

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND CUMMINS CEDERBERG, INC. FOR
COASTAL AND MARINE ENGINEERING
PROFESSIONAL CONTINUING SERVICES CONTRACT
PROJECT # ERM-CCNA-2025**

This Contract is made as of April 14, 2020, 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 Cummins Cederberg, Inc., 201 Alhambra Circle, Suite 601, Coral Gables, FL 33134, an engineering firm, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. Number is 27-2129033.

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 15th 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, 4th 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:

Jannek Cederberg, P.E., President
Cummins Cederberg, Inc.
201 Alhambra Circle, Suite 601
Coral Gables, FL 33134

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

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 of the Circuit Court
and Comptroller

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

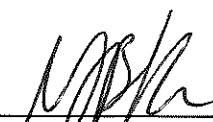
By: _____
Deputy Clerk

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:

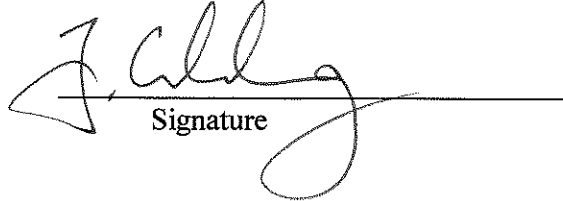
WITNESS:



Signature

Monica Nuevo
Name (type or print)

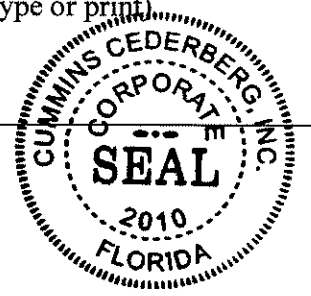
Cummins Cederberg, Inc.
Company Name



Signature

Jannek Cederberg, P.E.
Name (type or print)

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.

Exhibit B - Fee Schedule

Rates OK ^{11/6} 20/6

Position Title	Average Hourly Base Labor Rate	Billable Base Rate (3.0 multiplier)
Principal	\$86.54	\$260.00
Senior Director	\$86.54	\$260.00
Project Director	\$76.92	\$231.00
Senior Project Manager	\$62.98	\$189.00
Project Manager	\$56.97	\$171.00
Senior Scientist	\$47.12	\$141.00
Project Scientist	\$39.90	\$120.00
Associate Scientist II	\$30.05	\$90.00
Associate Scientist I	\$28.00	\$84.00
Chief Engineer	\$69.71	\$209.00
Senior Engineer	\$55.77	\$167.00
Project Engineer	\$57.45	\$172.00
Associate Engineer II	\$40.63	\$122.00
Senior Designer	\$41.35	\$124.00
Designer	\$36.54	\$110.00
Senior GIS Analyst	\$41.83	\$125.00
GIS Specialist	\$36.06	\$108.00
Technician	\$23.00	\$69.00
Administrative Assistant	\$18.03	\$54.00

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

**CONSULTANT TEAM
(OEBO SCHEDULE 1), LICENSES AND INSURANCE (4 pages)**

OSBD 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: Cummins Cederberg, Inc.

ADDRESS: 140 Intracoastal Pointe Dr., Ste. 208, Jupiter, FL 33477

CONTACT PERSON: Jannek Cederberg, PE

PHONE NO.: 561-210-9330

E-MAIL: jcederberg@cumminscederberg.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 69%

OSBD Prime's total or SBE then 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:

34

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. Tierra South Florida, Inc. (TSFGeo)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>8%</u>
2. Chen Moore and Associates, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10%</u>
3. DB Ecological Services, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>5%</u>
4. Terraquatic, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>8%</u>
5.	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>

(Please use additional sheets if necessary)

Total 31%

Total Bid/Offer Price \$ n/a

Total Certified SBE Participation \$ 82%

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

Jannek Cederberg
Signature

President
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 OSBD 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.



ONLINE SERVICES

- [Apply for a License](#)
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- [Unlicensed Activity Search](#)
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LICENSEE SEARCH OPTIONS

2:17:53 PM 11/18/2025

Data Contained in Search Results Is Current As Of 11/18/2025 02:15 PM.

Search Results - 1 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results. For additional information, including any complaints or discipline, click on the name.

35

License Type	Name	Name Type	License Number/Rank	Status/Expires
Engineering Business Registry	CUMMINS CEDERBERG, INC.	Primary	29062 Registry	Current

Main Address*: 201 ALHAMBRA CIRCLE CORAL GABLES, FL 33134

[Back](#) [New Search](#)

* denotes

Main Address - This address is the Primary Address on file.

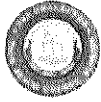
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The 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(f), 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.



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****
 140 INTRACOASTAL POINTE DR STE 208
 JUPITER, FL 33477

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	CUMMINS CEDERBERG INC	29062	B25.634963 07/16/2025	\$33.00	B40147875

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



4
7-816

CUMMINS CEDERBERG INC
 CUMMINS CEDERBERG INC
 140 INTRACOASTAL POINTE DR STE 208
 JUPITER FL 33477-5064



STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017099823
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****
 140 INTRACOASTAL POINTE DR STE 208
 JUPITER, FL 33477

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER	CEDERBERG JANNEK	69839	B25.631654 07/17/2025	\$33.00	B40147874

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



15
7-2879

CUMMINS CEDERBERG INC
 CUMMINS CEDERBERG INC
 140 INTRACOASTAL POINTE DR STE 208
 JUPITER FL 33477-5064



STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017099825
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.

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

EXHIBIT F

OSBD 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: Cummins Cederberg, Inc. Subcontractor: N/A

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 9/26/22-9/25/25

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
	Coastal & Marine Engineering Services				69%

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: 69%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Cummins Cederberg, Inc.

N/A

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: 

By: _____

Authorized Signature

Authorized Signature

Jannek Cederberg

Print Name

Print Name

President

Title

Title

Date: 12/09/2025

Date: _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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

Certifies That

Cummins Cederberg Inc.

Vendor # VS000007139

*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
September 26, 2022 to September 25, 2025*

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

**Civil Engineering; Ecological Services; Engineering Services (Not Otherwise Classified); Environmental
Consulting; Erosion Control Services; Hydrological and Oceanography Services; Marine Survey
Services: Sonar Radar, Location/Recovery of Sunken Objects, etc.;
Scientific/Technical Consulting**


Allen Gray, Manager
08/25/2022



Palm Beach County Board of County Commissioners

Robert S. Weinzroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Marie Sachs
Melissa McKinley
Mack Bernard

County Administrator
Verdonia C. Baker

OSBD LETTER OF INTENT – SCHEDULE 2nd

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: Cummins Cederberg, Inc. Subcontractor: Tierra South Florida, 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
	Geotechnical Engineering Services				8%

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: 8%

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

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

Cummins Cederberg, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Jannek Cederberg
 Print Name
President
 Title
 Date: 12/09/2025

Tierra South Florida, Inc.
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Raj Krishnasamy, P.E.
 Print Name
President
 Title
 Date: December 9, 2025

OSBD 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: Cummins Cederberg, Inc. Subcontractor: Chen Moore & Associates, 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
	Civil and Stormwater Engineering Services				10%

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: 10%

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

Name of 2nd/3rd tier Subcontractor/subconsultant _____

Price or Percentage: _____

Cummins Cederberg, Inc.

Print Name of Prime

By: _____

[Signature]
Authorized Signature

Jannek Cederberg

Print Name

President

Title

Date: 12/09/2025

Chen Moore & Associates, Inc.

Print Name of Subcontractor/subconsultant

By: _____

Jason McClair

Digitally signed by Jason McClair
DN: cn=US, email=jmccclair@chenmoore.com, o=Chen
Moore & Associates, cn=Jason McClair
Date: 2025.12.09 14:48:11-0500

Authorized Signature

Jason McClair

Print Name

Vice President

Title

Date: 12/09/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD 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: Cummins Cederberg, Inc. 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

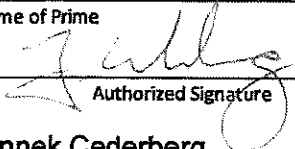
SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the 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
	Sea Turtle Monitoring				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 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

Cummins Cederberg, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Jannek Cederberg
 Print Name
President
 Title
 Date: 12/09/2025

DB Ecological Services, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Christine Perretta
 Print Name
President
 Title
 Date: 12/9/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

**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
Marti Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

OSBD 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: Cummins Cederberg, Inc. 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

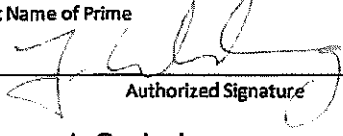
SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the 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.

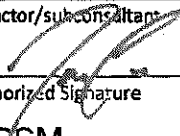
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Surveying and Mapping				8%

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: 8%

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

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

Cummins Cederberg, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Jannek Cederberg
 Print Name
President
 Title
 Date: 12/09/2025

Terraquatic, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Joshua Lee, RSM
 Print Name
President
 Title
 Date: December 9, 2025

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025
 45

**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

46

OSBD 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 2nd/3rd 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

Personally Known OR Produced Identification Type of Identification _____
Print, Type or Stamp Commissioned Name of Notary

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.

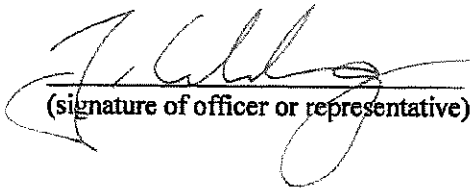
CONTRACT EXHIBIT I

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 Cummins Cederberg, Inc.
(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)


Jannek Cederberg, President
(printed name and title of officer or representative)

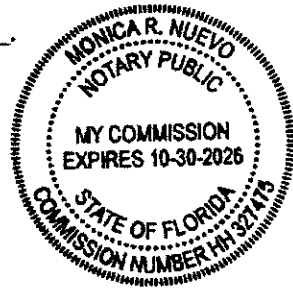
State of Florida, County of Miami-Dade

Sworn to and subscribed before me by means of physical presence or online notarization
this, 06 day of November 2025, by Jannek Cederberg.

Personally known OR produced identification .

Type of identification produced _____


NOTARY PUBLIC Monica R. Nuevo
My Commission Expires: 10/30/2026
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 **82% 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.

2

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 Jannek Cederberg, by means of 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 President of Cummins Cederberg Inc.
[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: 201 Alhambra Circle, Suite 601, Coral Gables, Florida 33134

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.

[Signature]
Jannek Cederberg, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization this 5 day of January, 2026, by Jannek Cederberg, who is personally known to me or who has produced _____ as identification and who did take an oath.

[Signature]
Notary Public
Monica R. Nuevo
(Print Notary Name)
State of Florida at Large
My Commission Expires: 10/30/2026

