024654
Project Name: Jupiter Beach Park Grounds Bridge Superstructure Replacement
Location: 1375 Jupiter Beach Road, Jupiter, Florida 33477



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/09/2023 REQUESTED BY: Brian McNamara PHONE: 233-0266

PROJECT TITLE: Jupiter Beach Park Grounds Bridge Superstructure Replacement (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A EFDO # 2023-024654 IST PLANNING NO.:

REQUESTED AMOUNT: \$130,842.39 BCC RESOLUTION #: R2023-0260 DATE: 03/14/23

CSA or CHANGE ORDER NUMBER: CSA #4

LOCATION: 1375 Jupiter Beach Road, Jupiter BUILDING NUMBER: 1069

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR: Alan Gerwig & Associates, Inc. (Continuing Structural Engineering Consultant)

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

Professional services shall include design, construction document preparation, permitting assistance and construction administration phase services necessary to replace the existing superstructure span with a pre-fabricated steel bridge of the same geometric cross section.

Table with 2 columns: Category (CONSTRUCTION, PROFESSIONAL SERVICES, STAFF COSTS*, EQUIP/SUPPLIES/ADVERTISING/PERMITTING, CONTINGENCY, TOTAL) and Amount (\$, \$127,052.39, \$ 3,800.00, \$, \$, \$130,852.39)

* 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: 3600 DEPT: 581 UNIT: P891 OBJ: 6505

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

Ad Valorem (Amount \$ 130,852.39) Infrastructure Sales Tax (Amount \$) State (source/type: Amount \$) Federal (source/type: Amount \$) Grant (source/type: Amount \$) Impact Fees: (Amount \$) Other (source/type: Amount \$)

Department: Parks and Recreation

BAS APPROVED BY: [Signature]

DATE 11/16/2023

ENCUMBRANCE NUMBER:

RR 2/15/24

**SUMMARY SHEET
CONSULTANT SERVICES AUTHORIZATION #4**

ALAN GERWIG & ASSOCIATES, INC.
(Continuing Structural Engineering Consultant)

**JUPITER BEACH PARK GROUNDS BRIDGE SUPERSTRUCTURE REPLACEMENT
PROJECT NO. 2023-024654**

This Consultant Services Authorization #4 is for professional engineering services for the Jupiter Beach Park Grounds Bridge Superstructure Replacement project located at 1375 Jupiter Beach Road, Jupiter, FL.

Professional services shall include design, construction document preparation, permitting assistance and construction administration phase services necessary to replace the existing superstructure span with a pre-fabricated steel bridge of the same geometric cross section.

The existing pedestrian and vehicular bridge to the picnic island is failing and in need of replacement.

EBO Program

The API established for this contract is 20% SBE participation, of which 5% must be African American businesses. The Consultant committed to 98% SBE participation, of which 15% must be African American. SBE participation for this CSA is 32.98% of which 9.38% is African American owned businesses. When added to the Consultant's participation to date, the resulting SBE participation is 56.09% of which 10.99% is African American owned businesses.

CONSULTANT SERVICES AUTHORIZATION #4

ALAN GERWIG & ASSOCIATES, INC.
(Continuing Structural Engineering Consultant)

**JUPITER BEACH PARK GROUNDS BRIDGE SUPERSTRUCTURE REPLACEMENT
PROJECT NO. 2023-024654
DISTRICT NO. 1**

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 4 to the Contract dated 03/14/23 (R2023-0260 (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: ALAN GERWIG & ASSOCIATES, INC., whose Federal Tax ID# is 65-0843137.

2. History: Not applicable. This CSA is for a new project.

3. Services completed to date: Not applicable. This CSA is for a new project.

4. Description of Services to be provided by Consultant: Professional services shall include design, construction document preparation, permitting assistance and construction administration phase services necessary to replace the existing superstructure span with a pre-fabricated steel bridge of the same geometric cross section, as detailed on the attached proposal dated October 24, 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 **\$127,052.39**.

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, as amended, shall remain in full force and effect, unless specifically noted as follows:

RESILIENCY AND SUSTAINABILITY

The design must meet the requirements of County's policy and procedures manual, PPM CW-O-093, "Resiliency and Sustainability in County Capital Construction Projects". The design professional shall provide the County a complete resiliency and sustainability checklist for the project. Pursuant to Florida Statutes 255.2575, all County buildings shall be constructed to comply with a sustainable building rating system or national model green building code. The project should use the most recent version of the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection to plan for future sea level rise.

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 20% SBE participation, of which 5% must be African American businesses. The Consultant committed to 98% SBE participation, of which 15% must be African American. SBE participation for this CSA is 32.98% of which 9.38% is African American owned businesses. When added to the Consultant's participation to date, the resulting SBE participation is 56.09% of which 10.99% is African American owned businesses.

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Project No.: 2023-024654

Project Name: Jupiter Beach Park Grounds Bridge Superstructure Replacement

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

Date: _____

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Director - FD&O

WITNESS:

CONSULTANT: ALAN GERWIG &
ASSOCIATES, INC.

Signature

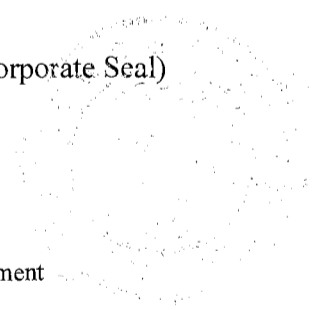
By: _____
Signature

Name (type or print)

Alan Gerwig
Name (type or print)

President
Title

(Corporate Seal)



Revised SBE and M/WBE (AA) Participation

In its Annual Structural Engineering Services contract, Alan Gerwig & Associates, Inc. (Consultant) committed to 98% SBE participation, of which 15% must be African American businesses. However, the firm was sold to a non-SBE firm prior to the proposal submission deadline for this CSA and unbeknownst to the County. As such, the Consultant is no longer a certified SBE. Based on this information, the Consultant's SBE participation for this CSA is reduced to 32.98% of which 9.38% is African American owned businesses. When added to the Consultant's participation to date, the resulting SBE participation is 56.09% of which 10.99% is African American owned businesses.



December 5, 2023

Alan Gerwig

Email: agerwig@aga-engineering.com

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

ALAN GERWIG & ASSOCIATES INC
12798 W Forest Hill Blvd Ste 201
Wellington FL 33414

Dear Alan Gerwig:

In accordance with Section 2.80.28(b)(2)(o) of the Palm Beach County Code, your company has been decertified as a Small Business Enterprise (SBE) with Palm Beach County. This letter serves as your written notification of this matter.

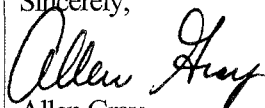
The reason(s) for your decertification is as follows:

1. There has been a substantial change in the circumstances of operatio control or ownership.

On November 13, 2023, the firm GM2, Inc. headquartered in Glastonbury, CT., purchased Alan Gerwig & Associates (AGA). The Office of Equal Business Opportunity received notification of the acquisition December 1, 2023 and determined that due to this change in ownership, AGA no longer meets the eligibility requirements for certification.

Under Section 2-80.28 (b)(2)(o) of the Palm Beach County Code, you have the right to appeal this decision. You must submit a signed and dated letter, no later than twenty (20) days from issuance of this letter, to Tonya Davis Johnson, Director of the Office of Equal Business Opportunity, requesting an Administrative Review. Your request for appeal must state the specific reasons why you believe the denial of certification is erroneous and include documentation that supports your claim. This request only applies to the appeals process of the Palm Beach County Office of Equal Business Opportunity.

If your appeal(s) is/are denied, you cannot re-apply for certification with Palm Beach County for one (1) year from the date of decertification. This decertification in no way precludes your company from obtaining or performing work for Palm Beach County.

Sincerely,

Allen Gray
Manager

12798 W. Forest Hill Boulevard
Suite 201
Wellington, FL 33414
Phone: (561) 792-9000
Fax: (561) 792-9901
CA No. 7969

Alan Gerwig & Associates, Inc.
Consulting Engineers



October 24, 2023

Brian McNamara
Facilities Development and Operations, Capital Improvements Division
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Jupiter Beach Park Grounds Bridge Superstructure Replacement
PBC Proj. No.: 2023-024654

Dear Mr. McNamara:

We are pleased to provide our proposed scope of services and fees to prepare construction documents and provide construction observations for the replacement of the existing bridge superstructure at the above referenced location.

Scope of Services:

- Obtain as-built survey from field measurements taken by survey subconsultant Brown & Phillips. A detailed survey scope of services is provided in their attached proposal to AGA.
- Perform visual inspection of existing bridge, take supplemental field measurements. Based on the condition report prepared by WGI it is assumed that the bridge substructure will not require any modification or repair.
- Coordinate utility adjustments for existing utilities supported on existing bridge.
- Prepare construction documents suitable for bidding that will include the necessary plans and details to replace the existing superstructure span with a pre-fabricated steel bridge of the same geometric cross section. The steel superstructure span will be designed by Contech, who design and fabricate pre-engineered bridges (Contech will be a sub-consultant to AGA – see attached proposal). This will provide a design meeting all the geometric requirements for this project that all contractors can utilize in their bid. Approved equal pre-engineered bridges will be allowed. Contractors offering an approved equal bridge meeting the performance specifications and plans will need to have the bridge designed by a

“Delegated Engineer” retained by the Contractor. Review of the design calculations and details for an approved equal pre-engineered bridge prepared by the Delegated Engineer will be performed by AGA as part of the post design services.

- Environmental permitting will include obtaining permits from Florida Department of Environmental Protection, Town of Jupiter and, if there is any proposed work in the water, US Army Corp of Engineers (which includes consultation with Federal Agencies National Marine Fisheries Service and US Fish & Wildlife Service). Permitting will be coordinated by AGA and performed by subconsultant EW Consultants. The detailed environmental permitting scope of services is provided in their attached proposal to AGA. AGA will assist by providing documentation relating to the construction means and methods and responses to review comments on the same. Permitting related to the US Army Corps of Engineers is offered as Optional Services.
- The environmental permitting for the trimming of the Mangroves will trigger a plan submittal through the Town of Jupiter Building Department. Typically building department permits are submitted by a licensed general contractor. In this case we anticipate that a “preliminary building permit” application will be necessary. AGA will coordinate with the building department and submit the bridge construction drawings for their review and comment. If a formal permit is required by the Town, the contractor that is awarded the construction contract will be required to assume the permitting responsibility and obtain an official building permit.
- Post design services will include shop drawing review, field observations of construction, review of as built drawings, and project closeout. Close out will include final inspection and certification and closing out of the issued permits. Meetings and field observations included in the scope for post design services are as follows:
 - Attend pre-bid meeting.
 - Attend pre-construction meeting.
 - Attend progress meetings during construction (this proposal includes up to a total of 5 meetings during construction).
 - Respond to contractor’s requests for information.
 - Review and approve pay applications.
 - Inspect substructure after existing superstructure has been removed and inspect for damage prior to preparation of the bearings for the new bridge (2 site visits).
 - Be onsite during the placement of the prefabricated bridge superstructure.
 - Inspect deck reinforcing and observe cast-in-place concrete deck placement (2 site visits).
 - Inspect handrail modifications (1 site visit).
 - Inspect utility reattachment and confirm services restored and operational (2 site visits).
 - Perform punch list and final inspection with project certification (2 site visits).

- If an approved equal pre-engineered bridge is proposed by the contractor, AGA will review the plans and calculations as part of post design services. This part of the scope is offered under Optional Services below and will only be required if an approved equal is proposed.

Fees for Basic Engineering Services:

Construction Documents – Prime Consultant (AGA)	\$46,251.00
Construction Documents – Sub Consultant (Contech)	\$23,000.00
Post Design Services – Prime Consultant (AGA)	\$13,950.00

Fees for Reimbursable Services:

Land Surveying – Brown & Phillips, Inc.	\$11,914.80
Environmental Permitting – EW Consultants, Inc.	\$7,999.11

Fees for Optional Services:

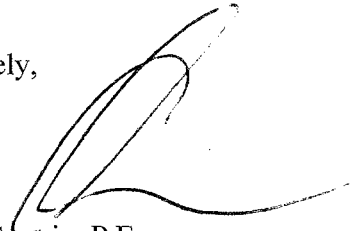
Post Design Services – Prime Consultant (AGA)	\$1,950.00
Environmental Permitting – EW Consultants, Inc.	\$21,987.48

Deliverables:

- 50% Construction Documents
- 90% Construction Documents
- Final Construction Documents

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Alan Gerwig, P.E.
President

Estimate of Work Effort and Cost

Name of Project:	Jupiter Beach Park Grounds Bridge Superstructure Replacement	Consultant Name:	Alan Gerwig & Associates, Inc.
PBC Project Number:	2023-024654	Consultant Number:	
		Date:	10/24/2023

Task Description	Total Staff Hours	Staff Categories							Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		Sr. Engineer	Project Manager	Project Engineer	Engineer	Engineer Intern	Designer	Cadd Tech			
		\$65.00	\$61.00	\$57.00	\$49.00	\$36.00	\$36.00	\$33.00			
BASIC SERVICES											
<u>Design Services</u>											
Project management/coordination and meetings	16.0	16.0							16.0	\$1,040.00	\$ 65.00
Existing utility coordination	12.0	4.0		8.0					12.0	\$716.00	\$ 59.67
Site visit, coordinate survey and make supplemental measurements (incl. 2 site visits)	12.0	12.0							12.0	\$780.00	\$ 65.00
Substructure Load Bearing Assessment	40.0	30.0	10.0						40.0	\$2,560.00	\$ 64.00
Building Department Permit	40.0	30.0					10.0		40.0	\$2,310.00	\$ 57.75
<u>Construction Documents</u>											
Cover Sheet	3.0			1.0			2.0		3.0	\$129.00	\$ 43.00
Note Sheet	10.0	6.0					4.0		10.0	\$534.00	\$ 53.40
Plan & Elevation	40.0	12.0		8.0			20.0		40.0	\$1,956.00	\$ 48.90
Substructure Plan	22.0	8.0					14.0		22.0	\$1,024.00	\$ 46.55
Superstructure Plan & (Contech) coordination	32.0	16.0		8.0			8.0		32.0	\$1,784.00	\$ 55.75
Handrail details	16.0	4.0		6.0			6.0		16.0	\$818.00	\$ 51.13
Misc. design and details	12.0	4.0		4.0			4.0		12.0	\$632.00	\$ 52.67
50% & 90% review comments response	22.0	6.0		8.0			8.0		22.0	\$1,134.00	\$ 51.55
<u>Post Design</u>											
Prebid meeting	4.0	4.0							4.0	\$260.00	\$ 65.00
Preconstruction Meeting	4.0	4.0							4.0	\$260.00	\$ 65.00
Submittal Reviews	12.0	2.0		10.0					12.0	\$700.00	\$ 58.33
Construction progress meetings (5 each)	20.0	20.0							20.0	\$1,300.00	\$ 65.00
Site Inspections (5 each)	20.0	10.0		10.0					20.0	\$1,220.00	\$ 61.00
Final inspection & punch list (2 site visits)	8.0	8.0							8.0	\$520.00	\$ 65.00
Final project close out and certification	6.0	6.0							6.0	\$390.00	\$ 65.00
<u>Post Design - Optional Services</u>											
Review of "Approved Equal" Bridge Submittal	10.0	10.0							10.0	\$650.00	\$ 65.00
Total Staff Hours (Basic Services)	361.0	212.0	10.0	63.0	0.0	0.0	76.0	0.0	361.0		
Total Staff Cost (Basic Services)		\$13,780.00	\$610.00	\$3,591.00	\$0.00	\$0.00	\$2,736.00	\$0.00		\$20,717.00	\$ 57.39

EBO SBE Calculation for this Fee Summary				SBE \$		M/WBE	
	Prime			\$62,151.00			
	Brown & Phillips, Inc.			\$11,914.80		\$11,914.80	
	EW Consultants			\$29,986.59			
	Totals			\$104,052.39	\$	11,914.80	
Percentage SBE & M/WBE Participation:				82%	9.38%		

Basic Services:	
Salary Related Costs:	\$20,067.00
Contract Multiplier	3.00
Subtotal Basic Services (Prime Firm):	\$60,201.00
Subconsultant Services	
Survey Services - Brown & Phillips	\$11,914.80
Environmental Permitting - EW Consultants	\$7,999.11
Superstructure Design - Contech Engineered Solutions	\$23,000.00
Subtotal Basic Services (Subconsultants)	\$42,913.91
Basic Services Total:	\$103,114.91
Optional Services:	
Environmental Permitting - EW Consultants, Inc.	\$21,987.48
Review of "approved equal" submittal - AGA	\$1,950.00
Optional Services Total:	\$23,937.48
Grand Total	\$127,052.39

August 11, 2023

Mr. Alan Gerwig, P.E., LEED AP
Alan Gerwig & Associates, Inc.
12798 W. Forest Hill Boulevard, Suite 201
Wellington, FL 33414

**Re: Jupiter Beach Park Island Bridge Replacement Topographic Survey
Palm Beach County Project No. 2023-024654**

Dear Alan:

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

We will perform a specific purpose/topographic survey under this project and the survey work will be performed in accordance with the current Standards of Practice and Palm Beach County Roadway Design Procedures dated January 2019, and all Palm Beach County requirements. All survey work done will result in a signed and sealed survey drawing (all to be delivered to the County office for review and approval) in accordance with all applicable requirements, Roadway Design standards of 2019 (Appendix C, D & F), codes, rules and Statutes governing Surveying and Mapping.

I. PROJECT DESCRIPTION

The scope of work for this project involves replacing the existing bridge superstructure with a new one supported on the existing bridge foundation. We will prepare an as-built survey of the existing bridge that includes the bridge substructure measurements in as much detail as possible since you will be designing new superstructure that will be supported on the end bent caps. The features of the bridge and end bent that we will locate in detail are:

- Backwall width and height
- Bent cap width and elevations
- Bridge deck width (curb to curb and out-to-out)
- Wingwall geometry and dimensions
- Existing handrails with post located.
- Location and size of all utilities attached to the bridge.
- Center line distance between the steel bearing pads, detail of the location of anchor bolts dimensioned from the center line of each bearing point and size of anchor bolts embedded into the bent cap.
- Embankment topo 25' outside of bridge deck from top of bank to edge of water.
- Canal cross sections are not required.

The limits of the survey are outlined in red on the included map.

1860 Old Okeechobee Road • Suite 509 • West Palm Beach, Florida 33409

(561) 615-3988 • Fax (561) 615-3991
M:\PROPOSALS\BY COMPANY\ALAN GERWIG & ASSOCIATES\Jupiter Beach Park Bridge\Jupiter Beach Park Bridge Replacement Design Survey.doc

II. 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. We will prepare a project network control (PNC) sheet meeting Palm Beach County standards. The Project Network Control (PNC) sheets will be part of the survey, signed, certified signed & sealed within the survey.

III. RIGHT-OF-WAY

No right-of-way compilation or title review are proposed.

IV. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed along the route using the existing Palm Beach County benchmarks (NAVD 1988). Benchmarks will be set along the route, not exceeding 600 feet apart. All benchmarks will be set outside of the proposed limits of construction.

V. BASELINE LAYOUT

We will lay out the baseline at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of the route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.

VI. HORIZONTAL CONTROL POINTS

Stations and offsets and State Plane Coordinates and monumentation will be labeled at begin and end of historic baseline as well as PI's, PC's, PT's, PRC's and PCC's along the baseline not to exceed 1000 feet between control stations. All monumentation along the historic baseline will be referenced to the intervisible random project control monumentation. We propose to set two (2) horizontal control points.

VII. SECTION TIES AND PROPERTY TIES

We will tie in section corners and property corners along the route to check the present alignment of Jupiter Beach Park Road. We will try to locate as many corners as possible to positively establish the current rights of way. We will tie in a minimum of two (2) Palm Beach County geodetic points to meet County requirements. Subdivision corners, section corners and other existing control monumentation that will assist in the establishment of the R/W will be located and shown on the Survey.

VIII. TOPOGRAPHY AND CROSS SECTIONS

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, striping, etc. These locations will show all features within the limits of the survey. Cross sections will be done along the route at 50-foot intervals.

IX. AS-BUILTS

We will attempt to get as-built information on all the pipes leading out of any storm structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

X. BRIDGE SURVEY

We will do a drawing of the existing structure and obtain elevations and locations. We will measure elevations of abutments and bridge deck. No soundings are proposed. No bridge modeling or scanning is proposed since the existing bridge will be replaced.

XI. TREE LOCATIONS

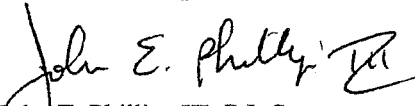
We will locate the native trees (4" and larger measured at breast height) and shrubs/hedges within the limits of the survey. We will show the limits of the mangroves and not individual trees. These will be shown on the CADD file with types and caliper sizes. Not a tree survey.

XII. CLOSURE

A certified signed and sealed Topographic Survey (11" x 17" sheets on a 1" = 40' scale) will be prepared and delivered, to be included with the engineering plans (sheets SURX-SURXX) showing the existing right-of-way and supporting record information in addition to all improvements as outlined. We will also provide a printout of the right-of-way information in hard copy and digital format (CAD and PDF), as part of the approved survey plan submittal, showing labels referencing each document used to plot the right-of-way. We propose to provide Alan Gerwig & Associates, Inc., and Palm Beach County Survey Section with 1 set certified, signed & sealed, of the Survey, 1 set in PDF digitally signed and CAD files in the version requested. We will perform the scope of services for a **lump sum fee of \$11,914.80** (see Table '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.

Sincerely,

Brown & Phillips, Inc.



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

JEP/mb



BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

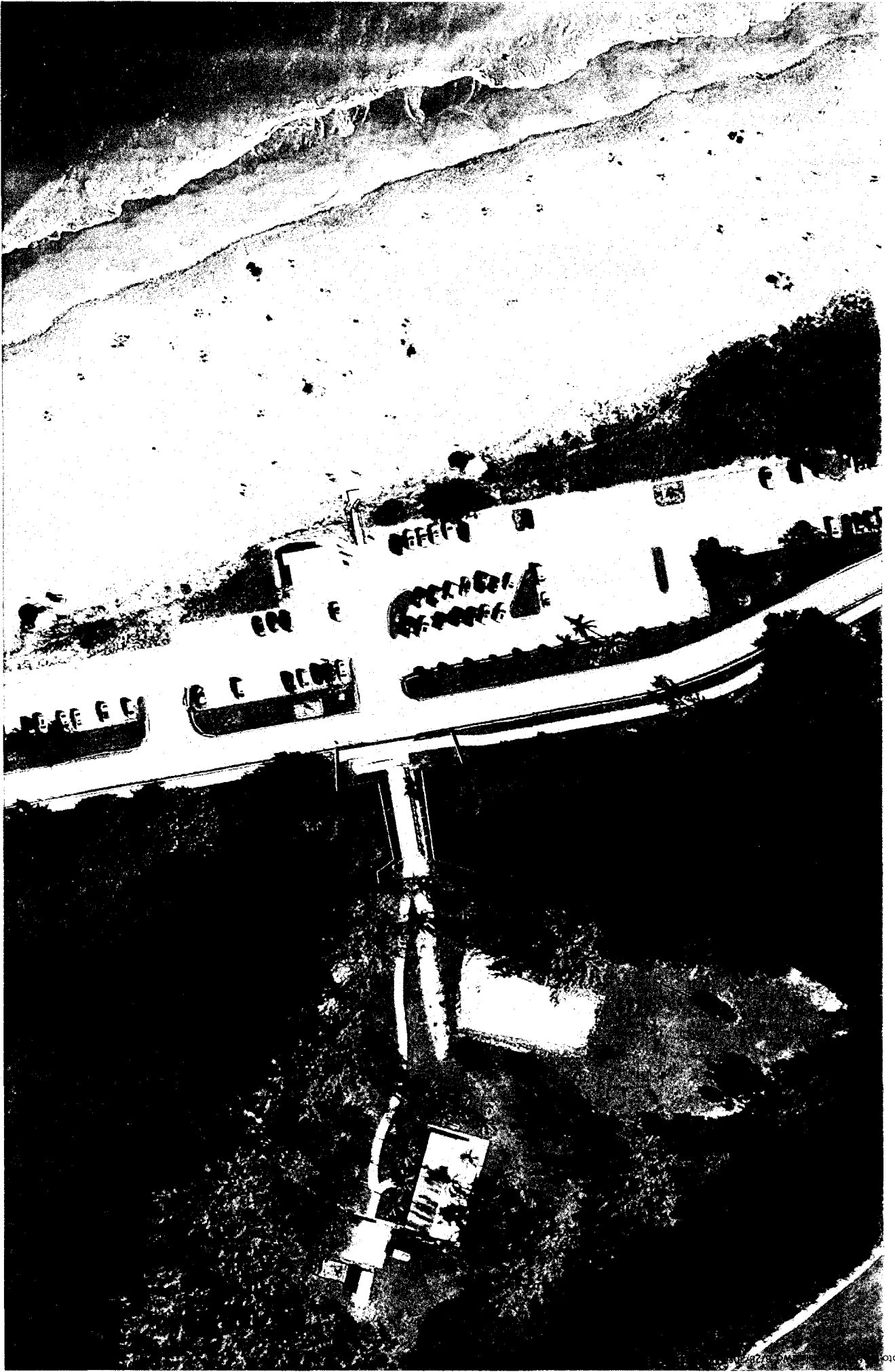
TABLE 'A'

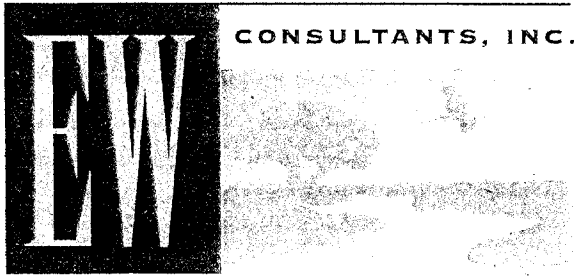
Jupiter Beach Park Island Bridge Replacement
Palm Beach County Project No. 2023-024654

Type of Survey: Topographic
Date: August 11, 2023

TASK	SURVEY CREW (3 PERSON)	CADD TECHNICIAN	SURVEY TECHNICIAN	PROFESSIONAL LAND SURVEYOR	COMMENTS
Meetings and Coordination				1	
Horizontal Project Network Control	4		1	1	Establish control
Vertical Project Network Control	7		1		Set benchmarks along corridor
Horizontal Control Points	2			0.5	Set horizontal control points and prepare PNC Sheet
Section Ties	4		1		Tie in PBCo. Horizontal control
Topography and Cross Sections	6		2	1	Locate all above ground features 50' cross sections
As-builts	1				As-built storm structures
Bridge Survey	10		3	3	Bridge structure over Loxahatchee River
Tree Locations	2				Locate planted trees in RW (4" or greater)
Specific Purpose Survey		16	5	3	Prepare drawing of Specific Purpose Survey with bridge details
Address Comments			6	3	
Total Hours:	36	16	19	12.5	
Rate/Hour	\$65.60	\$31.00	\$31.00	\$42.00	unloaded rates
Subtotal:	\$2,361.60	\$496.00	\$589.00	\$525.00	
Total Labor Cost (unloaded):					\$3,971.60
Multiplier:					3.00
Total Labor Cost (loaded):					\$11,914.80

Other Direct Costs:	quantity	unit	cost/unit	total
Legal Description & Sketch		each	\$600.00	\$0.00
Small Boat		day	\$55.00	\$0.00
Total Other Direct Costs:				\$0.00
TOTAL PRICE				\$11,914.80





August 24, 2023

Mr. Alan Gerwig, P.E.
Alan Gerwig & Associates, Inc.
12798 Forest Hill Boulevard, Suite 201
Wellington, FL 33414

VIA EMAIL: agerwig@aga-engineering.com

**RE: Jupiter Beach Park Bridge; Environmental Permitting
Palm Beach County, Florida**

Dear Mr. Gerwig:

EW Consultants, Inc. is pleased to provide this letter agreement for professional environmental consulting services. Pursuant to our conversation, we understand you are in need of environmental assessment and consulting assistance for proposed bridge replacement in the subject area. Based on this understanding, we have prepared the following scope of services, schedule and fees for your review.

SCOPE OF SERVICES

Task 1 – Mangrove Alteration Permitting

We will review and assess the project area for mangrove impacts that will be necessary for replacement of the existing bridge. We will compile the information and will prepare a mangrove alteration permit application for submittal to Florida Department of Environmental Protection (FDEP) and Town of Jupiter (TOJ). If required, we will include a mitigation plan for the proposed mangrove alterations. We will coordinate with FDEP and TOJ staff for timely review of the applications and will provide additional information when requested.

Task 2 - Conduct Submerged Resource Assessment and Prepare Report (OPTIONAL)

We will assemble aerial photographs, resource maps and other relevant information covering the bridge area and adjacent areas. We will conduct a detailed resource survey including in-water assessment of the proposed work area and surrounding area. We will identify natural resources including seagrasses and other aquatic resources. We will use this information to

prepare a survey report that will include narrative text, maps and graphics to document the results of the assessment.

It is important to note that National Marine Fisheries Service guidance requires valid seagrass surveys to be conducted between June 1st and September 30th. Surveys conducted outside of this timeframe may be used for planning purposes, but may not be accepted for permitting purposes.

Task 3 - Florida Bonneted Bat Limited Roost Survey (OPTIONAL)

We will conduct a Limited Roost Survey for the Florida Bonneted Bat. The survey will include a habitat assessment, inspection for any potential roost trees or structures, and detailed visual inspection of all potential roost structures. We will document the results of the survey in a detailed report that will include methods, narrative text and graphics. We will submit the report to COE and will coordinate with COE and U.S. Fish & Wildlife Service (FWS) staff as necessary to facilitate review and approval of the report.

Task 4 - Environmental Resource Permitting Assistance (OPTIONAL)

We will assist project engineers in preparing relevant portions of the Environmental Resource Permit (ERP) application for submittal to South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (COE). This work will include documentation and graphics quantifying wetland and resource impacts, a compensatory mitigation plan if applicable which will be specific to tidal wetland habitat, wetland habitat scoring, and coordination with agencies regarding listed species issues. This will include coordination with Federal commenting agencies such as EPA, USFWS, and NMFS who may have specific habitat or species related concerns. We will coordinate with agency staff to facilitate timely review of the ERP application through the process. We will provide technical responses to two agency requests (two each SFWMD and COE) for additional information) and will coordinate with staff reviewers. We will provide necessary documents to speed and facilitate the processing, such as Public Notice and permit drafts.

Task 5 - Team and Submittal Meetings (OPTIONAL)

The Environmental Project Manager will prepare for and attend up to three team or submittal meetings. This scope includes preparation of responses to comments received from the project team or CID relating to the project plan submittals.

SCHEDULE

We will provide our services in an orderly and expeditious fashion to meet the mutually agreed project schedule. However, it is important to note that National Marine Fisheries Service guidance requires valid seagrass surveys to be conducted between June 1st and September 30th. Surveys conducted outside of this timeframe may be used for planning purposes, but will not be accepted for Federal permitting purposes.

FEES AND BILLING

We will provide the services described in Tasks 1 through 5 in accordance with the fee schedule table provided below. All direct expenses are billed at cost, and are included in the task fee amounts. In the event that you authorize our participation in additional services, these services will be provided on a time and materials basis in accordance with the attached billing rate schedule.

Task	Description	Fee Amount
1.	Mangrove Alteration Permitting	\$ 7,999.11
2.	Submerged Resource Assessment and Report	\$ 3,739.56
3.	Florida Bonneted Bat Survey	\$ 3,889.56
4.	Environmental Resource Permitting Assistance	\$ 12,478.56
5.	Team and Submittal Meetings	\$ 1,879.80

Billing is monthly based on percentage complete of lump sum efforts and hourly effort and direct expenses for any Additional Services. All invoices are due and payable within 30 days of receipt by the Client. If you would like us to proceed with these services, please sign this agreement in the space provided below and return it to us. This will be considered notice to proceed. We look forward to the opportunity to assist you on this project, and if you have any questions, please feel free to call me.

JUPITER BEACH PARK BRIDGE

TASK	Senior Professional Scientist	Project Manager	Environmental Scientist	CADD Technician	EXPENSE	TOTAL FEE	TOTAL HOURS
	\$41.66	\$33.33	\$28.33	\$28.33			
TASK 1. Mangrove Alteration Permitting							
Collect data, assess impacts, mitigation plan, coordination	2	35	42	8		\$ 2,666.37	87
SUBTOTAL TASK 1	2	35	42	8	\$ -	\$ 2,666.37	87
Project Summary Total Task 1	2	35	42	8	\$0.00	\$ 2,666.37	87
OPTIONAL TASKS							
TASK 2. SUBMERGED RESOURCE ASSESSMENT AND REPORT							
Collect data, conduct survey and prepare report	4	12	16	8		\$ 1,246.52	40
SUBTOTAL TASK 2	4	12	16	8	\$ -	\$ 1,246.52	40
TASK 3. FLORIDA BONNETED BAT SURVEY AND REPORT							
Collect data, conduct survey and prepare report	2	16	16	8		\$ 1,296.52	42
SUBTOTAL TASK 3	2	16	16	8	\$ -	\$ 1,296.52	42
TASK 4. ENVIRONMENTAL RESOURCE PERMITTING ASSISTANCE							
Application preparation, team and agency coordination, RAI responses	8	40	64	24		\$ 4,159.52	136
SUBTOTAL TASK 4	8	40	64	24	\$ -	\$ 4,159.52	136
TASK 5. TEAM AND SUBMITTAL MEETINGS							
Attendance at three meetings including planning and responses	0	12	6	2		\$ 626.60	20
SUBTOTAL TASK 5	0	12	6	2	\$ -	\$ 626.60	20
Project Summary Total Tasks 2-5	14	80	102	42	\$0.00	\$ 7,329.16	238
PROJECT FEE TOTAL TASKS 1-5	\$666.56	\$3,832.95	\$4,079.52	\$1,416.50	\$ -	\$9,995.53	
						*3.0 Multiplier = \$ 29,986.59	

PROPOSAL FOR PROFESSIONAL SERVICES

Contech Engineered Solutions, LLC ("Contech") is pleased to provide the following professional services proposal for the Big R Bridge® Rolled Girders ("Product") for the above referenced project ("Project"). This proposal, if accepted by Alan Gerwig & Associates, Inc. ("Company") within thirty (30) days of the date hereof, shall constitute a binding contract and incorporates by reference Contech's Standard Terms and Conditions for Professional Services. Any different or additional terms or conditions contained in Company's acceptance of this proposal are hereby objected to by Contech and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Contech's authorized representative.

I. PROFESSIONAL SERVICES

Description of Professional Services:

Contech proposes to provide Company the following professional services ("Services") signed and sealed by a Professional Engineer registered in the State of Florida:

- o Prepare Contech Construction Drawings (CCD) for the Big R Bridge Rolled Girder.
- o Prepare engineering calculations for the Big R Bridge Rolled Girder.

Description of Structure Product:

The material cost for the structure product associated with the proposed engineering services is estimated to be **\$202,000**. This includes the following:

- 66' long x 16' wide Big R Vehicular girder bridge, Galvanized finish, CIP pan for a future reinforced concrete deck, TL-1 Rated girder mounted railing (not crash tested), horizontal safety rails for pedestrians, HL-93 loading.

This material estimate is preliminary and may change upon further refinement of the design and review of site parameters. The material estimate is based on material costs as of August 18th, 2023 and is subject to change at the time of final quote or order.

Exclusions/Work Provided by Others

Company shall provide Contech with full information regarding the Project's design requirements, including but not limited to project plans (including drainage, grading, and utility plans) and specifications, site topography data, special structural or loading requirements, geotechnical report and soil boring data, hydrological and flood plain data, hydraulic sizing, scour analysis, and any special owner/governing agency requirements.

Contech shall have no responsibility for any permitting, installation or construction activities or services of any kind, shoring design, shoring means and methods, inspections, investigations, reports, or data unless specifically provided in Contech's scope of work above.

Anticipated Schedule

It is anticipated that design will commence upon acceptance of this proposal and receipt of the project information listed above. Contech anticipates design services and deliverables will be provided 6-7 weeks from commencement of work. The drawings will be subject to one review by Company. Revisions required due to errors on Contech plans or omissions from Contech plans will be completed under this scope of services. Any further revisions or changes to the scope of services described will be subject to additional fees.

Fees for Professional Services

Contech will provide the services outlined above for a lump sum fee of **\$23,000** to be billed upon the completion of services. Payment terms are net 30 days from date of invoice.

The professional services provided pursuant to Article I are provided for the express purpose of gaining approval of the use of these Contech Products from the permitting agencies/owners and in the interest of Contech ultimately supplying the Product. Contech will grant a limited, non-exclusive license to copy and/or implement such drawings, designs, calculations and deliverables only upon the purchase of the Product from Contech in connection with this Project. Use of the Services with any other structure, manufacturer or project is strictly prohibited and voids any and all representations and warranties, express or implied, related to the Services. Contech expressly disclaims any and all liability related to use of the Services with any other structure, manufacturer or project. To the fullest extent permitted by applicable law, Client agrees to indemnify, defend and hold harmless Contech along with its respective officers, directors, owners, employees and agents from and against all claims, damages, losses, causes of action, suits, judgments and expenses (including but not limited to reasonable attorney's fees) of any person or entity, to the extent arising out of Client's use of the Services with any other structure, manufacturer or project.

OEBO SCHEDULE 1

Jupiter Beach Park Grounds Bridge
 SOLICITATION/PROJECT/BID NAME: Superstructure Replacement

SOLICITATION/PROJECT/BID NO.: 2023-024654

SOLICITATION OPENING/SUBMITTAL DATE: June 14, 2022

COUNTY DEPARTMENT: Capital Improvements Division

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

NAME OF PRIME RESPONDENT/BIDDER: Alan Gerwig & Associates, Inc. ADDRESS: 12798 W. Forest Hill Blvd. Suite 201 Wellington, FL 33414

CONTACT PERSON: Alan Gerwig PHONE NO.: 561-792-9000 E-MAIL: agerwig@aga-engineering.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$62,151.00

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

Non-SBE MBE WBE SBE

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. EW Consultants, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$29,986.59		
2. Brown & Phillips Inc	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$11,914.80					
3. Contech	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$23,000.00		
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"/>						
Total					\$11,914.80			\$52,986.59		

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 127,052.39

Total Certified S/M/WBE Participation \$ 41,901.39

I hereby certify that the above information is accurate to the best of my knowledge: Alan Gerwig President
 Name & Authorized Signature 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 opening or 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: 2023-024654
 SOLICITATION/PROJECT NAME: Jupiter Beach Park Grounds Bridge Superstructure Replacement

Prime Contractor: Alan Gerwig & Associates, Inc. Subcontractor: N/A

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/28/21 - 12/27/24

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	Structural Engineering Services				\$62,151.00

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: \$62,151.00

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.

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

Alan Gerwig & Associates, Inc.

Print Name of Prime

By: [Signature]

Authorized Signature

Alan Gerwig

Print Name

President

Title

Date: 10/31/2023

N/A

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: 2023-024654

SOLICITATION/PROJECT NAME: Jupiter Beach Park Grounds Bridge Superstructure Replacement

Prime Contractor: Alan Gerwig & Associates, Inc. Subcontractor: EW Consultants, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 02/16/2021 - 02/15/2024

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	

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Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Environmental Services				\$29,986.59

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: \$29,986.59

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: _____

Alan Gerwig & Associates, Inc.

Print Name of Prime

By: [Signature]
Authorized Signature

Alan Gerwig

Print Name

President

Title

Date: 11/9/2023

EW Consultants, Inc.

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Edward Weinberg

Print Name

President

Title

Date: 11/1/23

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: 2023-024654
 SOLICITATION/PROJECT NAME: Jupiter Beach Park Grounds Bridge Superstructure Replacement

Prime Contractor: Alan Gerwig & Associates, 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): 1/31/2022 - 1/30/2025

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"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

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
	Surveying Services				\$11,914.80

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: \$11,914.80

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.

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

Alan Gerwig & Associates, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Alan Gerwig
 Print Name
President
 Title
 Date: 11/9/2023

Brown & Phillips, Inc.
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Anthony S. Brown
 Print Name
CEO
 Title
 Date: 11/01/2023

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: 2023-024654

SOLICITATION/PROJECT NAME: Jupiter Beach Park Grounds Bridge Superstructure Replacement

Prime Contractor: Alan Gerwig & Associates, Inc. Subcontractor: Contech Engineered Solutions LLC

(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
	Structural Engineering Services				\$23,000.00

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: \$23,000.00

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

Alan Gerwig & Associates, Inc.
 Print Name of Prime

By: _____
 Authorized Signature

Alan Gerwig
 Print Name

President
 Title

Date: 11/9/2023

Contech Engineered Solutions LLC
 Print Name of Subcontractor/subconsultant

By: _____
 Authorized Signature

James M. Park
 Print Name

Area Manager
 Title

Date: 11/7/2023

ATTACHMENT C
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:

See Attachment

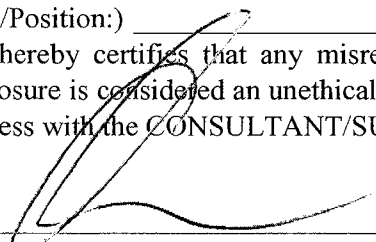
(Attach additional sheets as needed.)

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:) _____, as (Title/Position:) _____ of (Name of Firm:) _____ 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

7-12-23

Date

Conflict of Interest Disclosure Form Attachment

1. Anne Gerwig is owner of 1% of the company of Alan Gerwig & Associates, Inc. and is serving as Mayor of Wellington. The plain language of the code requires abstention when a vote would result in a special financial benefit. The issue of the special financial benefit turns on whether that financial benefit is shared with similarly situated members of the general public. While Palm Beach County is a customer or client of Mayor Gerwig's outside business, voting on matters unrelated to her outside business but benefitting the County would not result in a special financial benefit to her public customer or client, as a government entity represents all residents within its political boundaries. In the event any item would come before her that would offer a special financial benefit to her or her business relating to this contract she would be required to recuse herself from that item thereby removing any conflict of interest for herself, AGA or Palm Beach County. (For reference see Palm Beach County Commission on Ethics RQO 11-92)

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Jupiter Beach Park Grounds Bridge Superstructure Replacement

Project No.: 2023-024654

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

none

(Attach additional sheets as needed)

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

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

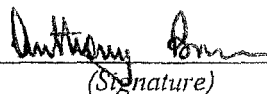
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter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

By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

THIS DISCLOSURE is submitted by Anthony Brown (name), as CEO (title), of Brown & Phillips, Inc. (firm).

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

Anthony Brown, CEO
(Print Name and Title)


(Signature)

01/03/2024
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Jupiter Beach Park Grounds Bridge Superstructure Replacement

Project No.: PBC Proj. No.: 2023-024654

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

N/A

(Attach additional sheets as needed)

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

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

By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

THIS DISCLOSURE is submitted by Mary Lindgren (name), as Project Manager (title), of EW Consultants, Inc. (firm), who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

Paul Ezzo, Vice President
(Print Name and Title)

Paul Ezzo
(Signature)

1/5/2024
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Jupiter Beach Park Grounds Bridge Superstructure
Replacement

Project No.: 2023-024654

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

None

(Attach additional sheets as needed)

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

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

By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

THIS DISCLOSURE is submitted by Jim Park (name), as Area Manager (title), of Contech Engineered Solutions, LLC (firm), who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

<u>Jim Park/Area Manager</u> <i>(Print Name and Title)</i>	Jim Park <small>Digitally signed by Jim Park DN: cn=Jim Park, c=US, o=Contech, email=james.park@cootech.com Date: 2024.01.08 11:10:28 -0500</small> <i>(Signature)</i>	<u>1/8/2024</u> <i>(Date)</i>
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**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001964	Alan Gerwig & Associates, Inc.		Compliant					2022057	Alan Gerwig & Associates, Inc.
		Ag , XV	The Continental Insurance Company	7036299435	1/1/2024	1/1/2025	Excess Liability		
		Ag , XV	Valley Forge Insurance Company	7036299421	1/1/2024	1/1/2025	General Liability		
		A++ , XV	Travelers Casualty and Surety Company of America	107965531	1/1/2024	1/1/2025	Professional Liability		
		Ag , XV	American Casualty Company of Reading, Pennsylvania	7036299449	1/1/2024	1/1/2025	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :