

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	February 3, 2026	(X) Consent	( ) Regular
		( ) Workshop	( ) Public Hearing

**Department:** Environmental Resources Management

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

**A)** a Contract for professional consultant services with Foth Infrastructure & Environment, LLC (FOTH) providing professional coastal and marine engineering consultant services, effective for three (3) years from execution through February 2, 2029;

**B)** a Contract for professional consultant services with Aptim Environmental & Infrastructure, LLC (APTIM) providing professional coastal and marine engineering services, effective for three (3) years from execution through February 2, 2029; and


**C)** a Contract for professional consultant services with Coastal Protection Engineering LLC (CPE) providing professional coastal and marine engineering services, effective for three (3) years from execution through February 2, 2029.

**Summary:** FOTH, a Jacksonville company, APTIM, a Palm Beach County company, and CPE, a Palm Beach County company, will provide professional coastal and marine engineering services on a consultant services authorization basis for various projects within the Department of Environmental Resources Management (ERM) and other County departments. This contract was presented to the Goal Setting Committee (GSC) on March 19, 2025, and the GSC established an Affirmative Procurement Initiative (API) of 15% mandatory Small Business Enterprise (SBE) subcontracting goal and an SBE evaluation preference for Prime Bidders. FOTH committed to 48% SBE participation. APTIM committed to 60% SBE participation. CPE committed to 77% SBE participation. The Contracts contain an option to renew for two (2) additional years. **Countywide (YBH)**

**Background and Justification:** On September 2, 2025, FOTH, APTIM, and CPE were selected to perform the necessary professional services in accordance with the Board of County Commissioners (BCC)-adopted procedures pursuant to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA). Projects that require professional consultant services are budgeted in various capital project accounts and will be authorized on a consultant services authorization basis.

**Attachments:**

1. FOTH Contract with Exhibits A – J
  2. APTIM Contract with Exhibits A – J
  3. CPE Contract with Exhibits A – J
  4. FOTH Disclosure of Ownership Interests Form
  5. APTIM Disclosure of Ownership Interests Form
  6. CPE Disclosure of Ownership Interests Form
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<b>Recommended by:</b>	<i>mm</i> 	1-9-2026
	4/ybh <b>Department Director</b>	<b>Date</b>

<b>Approved by:</b>		1/14/26
	<b>Deputy County Administrator</b>	<b>Date</b>

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget?

Yes X

No \_\_\_\_\_

Does this item include the use of federal funds?

Yes \_\_\_\_\_

No X

Does this item include the use of state funds?

Yes \_\_\_\_\_

No X

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

Fiscal impact cannot be determined at this time. Work under each Contract is authorized on a consultant services authorization (CSA) basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with CSA's being authorized.

### C. Department Fiscal Review:

\_\_\_\_\_ 12/23/25

## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Dev. and Control Comments:

\_\_\_\_\_ 12/23/25  
OFMB

\_\_\_\_\_ 1/12/26  
Contract Development and Control

### B. Legal Sufficiency:

\_\_\_\_\_ 1/13/25  
Assistant County Attorney

\_\_\_\_\_ 1/9/26  
TW

### C. Other Department Review:

\_\_\_\_\_  
Department Director

**CONTRACT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN PALM BEACH COUNTY  
AND FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR  
COASTAL AND MARINE ENGINEERING  
PROFESSIONAL CONTINUING SERVICES CONTRACT  
PROJECT # ERM-CCNA-2025**

This Contract is made as of \_\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Foth Infrastructure & Environment, LLC, 2618 Herschel Street, Jacksonville, FL 32204, an engineering firm, a foreign limited liability company, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. Number is 20-5814224.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide professional coastal and marine engineering services and incidental services as more specifically set forth in the Scope of Work attached hereto as **Exhibit A**. In the event services are required to be performed that are not described in **Exhibit A**, but are within the general scope of services, the COUNTY and the CONSULTANT hereby reserve the right to negotiate consultant services authorizations covering the desired services.

The CONSULTANT shall conduct professional services in accordance with Chapters 471 and 472, Florida Statutes and other applicable local, state and federal standards. The CONSULTANT shall conduct topographic and hydrographic survey work in compliance with the most current U.S. Army Corps of Engineers "Technical Requirements for Surveying, Mapping and Photogrammetric Services", the most current U.S. Army Corps of Engineers "Engineering Design: Hydrographic Surveying," EM 1110-2-1003, and the most current Florida Department of Environmental Protection specifications for topographic (section 02000) and bathymetric (section 02100) surveying.

**ARTICLE 2 - PERIODS OF SERVICE AND SCHEDULES**

This Contract commences on the day and year first written above and ends three years later. At the option of the COUNTY, the Contract can be renewed for an additional two-year period.

Reports and other work items shall be delivered or completed according to schedules established in each Consultant Services Authorization.

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

### **ARTICLE 3 - ASSIGNMENT OF WORK**

The CONSULTANT shall provide professional services on a Consultant Services Authorization basis. A copy of the Consultant Services Authorization form and Supplement form are attached hereto as **Exhibit C** and **Exhibit D**. The COUNTY reserves the right to modify these forms during the term of the Contract. The COUNTY shall prepare each Consultant Services Authorization form. A detailed scope of work, proposal, subcontractor quotes, and spreadsheet identifying all task costs and labor hours shall accompany each Consultant Services Authorization prior to approval. The proposal and spreadsheet format shall be approved by the COUNTY. The CONSULTANT shall sign each Consultant Services Authorization form and return it to the COUNTY to be signed. Any participation or change in participation by a Small Business Enterprise (SBE) subcontractor shall be indicated on the Consultant Services Authorization or Supplement, respectively. Any change in a Consultant Services Authorization's scope of work, including task assignments for the CONSULTANT and/or subcontractor(s), shall be approved in advance by the COUNTY on the Supplement.

For the COUNTY, the Department of Environmental Resources Management Director/Deputy Director shall be authorized to execute Consultant Services Authorizations in amounts not to exceed \$100,000 per Consultant Services Authorization. A copy of each Consultant Services Authorization so approved shall be forwarded to the Contract Development and Control Division. Consultant Services Authorizations exceeding \$100,000 but not exceeding \$200,000 shall require authorization of the Contract Review Committee prior to issuance. Consultant Services Authorizations exceeding \$200,000 shall require approval by the Board of County Commissioners.

### **ARTICLE 4 - PAYMENTS TO CONSULTANT**

- A. Total Contract Amount - The COUNTY agrees to compensate the CONSULTANT in accordance with the fee proposal attached hereto as **Exhibit B**. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. By entering into this Contract, the CONSULTANT is not guaranteed any minimum amount of work. Any and all work shall be at the discretion of the COUNTY.
- B. Methods of Payment - The COUNTY shall pay the CONSULTANT on a fixed price basis in accordance with the approved Consultant Services Authorizations. Alternate methods of payment including not-to-exceed compensation may be used for specific Consultant Services Authorizations if the COUNTY determines that an alternate payment method would be more cost-effective or efficient. A Consultant Services Authorization may be a combination of fixed price, not-to-exceed or other alternate methods of payments.
- C. Invoices - The CONSULTANT shall submit itemized invoices to the COUNTY on a monthly basis, no later than the 15<sup>th</sup> of the following month unless otherwise agreed by the COUNTY, for services rendered in accordance with the authorized budget categories listed below and in **Exhibit B**. Invoices shall reference the Consultant Services



Authorization number(s) or include copies of the Consultant Services Authorization(s) that authorized the services rendered. An incremental billing for partially completed subtasks on a fixed price Consultant Services Authorization shall be calculated in proportion to the percentage of work approved and accepted by the COUNTY and the negotiated fee for the subtasks until 90% of the project is complete. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY. A fixed price Consultant Services Authorization invoice shall provide sufficient detail to determine percent completion of each subtask contained in the approved Consultant Services Authorization(s). The total billings shall not exceed the estimated percentage of completion as of the billing date. An incremental billing for any partially completed, not-to-exceed subtask(s) shall be calculated based on actual expenses. These expenses shall be itemized by subtask on the invoice by listing: (a) the approved expense item-such as the labor category, equipment type, other direct cost item, subcontracted service/good; (b) expense item's approved unit rate, (c) unit name, such as hour, page/sheet, day, sample, core; and, (d) number of units incurred in the performance of the subtask. All requests for payment shall be accompanied by documentation sufficient to establish the amount of goods and services delivered to incur payment and obligation of the County to pay. The CONSULTANT shall submit a task log, in a form approved by the COUNTY, indicating usage of approved Contract fee schedule items with each incremental billing for any not-to-exceed subtasks. Incremental billing(s) should be submitted prior to the due date of the Consultant Services Authorization. Should a Consultant Services Authorization have approved COUNTY subcontractor(s), the CONSULTANT shall pay the subcontractors(s) within ten (10) business days of receipt of payment from the County.

If a Consultant Services Authorization includes participation by a subcontractor, the CONSULTANT shall prepare, execute, and submit a Professional Services Activity Report form, **Exhibit G** with each invoice. If (a) the Consultant Services Authorization includes participation by a subcontractor, and, (b) the COUNTY has paid the CONSULTANT for a portion of the subcontractor's work on the previous invoice, the CONSULTANT shall submit a fully executed Subcontractor Payment Certification form, **Exhibit H**, with the following invoice. These forms provide documentation of subcontracting activity and payment as required in Article 10.

Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract and approved Consultant Services Authorizations. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be reviewed and approved by the COUNTY's representative within seven (7) days of receipt and paid within thirty (30) days following the COUNTY representative's approval,, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. The CONSULTANT shall be required to invoice the COUNTY no later than sixty (60) days after completion of a scheduled milestone or after acceptance of specified deliverables as set forth in a Consultant Services Authorization. No payment shall be provided for work outside the

Scope of Work of the approved Consultant Services Authorization unless the additional work has been authorized in advance by the COUNTY representative. In such cases, the COUNTY representative shall be responsible for preparation of a Supplement form or new Consultant Services Authorization form authorizing the additional work. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract unless specifically authorized by a Consultant Services Authorization.

- D. Final Invoice - In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Contract Invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed, and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. Rates - Charges for services or expenses, including services and expenses of subcontractors, directly identifiable to a Consultant Services Authorization shall be calculated according to the fee schedule set forth in **Exhibit B** and as follows. Charges for services or expenses which are not included in the rate schedule shall be compensated at rates mutually acceptable to the COUNTY and the CONSULTANT and shall be evidenced by an approved Consultant Services Authorization. In the event the COUNTY determines that such rates should become part of the rate schedule attached to this Contract, the COUNTY shall initiate a change order evidencing the rates mutually agreed to by both parties.
1. Direct Labor - Direct labor shall be calculated in accordance with the rates provided in **Exhibit B**. Supporting documentation of base labor rates and hours/time spent on individual project tasks should be maintained by the CONSULTANT for audit purposes. Direct labor rates shall be the base labor rates (wages) multiplied by a gross multiplier of 3.00. Fringe benefits, overhead, indirect charges, general & administrative (G&A) costs, fees and profit are included in the gross multiplier. No additional fringe, indirect, overhead, G&A, fee or profit shall be charged.

Increases in the CONSULTANT's base labor rate(s) may be allowed on an annual basis starting one (1) year after Contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate increases shall not exceed three percent (3%) and may be allowed for documented increases in actual wages or salaries paid to the CONSULTANT's employees that are being utilized to provide the services required under the Contract. At a minimum, the CONSULTANT's documentation shall include an itemized listing of the names and actual salaries of the employees for each labor category and the basis for the proposed base labor rate at the time of submittal of the request. The listing shall be accompanied by a statement attesting to the accuracy of the information signed by an officer of the CONSULTANT. The CONSULTANT shall provide certified

payroll registers if requested by the COUNTY. Individual employee salary documentation shall be used to determine the proposed base labor rates for each labor category included in the Contract. The COUNTY shall not consider a rate increase for categories lacking supporting salary documentation. Upon COUNTY review and approval, the COUNTY shall issue a letter signed by the Department of Environmental Resources Management Director or Deputy Director approving the new rates.

2. Subcontractors - All subcontractors' charges shall be supported by written quote and invoices. An administrative and supervisory fee of up to 5% may be applied to subcontractors that are not part of the CONSULTANT's team unless a fee for the service or commodity supplied by the subcontractors has been established and is included in **Exhibit B**. If a rate has been established, no administrative or supervisory fee shall be charged.
3. Travel - Except as provided below, preapproved travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract shall be paid in accordance with the conditions set forth in section 112.061, Florida Statutes, as may be amended, and the rates established in County Resolution No. R2006-0120, unless an exemption is specified under section 125.0104, Florida Statutes, as may be amended, and only for travel to COUNTY-directed meetings outside of Palm Beach County. However, the rates of any travel, which is reimbursable to the COUNTY by a State of Florida agency, must be acceptable to that agency, in which case Florida Statutes' rates would apply. All travel expenses shall be authorized in advance by the COUNTY representative and evidenced by inclusion in an approved Consultant Services Authorization. Travel expenses shall not be authorized for routine travel to, from and on the job site in Palm Beach County.
4. Equipment - Equipment usage rental rates shall be charged in accordance with the rates contained in **Exhibit B**. The rental rates charged for equipment usage shall be calculated in the most favorable terms (i.e., the sum of the daily rental rate for a five (5) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for a four (4) week period shall not exceed the monthly rental rate).
5. Other Expenses (Other Direct Costs) - e.g., materials, supplies, long distance phone calls, that are not included in overhead or general and administrative costs must be authorized by executed Consultant Services Authorization and shall be charged in accordance with the fee schedule provided in **Exhibit B**. Other expenses/direct costs not included in **Exhibit B** shall be compensated at rates mutually agreeable to the CONSULTANT and the COUNTY.
6. Purchase of Equipment/Non-Expendable Supplies - Reimbursement for the purchase of equipment/non-expendable supplies is subject to prior written

approval by the COUNTY. Such equipment/non-expendable supplies shall remain the property of the COUNTY and must be returned upon task or project completion.

- F. VSS Registration Required - In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

#### **ARTICLE 5 - GENERAL RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services under this Contract. The CONSULTANT is responsible for all assigned and accepted tasks as well as liability for any damage suffered by the COUNTY as a result of non-performance to the extent described under Indemnification.

The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports and other services which exist at time of acceptance by the COUNTY. This provision is not intended to limit the payment of compensation for the finalization or completion of draft documents or work products if evidenced by an approved Consultant Services Authorization.

The CONSULTANT represents that its services and installations shall be performed, within the limits provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.

#### **ARTICLE 6 - GENERAL RESPONSIBILITIES OF THE COUNTY**

The COUNTY shall designate in writing a person to act as the COUNTY's representative with respect to the services to be rendered under this Contract.

The COUNTY shall provide all criteria and full information as to COUNTY's requirement for assigned tasks.

The COUNTY shall make available pertinent information including reports, certified engineering drawings, certified survey drawings and data related to the projects worked on under this Contract.

The COUNTY shall assist the CONSULTANT in arranging access to public and private property

as required for the CONSULTANT to perform the services under this Contract when the CONSULTANT has made a reasonable effort to acquire said access and has been unsuccessful. The COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

The COUNTY shall provide legal, accounting and such auditing services as the COUNTY may require, to verify CONSULTANT expenditures and rates charged under this Contract.

The COUNTY shall provide prompt notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT's services, or any defect or nonconformance in the work of the CONSULTANT.

#### **ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, multiplier, over-head charges and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

#### **ARTICLE 8 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 9 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) shall comply with all COUNTY requirements governing conduct, safety and security while on COUNTY premises and project sites.

#### **ARTICLE 10 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets

forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit J**, including the COUNTY's Request for Proposals (RFP) and the specifications set forth in CONSULTANT's response to the RFP, which are both incorporated herein by reference. Failure to comply with this Article 10 is a material breach of this Contract.

CONSULTANT shall report all subcontractor payment information on EBO forms 3a (**Exhibit G**) and 4 (**Exhibit H**), or as otherwise required by the COUNTY's Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of EBO of changes in SBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the County, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

**Exhibit E** (Consultant Team), which includes the names, addresses, scope of work, percentage value of SBE participation, and **Exhibit F** (Letter(s) of Intent), which are signed by the Prime and all Subcontractors agreeing to perform the Contract at the percentage value listed, are attached hereto, incorporated herein, and represent the CONSULTANT's SBE team participation

on this Contract.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's Contract with each SBE subcontractor or any other related documentation upon request.

#### **ARTICLE 11 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 12 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 13 - INSURANCE REQUIREMENTS**

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

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

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



- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining.
- C. Watercraft Liability: CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage. This coverage requirement may also be satisfied via endorsement to the CONSULTANT'S Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. Unmanned Aircraft Systems: Consultant shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- F. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a

Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

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

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Dept. of Environmental Resources Management  
2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743

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

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

#### **ARTICLE 14 - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the CONSULTANT, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

## **ARTICLE 15 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **ARTICLE 16 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

## **ARTICLE 17- CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into

said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT 's request, the County shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 19 - ARREARS**

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 – 2-440, as may be amended.

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 22 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 23 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 – 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in

the same manner as a second degree misdemeanor.

#### **ARTICLE 24 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as may be amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

## **ARTICLE 28 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivered or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director  
Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

With a copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Christopher G. Creed, P.E.  
Foth Infrastructure & Environment, LLC  
2618 Herschel Street  
Jacksonville, FL 32204

### **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work of this Contract. However, the COUNTY reserves the right to modify the forms attached as **Exhibits C, D, G, H and I** during the term of the Contract.

### **ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as may be amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or



subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

### **ARTICLE 32 – REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

### **ARTICLE 33 - SCRUTINIZED COMPANIES**

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. **When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 34 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

- B. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBC.GOV](mailto:RECORDSREQUEST@PBC.GOV)**

**OR BY TELEPHONE AT 561-355-6680.**

### **ARTICLE 35 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

### **ARTICLE 36 - 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and 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.

### **ARTICLE 37 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time

during the previous five (5) years.

#### **ARTICLE 38 - HUMAN TRAFFICKING AFFIDAVIT**

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

#### **ARTICLE 39 - PUBLIC STATEMENTS**

The CONSULTANT and their Subcontractors shall not respond to any media inquiries or make any statements, including on social media, on behalf of the COUNTY in relation to the Contract, without prior written approval of the COUNTY. The CONSULTANT shall direct to the COUNTY any requests from the public for production or filming related to the Contract.

#### **ARTICLE 40 - EXHIBITS**

The following exhibits are attached to and made a part of this Contract:

- Exhibit A: Scope of Work
- Exhibit B: Fee Schedule
- Exhibit C: Consultant Services Authorization Form
- Exhibit D: Supplement Form
- Exhibit E: Consultant Team (OEBO Schedule 1), Licenses, and Insurance
- Exhibit F: Letter(s) of Intent to Perform as a Subcontractor  
(OEBO Schedule 2) and Certificates
- Exhibit G: Professional Services Activity Report (OEBO Schedule 3a)
- Exhibit H: Subcontractor Payment Certification (OEBO Schedule 4)
- Exhibit I: Nongovernmental Entity Human Trafficking Affidavit
- Exhibit J: Affirmative Procurement Initiatives for Professional Services Contracts

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**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of the Consultant has made and executed this Contract on behalf of the Consultant.

**ATTEST:**

**Michael A. Caruso**  
**Clerk and Comptroller**

**PALM BEACH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

**APPROVED AS TO TERMS  
AND CONDITIONS**

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Deborah Drum, Director  
Dept. of Environmental Resources Mgmt.

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

(SIGNATURE PAGES CONTINUED)

**CONSULTANT:**

**WITNESS:**

  
Signature

STEVEN HOWARD  
Name (type or print)

Foth Infrastructure & Environment, LLC  
Company Name

  
Signature

Christopher Creed  
Name (type or print)

Senior Client Manager  
Title





## SCOPE OF WORK

## EXHIBIT A

The CONSULTANT, when authorized in writing, may perform coastal and marine engineering services on a consultant service authorization basis which may include any or all of the following work of a specified nature:

### Coastal Engineering Services

1. Gather available data from existing reports to evaluate present conditions of coastal and marine features including beaches/dunes, inlets and coastal structures, sand traps/deposition basins, reefs, seagrass beds, wetlands, ocean, estuarine and freshwater lakes and prepare recommendations as necessary.
2. Perform field work where no data exists or where necessary in order to verify coastal, estuarine, freshwater lakes and marine and environmental conditions or facilities and make recommendations as necessary.
3. Monitor changes in coastal and marine features and make recommendations.
4. Prepare plans and specifications for marine as well as shore and dune protection projects, sand bypassing operations, and stormwater treatment facilities.
5. Recommend coastal construction type as the most feasible solution for a given shoreline segment.
6. Evaluate coastal and marine construction methods, designs, and performance.
7. Evaluate stormwater treatment alternatives and recommend most feasible options.
8. Estimate construction costs for coastal and marine projects.
9. Develop and run computer models required to evaluate effects of a proposed project on estuarine or marine environments, beaches/dunes, navigation, inlets, water bodies or structures, including wave refraction studies, storm recession analysis, shoreline changes, sand transport, hydrodynamic, storm surge, and water quality models.
10. Perform sediment evaluations including: beach sand compatibility studies which may include the planning, collection and analysis of core boring and grab samples; evaluation of bottom type and extents; and characteristics of physical and chemical properties of sediments.
11. Provide technical expertise and/or prepare presentations as may be required to permit agencies, inlet districts, special interest groups, the Board of County Commissioners, and state and federal representatives and local governments.

12. Serve as an expert witness.
13. Design coastal or marine structures such as docks, fishing piers, boat ramps, seawalls, jetties, bulkheads, groins, breakwaters and stormwater treatment structures for facilities.
14. Evaluate and design dredging projects such as navigation channels, boat basins, wetlands creation, sand traps and muck removal projects.
15. Engineering inspection and evaluation of beach conditions, coastal structures, marine facilities and stormwater structures.
16. Prepare and/or provide support services to County staff for processing of permit applications, funding applications, project design, and reports. Services could include design, drafting, CAD/GIS mapping and/or surveys.
17. Assist in the bidding/negotiation of construction contracts.
18. Provide construction supervision and administration services.
19. Perform seismic studies, side scan sonar, or bathymetric studies.
20. Perform magnetometer studies and cultural resource evaluations.
21. Perform parking and access surveys.
22. Perform beach use surveys.
23. Conduct marine biological studies including reef, seagrass and benthic resource surveys, fish counts, sea turtle nesting and reproductive success monitoring and analysis, and invertebrate and algae population assessments, and perform environmental impact analysis.
24. Develop local (inlet) and regional comprehensive sediment budgets.
25. Develop local and regional management plans and subsequent updates.
26. Perform GIS based data management and analysis.
27. Determine the most effective design alternatives for projects located within a flood zone, including hydrographic engineering analysis and interpretation of local and



federal flood zone management regulations.

28. Perform sea level impact projection studies.
29. Perform underwater video resource mapping surveys.
30. Conduct physical modeling studies.
31. Perform oceanographic and meteorological studies including the long-term deployment and maintenance of wind, wave, current and tide gauges.
32. Furnish the services of specialized consultants for other than normal coastal engineering services such as testing lab services, aerial photographic services, real estate appraisers, archaeologists, economists, geologists and biologists.

The CONSULTANT shall provide the results of all coastal and marine engineering services both graphically as signed and sealed reports, plans, etc. and in digital formats as word processing files, database files, spreadsheet files, ESRI shapefiles, ASCII x, y, z data files, ASCII/FDEP compatible data files, .DWG or .DXF drawing files electronically, as required by the COUNTY. All beach profiles and plan view contours shall be created as polylines in the development of CAD files. CAD data shall differentiate feature sets and text by placing them on separate layers with descriptive identifying names.

All boundaries shall be closed polygons. All adjacent polygon features shall have coincident boundaries with no gaps and no overlapping boundaries. Undershoots and overshoots shall be avoided while digitizing and cleaned up after completion, if necessary. Polygon, point and line features shall be kept in separate feature classes. Text shall be maintained as an attribute of the shape feature.

Unless specifically stated in a task order, all horizontal coordinates shall be in Florida State Plane Coordinates, East Zone, North American Datum (NAD) 1983 with the 1990 adjustment, and all vertical data shall be referenced to the North American Vertical Datum (NAVD) of 1988. Units of measure shall be US feet.



## Foth Infrastructure & Environment, LLC

### Exhibit B Fee Schedule Palm Beach County

Rates OK.  
8/10

Title	Contracted Base Hourly Labor Rate (Blended)	Contract DLM (2)	Contracted Billing Labor Rate
Assistant I	\$ 31	3.00	\$ 92
Assistant II	\$ 39	3.00	\$ 116
Consultant III	\$ 74	3.00	\$ 223
Engineer/Scientist I	\$ 41	3.00	\$ 124
Engineer/Scientist II	\$ 43	3.00	\$ 130
Engineer/Scientist III	\$ 46	3.00	\$ 138
Engineer/Scientist IV	\$ 55	3.00	\$ 166
Engineer/Scientist VI	\$ 90	3.00	\$ 269
Technician II	\$ 40	3.00	\$ 121

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD%<sup>(1)</sup>

106.98%

FRINGE (\$/HR) = HOURLY RATE X FRINGES%<sup>(1)</sup>

72.63%

PROFIT (\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT %

10.00%

<sup>(1)</sup> Based upon FAR compliant audit

<sup>(2)</sup> Capped at 3.00 per PBC

**CONSULTANT SERVICES AUTHORIZATION**

**EXHIBIT C**

CSA #: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_ CONTRACT: \_\_\_\_\_

[Fiscal approval of Budget Availability: \_\_\_\_\_]

PROJECT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/DISTRICT #: \_\_\_\_\_

TASK DESCRIPTION (use additional pages if necessary): \_\_\_\_\_

DELIVERABLES: \_\_\_\_\_

CSA TYPE: FIXED PRICE/NOT-TO-EXCEED DUE DATE: \_\_\_\_\_

**TOTAL AMOUNT: \$** \_\_\_\_\_

TOTAL SBE PARTICIPATION: \$ \_\_\_\_\_

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

CSA # \_\_\_\_\_  
(Page 2 of 2)

CONSULTANT REP: \_\_\_\_\_ DATE: \_\_\_\_\_  
[Rep Name, Title]

ERM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deborah Drum

cc: Brenda Znachko, J.D., LL.M., Director  
Contract Development & Control  
Holly Knight, P.E., Contracts Manager  
Roadway Production

**SUPPLEMENT**

**EXHIBIT D**

SUPPLEMENT #: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_ CONTRACT: \_\_\_\_\_

[Fiscal approval of Budget Availability: \_\_\_\_\_]

PROJECT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/DISTRICT #: \_\_\_\_\_

DESCRIPTION OF CHANGE: \_\_\_\_\_

Supplement Type: FIXED PRICE/NTE Original CSA # \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Supplement Amount: \$0.00**

Prior Supplement # \_\_\_\_\_ increase: \$ \_\_\_\_\_

Amount increase this Supplement: \$ \_\_\_\_\_

Total CSA # \_\_\_\_\_ amount w/changes: \$ \_\_\_\_\_

SUBTOTAL SBE participation amount for this Supplement: \$ \_\_\_\_\_

TOTAL SBE participation amount on CSA with changes: \$ \_\_\_\_\_

SIGNATURE OF THE CONSULTANT INDICATES AGREEMENT THAT THIS SUPPLEMENT INCLUDES ALL APPROPRIATE ADJUSTMENTS TO THE CONTRACT SUM AND CONTRACT TIME, AND CONSULTANT WAIVES ALL ADDITIONAL CLAIMS FOR COST OR TIME RELATED TO THIS CHANGE.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

SUPPLEMENT # \_\_\_\_\_  
(Page 2 of 2)

CONSULTANT REP: \_\_\_\_\_ DATE: \_\_\_\_\_  
[Rep Name, Title]

ERM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deborah Drum

cc: Brenda Znachko, J.D., LL.M., Director  
Contract Development & Control  
Holly Knight, P.E., Contracts Manager  
Roadway Production

**EXHIBIT E**

**CONSULTANT TEAM  
(OEBO SCHEDULE 1), LICENSES AND INSURANCE (7 pages)**

OEBO SCHEDULE 1\*

SOLICITATION/PROJECT/BID NAME: Coastal & Marine Engineering Annual Services SOLICITATION/PROJECT/BID NO.: ERM-CCNA-2025  
SOLICITATION OPENING/SUBMITTAL DATE: May 28, 2025 COUNTY DEPARTMENT: Environmental Resources Management

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: Foth Infrastructure & Environment, LLC ADDRESS: 2618 Herschel St., Jacksonville, FL 32204  
CONTACT PERSON: Steven C. Howard, PE, BCCE PHONE NO.: 904-387-61174 E-MAIL: Steve.Howard@foth.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 52%  
SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☒ 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	SBE		
1.	Coastal Eco-Group, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20%	
2.	Terraquatic, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	28%	
3.		<input type="checkbox"/>	<input type="checkbox"/>		
4.		<input type="checkbox"/>	<input type="checkbox"/>		
5.		<input type="checkbox"/>	<input type="checkbox"/>		

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ n/a

Total 48%

Total Certified SBE Participation \$ 48%

I hereby certify that the above information is accurate to the best of my knowledge:  Name & Authorized Signature  
LENO COASTAL ENGINEERING Title

- Note: 1. 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.  
2. 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.  
3. Modification of this form is not permitted and will be rejected upon submittal.  
4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.



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## ONLINE SERVICES

## LICENSEE DETAILS

2:12:16 PM 10/30/2025

[Apply for a License](#)[Verify a Licensee](#)[View Food & Lodging Inspections](#)[File a Complaint](#)[Continuing Education Course Search](#)[View Application Status](#)[Find Exam Information](#)[Unlicensed Activity Search](#)[AB&T Delinquent Invoice & Activity List Search](#)

## Licensee Information

Name: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC (Primary Name)  
Main Address: 2121 INNOVATION COURT  
DE PERE Wisconsin 54115  
County: OUT OF STATE

## License Information

License Type: Engineering Business Registry  
Rank: Registry  
License Number: 32549  
Status: Current  
Licensure Date: 03/19/2018  
Expires:

## Special Qualifications

Qualification Effective

## Alternate Names

[View Related License Information](#)[View License Complaint](#)2601 Blair Stone Road, Tallahassee FL 32389 : Email: [Customer Contact Center](#) Customer Contact Center: 850.487.1395The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



# 2025 - 2026 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370  
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403  
<https://taxcollector.coj.net/>

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2025 through September 30, 2026.

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC  
2121 INNOVATION CT STE 100  
DE PERE, WI 54115-6006

ACCOUNT NUMBER: 416528  
BUSINESS NAME: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC  
PHYSICAL ADDRESS: 2121 INNOVATION CT STE 100  
DE PERE, WI 54115-6006

CLASSIFICATION CODE: 309001-CONTRACTOR-ALL TYPES

STATE LICENSE NO: CA32549

COUNTY TAX: 22.50  
MUNICIPAL TAX: 106.25  
COUNTY LATE PENALTY: 0.00  
MUNICIPAL LATE PENALTY: 0.00  
TOTAL TAX: 128.75

RENEWAL

VALID UNTIL September 30, 2026

# 2025 - 2026

## \*\*\*ATTENTION\*\*\*

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.  
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

  
JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid TAX-26-00609188 07/28/2025 \$ 128.75



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
11/04/2025

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com
<b>INSURED</b> Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lexington Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 19437

**COVERAGES****CERTIFICATE NUMBER:** W41680086**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	037205326	03/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 1,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			015438053	03/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			026154181	03/01/2025	06/01/2026	Each Claim \$1,000,000
							Aggregate \$2,000,000

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


This Voids and Replaces Previously Issued Certificate Dated 10/31/2025 WITH ID: W41562741.

Professional Liability Coverage is written on a claims-made basis.

Professional Liability Retroactive Date: 1/1/1938

Re: Coastal and Marine Engineering Professional Continuing Services Contract, Project # ERM-CCNA-2025

**CERTIFICATE HOLDER****CANCELLATION**

<b>Palm Beach County Board of County Commissioners</b> c/o Dept. of Environmental Resources Management 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2743	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Poth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of COUNTY, its officers, employees and agents with respects to General Liability.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/06/2025

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 1175 Lombardi Avenue Suite 350 Green Bay WI 54304 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (920) 437-7123	<b>FAX (A/C. No.):</b> (920) 431-6345
<b>INSURED</b> Foth Infrastructure & Environment, LLC P.O. BOX 5095 DE PERE WI 54115-5095 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> The Charter Oak Fire Insurance Company	25615
	<b>INSURER B:</b> The Travelers Indemnity Co of CT	25682
	<b>INSURER C:</b> Great American Insurance Co.	16691
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570116558484**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L4959A2543G BUSINESS AUTO	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB9H9261402543E WORKERS COMPENSATION	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	<b>Hull &amp; Liability Coverage - Marine</b>			OMH401657607 Marine Package	01/01/2025	01/01/2026	Hu11 \$374,123 P&I \$1,000,000

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

RE: COASTAL AND MARINE ENGINEERING PROFESSIONAL CONTINUING SERVICES CONTRACT, PROJECT #ERM-CCNA-2025. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE POLICY PROVISIONS WILL GOVERN HOW NOTICE OF CANCELLATION MAY BE DELIVERED TO CERTIFICATE HOLDERS IN ACCORDANCE WITH THE POLICY PROVISIONS OF EACH POLICY. ABOVE WORKERS COMPENSATION POLICY INCLUDES COVERAGE FOR USL&H PER POLICY PROVISIONS AND ATTACHED ENDORSEMENTS.

**CERTIFICATE HOLDER****CANCELLATION**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O DEPT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2300 NORTH JOG ROAD, 4TH FLOOR WEST PALM BEACH FL 33411 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc.</i>

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ACORD 25 (2016/03)

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39

Holder Identifier : W

Certificate No : 570116558484





# CERTIFICATE OF AIRCRAFT INSURANCE

DATE(MM/DD/YYYY)  
11/05/2025

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 1175 Lombardi Avenue Suite 350 Green Bay WI 54304 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (920) 437-7123 <b>FAX</b> (A/C. No.): (920) 431-6345 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 10060858																					
<b>INSURED</b> Foth Infrastructure & Environment, LLC P.O. BOX 5095 DE PERE WI 54115-5095 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>%</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>50</td><td>22667</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	%	NAIC #	INSURER A: ACE American Insurance Company	50	22667	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE	%	NAIC #																				
INSURER A: ACE American Insurance Company	50	22667																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

POLICY INFORMATION		CERTIFICATE NUMBER: 570116544402		REVISION NUMBER:			
POLICY TYPE		LINE OF BUSINESS SUBCODE					
<input type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> AIRPLANE	<input type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET	<input type="checkbox"/> EXCESS	<input type="checkbox"/> QUOTA SHARE
<input type="checkbox"/> NON-OWNED			<input type="checkbox"/> LIABILITY ONLY	<input type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY		

AIRCRAFT INFORMATION		ACCORD 333, Aircraft Schedule Attached		
YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER
TERRITORY:				

AIRCRAFT COVERAGES					
INSURER LETTER A	POLICY NUMBER UAT1062464 Drone Liability	EFFECTIVE DATE 09/23/2025	EXPIRATION DATE 09/23/2026	ADDITIONAL INSURED ? (Y/N) N	SUBROGATION WAIVED? (Y/N) N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL					
AIRCRAFT LIABILITY		\$2,000,000	EA OCC		EA PER
		\$2,000,000	EA PASS		AGGR
MEDICAL PAYMENTS	INCLUDING CREW EXCLUDING CREW		EA PER		
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION				

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: COASTAL AND MARINE ENGINEERING PROFESSIONAL CONTINUING SERVICES CONTRACT, PROJECT #ERM-CCNA-2025

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O DEPT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2300 NORTH JOG ROAD, 4TH FLOOR WEST PALM BEACH FL 33411 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>

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**LETTER OF INTENT  
OEBO SCHEDULE 2 AND CERTIFICATES (4 Pages)**

**EXHIBIT F**

# 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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Foth Infrastructure & Environment, LLC Subcontractor: Coastal Eco-Group, Inc.

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 5/9/24 - 5/8/27

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Environmental Consulting and Permitting, GIS Application				20%

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: 20%

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.

**NOT APPLICABLE**

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Foth Infrastructure & Environment, LLC

Print Name of Prime

By: 

Authorized Signature

STEVEN HOWARD

LEAD COASTAL ENGINEER

Title

Date: 10/31/2025

Coastal Eco-Group, Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Cheryl L Miller

Print Name

President

Title

Date: 10/31/2025



**Palm Beach County  
Office of Equal Business Opportunity**

Certifies That  
**COASTAL ECO-GROUP INC.**

**Vendor # VC0000104767**

*is a Small/Women Business Enterprise (S/WBE) as prescribed by section 2-80.21 - 2.80.30 of  
the Palm Beach County Code for a three year period from  
May 09, 2024 to May 08, 2027*

The following services and/or products are covered under this certification:

**Diving Services; Ecological Services; Environmental Consulting; Mapping & Geographical  
Information Systems (GIS) Services; Permitting Services, Environmental**

  
Allen Gray, Manager  
05/09/2024



**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

## 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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Foth Infrastructure & Environment, LLC Subcontractor: Terraquatic, Inc.  
(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 7/20/23 - 7/19/26

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Professional surveying services				28%

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: 28%

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Foth Infrastructure & Environment, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Print Name

Title

Date: 10/31/2025

Terraquatic, Inc.

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Print Name

Title

Date: 10/30/2025

**Palm Beach County  
Office of Equal Business Opportunity**

Certifies That

**Terraquatic, Inc.**

**Vendor # VS0000003798**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of  
the Palm Beach County Code for a three year period from  
July 20, 2023 to July 19, 2026*

The following services and/or products are covered under this certification:

**Aerial Surveys and Mapping Services; Mapping and Geographical Information Systems (GIS)  
Services, Including Cartography and Surveying Services, Not Aerial; Mapping Services, Digitized,  
Cartography; Marine Survey Services: Sonar Radar, Location/Recovery of Sunken Objects, etc.;  
Surveyor Services, Land**

  
Allen Gray, Manager  
07/20/2023



Palm Beach County Board of County Commissioners

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

County Administrator  
Verdenia C. Baker

**OEBO SCHEDULE 3a  
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: \_\_\_\_\_

Contract Name: Coastal and Marine Engineering Services on a Consultant Services Authorization Basis

Project No.: ERM-CCNA-2025

BCC Resolution No.: \_\_\_\_\_

CSA Project Name: \_\_\_\_\_

Consultant Services Authorization No.: \_\_\_\_\_

Original CSA Amount: \$ \_\_\_\_\_ Amended CSA Amount: \$ \_\_\_\_\_

CSA BCC Resolution No. (if applicable): \_\_\_\_\_ CSA Invoice No.: \_\_\_\_\_

Prime Consultant: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total Percentage of work performed to date by Prime: \_\_\_\_\_

**SUB-CONSULTANTS**

1. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
2. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
3. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
4. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
5. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION\***

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

Project Name \_\_\_\_\_ Project No. \_\_\_\_\_

Dept. \_\_\_\_\_ Task/Work/Delivery/Purchase Order No. \_\_\_\_\_

Prime Contractor \_\_\_\_\_ Vendor Code \_\_\_\_\_

Invoice No. (Paid by County) \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_

Subcontractor \_\_\_\_\_ Vendor Code \_\_\_\_\_

Payment \$ \_\_\_\_\_ Subcontractor Invoice No. \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_ (Final ☐)

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant)

\_\_\_\_\_  
(Name & Title of Person executing on behalf of Subcontractor/  
subconsultant)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐ Type of Identification \_\_\_\_\_




CONTRACT EXHIBIT I

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Foth Infrastructure & Environment, LLC  
(CONSULTANT) and attest that CONSULTANT does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

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

  
(signature of officer or representative)

Susan Davis - VP of Risk Management  
(printed name and title of officer or representative)

**State of Wisconsin, County of Brown**

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization  
this, 19th day of November 2025, by Susan Davis.

Personally known ☒ OR produced identification ☐.

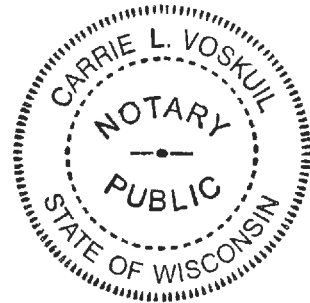
Type of identification produced \_\_\_\_\_.



NOTARY PUBLIC

My Commission Expires: 12/17/2028

State of Wisconsin at large



(Notary Seal)

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs)  
FOR PROFESSIONAL SERVICES CONTRACTS**

The API(s) approved for this project are shown below. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. The Office of Equal Business Opportunity website at

<https://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>

and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. See the EBO Ordinance and Countywide PPM CW-O-043 for further information on API's.

**SBE Subcontracting Goals for Professional Services** (EBO Ordinance Section 2-80.27(3)(e))

A **15% SBE subcontracting** participation goal is established for this Contract.

The CONSULTANT has agreed to provide **48% SBE Participation**.

A minimum mandatory goal of 15% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

**SBE Evaluation Preference for SBE participation** (EBO Ordinance Section 2-80.27(3)(d))

**15 Points** (0 to 15%) total evaluation points shall be awarded based on the level of SBE % participation committed to on the prime respondent/bidder's team.

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to professional services solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.

**CONTRACT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN PALM BEACH COUNTY  
AND APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC FOR  
COASTAL AND MARINE ENGINEERING  
PROFESSIONAL CONTINUING SERVICES CONTRACT  
PROJECT # ERM-CCNA-2025**

This Contract is made as of \_\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Aptim Environmental & Infrastructure, LLC, 6401 Congress Avenue, Suite 140, Boca Raton, FL 33487, an engineering firm, a limited liability corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. Number is 77-0589932.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide professional coastal and marine engineering services and incidental services as more specifically set forth in the Scope of Work attached hereto as **Exhibit A**. In the event services are required to be performed that are not described in **Exhibit A**, but are within the general scope of services, the COUNTY and the CONSULTANT hereby reserve the right to negotiate consultant services authorizations covering the desired services.

The CONSULTANT shall conduct professional services in accordance with Chapters 471 and 472, Florida Statutes and other applicable local, state and federal standards. The CONSULTANT shall conduct topographic and hydrographic survey work in compliance with the most current U.S. Army Corps of Engineers "Technical Requirements for Surveying, Mapping and Photogrammetric Services", the most current U.S. Army Corps of Engineers "Engineering Design: Hydrographic Surveying," EM 1110-2-1003, and the most current Florida Department of Environmental Protection specifications for topographic (section 02000) and bathymetric (section 02100) surveying.

**ARTICLE 2 - PERIODS OF SERVICE AND SCHEDULES**

This Contract commences on the day and year first written above and ends three years later. At the option of the COUNTY, the Contract can be renewed for an additional two-year period.

Reports and other work items shall be delivered or completed according to schedules established in each Consultant Services Authorization.

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.



### **ARTICLE 3 - ASSIGNMENT OF WORK**

The CONSULTANT shall provide professional services on a Consultant Services Authorization basis. A copy of the Consultant Services Authorization form and Supplement form are attached hereto as **Exhibit C** and **Exhibit D**. The COUNTY reserves the right to modify these forms during the term of the Contract. The COUNTY shall prepare each Consultant Services Authorization form. A detailed scope of work, proposal, subcontractor quotes, and spreadsheet identifying all task costs and labor hours shall accompany each Consultant Services Authorization prior to approval. The proposal and spreadsheet format shall be approved by the COUNTY. The CONSULTANT shall sign each Consultant Services Authorization form and return it to the COUNTY to be signed. Any participation or change in participation by a Small Business Enterprise (SBE) subcontractor shall be indicated on the Consultant Services Authorization or Supplement, respectively. Any change in a Consultant Services Authorization's scope of work, including task assignments for the CONSULTANT and/or subcontractor(s), shall be approved in advance by the COUNTY on the Supplement.

For the COUNTY, the Department of Environmental Resources Management Director/Deputy Director shall be authorized to execute Consultant Services Authorizations in amounts not to exceed \$100,000 per Consultant Services Authorization. A copy of each Consultant Services Authorization so approved shall be forwarded to the Contract Development and Control Division. Consultant Services Authorizations exceeding \$100,000 but not exceeding \$200,000 shall require authorization of the Contract Review Committee prior to issuance. Consultant Services Authorizations exceeding \$200,000 shall require approval by the Board of County Commissioners.

### **ARTICLE 4 - PAYMENTS TO CONSULTANT**

- A. Total Contract Amount - The COUNTY agrees to compensate the CONSULTANT in accordance with the fee proposal attached hereto as **Exhibit B**. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. By entering into this Contract, the CONSULTANT is not guaranteed any minimum amount of work. Any and all work shall be at the discretion of the COUNTY.
- B. Methods of Payment - The COUNTY shall pay the CONSULTANT on a fixed price basis in accordance with the approved Consultant Services Authorizations. Alternate methods of payment including not-to-exceed compensation may be used for specific Consultant Services Authorizations if the COUNTY determines that an alternate payment method would be more cost-effective or efficient. A Consultant Services Authorization may be a combination of fixed price, not-to-exceed or other alternate methods of payments.
- C. Invoices - The CONSULTANT shall submit itemized invoices to the COUNTY on a monthly basis, no later than the 15<sup>th</sup> of the following month unless otherwise agreed by the COUNTY, for services rendered in accordance with the authorized budget categories listed below and in **Exhibit B**. Invoices shall reference the Consultant Services

Authorization number(s) or include copies of the Consultant Services Authorization(s) that authorized the services rendered. An incremental billing for partially completed subtasks on a fixed price Consultant Services Authorization shall be calculated in proportion to the percentage of work approved and accepted by the COUNTY and the negotiated fee for the subtasks until 90% of the project is complete. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY. A fixed price Consultant Services Authorization invoice shall provide sufficient detail to determine percent completion of each subtask contained in the approved Consultant Services Authorization(s). The total billings shall not exceed the estimated percentage of completion as of the billing date. An incremental billing for any partially completed, not-to-exceed subtask(s) shall be calculated based on actual expenses. These expenses shall be itemized by subtask on the invoice by listing: (a) the approved expense item-such as the labor category, equipment type, other direct cost item, subcontracted service/good; (b) expense item's approved unit rate, (c) unit name, such as hour, page/sheet, day, sample, core; and, (d) number of units incurred in the performance of the subtask. All requests for payment shall be accompanied by documentation sufficient to establish the amount of goods and services delivered to incur payment and obligation of the County to pay. The CONSULTANT shall submit a task log, in a form approved by the COUNTY, indicating usage of approved Contract fee schedule items with each incremental billing for any not-to-exceed subtasks. Incremental billing(s) should be submitted prior to the due date of the Consultant Services Authorization. Should a Consultant Services Authorization have approved COUNTY subcontractor(s), the CONSULTANT shall pay the subcontractors(s) within ten (10) business days of receipt of payment from the County.

If a Consultant Services Authorization includes participation by a subcontractor, the CONSULTANT shall prepare, execute, and submit a Professional Services Activity Report form, **Exhibit G** with each invoice. If (a) the Consultant Services Authorization includes participation by a subcontractor, and, (b) the COUNTY has paid the CONSULTANT for a portion of the subcontractor's work on the previous invoice, the CONSULTANT shall submit a fully executed Subcontractor Payment Certification form, **Exhibit H**, with the following invoice. These forms provide documentation of subcontracting activity and payment as required in Article 10.

Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract and approved Consultant Services Authorizations. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be reviewed and approved by the COUNTY's representative within seven (7) days of receipt and paid within thirty (30) days following the COUNTY representative's approval,, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. The CONSULTANT shall be required to invoice the COUNTY no later than sixty (60) days after completion of a scheduled milestone or after acceptance of specified deliverables as set forth in a Consultant Services Authorization. No payment shall be provided for work outside the

Scope of Work of the approved Consultant Services Authorization unless the additional work has been authorized in advance by the COUNTY representative. In such cases, the COUNTY representative shall be responsible for preparation of a Supplement form or new Consultant Services Authorization form authorizing the additional work. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract unless specifically authorized by a Consultant Services Authorization.

- D. Final Invoice - In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Contract Invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed, and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. Rates - Charges for services or expenses, including services and expenses of subcontractors, directly identifiable to a Consultant Services Authorization shall be calculated according to the fee schedule set forth in **Exhibit B** and as follows. Charges for services or expenses which are not included in the rate schedule shall be compensated at rates mutually acceptable to the COUNTY and the CONSULTANT and shall be evidenced by an approved Consultant Services Authorization. In the event the COUNTY determines that such rates should become part of the rate schedule attached to this Contract, the COUNTY shall initiate a change order evidencing the rates mutually agreed to by both parties.
1. Direct Labor - Direct labor shall be calculated in accordance with the rates provided in **Exhibit B**. Supporting documentation of base labor rates and hours/time spent on individual project tasks should be maintained by the CONSULTANT for audit purposes. Direct labor rates shall be the base labor rates (wages) multiplied by a gross multiplier of 2.38. Fringe benefits, overhead, indirect charges, general & administrative (G&A) costs, fees and profit are included in the gross multiplier. No additional fringe, indirect, overhead, G&A, fee or profit shall be charged.

Increases in the CONSULTANT's base labor rate(s) may be allowed on an annual basis starting one (1) year after Contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate increases shall not exceed three percent (3%) and may be allowed for documented increases in actual wages or salaries paid to the CONSULTANT's employees that are being utilized to provide the services required under the Contract. At a minimum, the CONSULTANT's documentation shall include an itemized listing of the names and actual salaries of the employees for each labor category and the basis for the proposed base labor rate at the time of submittal of the request. The listing shall be accompanied by a statement attesting to the accuracy of the information signed by an officer of the CONSULTANT. The CONSULTANT shall provide certified

payroll registers if requested by the COUNTY. Individual employee salary documentation shall be used to determine the proposed base labor rates for each labor category included in the Contract. The COUNTY shall not consider a rate increase for categories lacking supporting salary documentation. Upon COUNTY review and approval, the COUNTY shall issue a letter signed by the Department of Environmental Resources Management Director or Deputy Director approving the new rates.

2. Subcontractors - All subcontractors' charges shall be supported by written quote and invoices. An administrative and supervisory fee of up to 5% may be applied to subcontractors that are not part of the CONSULTANT's team unless a fee for the service or commodity supplied by the subcontractors has been established and is included in **Exhibit B**. If a rate has been established, no administrative or supervisory fee shall be charged.
3. Travel – Except as provided below, preapproved travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract shall be paid in accordance with the conditions set forth in section 112.061, Florida Statutes, as may be amended, and the rates established in County Resolution No. R2006-0120, unless an exemption is specified under section 125.0104, Florida Statutes, as may be amended, and only for travel to COUNTY-directed meetings outside of Palm Beach County. However, the rates of any travel, which is reimbursable to the COUNTY by a State of Florida agency, must be acceptable to that agency, in which case Florida Statutes' rates would apply. All travel expenses shall be authorized in advance by the COUNTY representative and evidenced by inclusion in an approved Consultant Services Authorization. Travel expenses shall not be authorized for routine travel to, from and on the job site in Palm Beach County.
4. Equipment - Equipment usage rental rates shall be charged in accordance with the rates contained in **Exhibit B**. The rental rates charged for equipment usage shall be calculated in the most favorable terms (i.e., the sum of the daily rental rate for a five (5) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for a four (4) week period shall not exceed the monthly rental rate).
5. Other Expenses (Other Direct Costs) - e.g., materials, supplies, long distance phone calls, that are not included in overhead or general and administrative costs must be authorized by executed Consultant Services Authorization and shall be charged in accordance with the fee schedule provided in **Exhibit B**. Other expenses/direct costs not included in **Exhibit B** shall be compensated at rates mutually agreeable to the CONSULTANT and the COUNTY.
6. Purchase of Equipment/Non-Expendable Supplies - Reimbursement for the purchase of equipment/non-expendable supplies is subject to prior written

approval by the COUNTY. Such equipment/non-expendable supplies shall remain the property of the COUNTY and must be returned upon task or project completion.

- F. VSS Registration Required - In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

#### **ARTICLE 5 - GENERAL RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services under this Contract. The CONSULTANT is responsible for all assigned and accepted tasks as well as liability for any damage suffered by the COUNTY as a result of non-performance to the extent described under Indemnification.

The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports and other services which exist at time of acceptance by the COUNTY. This provision is not intended to limit the payment of compensation for the finalization or completion of draft documents or work products if evidenced by an approved Consultant Services Authorization.

The CONSULTANT represents that its services and installations shall be performed, within the limits provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.

#### **ARTICLE 6 - GENERAL RESPONSIBILITIES OF THE COUNTY**

The COUNTY shall designate in writing a person to act as the COUNTY's representative with respect to the services to be rendered under this Contract.

The COUNTY shall provide all criteria and full information as to COUNTY's requirement for assigned tasks.

The COUNTY shall make available pertinent information including reports, certified engineering drawings, certified survey drawings and data related to the projects worked on under this Contract.

The COUNTY shall assist the CONSULTANT in arranging access to public and private property

as required for the CONSULTANT to perform the services under this Contract when the CONSULTANT has made a reasonable effort to acquire said access and has been unsuccessful. The COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

The COUNTY shall provide legal, accounting and such auditing services as the COUNTY may require, to verify CONSULTANT expenditures and rates charged under this Contract.

The COUNTY shall provide prompt notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT's services, or any defect or nonconformance in the work of the CONSULTANT.

#### **ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, multiplier, over-head charges and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

#### **ARTICLE 8 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 9 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) shall comply with all COUNTY requirements governing conduct, safety and security while on COUNTY premises and project sites.

#### **ARTICLE 10 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets

forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit J**, including the COUNTY's Request for Proposals (RFP) and the specifications set forth in CONSULTANT's response to the RFP, which are both incorporated herein by reference. Failure to comply with this Article 10 is a material breach of this Contract.

CONSULTANT shall report all subcontractor payment information on EBO forms 3a (**Exhibit G**) and 4 (**Exhibit H**), or as otherwise required by the COUNTY's Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of EBO of changes in SBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the County, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

**Exhibit E** (Consultant Team), which includes the names, addresses, scope of work, percentage value of SBE participation, and **Exhibit F** (Letter(s) of Intent), which are signed by the Prime and all Subcontractors agreeing to perform the Contract at the percentage value listed, are attached hereto, incorporated herein, and represent the CONSULTANT's SBE team participation



on this Contract.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's Contract with each SBE subcontractor or any other related documentation upon request.

#### **ARTICLE 11 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 12 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 13 - INSURANCE REQUIREMENTS**

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

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

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

- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining.
- C. Watercraft Liability: CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage. This coverage requirement may also be satisfied via endorsement to the CONSULTANT'S Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. Unmanned Aircraft Systems: Consultant shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- F. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a

Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

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

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Dept. of Environmental Resources Management  
2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743

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

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

#### **ARTICLE 14 - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the CONSULTANT, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

## **ARTICLE 15 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **ARTICLE 16 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

## **ARTICLE 17- CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into

said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the County shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 19 - ARREARS**

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 – 2-440, as may be amended.

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 22 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 23 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 – 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in

the same manner as a second degree misdemeanor.

#### **ARTICLE 24 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as may be amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

## **ARTICLE 28 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivered or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director  
Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

With a copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401



If sent to the CONSULTANT, notices shall be addressed to:

Douglas Mann, P.E., Lead Coastal Engineer  
Aptim Environmental & Infrastructure, LLC  
6401 Congress Avenue, Suite 140  
Boca Raton, FL 33487

### **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work of this Contract. However, the COUNTY reserves the right to modify the forms attached as **Exhibits C, D, G, H and I** during the term of the Contract.

### **ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as may be amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or

subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

### **ARTICLE 32 – REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

### **ARTICLE 33 - SCRUTINIZED COMPANIES**

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. **When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 34 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

- B. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBC.GOV](mailto:RECORDSREQUEST@PBC.GOV)**

**OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 35 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 36 - 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and 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.

**ARTICLE 37 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time

during the previous five (5) years.

#### **ARTICLE 38 - HUMAN TRAFFICKING AFFIDAVIT**

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

#### **ARTICLE 39 - PUBLIC STATEMENTS**

The CONSULTANT and their Subcontractors shall not respond to any media inquiries or make any statements, including on social media, on behalf of the COUNTY in relation to the Contract, without prior written approval of the COUNTY. The CONSULTANT shall direct to the COUNTY any requests from the public for production or filming related to the Contract.

#### **ARTICLE 40 - EXHIBITS**

The following exhibits are attached to and made a part of this Contract:

- Exhibit A: Scope of Work
- Exhibit B: Fee Schedule
- Exhibit C: Consultant Services Authorization Form
- Exhibit D: Supplement Form
- Exhibit E: Consultant Team (OEBO Schedule 1), Licenses, and Insurance
- Exhibit F: Letter(s) of Intent to Perform as a Subcontractor  
(OEBO Schedule 2) and Certificates
- Exhibit G: Professional Services Activity Report (OEBO Schedule 3a)
- Exhibit H: Subcontractor Payment Certification (OEBO Schedule 4)
- Exhibit I: Nongovernmental Entity Human Trafficking Affidavit
- Exhibit J: Affirmative Procurement Initiatives for Professional Services Contracts

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of the Consultant has made and executed this Contract on behalf of the Consultant.

**ATTEST:**

**Michael A. Caruso**  
**Clerk and Comptroller**

**PALM BEACH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

**APPROVED AS TO TERMS  
AND CONDITIONS**

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Deborah Drum, Director  
Dept. of Environmental Resources Mgmt.

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

(SIGNATURE PAGES CONTINUED)

**CONSULTANT:**

**WITNESS:**

Tracie H. McCauley  
Signature

Tracie H. m. Cauley  
Name (type or print)

Aptim Environmental & Infrastructure, LLC  
Company Name

[Signature]  
Signature

Jeff Andrews  
Name (type or print)

Vice President  
Title

(Corporate Seal)



## SCOPE OF WORK

## EXHIBIT A

The CONSULTANT, when authorized in writing, may perform coastal and marine engineering services on a consultant service authorization basis which may include any or all of the following work of a specified nature:

### Coastal Engineering Services

1. Gather available data from existing reports to evaluate present conditions of coastal and marine features including beaches/dunes, inlets and coastal structures, sand traps/deposition basins, reefs, seagrass beds, wetlands, ocean, estuarine and freshwater lakes and prepare recommendations as necessary.
2. Perform field work where no data exists or where necessary in order to verify coastal, estuarine, freshwater lakes and marine and environmental conditions or facilities and make recommendations as necessary.
3. Monitor changes in coastal and marine features and make recommendations.
4. Prepare plans and specifications for marine as well as shore and dune protection projects, sand bypassing operations, and stormwater treatment facilities.
5. Recommend coastal construction type as the most feasible solution for a given shoreline segment.
6. Evaluate coastal and marine construction methods, designs, and performance.
7. Evaluate stormwater treatment alternatives and recommend most feasible options.
8. Estimate construction costs for coastal and marine projects.
9. Develop and run computer models required to evaluate effects of a proposed project on estuarine or marine environments, beaches/dunes, navigation, inlets, water bodies or structures, including wave refraction studies, storm recession analysis, shoreline changes, sand transport, hydrodynamic, storm surge, and water quality models.
10. Perform sediment evaluations including: beach sand compatibility studies which may include the planning, collection and analysis of core boring and grab samples; evaluation of bottom type and extents; and characteristics of physical and chemical properties of sediments.
11. Provide technical expertise and/or prepare presentations as may be required to permit agencies, inlet districts, special interest groups, the Board of County Commissioners, and state and federal representatives and local governments.



12. Serve as an expert witness.
13. Design coastal or marine structures such as docks, fishing piers, boat ramps, seawalls, jetties, bulkheads, groins, breakwaters and stormwater treatment structures for facilities.
14. Evaluate and design dredging projects such as navigation channels, boat basins, wetlands creation, sand traps and muck removal projects.
15. Engineering inspection and evaluation of beach conditions, coastal structures, marine facilities and stormwater structures.
16. Prepare and/or provide support services to County staff for processing of permit applications, funding applications, project design, and reports. Services could include design, drafting, CAD/GIS mapping and/or surveys.
17. Assist in the bidding/negotiation of construction contracts.
18. Provide construction supervision and administration services.
19. Perform seismic studies, side scan sonar, or bathymetric studies.
20. Perform magnetometer studies and cultural resource evaluations.
21. Perform parking and access surveys.
22. Perform beach use surveys.
23. Conduct marine biological studies including reef, seagrass and benthic resource surveys, fish counts, sea turtle nesting and reproductive success monitoring and analysis, and invertebrate and algae population assessments, and perform environmental impact analysis.
24. Develop local (inlet) and regional comprehensive sediment budgets.
25. Develop local and regional management plans and subsequent updates.
26. Perform GIS based data management and analysis.
27. Determine the most effective design alternatives for projects located within a flood zone, including hydrographic engineering analysis and interpretation of local and

federal flood zone management regulations.

28. Perform sea level impact projection studies.
29. Perform underwater video resource mapping surveys.
30. Conduct physical modeling studies.
31. Perform oceanographic and meteorological studies including the long-term deployment and maintenance of wind, wave, current and tide gauges.
32. Furnish the services of specialized consultants for other than normal coastal engineering services such as testing lab services, aerial photographic services, real estate appraisers, archaeologists, economists, geologists and biologists.

The CONSULTANT shall provide the results of all coastal and marine engineering services both graphically as signed and sealed reports, plans, etc. and in digital formats as word processing files, database files, spreadsheet files, ESRI shapefiles, ASCII x, y, z data files, ASCII/FDEP compatible data files, .DWG or .DXF drawing files electronically, as required by the COUNTY. All beach profiles and plan view contours shall be created as polylines in the development of CAD files. CAD data shall differentiate feature sets and text by placing them on separate layers with descriptive identifying names.

All boundaries shall be closed polygons. All adjacent polygon features shall have coincident boundaries with no gaps and no overlapping boundaries. Undershoots and overshoots shall be avoided while digitizing and cleaned up after completion, if necessary. Polygon, point and line features shall be kept in separate feature classes. Text shall be maintained as an attribute of the shape feature.

Unless specifically stated in a task order, all horizontal coordinates shall be in Florida State Plane Coordinates, East Zone, North American Datum (NAD) 1983 with the 1990 adjustment, and all vertical data shall be referenced to the North American Vertical Datum (NAVD) of 1988. Units of measure shall be US feet.

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC  
2026 RATE SCHEDULE FOR PALM BEACH COUNTY**

**I. Labor Rates**

*Rates OK. [Signature]*

Labor Rate Category	Average Hourly Base Labor Rate	Hourly Billing Contract Rate (2.38 Multiplier)
Program Director	\$102.01	\$242.75
Program Manager	\$104.23	\$248.05
Senior Project Manager	\$95.18	\$226.51
Senior Coastal Engineer	\$80.23	\$190.92
Project Manager	\$64.07	\$152.47
Coastal Engineer III	\$50.69	\$120.63
Coastal Engineer II	\$47.71	\$113.54
Senior Coastal Modeler	\$55.56	\$132.21
Senior GIS Operator	\$58.11	\$138.29
GIS Operator	\$46.15	\$109.82
Professional Geologist	\$52.99	\$126.10
Geologist III	\$50.01	\$119.00
Senior Marine Biologist	\$42.30	\$100.67
Marine Biologist II	\$36.05	\$85.79
CAD Operator	\$35.32	\$84.06
Geologist II	\$41.32	\$98.32
Surveyor	\$37.35	\$88.89
Survey Technician	\$28.09	\$66.84
Bookkeeper	\$32.21	\$76.64
Clerical	\$33.49	\$79.70
Coastal Engineer I	\$35.62	\$84.76
Geologist I	\$26.15	\$62.24
Marine Biologist I	\$31.81	\$75.69

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**  
**2026 RATE SCHEDULE FOR PALM BEACH COUNTY**  
**(Continued)**

<b>II. EQUIPMENT</b>	<b><u>Rate</u></b>
Truck (4WD beach use) .....	\$110.00/day
Survey Boat (28 ft. Parker) .....	\$1,050.00/day
Survey Boat (24 ft. Privateer) .....	\$790.00/day
Survey Sea Sled .....	\$310.00/day
All Terrain Vehicle .....	\$105.00/day
Enclosed 18" Trailer .....	\$78.00/day
Trimble RTK GPS .....	\$495.00/day
Trimble Differential GPS.....	\$415.00/day
Terrestrial Laser Scanner .....	\$500.00/day
Unmanned Aircraft System (Drone).....	\$350.00/day
Leitz Total Station w/Data Collector .....	\$130.00/day
Hand Laser Range Finder .....	\$15.00/day
Range Azimuth System.....	\$310.00/day
Odom Hydrotrack Sounder .....	\$165.00/day
Heave, Pitch, Roll Compensator.....	\$215.00/day
Odom ES3PT Multibeam .....	\$600.00/day
Speed of Sound Velocity Meter .....	\$63.00/day
Hypack/DredgePack Navigation System .....	\$260.00/day
Hypack/Hysweep .....	\$260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler .....	\$5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler.....	\$2,900.00/month *
Nortek Storm Software for wave and current data processing .....	\$50.00/day
Primer statistical package.....	\$200/project
X-STAR CHIRP 512i Seismic Profiling System .....	\$1,150.00/day
Seismic Profiler Thermal Printer .....	\$130.00/day
Sonar Wizard Map Seismic Data Processing Package .....	\$155.00/day
Edgetech 4200 FS Sidescan Sonar System .....	\$695.00/day
Sonar Wizard Map Sidescan Data Processing Package.....	\$155.00/day
Geometric G-881 Magnetometer .....	\$215.00/day
Schonstedt GA-52B Magnetic Locator.....	\$30.00/day
Jet Probe with Pump .....	\$55.00/day
Underwater Tide Gauge .....	\$175.00/day
Nikon Level/Tripod/Rod .....	\$65.00/day
PC PowerPoint Projector .....	\$50.00/day
Lietz Handheld Level.....	\$10.00/day
Optical Reading Compass.....	\$10.00/day
Garmin Handheld GPS .....	\$10.00/day
Turbidimeter.....	\$38.00/day

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**  
**2026 RATE SCHEDULE FOR PALM BEACH COUNTY**  
**(Continued)**

SCUBA Tanks (Nitrox) .....	\$19.00/day
Underwater Camera .....	\$32.00/day
Underwater Camera W/Strobes.....	\$75.00/day
Underwater Seadrop Integrated Camera.....	\$30.00/day
Underwater Video Camera .....	\$115.00/day
GPS Integrated Underwater Video Camera.....	\$435.00/day
Underwater Scooter .....	\$50.00/day
Sieve Analysis.....	\$75.00/sample
Carbonate Analysis .....	\$65.00/sample
Monuments .....	\$28.00/each
Survey Disk.....	\$15.00/each
Dry Suit.....	\$15.00/day
Ponar Sampler .....	\$30.00/day
Penetrometer .....	\$55.00/day
Generator.....	\$60.00/day

\* ADCP monthly cost may be pro-rated for shorter periods of use

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**  
**2026 RATE SCHEDULE FOR PALM BEACH COUNTY**  
**(Continued)**

<b>III.</b>	<b>SCUBA DIVING SERVICES</b>	<b><u>Rate</u></b>
	Equipment & Insurance .....	\$75/diver/day **
	** Charge in addition to normal hourly rates for personnel listed on Page 1.	
<b>IV.</b>	<b>NUMERICAL MODELS</b>	<b><u>Rate</u></b>
	ADCIRC Tidal Circulation Model .....	\$1,000/project
	BOUSS 2D WAVE - Wave Refraction/Diffraction Model.....	\$1,000/project
	MIKE21- NSW Spectral Wave Transformation Model .....	\$2,000/project
	MIKE21- HD 2D Current Simulation Model.....	\$2,000/project
	MIKE21- ST 2D Sediment Transport Model.....	\$2,000/project
	DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model.....	\$1,000/project
	DELFT 3D FLOW - 2D Hydrodynamic Model .....	\$2,200/project
	DELFT 3D MORPHO - Morphodynamic Model.....	\$3,000/project
	DELFT 3D WAQ – Water Quality Model .....	\$2,000/project
<b>V.</b>	<b>REPRODUCTIONS</b>	<b><u>Rates</u></b>
	Photocopies – Black & White	
	8 ½" x 11" and 8 ½" x 14" .....	\$0.10/page
	11" x 17" .....	\$0.15/page
	Heavy Bond .....	\$0.30/page
	Cover Stock .....	\$0.50/page
	Photocopies – Color	
	8 ½" x 11" and 8 ½" x 14" .....	\$0.50/page
	11" x 17" .....	\$0.75/page
	Heavy Bond .....	\$1.00/page
	Cover Stock .....	\$1.00/page
	CAD Plotter Copies	
	8 ½" x 11" and 8 ½" x 14" .....	\$1.00/each
	11" x 17" .....	\$2.00/each
	24" x 36" .....	\$3.00/each
<b>VI.</b>	<b>APPROVED SUB-CONSULTANTS (management fee).....</b>	<b>Per Contract</b>
<b>VII.</b>	<b>DIRECT COSTS (handling fee) .....</b>	<b>Per Contract</b>

**CONSULTANT SERVICES AUTHORIZATION**

**EXHIBIT C**

CSA #: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_ CONTRACT: \_\_\_\_\_

[Fiscal approval of Budget Availability: \_\_\_\_\_]

PROJECT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/DISTRICT #: \_\_\_\_\_

TASK DESCRIPTION (use additional pages if necessary): \_\_\_\_\_  
\_\_\_\_\_

DELIVERABLES: \_\_\_\_\_

CSA TYPE: FIXED PRICE/NOT-TO-EXCEED DUE DATE: \_\_\_\_\_

**TOTAL AMOUNT: \$** \_\_\_\_\_

TOTAL SBE PARTICIPATION: \$ \_\_\_\_\_

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

CSA # \_\_\_\_\_  
(Page 2 of 2)

CONSULTANT REP: \_\_\_\_\_ DATE: \_\_\_\_\_  
[Rep Name, Title]

ERM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deborah Drum

cc: Brenda Znachko, J.D., LL.M., Director  
Contract Development & Control  
Holly Knight, P.E., Contracts Manager  
Roadway Production



**SUPPLEMENT**

**EXHIBIT D**

SUPPLEMENT #: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_ CONTRACT: \_\_\_\_\_

[Fiscal approval of Budget Availability: \_\_\_\_\_]

PROJECT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/DISTRICT #: \_\_\_\_\_

DESCRIPTION OF CHANGE: \_\_\_\_\_

Supplement Type: FIXED PRICE/NTE Original CSA # \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Supplement Amount: \$0.00**

Prior Supplement # \_\_\_\_\_ increase: \$ \_\_\_\_\_

Amount increase this Supplement: \$ \_\_\_\_\_

Total CSA # \_\_\_\_\_ amount w/changes: \$ \_\_\_\_\_

SUBTOTAL SBE participation amount for this Supplement: \$ \_\_\_\_\_

TOTAL SBE participation amount on CSA with changes: \$ \_\_\_\_\_

SIGNATURE OF THE CONSULTANT INDICATES AGREEMENT THAT THIS SUPPLEMENT INCLUDES ALL APPROPRIATE ADJUSTMENTS TO THE CONTRACT SUM AND CONTRACT TIME, AND CONSULTANT WAIVES ALL ADDITIONAL CLAIMS FOR COST OR TIME RELATED TO THIS CHANGE.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

SUPPLEMENT # \_\_\_\_\_  
(Page 2 of 2)

CONSULTANT REP: \_\_\_\_\_ DATE: \_\_\_\_\_  
[Rep Name, Title]

ERM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deborah Drum

cc: Brenda Znachko, J.D., LL.M., Director  
Contract Development & Control  
Holly Knight, P.E., Contracts Manager  
Roadway Production

**EXHIBIT E**

**CONSULTANT TEAM  
(OEBO SCHEDULE 1), LICENSES AND INSURANCE (8 pages)**

OEBO SCHEDULE 1\*

SOLICITATION/PROJECT/BID NAME: Coastal & Marine Engineering Annual Services SOLICITATION/PROJECT/BID NO.: ERM-CCNA-2025  
SOLICITATION OPENING/SUBMITTAL DATE: May 28, 2025 COUNTY DEPARTMENT: Environmental Resources Management

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: Aptim Environmental & Infrastructure, LLC ADDRESS: 6401 Congress Ave., Ste. 140, Boca Raton, FL 33487

CONTACT PERSON: Douglas Mann, PE PHONE NO.: 561-400-7766 E-MAIL: douglas.mann@aptim.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 35%

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

Non-SBE ☒ 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	SBE	
1. DB Ecological Services, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	50%
2. Engenuity Group, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5%
3. Craig A. Smith & Associates, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5%
4. South Florida Engineering & Consulting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5%
5.	<input type="checkbox"/>	<input type="checkbox"/>	

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ n/a

Total 65%

Total Certified SBE Participation \$ 65%

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

Douglas W. Mann 4/18/25 Lead Consultant  
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 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.
  - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATION



Department of Business  
& Professional Regulation

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## ONLINE SERVICES

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## LICENSEE DETAILS

8:40:21 AM 12/2/2025

### Licensee Information

Name:	<b>APTIM ENVIRONMENTAL &amp; INFRASTRUCTURE, LLC (Primary Name)</b>
Main Address:	<b>1200 BRICKYARD LANE SUITE 202 ATTENTION: MELISSA HARRELL BATON ROUGE Louisiana 70802</b>
County:	<b>OUT OF STATE</b>
License Mailing:	<b>1200 BRICKYARD LANE SUITE 202 ATTENTION: MELISSA HARRELL BATON ROUGE LA 70802</b>
County:	<b>OUT OF STATE</b>
License Location:	<b>1200 BRICKYARD LANE SUITE 202 BATON ROUGE LA 70802</b>
County:	<b>OUT OF STATE</b>

### License Information

License Type:	<b>Engineering Business Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>9317</b>
Status:	<b>Current</b>
Licensure Date:	<b>07/08/2002</b>
Expires:	

### Special Qualifications

### Qualification Effective

### Alternate Names

[View Related License Information](#)

[View License Complaint](#)



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
6401 CONGRESS AVE STE #140  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC	9317	B25.652782 08/08/2025	\$99.00	B40144027

This document is valid only when receipted by the Tax Collector's Office.



APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC  
APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC  
6401 CONGRESS AVE STE #140  
BOCA RATON FL 33487

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2016094059**  
**EXPIRES: 09/30/2026**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
6401 CONGRESS AVE STE #140  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAND SURVEYOR & MAPPER BUSINESS	APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC	LB8051	B25.652780 08/08/2025	\$132.00	B40144029

This document is valid only when receipted by the Tax Collector's Office.



APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC  
APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC  
6401 CONGRESS AVE STE #140  
BOCA RATON FL 33487

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2016094056**  
**EXPIRES: 09/30/2026**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2025

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

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

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>		<b>CONTACT NAME:</b> Jesus Quiroga <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>E-MAIL ADDRESS:</b> Jesus.Quiroga@usi.com <b>FAX (A/C, No):</b> 713-490-4700															
<b>INSURED</b> <b>Aptim Holding Corp.</b> <b>1200 Brickyard Ln</b> <b>Suite 202</b> <b>Baton Rouge, LA 70802</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER B : Starr Indemnity and Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C : Allianz Underwriters Insurance Company</td> <td>36420</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Surplus Lines Insurance Company	13604	INSURER B : Starr Indemnity and Liability Company	38318	INSURER C : Allianz Underwriters Insurance Company	36420	INSURER D : Indian Harbor Insurance Company	36940	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000090589251	06/30/2025	06/30/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY	Y	Y	1000635746251	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000635747251	06/30/2025	06/30/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	1000095268251	06/30/2025	06/30/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	1000004242	06/30/2025	06/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution-Co			USL02887225	06/30/2025	06/30/2026	10,000,000 Per Occ/Agg
D	Professional			CEO744642308	06/30/2025	06/30/2026	10,000,000 Each Claim

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

Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract. No policy will permit carrier cancellation without thirty (30) days prior written notice to the Certificate Holder.  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Palm Beach County Board of County Commissioners</b> <b>c/o Dept. of Environmental Resources Management</b> <b>2300 North Jog Road, 4th Floor</b> <b>West Palm Beach, FL 33411-2743</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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## DESCRIPTIONS (Continued from Page 1)

### \*\*\*\*\*Schedule of Named Insureds\*\*\*\*\*

AELS Administrative Services, LLC  
AM Acquisition LLC  
Aptim (Thailand) Limited  
Aptim AECOM Decommissioning, LLC  
Aptim Canada Acquisition LLC  
Aptim Chile Intermediary LLC  
Aptim Coastal Planning & Engineering, LLC  
Aptim Coastal, Inc.  
Aptim Connecticut, Inc.  
Aptim Constructors LLC  
Aptim Corp.  
Aptim Engineering New York, P.C.  
Aptim Engineering of North Carolina, P.C.  
Aptim Engineering Puerto Rico, LLC  
Aptim Environmental & Infrastructure, LLC  
Aptim Environmental Liability Solutions, L.L.C.  
Aptim Facilities, Inc.  
Aptim Federal Craft Services, LLC  
Aptim Federal Services, LLC  
Aptim Geosyntec JV LLC  
Aptim Government Solutions, LLC  
Aptim HDR, LLC  
Aptim Holding Corp.  
Aptim Holdings LLC  
Aptim Intellectual Property Holdings, LLC  
Aptim Investment Holdings, LLC  
Aptim Liquid Solutions LLC  
Aptim Maintenance, LLC  
Aptim Management Corp.  
Aptim Massachusetts, LLC  
Aptim Peru Intermediary LLC  
Aptim Peru S.A.C.  
Aptim Port Services International, LLC  
Aptim Port Services, LLC  
Aptim Power Electrical Services Canada Corp.  
Aptim Radiological Services LLC  
Aptim Services Canada Corp.  
Aptim Services, LLC  
Aptim Specialty Services, L.L.C.  
Aptim Thailand Acquisition LLC  
Aptim/Baker/Gannett Fleming J.V.  
Aptim-Amentum Alaska Decommissioning LLC  
Aptim-Atkins JV LLC  
Aptim-Harper Construction JV, LLC  
Aptim-North Wind Construction JV, LLC  
Aptim-Tokyu Construction JV, LLC  
Aptim-Versar, LLC  
Atlantic Contingency Constructors, LLC  
Benicia North Gateway II, L.L.C.  
Bhate Federal Services JV, LLC  
BMRS Industrial Corp.  
Brice Aptim JV LLC  
BWSR, LLC  
Cape-Aptim JV1, LLC  
Coastal Estuary Services, L.L.C.  
CVN Dismantlement Partners, LLC



## DESCRIPTIONS (Continued from Page 1)

GHG Solutions, LLC  
HDR Aptim, LLC  
HGL-Aptim Applied Science and Technology JV, LLC  
HGL-Aptim JV, LLC  
High Desert Support Services, LLC  
Kings Bay Support Services, LLC  
KIP I, L.L.C.  
LandBank Properties, L.L.C.  
LFG Specialties, L.L.C.  
NOREAS APTIM Environmental Remediation JV  
Noreas Environmental Services LLC  
NOREAS-Aptim JV  
Olsen Associates, Inc. and Aptim Coastal Planning & Engineering, Inc. JV  
Otay Mesa Ventures II, L.L.C.  
PB/Aptim Massachusetts, Inc., a Joint Venture  
Ridge Top Ranch, LLC  
South Platte Resiliency Company, LLC  
Space Coast Launch Services LLC  
Stantec-Aptim JV, LLC  
Strategic Storage Partners, LLC  
TerraVista Lakes, LLC  
TFS-Aptim JV LLC  
The Landbank Group, LLC  
Triquetra III JV  
VS2, LLC  
Whippany Venture I, L.L.C.

USL&H Workers Act included under the Workers Comp policy  
Professional Liability Retroactive Date: Full Prior Acts  
UAS Drone Policy  
Policy Number: 9003913  
Carrier: Global Aerospace, Inc  
Policy Dates: 06/30/2025 - 06/30/2026  
Limit: 10,000,000 Each Occurrence

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract or agreement.	Per schedule on file with company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2025

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

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

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> Jesus Quiroga <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>E-MAIL:</b> Jesus.Quiroga@usi.com <b>ADDRESS:</b>		<b>FAX (A/C, No):</b> 713-490-4700
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> XL Specialty Insurance Company		<b>NAIC #</b> <b>37885</b>
<b>INSURED</b> <b>Aptim Holding Corp.</b> <b>1200 Brickyard Ln</b> <b>Suite 202</b> <b>Baton Rouge, LA 70802</b>	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		UM00057337MA25A	06/30/2025	06/30/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Marine General Liability**

**Policy Number: UM00057337MA25A**

**Carrier: XL Specialty Insurance Company**

## CERTIFICATE HOLDER

## CANCELLATION

**Palm Beach County Board of  
County Commissioners  
c/o Dept. of Environmental  
Resources Management  
2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Anthony J. Davis*

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**LETTER OF INTENT  
OEBO SCHEDULE 2 AND CERTIFICATES (8 Pages)**

**EXHIBIT F**

## 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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Aptim Environmental & Infrastructure, LLC Subcontractor: DB Ecological Services, Inc.

(Check box(s) that apply)

☒ SBE   ☐ Non-SBE   ☐ Supplier

Date of Palm Beach County Certification (if applicable): 4/20/24 - 4/19/27

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Sea Turtle Monitoring				50%

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: 50%

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Aptim Environmental & Infrastructure, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: 11/13/25

DB Ecological Services, Inc.

Print Name of Subcontractor/subconsultant

By: Christine Perretta

Authorized Signature

Christine Perretta

Print Name

President

Title

Date: 11/10/25



**Palm Beach County  
Office of Equal Business Opportunity**

Certifies That

**DB ECOLOGICAL SERVICES, IN.**

**Vendor # DBEC0001**

*is a Small/Women Business Enterprise (S/WBE) as prescribed by section 2-80.21 - 2-80.30 of  
the Palm Beach County Code for a three year period from  
**April 20, 2024 to April 19, 2027***

The following services and/or products are covered under this certification:

**Environmental Consulting; Permitting Services, Environmental; Wetland Delineations Including  
Assessments**

  
Allen Gray, Manager  
03/19/2024



**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

## 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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Aptim Environmental & Infrastructure, LLC Subcontractor: Engenuity Group, Inc.

(Check box(s) that apply)

☒ SBE   ☐ Non-SBE   ☐ Supplier

Date of Palm Beach County Certification (if applicable): 1/5/25 - 1/4/28

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Stormwater Engineering and Analysis				5%

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: 5%

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Aptim Environmental & Infrastructure, LLC

Print Name of Prime

By: [Signature]

Authorized Signature

DOUGLAS W. MARON  
Print Name

Lead Coastal Engineer  
Title

Date: 1/13/25

Engenuity Group, Inc.

Print Name of Subcontractor/subconsultant

By: [Signature]

Authorized Signature

C. Andre Rayman, PSM  
Print Name

President

Title

Date: 11/7/2025



# **Palm Beach County Office of Equal Business Opportunity**

Certifies That

**Engenuity Group, Inc.**

**Vendor # VC0000106440**

is a *Small Business Enterprise (SBE)* as prescribed by section 2-80.21 - 2.80.30 of  
the *Palm Beach County Code* for a three year period from  
**January 05, 2025 to January 04, 2028**

The following services and/or products are covered under this certification:

Civil Engineering; Highways; Streets; Airport Pay-Parking Lots - Engineering; Mapping &  
Geographical Information Systems (GIS) Services; Sanitary Engineering; Surveyor  
Services, Land; Water Supply, Treatment, and Distribution/Engineering;

  
Allen Gray, Manager  
12/17/2024



Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor  
Sara Baxter, Vice Mayor  
Gregg K. Weiss  
Joel Flores  
Marc Woodward  
Maria Sachs  
Bobby Powell, Jr.

County Administrator  
Verdenia C. Baker



## 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.** All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Aptim Environmental & Infrastructure, LLC Subcontractor: Craig A. Smith & Associates, LLC

**(Check box(s) that apply)**

☒ SBE   ☐ Non-SBE   ☐ Supplier

Date of Palm Beach County Certification (if applicable): 2/13/25 - 2/12/28

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Surveying including SUE services				5%

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: 5%

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Aptim Environmental & Infrastructure, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Print Name

Title

Date: 4/12/25

Craig A. Smith & Associates, LLC

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Stephen C. Smith

Print Name

President

Title

Date: 11-10-25

**Palm Beach County  
Office of Equal Business Opportunity**

Certifies That

**Craig A. Smith & Associates, LLC.**

**Vendor # VS0000024110**

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2-80.30 of  
the Palm Beach County Code for a three year period from  
February 13, 2025 to February 12, 2028*

The following services and/or products are covered under this certification:

**Civil Engineering; Drainage Engineering; Mechanical Engineering; Mapping & Geographical  
Information Systems (GIS) Services; Sanitary Engineering; Sewage Collection, Treatment, and  
Disposal/Engineering; Surveyor Services, Land; Utility Locator Service (Underground); Waste Water  
Treatment Engineering; Water Supply, Treatment, and Distribution/Engineering**

  
Allen Gray, Manager  
02/13/2025



**Palm Beach County Board of County Commissioners**

Maria G. Marino, Mayor  
Sara Baxter, Vice Mayor  
Gregg K. Weiss  
Joel Flores  
Marci Woodward  
Maria Sachs  
Bobby Powell, Jr.

**County Administrator**  
Verdenia C. Baker

## 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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Aptim Environmental & Infrastructure, LLC Subcontractor: South Florida Engineering & Consulting LLC  
(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 7/10/25 - 7/9/28

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Environmental permitting				5%

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: 5%

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Aptim Environmental & Infrastructure, LLC

Print Name of Prime

By: [Signature]

Authorized Signature

Douglas W. Martin  
Print Name

Lead Coastal Engineer  
Title

Date: 11/13/25

South Florida Engineering & Consulting LLC

Print Name of Subcontractor/subconsultant

By: [Signature]

Authorized Signature

Thomas V Conboy  
Print Name

President/Principal Engineer  
Title

Date: 11/8/25



**Palm Beach County**  
**Office of Equal Business Opportunity**

**South Florida Engineering and Consulting, LLC.**

Certifies That

**Vendor # VS0000009565**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of  
the Palm Beach County Code for a three year period from  
July 10, 2025 to July 09, 2028*

The following services and/or products are covered under this certification:

**Engineering Consulting; Environmental Consulting; Environmental Engineering; Environmental  
Impact Studies; Impact Studies, Environmental; Permitting Services, Environmental; Site  
Assessment, Environmental; Storm Water Discharge Testing Services; Water Pollution Services;  
Water Sampling and Analysis Services**

  
Allen Gray, Manager  
07/10/2025



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Joel Flores  
Marci Woodward  
Maria Sachs  
Bobby Powell, Jr.

**County Administrator**  
Todd J. Bonlarron

**OEBO SCHEDULE 3a  
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: \_\_\_\_\_

Contract Name: Coastal and Marine Engineering Services on a Consultant Services Authorization Basis

Project No.: ERM-CCNA-2025

BCC Resolution No.: \_\_\_\_\_

CSA Project Name: \_\_\_\_\_

Consultant Services Authorization No.: \_\_\_\_\_

Original CSA Amount: \$ \_\_\_\_\_ Amended CSA Amount: \$ \_\_\_\_\_

CSA BCC Resolution No. (if applicable): \_\_\_\_\_ CSA Invoice No.: \_\_\_\_\_

Prime Consultant: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total Percentage of work performed to date by Prime: \_\_\_\_\_

**SUB-CONSULTANTS**

1. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
2. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
3. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
4. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
5. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION\***

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

Project Name \_\_\_\_\_ Project No. \_\_\_\_\_

Dept. \_\_\_\_\_ Task/Work/Delivery/Purchase Order No. \_\_\_\_\_

Prime Contractor \_\_\_\_\_ Vendor Code \_\_\_\_\_

Invoice No. (Paid by County) \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_

Subcontractor \_\_\_\_\_ Vendor Code \_\_\_\_\_

Payment \$ \_\_\_\_\_ Subcontractor Invoice No. \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_ (Final ☐)

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant)

\_\_\_\_\_  
(Name & Title of Person executing on behalf of Subcontractor/  
subconsultant)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐

OR Produced Identification ☐

Type of Identification \_\_\_\_\_


**CONTRACT EXHIBIT I**

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

**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an ~~officer~~ or representative of Aptim Environmental & Infrastructure, LLC  
(CONSULTANT) and attest that CONSULTANT does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

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

  
(signature of officer or representative)

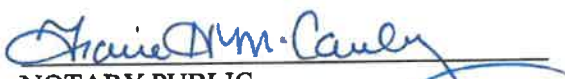
DOUGLAS W. MANN LEAD CONSULTANT  
(printed name and title of officer or representative) EDG

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

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization  
this, 18 day of November 2025, by Douglas W. Mann.

Personally known ☒ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

  
NOTARY PUBLIC  
My Commission Expires: 8/19/2026  
State of Florida at large



(Notary Seal)

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs)  
FOR PROFESSIONAL SERVICES CONTRACTS**

The API(s) approved for this project are shown below. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. The Office of Equal Business Opportunity website at

<https://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>

and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. See the EBO Ordinance and Countywide PPM CW-O-043 for further information on API's.

**SBE Subcontracting Goals for Professional Services** (EBO Ordinance Section 2-80.27(3)(e))

A **15% SBE subcontracting** participation goal is established for this Contract.

The CONSULTANT has agreed to provide **60% SBE Participation**.

A minimum mandatory goal of 15% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

**SBE Evaluation Preference for SBE participation** (EBO Ordinance Section 2-80.27(3)(d))

**15 Points** (0 to 15%) total evaluation points shall be awarded based on the level of SBE % participation committed to on the prime respondent/bidder's team.

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to professional services solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.



**CONTRACT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN PALM BEACH COUNTY  
AND COASTAL PROTECTION ENGINEERING LLC FOR  
COASTAL AND MARINE ENGINEERING  
PROFESSIONAL CONTINUING SERVICES CONTRACT  
PROJECT # ERM-CCNA-2025**

This Contract is made as of \_\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Coastal Protection Engineering LLC, 5301 North Federal Highway, Suite 335, Boca Raton, FL 33487, an engineering firm, a limited liability company, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. Number is 84-2350128.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide professional coastal and marine engineering services and incidental services as more specifically set forth in the Scope of Work attached hereto as **Exhibit A**. In the event services are required to be performed that are not described in **Exhibit A**, but are within the general scope of services, the COUNTY and the CONSULTANT hereby reserve the right to negotiate consultant services authorizations covering the desired services.

The CONSULTANT shall conduct professional services in accordance with Chapters 471 and 472, Florida Statutes and other applicable local, state and federal standards. The CONSULTANT shall conduct topographic and hydrographic survey work in compliance with the most current U.S. Army Corps of Engineers "Technical Requirements for Surveying, Mapping and Photogrammetric Services", the most current U.S. Army Corps of Engineers "Engineering Design: Hydrographic Surveying," EM 1110-2-1003, and the most current Florida Department of Environmental Protection specifications for topographic (section 02000) and bathymetric (section 02100) surveying.

**ARTICLE 2 - PERIODS OF SERVICE AND SCHEDULES**

This Contract commences on the day and year first written above and ends three years later. At the option of the COUNTY, the Contract can be renewed for an additional two-year period.

Reports and other work items shall be delivered or completed according to schedules established in each Consultant Services Authorization.

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

### **ARTICLE 3 - ASSIGNMENT OF WORK**

The CONSULTANT shall provide professional services on a Consultant Services Authorization basis. A copy of the Consultant Services Authorization form and Supplement form are attached hereto as **Exhibit C** and **Exhibit D**. The COUNTY reserves the right to modify these forms during the term of the Contract. The COUNTY shall prepare each Consultant Services Authorization form. A detailed scope of work, proposal, subcontractor quotes, and spreadsheet identifying all task costs and labor hours shall accompany each Consultant Services Authorization prior to approval. The proposal and spreadsheet format shall be approved by the COUNTY. The CONSULTANT shall sign each Consultant Services Authorization form and return it to the COUNTY to be signed. Any participation or change in participation by a Small Business Enterprise (SBE) subcontractor shall be indicated on the Consultant Services Authorization or Supplement, respectively. Any change in a Consultant Services Authorization's scope of work, including task assignments for the CONSULTANT and/or subcontractor(s), shall be approved in advance by the COUNTY on the Supplement.

For the COUNTY, the Department of Environmental Resources Management Director/Deputy Director shall be authorized to execute Consultant Services Authorizations in amounts not to exceed \$100,000 per Consultant Services Authorization. A copy of each Consultant Services Authorization so approved shall be forwarded to the Contract Development and Control Division. Consultant Services Authorizations exceeding \$100,000 but not exceeding \$200,000 shall require authorization of the Contract Review Committee prior to issuance. Consultant Services Authorizations exceeding \$200,000 shall require approval by the Board of County Commissioners.

### **ARTICLE 4 - PAYMENTS TO CONSULTANT**

- A. Total Contract Amount - The COUNTY agrees to compensate the CONSULTANT in accordance with the fee proposal attached hereto as **Exhibit B**. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. By entering into this Contract, the CONSULTANT is not guaranteed any minimum amount of work. Any and all work shall be at the discretion of the COUNTY.
- B. Methods of Payment - The COUNTY shall pay the CONSULTANT on a fixed price basis in accordance with the approved Consultant Services Authorizations. Alternate methods of payment including not-to-exceed compensation may be used for specific Consultant Services Authorizations if the COUNTY determines that an alternate payment method would be more cost-effective or efficient. A Consultant Services Authorization may be a combination of fixed price, not-to-exceed or other alternate methods of payments.
- C. Invoices - The CONSULTANT shall submit itemized invoices to the COUNTY on a monthly basis, no later than the 15<sup>th</sup> of the following month unless otherwise agreed by the COUNTY, for services rendered in accordance with the authorized budget categories listed below and in **Exhibit B**. Invoices shall reference the Consultant Services

Authorization number(s) or include copies of the Consultant Services Authorization(s) that authorized the services rendered. An incremental billing for partially completed subtasks on a fixed price Consultant Services Authorization shall be calculated in proportion to the percentage of work approved and accepted by the COUNTY and the negotiated fee for the subtasks until 90% of the project is complete. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY. A fixed price Consultant Services Authorization invoice shall provide sufficient detail to determine percent completion of each subtask contained in the approved Consultant Services Authorization(s). The total billings shall not exceed the estimated percentage of completion as of the billing date. An incremental billing for any partially completed, not-to-exceed subtask(s) shall be calculated based on actual expenses. These expenses shall be itemized by subtask on the invoice by listing: (a) the approved expense item-such as the labor category, equipment type, other direct cost item, subcontracted service/good; (b) expense item's approved unit rate, (c) unit name, such as hour, page/sheet, day, sample, core; and, (d) number of units incurred in the performance of the subtask. All requests for payment shall be accompanied by documentation sufficient to establish the amount of goods and services delivered to incur payment and obligation of the County to pay. The CONSULTANT shall submit a task log, in a form approved by the COUNTY, indicating usage of approved Contract fee schedule items with each incremental billing for any not-to-exceed subtasks. Incremental billing(s) should be submitted prior to the due date of the Consultant Services Authorization. Should a Consultant Services Authorization have approved COUNTY subcontractor(s), the CONSULTANT shall pay the subcontractors(s) within ten (10) business days of receipt of payment from the County.

If a Consultant Services Authorization includes participation by a subcontractor, the CONSULTANT shall prepare, execute, and submit a Professional Services Activity Report form, **Exhibit G** with each invoice. If (a) the Consultant Services Authorization includes participation by a subcontractor, and, (b) the COUNTY has paid the CONSULTANT for a portion of the subcontractor's work on the previous invoice, the CONSULTANT shall submit a fully executed Subcontractor Payment Certification form, **Exhibit H**, with the following invoice. These forms provide documentation of subcontracting activity and payment as required in Article 10.

Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract and approved Consultant Services Authorizations. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be reviewed and approved by the COUNTY's representative within seven (7) days of receipt and paid within thirty (30) days following the COUNTY representative's approval,, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. The CONSULTANT shall be required to invoice the COUNTY no later than sixty (60) days after completion of a scheduled milestone or after acceptance of specified deliverables as set forth in a Consultant Services Authorization. No payment shall be provided for work outside the

Scope of Work of the approved Consultant Services Authorization unless the additional work has been authorized in advance by the COUNTY representative. In such cases, the COUNTY representative shall be responsible for preparation of a Supplement form or new Consultant Services Authorization form authorizing the additional work. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract unless specifically authorized by a Consultant Services Authorization.

- D. Final Invoice - In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Contract Invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed, and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. Rates - Charges for services or expenses, including services and expenses of subcontractors, directly identifiable to a Consultant Services Authorization shall be calculated according to the fee schedule set forth in **Exhibit B** and as follows. Charges for services or expenses which are not included in the rate schedule shall be compensated at rates mutually acceptable to the COUNTY and the CONSULTANT and shall be evidenced by an approved Consultant Services Authorization. In the event the COUNTY determines that such rates should become part of the rate schedule attached to this Contract, the COUNTY shall initiate a change order evidencing the rates mutually agreed to by both parties.
- 1. Direct Labor - Direct labor shall be calculated in accordance with the rates provided in **Exhibit B**. Supporting documentation of base labor rates and hours/time spent on individual project tasks should be maintained by the CONSULTANT for audit purposes. Direct labor rates shall be the base labor rates (wages) multiplied by a gross multiplier of 2.84. Fringe benefits, overhead, indirect charges, general & administrative (G&A) costs, fees and profit are included in the gross multiplier. No additional fringe, indirect, overhead, G&A, fee or profit shall be charged.

Increases in the CONSULTANT's base labor rate(s) may be allowed on an annual basis starting one (1) year after Contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate increases shall not exceed three percent (3%) and may be allowed for documented increases in actual wages or salaries paid to the CONSULTANT's employees that are being utilized to provide the services required under the Contract. At a minimum, the CONSULTANT's documentation shall include an itemized listing of the names and actual salaries of the employees for each labor category and the basis for the proposed base labor rate at the time of submittal of the request. The listing shall be accompanied by a statement attesting to the accuracy of the information signed by an officer of the CONSULTANT. The CONSULTANT shall provide certified

payroll registers if requested by the COUNTY. Individual employee salary documentation shall be used to determine the proposed base labor rates for each labor category included in the Contract. The COUNTY shall not consider a rate increase for categories lacking supporting salary documentation. Upon COUNTY review and approval, the COUNTY shall issue a letter signed by the Department of Environmental Resources Management Director or Deputy Director approving the new rates.

2. Subcontractors - All subcontractors' charges shall be supported by written quote and invoices. An administrative and supervisory fee of up to 5% may be applied to subcontractors that are not part of the CONSULTANT's team unless a fee for the service or commodity supplied by the subcontractors has been established and is included in **Exhibit B**. If a rate has been established, no administrative or supervisory fee shall be charged.
3. Travel - Except as provided below, preapproved travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract shall be paid in accordance with the conditions set forth in section 112.061, Florida Statutes, as may be amended, and the rates established in County Resolution No. R2006-0120, unless an exemption is specified under section 125.0104, Florida Statutes, as may be amended, and only for travel to COUNTY-directed meetings outside of Palm Beach County. However, the rates of any travel, which is reimbursable to the COUNTY by a State of Florida agency, must be acceptable to that agency, in which case Florida Statutes' rates would apply. All travel expenses shall be authorized in advance by the COUNTY representative and evidenced by inclusion in an approved Consultant Services Authorization. Travel expenses shall not be authorized for routine travel to, from and on the job site in Palm Beach County.
4. Equipment - Equipment usage rental rates shall be charged in accordance with the rates contained in **Exhibit B**. The rental rates charged for equipment usage shall be calculated in the most favorable terms (i.e., the sum of the daily rental rate for a five (5) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for a four (4) week period shall not exceed the monthly rental rate).
5. Other Expenses (Other Direct Costs) - e.g., materials, supplies, long distance phone calls, that are not included in overhead or general and administrative costs must be authorized by executed Consultant Services Authorization and shall be charged in accordance with the fee schedule provided in **Exhibit B**. Other expenses/direct costs not included in **Exhibit B** shall be compensated at rates mutually agreeable to the CONSULTANT and the COUNTY.
6. Purchase of Equipment/Non-Expendable Supplies - Reimbursement for the purchase of equipment/non-expendable supplies is subject to prior written

approval by the COUNTY. Such equipment/non-expendable supplies shall remain the property of the COUNTY and must be returned upon task or project completion.

- F. VSS Registration Required - In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

#### **ARTICLE 5 - GENERAL RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services under this Contract. The CONSULTANT is responsible for all assigned and accepted tasks as well as liability for any damage suffered by the COUNTY as a result of non-performance to the extent described under Indemnification.

The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports and other services which exist at time of acceptance by the COUNTY. This provision is not intended to limit the payment of compensation for the finalization or completion of draft documents or work products if evidenced by an approved Consultant Services Authorization.

The CONSULTANT represents that its services and installations shall be performed, within the limits provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.

#### **ARTICLE 6 - GENERAL RESPONSIBILITIES OF THE COUNTY**

The COUNTY shall designate in writing a person to act as the COUNTY's representative with respect to the services to be rendered under this Contract.

The COUNTY shall provide all criteria and full information as to COUNTY's requirement for assigned tasks.

The COUNTY shall make available pertinent information including reports, certified engineering drawings, certified survey drawings and data related to the projects worked on under this Contract.

The COUNTY shall assist the CONSULTANT in arranging access to public and private property

as required for the CONSULTANT to perform the services under this Contract when the CONSULTANT has made a reasonable effort to acquire said access and has been unsuccessful. The COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

The COUNTY shall provide legal, accounting and such auditing services as the COUNTY may require, to verify CONSULTANT expenditures and rates charged under this Contract.

The COUNTY shall provide prompt notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT's services, or any defect or nonconformance in the work of the CONSULTANT.

#### **ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, multiplier, over-head charges and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

#### **ARTICLE 8 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 9 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) shall comply with all COUNTY requirements governing conduct, safety and security while on COUNTY premises and project sites.

#### **ARTICLE 10 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets



forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit J**, including the COUNTY's Request for Proposals (RFP) and the specifications set forth in CONSULTANT's response to the RFP, which are both incorporated herein by reference. Failure to comply with this Article 10 is a material breach of this Contract.

CONSULTANT shall report all subcontractor payment information on EBO forms 3a (**Exhibit G**) and 4 (**Exhibit H**), or as otherwise required by the COUNTY's Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of EBO of changes in SBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the County, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

**Exhibit E** (Consultant Team), which includes the names, addresses, scope of work, percentage value of SBE participation, and **Exhibit F** (Letter(s) of Intent), which are signed by the Prime and all Subcontractors agreeing to perform the Contract at the percentage value listed, are attached hereto, incorporated herein, and represent the CONSULTANT's SBE team participation

on this Contract.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's Contract with each SBE subcontractor or any other related documentation upon request.

#### **ARTICLE 11 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 12 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 13 - INSURANCE REQUIREMENTS**

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

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

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

- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining.
- C. Watercraft Liability: CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage. This coverage requirement may also be satisfied via endorsement to the CONSULTANT'S Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. Unmanned Aircraft Systems: Consultant shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- F. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a

Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

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

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Dept. of Environmental Resources Management  
2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743

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

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

#### **ARTICLE 14 - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the CONSULTANT, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

## **ARTICLE 15 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **ARTICLE 16 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

## **ARTICLE 17- CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into

said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the County shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 19 - ARREARS**

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 – 2-440, as may be amended.

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 22 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 23 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 – 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in

the same manner as a second degree misdemeanor.

#### **ARTICLE 24 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as may be amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.



## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

## **ARTICLE 28 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivered or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director  
Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

With a copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Thomas P. Pierro, P.E., BC.CE  
Coastal Protection Engineering LLC  
5301 North Federal Highway, Suite 335  
Boca Raton, FL 33487

### **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work of this Contract. However, the COUNTY reserves the right to modify the forms attached as **Exhibits C, D, G, H and I** during the term of the Contract.

### **ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as may be amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or

subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

### **ARTICLE 32 – REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

### **ARTICLE 33 - SCRUTINIZED COMPANIES**

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. **When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 34 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

- B. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBC.GOV](mailto:RECORDSREQUEST@PBC.GOV)**

**OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 35 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 36 - 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and 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.

**ARTICLE 37 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time

during the previous five (5) years.

#### **ARTICLE 38 - HUMAN TRAFFICKING AFFIDAVIT**

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

#### **ARTICLE 39 - PUBLIC STATEMENTS**

The CONSULTANT and their Subcontractors shall not respond to any media inquiries or make any statements, including on social media, on behalf of the COUNTY in relation to the Contract, without prior written approval of the COUNTY. The CONSULTANT shall direct to the COUNTY any requests from the public for production or filming related to the Contract.

#### **ARTICLE 40 - EXHIBITS**

The following exhibits are attached to and made a part of this Contract:

- Exhibit A: Scope of Work
- Exhibit B: Fee Schedule
- Exhibit C: Consultant Services Authorization Form
- Exhibit D: Supplement Form
- Exhibit E: Consultant Team (OEBO Schedule 1), Licenses, and Insurance
- Exhibit F: Letter(s) of Intent to Perform as a Subcontractor  
(OEBO Schedule 2) and Certificates
- Exhibit G: Professional Services Activity Report (OEBO Schedule 3a)
- Exhibit H: Subcontractor Payment Certification (OEBO Schedule 4)
- Exhibit I: Nongovernmental Entity Human Trafficking Affidavit
- Exhibit J: Affirmative Procurement Initiatives for Professional Services Contracts

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**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of the Consultant has made and executed this Contract on behalf of the Consultant.

**ATTEST:**

**Michael A. Caruso**  
**Clerk and Comptroller**

**PALM BEACH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

**APPROVED AS TO TERMS  
AND CONDITIONS**

**APPROVED AS TO  
LEGAL SUFFICIENCY**


By: \_\_\_\_\_  
Deborah Drum, Director  
Dept. of Environmental Resources Mgmt.

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

(SIGNATURE PAGES CONTINUED)

**CONSULTANT:**

**WITNESS:**

  
\_\_\_\_\_  
Signature

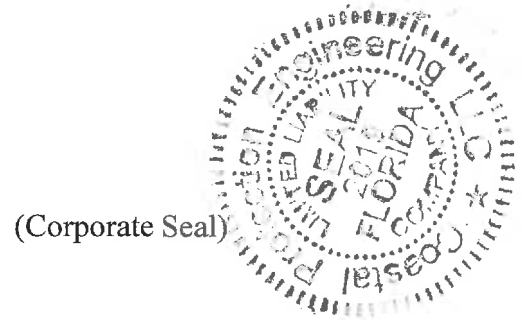
DANIELA COKIETRO  
Name (type or print)

Coastal Protection Engineering LLC  
Company Name

  
\_\_\_\_\_  
Signature

Thomas P. Pierro, P.E., BC.CE  
Name (type or print)

Authorized Member  
Title





## SCOPE OF WORK

## EXHIBIT A

The CONSULTANT, when authorized in writing, may perform coastal and marine engineering services on a consultant service authorization basis which may include any or all of the following work of a specified nature:

### Coastal Engineering Services

1. Gather available data from existing reports to evaluate present conditions of coastal and marine features including beaches/dunes, inlets and coastal structures, sand traps/deposition basins, reefs, seagrass beds, wetlands, ocean, estuarine and freshwater lakes and prepare recommendations as necessary.
2. Perform field work where no data exists or where necessary in order to verify coastal, estuarine, freshwater lakes and marine and environmental conditions or facilities and make recommendations as necessary.
3. Monitor changes in coastal and marine features and make recommendations.
4. Prepare plans and specifications for marine as well as shore and dune protection projects, sand bypassing operations, and stormwater treatment facilities.
5. Recommend coastal construction type as the most feasible solution for a given shoreline segment.
6. Evaluate coastal and marine construction methods, designs, and performance.
7. Evaluate stormwater treatment alternatives and recommend most feasible options.
8. Estimate construction costs for coastal and marine projects.
9. Develop and run computer models required to evaluate effects of a proposed project on estuarine or marine environments, beaches/dunes, navigation, inlets, water bodies or structures, including wave refraction studies, storm recession analysis, shoreline changes, sand transport, hydrodynamic, storm surge, and water quality models.
10. Perform sediment evaluations including: beach sand compatibility studies which may include the planning, collection and analysis of core boring and grab samples; evaluation of bottom type and extents; and characteristics of physical and chemical properties of sediments.
11. Provide technical expertise and/or prepare presentations as may be required to permit agencies, inlet districts, special interest groups, the Board of County Commissioners, and state and federal representatives and local governments.

12. Serve as an expert witness.
13. Design coastal or marine structures such as docks, fishing piers, boat ramps, seawalls, jetties, bulkheads, groins, breakwaters and stormwater treatment structures for facilities.
14. Evaluate and design dredging projects such as navigation channels, boat basins, wetlands creation, sand traps and muck removal projects.
15. Engineering inspection and evaluation of beach conditions, coastal structures, marine facilities and stormwater structures.
16. Prepare and/or provide support services to County staff for processing of permit applications, funding applications, project design, and reports. Services could include design, drafting, CAD/GIS mapping and/or surveys.
17. Assist in the bidding/negotiation of construction contracts.
18. Provide construction supervision and administration services.
19. Perform seismic studies, side scan sonar, or bathymetric studies.
20. Perform magnetometer studies and cultural resource evaluations.
21. Perform parking and access surveys.
22. Perform beach use surveys.
23. Conduct marine biological studies including reef, seagrass and benthic resource surveys, fish counts, sea turtle nesting and reproductive success monitoring and analysis, and invertebrate and algae population assessments, and perform environmental impact analysis.
24. Develop local (inlet) and regional comprehensive sediment budgets.
25. Develop local and regional management plans and subsequent updates.
26. Perform GIS based data management and analysis.
27. Determine the most effective design alternatives for projects located within a flood zone, including hydrographic engineering analysis and interpretation of local and

federal flood zone management regulations.

28. Perform sea level impact projection studies.
29. Perform underwater video resource mapping surveys.
30. Conduct physical modeling studies.
31. Perform oceanographic and meteorological studies including the long-term deployment and maintenance of wind, wave, current and tide gauges.
32. Furnish the services of specialized consultants for other than normal coastal engineering services such as testing lab services, aerial photographic services, real estate appraisers, archaeologists, economists, geologists and biologists.

The CONSULTANT shall provide the results of all coastal and marine engineering services both graphically as signed and sealed reports, plans, etc. and in digital formats as word processing files, database files, spreadsheet files, ESRI shapefiles, ASCII x, y, z data files, ASCII/FDEP compatible data files, .DWG or .DXF drawing files electronically, as required by the COUNTY. All beach profiles and plan view contours shall be created as polylines in the development of CAD files. CAD data shall differentiate feature sets and text by placing them on separate layers with descriptive identifying names.

All boundaries shall be closed polygons. All adjacent polygon features shall have coincident boundaries with no gaps and no overlapping boundaries. Undershoots and overshoots shall be avoided while digitizing and cleaned up after completion, if necessary. Polygon, point and line features shall be kept in separate feature classes. Text shall be maintained as an attribute of the shape feature.

Unless specifically stated in a task order, all horizontal coordinates shall be in Florida State Plane Coordinates, East Zone, North American Datum (NAD) 1983 with the 1990 adjustment, and all vertical data shall be referenced to the North American Vertical Datum (NAVD) of 1988. Units of measure shall be US feet.

**FEE SCHEDULE****EXHIBIT B**

**PALM BEACH COUNTY  
COASTAL & MARINE ENGINEERING PROFESSIONAL CONTINUING SERVICES CONTRACT  
PROJECT # ERM-CCNA-2025  
COASTAL PROTECTION ENGINEERING LLC  
11/12/2025**

**I. Labor Rates**

*Rates OK* 

Labor Category	Hourly Base Labor Rate	Hourly Contract Billing Rate	Multiplier
Principal Engineer	\$98.56	\$279.91	2.84
Principal Coastal Scientist	\$98.56	\$279.91	2.84
Program Manager	\$72.23	\$205.13	2.84
Senior Civil Engineer	\$67.31	\$191.16	2.84
Senior Coastal Scientist	\$65.81	\$186.90	2.84
Senior Coastal Engineer	\$63.15	\$179.35	2.84
Marine Structural Engineer	\$61.31	\$174.12	2.84
Senior Marine Biologist	\$60.69	\$172.36	2.84
Senior Coastal Modeler	\$54.26	\$154.10	2.84
Coastal Engineer III	\$51.20	\$145.41	2.84
Coastal Modeler	\$42.77	\$121.47	2.84
Coastal Engineer II	\$41.18	\$116.95	2.84
Structural Designer	\$38.00	\$107.92	2.84
Coastal Scientist	\$36.08	\$102.47	2.84
Coastal Engineer I	\$36.08	\$102.45	2.84
Junior Numerical Modeler	\$34.62	\$98.32	2.84
CAD/GIS Operator	\$32.83	\$93.24	2.84
Environmental Scientist	\$32.65	\$92.71	2.84
Junior Marine Biologist	\$31.99	\$90.85	2.84
Junior Coastal Scientist	\$30.00	\$85.20	2.84
Clerical	\$29.09	\$82.62	2.84
Junior Coastal Engineer	\$28.00	\$79.52	2.84
Engineering Intern / Tech	\$19.50	\$55.38	2.84

**II. Reimbursable Costs\***

Cost Classification	Contract Billing Rate
SCUBA Diving	\$75 / diver / day
Equipment & Mileage	Per Task Order
Direct Costs	Per Task Order
Sub-Consultants	Per Task Order

\*Subject to terms and conditions of governing agreement.

**CONSULTANT SERVICES AUTHORIZATION**

**EXHIBIT C**

CSA #: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_ CONTRACT: \_\_\_\_\_

[Fiscal approval of Budget Availability: \_\_\_\_\_]

PROJECT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/DISTRICT #: \_\_\_\_\_

TASK DESCRIPTION (use additional pages if necessary): \_\_\_\_\_  
\_\_\_\_\_

DELIVERABLES: \_\_\_\_\_

CSA TYPE: FIXED PRICE/NOT-TO-EXCEED DUE DATE: \_\_\_\_\_

**TOTAL AMOUNT: \$** \_\_\_\_\_

**TOTAL SBE PARTICIPATION: \$** \_\_\_\_\_

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

CSA # \_\_\_\_\_  
(Page 2 of 2)

CONSULTANT REP: \_\_\_\_\_ DATE: \_\_\_\_\_  
[Rep Name, Title]

ERM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deborah Drum

cc: Brenda Znachko, J.D., LL.M., Director  
Contract Development & Control  
Holly Knight, P.E., Contracts Manager  
Roadway Production

**SUPPLEMENT**

**EXHIBIT D**

SUPPLEMENT #: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_ CONTRACT: \_\_\_\_\_

[Fiscal approval of Budget Availability: \_\_\_\_\_]

PROJECT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACT MANAGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/DISTRICT #: \_\_\_\_\_

DESCRIPTION OF CHANGE: \_\_\_\_\_

Supplement Type: FIXED PRICE/NTE Original CSA # \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Supplement Amount: \$0.00**

Prior Supplement # \_\_\_\_\_ increase: \$ \_\_\_\_\_

Amount increase this Supplement: \$ \_\_\_\_\_

Total CSA # \_\_\_\_\_ amount w/changes: \$ \_\_\_\_\_

SUBTOTAL SBE participation amount for this Supplement: \$ \_\_\_\_\_

TOTAL SBE participation amount on CSA with changes: \$ \_\_\_\_\_

SIGNATURE OF THE CONSULTANT INDICATES AGREEMENT THAT THIS SUPPLEMENT INCLUDES ALL APPROPRIATE ADJUSTMENTS TO THE CONTRACT SUM AND CONTRACT TIME, AND CONSULTANT WAIVES ALL ADDITIONAL CLAIMS FOR COST OR TIME RELATED TO THIS CHANGE.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

SUPPLEMENT # \_\_\_\_\_  
(Page 2 of 2)

CONSULTANT REP: \_\_\_\_\_ DATE: \_\_\_\_\_  
[Rep Name, Title]

ERM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deborah Drum

cc: Brenda Znachko, J.D., LL.M., Director  
Contract Development & Control  
Holly Knight, P.E., Contracts Manager  
Roadway Production



**EXHIBIT E**

**CONSULTANT TEAM  
(OEBO SCHEDULE 1), LICENSES AND INSURANCE (7 *pages*)**

## OEBO SCHEDULE 1\* (Page 1 of 2)

SOLICITATION/PROJECT/BID NAME: Coastal & Marine Engineering Annual Services

SOLICITATION/PROJECT/BID NO.: ERM-CCNA-2025

SOLICITATION OPENING/SUBMITTAL DATE: May 28, 2025

COUNTY DEPARTMENT: Environmental Resources Management

### 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: Coastal Protection Engineering, LLC

ADDRESS: 5301 N. Federal Hwy., Ste. 335, Boca Raton, FL 33487

CONTACT PERSON: Lindino Benedet, PhD, MBA

PHONE NO.: 561-609-9144

E-MAIL: lbenedet@coastalprotectioneng.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 60%

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

Non-SBE

☐

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	SBE	
1. DB Ecological Services, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7.5%
2. Terraquatic, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7.5%
3. Engenuity Group, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2%
4. CSA Ocean Sciences, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7%
5. Amdrill, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6%

(Please use additional sheets if necessary)

Total (continued on page 2)

Total Bid/Offer Price \$ N/A

Total Certified SBE Participation \$ (continued on page 2)

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

Lindino Benedet Principal

Name & Authorized Signature

Title

Note: 1. 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.

2. 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.

3. Modification of this form is not permitted and will be rejected upon submittal.

4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

## OEBO SCHEDULE 1\* (Page 2 of 2)

SOLICITATION/PROJECT/BID NAME: Coastal & Marine Engineering Annual Services

SOLICITATION/PROJECT/BID NO.: ERM-CCNA-2025

SOLICITATION OPENING/SUBMITTAL DATE: May 28, 2025

COUNTY DEPARTMENT: Environmental Resources Management

### 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: Coastal Protection Engineering, LLC

ADDRESS: 5301 N. Federal Hwy., Ste. 335, Boca Raton, FL 33487

CONTACT PERSON: Lindino Benedet, PhD, MBA

PHONE NO.: 561-609-9144

E-MAIL: lbenedet@coastalprotectioneng.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 60%

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

Non-SBE

☐

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	SBE	
6. Athena Technologies, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5%
7. Sonographics, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5%
3.	<input type="checkbox"/>	<input type="checkbox"/>	
4.	<input type="checkbox"/>	<input type="checkbox"/>	
5.	<input type="checkbox"/>	<input type="checkbox"/>	

(Please use additional sheets if necessary)

(continued from page 1) Total

40%

Total Bid/Offer Price \$ N/a

Total Certified SBE Participation \$

77%

I hereby certify that the above information is accurate to the best of my knowledge: LINDINO BENEDET - PhD, MBA

Name & Authorized Signature

Title

PRINCIPAL

- Note: 1. 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.  
2. 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.  
3. Modification of this form is not permitted and will be rejected upon submittal.  
4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.



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## ONLINE SERVICES

## LICENSEE DETAILS

3:46:43 PM 11/13/2025

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[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity List Search](#)

### Licensee Information

Name: **COASTAL PROTECTION ENGINEERING LLC (Primary Name)**  
Main Address: **5301 NORTH FEDERAL HWY SUITE 335 BOCA RATON Florida 33487**  
County: **PALM BEACH**

### License Information

License Type: **Engineering Business Registry**  
Rank: **Registry**  
License Number: **33370**  
Status: **Current**  
License Date: **09/12/2019**  
Expires:

### Special Qualifications

**Qualification Effective**

### Alternate Names

[View Related License Information](#)



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
5301 N FEDERAL HWY STE 335  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	COASTAL PROTECTION ENGINEERING LLC	33370	B25.679840 09/04/2025	\$33.00	B40157677

This document is valid only when receipted by the Tax Collector's Office.



COASTAL PROTECTION ENGINEERING LLC  
COASTAL PROTECTION ENGINEERING LLC  
5301 N FEDERAL HWY  
BOCA RATON FL 33487

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2020124397**  
**EXPIRES: 09/30/2026**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
5301 N FEDERAL HWY STE 335  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	PIERRO THOMAS P	64683	B25.679841 09/04/2025	\$33.00	B40157675

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COASTAL PROTECTION ENGINEERING LLC  
COASTAL PROTECTION ENGINEERING LLC  
5301 N FEDERAL HWY  
BOCA RATON FL 33487

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2020124400**  
**EXPIRES: 09/30/2026**

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www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
5301 N FEDERAL HWY STE 335  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	CAMPBELL THOMAS JOHN	19998	B25.679842 09/04/2025	\$33.00	B40157670

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COASTAL PROTECTION ENGINEERING LLC  
COASTAL PROTECTION ENGINEERING LLC  
5301 N FEDERAL HWY  
BOCA RATON FL 33487

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2020124406**  
**EXPIRES: 09/30/2026**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
5301 N FEDERAL HWY STE 335  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	PFEIFFER MICHELLE REES	PE76209	B25.679843 09/04/2025	\$33.00	B40157669

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2-966

COASTAL PROTECTION ENGINEERING LLC  
COASTAL PROTECTION ENGINEERING LLC  
5301 N FEDERAL HWY STE 335  
BOCA RATON FL 33487-4909

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2020124407**  
**EXPIRES: 09/30/2026**

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**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
5301 N FEDERAL HWY STE 335  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	NESTLER DYLAN	85300	B25.679926 09/04/2025	\$33.00	B40172559

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COASTAL PROTECTION ENGINEERING LLC  
COASTAL PROTECTION ENGINEERING LLC  
5301 N FEDERAL HWY  
BOCA RATON FL 33487

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2022150441**  
**EXPIRES: 09/30/2026**

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
5301 N FEDERAL HWY STE 335  
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	RYAN CHELSEA ROSE	PE98991	B25.680045 09/04/2025	\$33.00	B40189234

This document is valid only when receipted by the Tax Collector's Office.



7-1169

COASTAL PROTECTION ENGINEERING LLC  
CHELSEA RYAN  
5301 N FEDERAL HWY STE 335  
BOCA RATON FL 33487-4909



**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2025171401**  
**EXPIRES: 09/30/2026**

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/17/2025

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>2502 N Rocky Point Drive</b> <b>Suite 400</b> <b>Tampa, FL 33607</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> <b>ADDRESS: TeamAECertificate@USI.com</b>		<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Evanston Insurance Company</b>		<b>35378</b>
		<b>INSURER B : Travelers Casualty and Surety Company</b>		<b>19038</b>
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MKLV2ENV105201	10/16/2025	10/16/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV2ENV105201	10/16/2025	10/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB1W8270542547G Includes USL&H	11/11/2025	11/11/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Professional Liability</b>			MKLV2ENV105201	10/16/2025	10/16/2026	\$1,000,000 per claim \$2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

Certificate Holder Continues: c/o Dept. of Environmental Resources Management.

The general Liability and automobile liability policy includes an automatic additional insured endorsement that provides additional insured status to Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents only when there is a written (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

**Palm Beach County Board of County Commissioners**  
**2300 North Jog Road, 4th Floor**  
**West Palm Beach, FL 33411-2743**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Amel G. Sinopoli*

## DESCRIPTIONS (Continued from Page 1)

contract that requires such status and only with regard to work performed on behalf of the named insured. including completed and ongoing operations on per project basis, coverage is primary and non contributory. including completed and ongoing operations on , coverage is primary and non contributory. Waiver of subrogation in favor of the additional insured applies to all policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above. Professional liability retro date is 08/16/2019. The General Liability includes Hired/Non Owned Watercraft Liability.



**LETTER OF INTENT  
OEBO SCHEDULE 2 AND CERTIFICATES (12 Pages)**

**EXHIBIT F**

## 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.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering LLC

Subcontractor: N/A

**(Check box(s) that apply)**

☒ SBE   ☐ Non-SBE   ☐ Supplier

Date of Palm Beach County Certification (if applicable): 11/6/23 - 11/5/26

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Coastal and Marine Engineering Services				60%

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: 60%

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Coastal Protection Engineering LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Thomas Pierro

Print Name

Principal Engineer / AMBR

Title

Date: November 21, 2025

N/A

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Print Name

Title

Date: \_\_\_\_\_

**Palm Beach County  
Office of Equal Business Opportunity**

**Certifies That**

**COASTAL PROTECTION ENGINEERING, LLC.**

**Vendor # VS0000014339**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2-80.30 of  
the Palm Beach County Code for a three year period from  
November 06, 2023 to November 05, 2026*

The following services and/or products are covered under this certification:

**Environmental Impact Studies; Geographic Information Systems (GIS); Hydrological and  
Oceanography Services; Ocean Engineering Services**

  
Allen Gray, Manager  
11/06/2023



**Palm Beach County Board of County Commissioners**

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

**County Administrator**  
Verdenia C. Baker

# 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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering, LLC

Subcontractor: DB Ecological Services, Inc.

**(Check box(s) that apply)**

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 4/20/24 - 4/19/27

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Sea Turtle Monitoring				7.5%

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: 7.5%

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Coastal Protection Engineering, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Thomas Pierro

Print Name

Principal Engineer / AMBR

Title

Date: 11/14/2025

DB Ecological Services, Inc.

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Christine Perretta

Print Name

President

Title

Date: 11/14/25



# **Palm Beach County Office of Equal Business Opportunity**

**Certifies That**

**D B ECOLOGICAL SERVICES, IN.**

**Vendor # DBEC0001**

*is a Small/Women Business Enterprise (S/WBE) as prescribed by section 2-80.21 - 2.80.30 of  
the Palm Beach County Code for a three year period from  
April 20, 2024 to April 19, 2027*

The following services and/or products are covered under this certification:

**Environmental Consulting; Permitting Services, Environmental; Wetland Delineations Including  
Assessments**

  
Allen Gray, Manager  
03/19/2024



**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

## 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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering, LLC

Subcontractor: Terraquatic, Inc.

**(Check box(s) that apply)**

☒ SBE   ☐ Non-SBE   ☐ Supplier

Date of Palm Beach County Certification (if applicable): 7/20/23 - 7/19/26

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Surveying and Mapping				7.5%

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: 7.5%

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Coastal Protection Engineering, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Thomas Pierro

Print Name

Principal Engineer / AMBR

Title

Date: 11/14/2025

Terraquatic, Inc.

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Joshua Lee, PSM

Print Name

Terraquatic, Inc.

Title

Date: November 13, 2025



# **Palm Beach County Office of Equal Business Opportunity**

**Certifies That  
Terraquatic, Inc.  
Vendor # VS00000003798**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of  
the Palm Beach County Code for a three year period from  
July 20, 2023 to July 19, 2026*

The following services and/or products are covered under this certification:

**Aerial Surveys and Mapping Services; Mapping and Geographical Information Systems (GIS) Services, Including Cartography and Surveying Services, Not Aerial; Mapping Services, Digitized, Cartography; Marine Survey Services: Sonar Radar, Location/Recovery of Sunken Objects, etc.; Surveyor Services, Land**

  
Allen Gray, Manager

07/20/2023



**Palm Beach County Board of County Commissioners**

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

**County Administrator**  
Verdenia C. Baker

## 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.** All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering, LLC Subcontractor: Engenuity Group, Inc.

**(Check box(s) that apply)**

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 1/5/25 - 1/4/28

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Stormwater Engineering				2%

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: 2%

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Coastal Protection Engineering, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Thomas Pierro

Print Name

Principal Engineer / AMBR

Title

Date: 11/14/2025

Engenuity Group, Inc.

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Adam C. Swaney, PE

Print Name

Vice President

Title

Date: 11/13/2025



# **Palm Beach County Office of Equal Business Opportunity**

Certifies That

**Engenuity Group, Inc.**

**Vendor # VC0000106440**

is a *Small Business Enterprise (SBE)* as prescribed by section 2-80.21 - 2.80.30 of  
the *Palm Beach County Code* for a three year period from  
**January 05, 2025 to January 04, 2028**

The following services and/or products are covered under this certification:

Civil Engineering; Highways; Streets; Airport Pay-Parking Lots - Engineering; Mapping &  
Geographical Information Systems (GIS) Services; Sanitary Engineering; Surveyor  
Services, Land; Water Supply, Treatment, and Distribution/Engineering;

  
Allen Gray, Manager  
12/17/2024



Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor  
Sara Baxter, Vice Mayor  
Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator  
Verdenia C. Baker

## 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.** All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering, LLC Subcontractor: CSA Ocean Sciences, Inc.

**(Check box(s) that apply)**

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): n/a

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Biological Monitoring				7%

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%

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

\_\_\_\_\_  
Price or Percentage:

Coastal Protection Engineering, LLC

Print Name of Prime

By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Thomas Pierro

Print Name

Principal Engineer / AMBR

Title

Date: 11/14/2025

CSA Ocean Sciences, Inc.

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Frederick B. Ayer, II

Print Name

Executive Vice President

Title

Date: 13 November 2025

## OEBO LETTER OF INTENT – SCHEDULE 2\*

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SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering, LLC Subcontractor: Amdrill, Inc.

**(Check box(s) that apply)**

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): n/a

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Geotechnical Services				6%

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: 6%

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Coastal Protection Engineering, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Thomas Pierro

Print Name

Principal Engineer / AMBR

Title

Date: 11/14/2025

Amdrill, Inc.

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Jeff Clarkson

Print Name

Vice President

Title

Date: 11/13/2025

## OEBO LETTER OF INTENT – SCHEDULE 2\*

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SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering, LLC Subcontractor: Athena Technologies, Inc.

**(Check box(s) that apply)**

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): n/a

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Vibracoring Services				5%

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: 5%

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Coastal Protection Engineering, LLC

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Thomas Pierro

Print Name

Principal Engineer

Title

Date: 11/14/2025

Athena Technologies, Inc.

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

J. Adam Freeze

Print Name

Vice President / Geologist

Title

Date: November 14, 2025



# 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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: ERM-CCNA-2025

SOLICITATION/PROJECT NAME: Coastal & Marine Engineering Annual Services

Prime Contractor: Coastal Protection Engineering, LLC

Subcontractor: Sonographics, Inc.

**(Check box(s) that apply)**

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): n/a

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Geophysical Surveys and Data Processing				5%

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: 5%

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage:

Coastal Protection Engineering, LLC

Print Name of Prime

By:

Authorized Signature

Thomas Pierro

Print Name

Principal Engineer / AMBR

Title

Date: 11/14/2025

Sonographics, Inc.

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Laura Gilbert

Print Name

Sec/Treasurer

Title

Date: 11/14/2025

**OEBO SCHEDULE 3a  
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: \_\_\_\_\_

Contract Name: Coastal and Marine Engineering Services on a Consultant Services Authorization Basis

Project No.: ERM-CCNA-2025

BCC Resolution No.: \_\_\_\_\_

CSA Project Name: \_\_\_\_\_

Consultant Services Authorization No.: \_\_\_\_\_

Original CSA Amount: \$ \_\_\_\_\_ Amended CSA Amount: \$ \_\_\_\_\_

CSA BCC Resolution No. (if applicable): \_\_\_\_\_ CSA Invoice No.: \_\_\_\_\_

Prime Consultant: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total Percentage of work performed to date by Prime: \_\_\_\_\_

**SUB-CONSULTANTS**

1. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
2. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
3. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
4. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
5. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION\*

Exhibit H

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

Project Name \_\_\_\_\_ Project No. \_\_\_\_\_

Dept. \_\_\_\_\_ Task/Work/Delivery/Purchase Order No. \_\_\_\_\_

Prime Contractor \_\_\_\_\_ Vendor Code \_\_\_\_\_

Invoice No. (Paid by County) \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_

Subcontractor \_\_\_\_\_ Vendor Code \_\_\_\_\_

Payment \$ \_\_\_\_\_ Subcontractor Invoice No. \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_ (Final ☐)

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant)

\_\_\_\_\_  
(Name & Title of Person executing on behalf of Subcontractor/  
subconsultant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐ Type of Identification \_\_\_\_\_


CONTRACT EXHIBIT I

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Coastal Protection Engineering LLC  
(CONSULTANT) and attest that CONSULTANT does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

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

  
(signature of officer or representative)


Lindino Benedet / Principal  
(printed name and title of officer or representative)

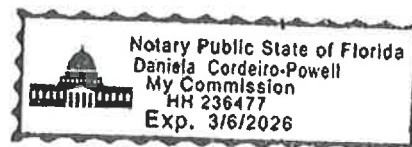
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization  
this, 13th day of November, 2025, by Lindino Benedet.

Personally known ☒ OR produced identification ☐.

Type of identification produced \_\_\_\_\_

  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)



**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs)  
FOR PROFESSIONAL SERVICES CONTRACTS**

The API(s) approved for this project are shown below. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance.

The Office of Equal Business Opportunity website at

<https://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>

and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. See the EBO Ordinance and Countywide PPM CW-O-043 for further information on API's.

**SBE Subcontracting Goals for Professional Services** (EBO Ordinance Section 2-80.27(3)(e))

A **15% SBE subcontracting** participation goal is established for this Contract.

The CONSULTANT has agreed to provide **77% SBE Participation**.

A minimum mandatory goal of 15% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

**SBE Evaluation Preference for SBE participation** (EBO Ordinance Section 2-80.27(3)(d))

**15 Points** (0 to 15%) total evaluation points shall be awarded based on the level of SBE % participation committed to on the prime respondent/bidder's team.

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to professional services solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.

## DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day appeared  
Susan Davis, by means of X physical presence  
OR \_\_\_\_\_ online notarization hereinafter referred to as "Affiant," who being by me first  
duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:  
[ ] an individual **or**  
[X] the Vice President of Risk Management of Foth Infrastructure & Environment, LLC.  
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].  
The Affiant or the entity the Affiant represents herein seeks to do business with  
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 2121 Innovation Court, De Pere, WI 54115

3. Attached hereto as Exhibit "A" is a complete listing of the names and  
addresses of every person or entity having a five percent (5%) or greater interest in the  
Affiant's corporation, partnership, or other principal. Disclosure does not apply to  
nonprofit corporations, government agencies, or to an individual's or entity's interest in  
any entity registered with the Federal Securities Exchange Commission or registered  
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general  
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach  
County policy, and will be relied upon by Palm Beach County and the Board of County  
Commissioners. Affiant further acknowledges that he or she is authorized to execute  
this document on behalf of the entity identified in paragraph one, if any.

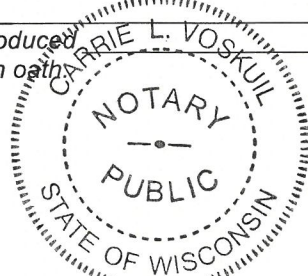
5. Affiant further states that Affiant is familiar with the nature of an oath and  
with the penalties provided by the laws of the State of Florida for falsely swearing to  
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this  
Affidavit and to the best of Affiant's knowledge and belief it is true, correct and  
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Susan Davis, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X physical  
presence OR \_\_\_\_\_ online notarization this 7 day of January, 20 26, by  
\_\_\_\_\_, [X] who is personally known to me or [ ] who  
has produced \_\_\_\_\_ as identification and who did  
take an oath.



Carrie L. Voskuil  
Notary Public  
Carrie L. Voskuil  
(Print Notary Name)  
State of Wisconsin at Large  
My Commission Expires: 12/17/2028

## EXHIBIT "A"

## DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name \_\_\_\_\_

### Address

The Foth Companies, LLC.

2121 innovation Court, De Pere, WI 54115

Foth Infrastructure & Environment, LLC. is a wholly owned subsidiary of the The Foth Companies, LLC. (formerly, Foth & Van Dyke LLC.)

The Foth Companies, LLC. is member owned with only one individual, Randall J. Homel, owning 5% or more  
ownership interest.

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.



## DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day appeared Jeff Andrews, by means of X physical presence OR \_\_\_\_\_ online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or  
☒ the Vice President of Aptim Environmental & Infrastructure, LLC.  
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].  
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 6401 Congress Ave, Ste 140, Boca Raton FL 33487

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Jeffrey Andrews, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X physical presence OR \_\_\_\_\_ online notarization this 8 day of January, 2026, by Jeffrey Andrews, ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification and who did take an oath.



Tracie H. McCauley  
Notary Public  
Tracie H. m. Cauley  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: 8/19/2026

## EXHIBIT "A"

### DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

#### Name

#### Address

Parent:

Aptim Government Solutions, LLC      1200 Brickyard Ln, Ste 202, Baton Rouge, LA 70802

(100% ownership of Aptim Environmental & Infrastructure, LLC)

Ultimate Parent:

Aptim Corp.      1200 Brickyard Ln, Ste 202, Baton Rouge, LA 70802

(100% ownership of Aptim Government Solutions, LLC)

Aptim Environmental & Infrastructure, LLC is wholly owned by its sole Member, Aptim Government Solutions, LLC. Aptim Government Solutions, LLC designated Aptim Environmental & Infrastructure, LLC's Officers to act in the name of its sole Member, according to its Operating Agreement.

Aptim Government Solutions, LLC is wholly owned by its sole Member, Aptim Corp. Aptim Corp.'s Board of Directors are responsible for the control and management of the Corporation, according to its Bylaws.

No individuals own any interest in Aptim Environmental & Infrastructure, LLC, Aptim Government Solutions, LLC (Parent Company), or Aptim Corp. (Ultimate Parent)."

## DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared  
Lindino Benedet, by means of X physical presence  
OR \_\_\_\_\_ online notarization hereinafter referred to as "Affiant," who being by me first  
duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[ ] an individual or

[X] the Principal, Managing Member of Coastal Protection Engineering LLC.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].

The Affiant or the entity the Affiant represents herein seeks to do business with  
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 5301 N Federal Hwy, STE 335, Boca Raton, FL, 33487

3. Attached hereto as Exhibit "A" is a complete listing of the names and  
addresses of every person or entity having a five percent (5%) or greater interest in the  
Affiant's corporation, partnership, or other principal. Disclosure does not apply to  
nonprofit corporations, government agencies, or to an individual's or entity's interest in  
any entity registered with the Federal Securities Exchange Commission or registered  
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general  
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach  
County policy, and will be relied upon by Palm Beach County and the Board of County  
Commissioners. Affiant further acknowledges that he or she is authorized to execute  
this document on behalf of the entity identified in paragraph one, if any.

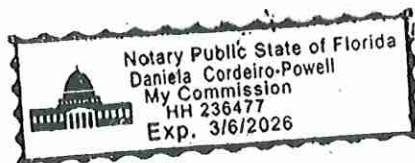
5. Affiant further states that Affiant is familiar with the nature of an oath and  
with the penalties provided by the laws of the State of Florida for falsely swearing to  
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this  
Affidavit and to the best of Affiant's knowledge and belief it is true, correct and  
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Lindino Benedet  
Lindino Benedet, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of ✓ physical  
presence OR \_\_\_\_\_ online notarization this 5th day of January, 2026, by  
Lindino Benedet, [✓] who is personally known to me or [ ] who  
has produced \_\_\_\_\_ as identification and who did  
take an oath.



DANIELA CORDEIRO-POWELL  
Notary Public  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: 03/06/2026

## EXHIBIT "A"

## DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

**Address**

Lindino Benedet

285 NW 69th St, Boca Raton, FL, 33487

Thomas Pierro

300 NE 23rd Way, Boca Raton, FL, 33431

Thomas Campbell

1063 Hillsboro Mile Apt 409, Hillsboro Beach, FL 33062

Kenneth T. Willson

309 Lansdowne Road, Wilmington, NC, 28409

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.