

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 5, 2026 (X) Consent () Regular
() Workshop () Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization No. 0156-04 (CSA) to Contract (R2026-0156) (Contract) approved on February 3, 2026 with Foth Infrastructure & Environment, LLC (Foth) in the amount of \$407,794 to provide professional engineering services for the FY2027 renourishment of the North County Comprehensive Shore Protection Project (NCCSPP) Segments II (South Jupiter) & III (Juno Beach) (Project).

Summary: The Board of County Commissioners (BCC) approved the Contract with Foth, a Jacksonville company, on February 3, 2026. The CSA authorizes Foth to provide design, contracting support, and construction oversight services for the Project. Costs will be funded by the Beach Improvement Fund and a Federal Emergency Management Agency (FEMA) grant associated with restoration of damages sustained during the passage of Hurricane Nicole in 2022. This Contract was presented to the Goal Setting Committee (GSC) on March 19, 2025, and the GSC established an Affirmative Procurement Initiative (API) of 15% mandatory Small Business Enterprise (SBE) subcontracting goal and an SBE evaluation preference for Prime Bidders. Foth committed to 48% SBE participation. The proposed SBE participation for this CSA is 8.19%. To date, the overall participation achieved on this Contract is 30.6%. **The cost to the County is \$407,794. District 1 (YBH)**

Background and Justification: The Project was initially constructed in 2000 and renourished in 2010 under its previous name, the Juno Beach Shore Protection Project and most recently renourished in 2021 as NCCSPP Segment III. This will be the first beach nourishment for NCCSPP Segment II. The FY2027 renourishment is planned for Winter 2026/2027 and will repair erosion resulting from the passage of Hurricane Nicole. The CSA will assist with creation of construction plans, technical specifications, bid documents, evaluation of bids, construction compliance with the contract, and permit required physical monitoring and reporting.

Attachment:

- 1. CSA No. 0156-04 with Exhibits A – C

Deborah Drum

Digitally signed by Deborah Drum
DN: c=org, DC=pbegov, OU=Enterprise, OU=ERM, OU=Deborah Drum, E=DDrum@pbc.gov
Reason: I am approving this document
Date: 2026.03.26 14:32:01-04'00'
Foxit PDF Editor Version: 12.1.0

Recommended by: *MDM*

3-26-2026

ybh

Department Director

Date

Approved by:

Deputy County Administrator

4/9/26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	<u>\$407,794</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$407,794</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes <u>X</u>	No _____	
Does this item include the use of federal funds?			Yes _____	No <u>X</u>	
Does this item include the use of state funds?			Yes _____	No <u>X</u>	

Budget Account No.:

Fund 3652 Department 381 Unit M028 Object 3120 Program S032 Task S032
 Sub Task CJUB Task Order 014
 Fund 3652 Department 381 Unit M053 Object 3120 Program S032 Task S032
 Sub Task CJUB Task Order 008

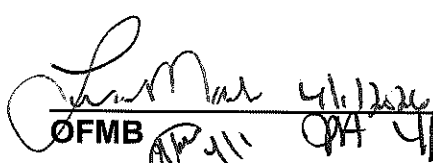
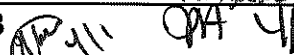
B. Recommended Sources of Funds/Summary of Fiscal Impact:

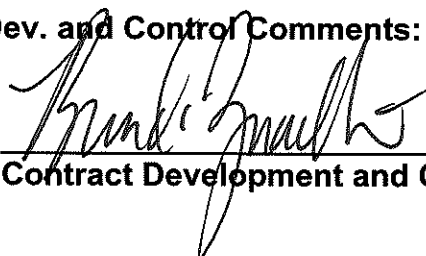
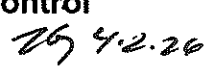
NCCSPP Juno Beach (M028) \$265,066.10
 NCCSPP South Jupiter (M053) \$142,727.90
 \$407,794.00

C. Department Fiscal Review: 

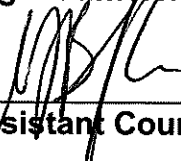
III. REVIEW COMMENTS

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

 4/1/20
 OFMB  4/1/20

 4/2/20
 Contract Development and Control  4.2.20

B. Legal Sufficiency:

 4/3/20
 Assistant County Attorney

C. Other Department Review:

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONSULTANT SERVICES AUTHORIZATION

***Coastal and Marine Engineering Professional Continuing Services Contract
Project No.: ERM-CCNA-2025***

CSA #: 0156-04

CONSULTANT: Foth Infrastructure & Environment, LLC

ACCOUNT: 3652-381-M053-3120-S032-CJUB-008 (\$142,727.90)
3652-381-M028-3120-S032-CJUB-014 (\$265,066.10)

CONTRACT #: R2026-0156

[Fiscal approval of Budget Availability: Deepika 3/18/26]
Deepika Dias

PROJECT NAME: NCCSPP Segments II and III Renourishment

LOCATION/DISTRICT #: Jupiter and Juno Beach / District 1

PROJECT MANAGER: Hailey Wilson PHONE: 561-233-2465

CONTRACT MANAGER: Juan Cueto PHONE: 561-233-2431

TASK DESCRIPTION (use additional pages if necessary): The Consultant shall provide professional services in support of the renourishment project, as described in the attached Foth proposal dated March 17, 2026 (Exhibit B). OSBD Schedules 1 and 2 (Exhibit A) and the Contract History (Exhibit C) are attached hereto and made part of this CSA.

DELIVERABLES: See attached Foth proposal dated March 17, 2026 (Exhibit B).

CSA TYPE: FIXED PRICE

DUE DATE: September 30, 2027

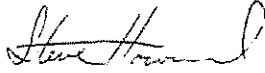
TOTAL AMOUNT: \$407,794.00

SBE PARTICIPATION FOR THIS CSA: \$33,400.00 (8.2%)

SBE PARTICIPATION TO DATE FOR THIS CONTRACT: \$225,642.00 (30.6%)

CONTRACT SBE COMMITMENT: 48%

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)



Digitally signed by
Steven C Howard
Date: 2026.03.18
12:36:25-04'00'

CONSULTANT REP: _____ DATE: 3/18/26
Steven C. Howard, Lead Coastal Engineer

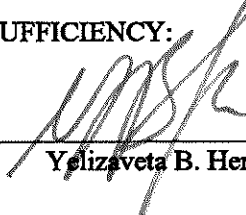
APPROVED AS TO TERMS AND CONDITIONS:

Deborah Drum

Digitally signed by Deborah Drum
DN: c=org, DC=pbcgov, OU=Enterprise, OU=ERM, OU=Users, CN=Deborah
Drum, E=DDrum@pbc.gov
Date: 2026.03.26 16:28:30-04'00'
Post-PDF Editor Version: 12.1.0

ERM DIRECTOR: _____ DATE: 3-26-2026
Deborah Drum

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



ASSISTANT COUNTY ATTORNEY: _____ DATE: 4/3/26
Yelizaveta B. Herman

ATTEST:

MICHAEL A. CARUSO

CLERK & COMPTROLLER: _____ DATE: _____
Deputy Clerk

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

By: _____ DATE: _____
Sara Baxter, Mayor

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: NCCSPP Segments II and III Renourishment

SOLICITATION/PROJECT/BID NO.: CSA No. 0156-04

SOLICITATION OPENING/SUBMITTAL DATE: n/a

COUNTY DEPARTMENT: Environmental Resources Management

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

NAME OF PRIME RESPONDENT/BIDDER: Foth Infrastructure & Environment, LLC ADDRESS: 2618 Herschel Street, Jacksonville, FL 32204

CONTACT PERSON: Steve Howard, P.E. PHONE NO.: 904-387-6114 E-MAIL: Steve.Howard@foth.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$374,394.00

Non-SBE SBE

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

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

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. Terraquatic, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$33,400.00
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 407,794.00

Total 0

Digitally signed by Steven C Howard
Date: 2026.03.18 12:35:57-04'00'

Total Certified SBE Participation \$ \$33,400.00

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

Name & Authorized Signature

Lead Coastal Engineer
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.

Exhibit A
(p. 1 of 2)

OSBD LETTER OF INTENT – SCHEDULE 2*

Exhibit A
(p. 2 of 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: CSA No. 0156-04

SOLICITATION/PROJECT NAME: NCCSPP Segments II and III Renourishment

Prime Contractor: Foth Infrastructure & Environment, LLC Subcontractor: Terraquatic, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Professional Surveying Services				\$33,400.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$33,400.00

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

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

Foth Infrastructure & Environment, LLC

Print Name: _____
 By: Steven Howard
 Digitally signed by Steven C Howard
 Date: 2026.03.18 13:05:59 -04'00'

Authorized Signature
Steven Howard

Print Name
Lead Coastal Engineer

Title

Date: 3/18/26

Terraquatic, Inc.

Print Name of Subcontractor/subconsultant: _____
 By: Joshua Lee
 Authorized Signature

Print Name
Joshua Lee PSM

Print Name
President

Title

Date: March 18, 2026

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



2618 Herschel Street
Jacksonville, FL 32204
(904) 387-6114
foth.com

March 17, 2026

Hailey Wilson, Environmental Analyst
Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2465

Re: Annual Coastal Engineering Contract
Consultant Service Authorization (CSA) 0156-04 Proposal
North County Comprehensive Shore Protection Project
Segments II and III Renourishment; Palm Beach County, Florida

Dear Ms. Wilson,

Attached please find supporting documentation for proposed Consultant Services Authorization (CSA) 0156-04 for our existing contract with Palm Beach County.

Palm Beach County Department of Environmental Resources Management (County) has requested Foth Infrastructure & Environment, LLC (Foth/Consultant), to provide a proposal for (1) pre-construction services, (2) construction oversight services, and (3) miscellaneous additional services as they relate to the planned construction of the North County Comprehensive Shore Protection Project, Segments II and III. Designated surveying work will be conducted by Foth's sub-consultant Terraquatic, Inc. Foth's role in this task order is described in detail in the attached Attachment A - Scope of Work. A detailed summary of total proposed costs and Terraquatic's statement of work and cost proposal are attached to this letter.

Costs by task are detailed in the attached tables, included in Attachment B – Cost Details. The total proposed lump sum cost for all tasks is \$407,794.00. Of this amount, \$33,400.00 or 8% is allocated to Terraquatic, Inc., a SBE certified firm.

Sincerely,

Foth Infrastructure & Environment, LLC

Chris Creed, P.E.
Senior Client Team Leader
Licensed in FL

Steve Howard, P.E.
Lead Coastal Engineer
Licensed in FL

cc: Jessica Heath (Foth)
Ben Gross (Foth)

Enclosure(s)

Attachment A Scope of Work
Attachment B Cost Details
Terraquatic, Inc. Proposal

**ATTACHMENT A
SCOPE OF WORK**

**Coastal Engineering Consulting Services for the
North County Comprehensive Shore Protection Project (NCCSPP), Palm Beach County, FL
Segments II and III Renourishment
(CSA 0156-04)**

Scope Prepared by:
Foth Infrastructure & Environment, LLC (Foth)
2618 Herschel St.
Jacksonville, FL 32204
(904) 387-6114

Overview & Purpose

This Scope of Work provides for the Professional Coastal Engineering Consulting Services for the probable 2026 construction of the North County Comprehensive Shore Protection Project (NCCSPP) – Segments II (i.e., South Jupiter) and III (i.e., Juno Beach). Segment II extends approximately 1.46 miles between control monuments R19 and R26, and Segment III extends approximately 2.41 miles between control monuments R26 and R38. In general, these services include (1) pre-construction services, (2) construction services, and (3) miscellaneous additional services. Foth Infrastructure & Environment, LLC (Foth), the project designer, permit agent, and Engineer-of-Record, shall act as Engineering Consultant (Consultant) during the period of work provided for in this Task Order.

TASK 1.0: PRE-CONSTRUCTION SERVICES

Task 1.1: Final Design, Bid/Contract Documents

The Consultant shall (1) develop final project design dimensions, (2) formulate bid/contract documents, and (3) assist the County with project bidding and contractor selection required for the construction of the 2026 NCCSPP Segments II and III project. It is assumed that the project sand will be sourced from a borrow area located offshore of Jupiter Inlet (FDEP P/N 0303863-006-JM).

As you are aware, Foth served as the project engineer for the previous construction projects in Segments I and III under Olsen Associates' 2019 contract. While the present construction is similar to what was completed in the 2019 cycle, it includes additional shoreline that has never been hydraulically nourished, which introduces new uncertainties. More importantly, our experience during the 2019 cycle has given us a clearer understanding of the challenges and project risks inherent to this work. Many of these uncertainties were also present in 2019 and ultimately contributed to budget exceedances experienced during that project. The present proposal reflects those lessons learned and incorporates the level of effort needed to proactively manage similar issues.

To provide the level of service both the County and Foth expect, we are budgeting additional hours to reflect the anticipated involvement of senior engineers in addressing these issues proactively. For example, the borrow area is nearing its useful capacity, and the remaining sediments are expected to contain higher concentrations of shell and darker material than what was excavated previously. This is likely to require additional Contractor oversight and more frequent coordination with regulatory agencies during construction. We also anticipate increased effort related to optimizing technical specifications and supporting potential real-time equipment adjustments, such as changes to hydraulic screening equipment. In addition, the defunct telecom cable in the northern portion of the borrow area remains unresolved and continues to introduce uncertainty to the construction approach and sequencing.

Relative to the 2019 contract proposal, the present effort includes approximately 200 additional hours to address these anticipated and unforeseen issues in a proactive manner. Where possible, these hours have been structured to utilize less-experienced engineers while still ensuring full support from senior staff.

The Engineer VI labor category included in Attachment B, sub-task 2.0 (Construction Services) warrants clarification. Although the title may suggest a senior engineering design role, these hours do not represent senior-level design work. Instead, Engineer VI corresponds to the dedicated construction-phase project manager, responsible for:

- ◆ Daily coordination with the contractor and County team
- ◆ Managing field issues with real-time support from senior engineers
- ◆ Tracking quantities, communicating changes, and monitoring compliance (environmental compliance matrix, SARBO, notices, etc.)
- ◆ Maintaining required documentation and reporting
- ◆ Ensuring continuity, responsiveness, and timely decision-making throughout construction

During the 2019 cycle, these responsibilities were handled by senior engineers and were not captured as a distinct labor category. Going forward, this role will be performed by a dedicated construction project manager, and the associated effort is now explicitly included for transparency. We appreciate the opportunity to clarify that Engineer VI hours represent construction-phase project-management effort rather than senior engineering design

SubTask 1.1.1: Final Design

Final Beach Fill Design

The Consultant shall consider the most current project-related information and data to formulate a final design for the beach fill. Such information may include, but may not be limited to, the latest available aerial photographs, beach profile surveys, agency comments provided during the regulatory and resource agency project review, permit conditions, and any relevant results from prior and ongoing engineering analyses. The Consultant shall incorporate this information into final design analyses to determine the requisite configuration and dimensions

of the beach fill to meet County goals and project permit conditions. The Consultant shall update the required beach fill volume computations for inclusion in the project plans and bid documents.

The permitted borrow area limits will be adjusted, as necessary, in order to maximize the volume of accessible beach-compatible material remaining in the borrow area. At the request of the County, this may include an assumption that removal of the derelict cable in the northern portion of the borrow area will be completed prior to, or as part of, this work. The Consultant shall update the volume of material available in the borrow area limits for inclusion in the project plans and bid documents. Borrow area design will rely heavily, but not entirely, on work presently ongoing and as described in the scope of work for CSA 0090-15.

This proposal assumes that the design will be predicated upon existing survey data provided by the County; i.e., the County's 2026 annual monitoring beach profile survey and most recent post-construction survey of the borrow area limits.

SubTask 1.1.2: Plans, Technical Specifications, and Project Manual Development

Plans and Element of the Project Manual

The Consultant shall prepare the project construction plans and select elements of the Project Manual for the NCCSPP Segments II and III project. The select elements of the Project Manual shall include the Bid Schedule, Supplemental General Conditions, Technical Specifications, bidder experience qualification (to be formulated in consultation with the County, as needed), and Environmental Protection Requirements as they relate to the borrow area excavation, transport of materials, and beach fill construction.

Construction Plans

The Consultant shall develop project construction plans for the beach construction project based upon the final design configuration of the beach fill and borrow area. Construction plans shall include, but not be limited to, the project aerials (provided by the County), bathymetric and sand isopach charts, locations of various project elements, access locations and requirements, staging and storage areas, the location, dimension, and dredging criteria for the offshore borrow area, boring logs, grain size distribution curves, beach fill and borrow area cross-sections (templates), beach fill Acceptance Sections and fill schedules, offshore travel corridors, pipeline corridors, alongshore limits of dune construction (County coordination may be required), dune vegetation, and other information required for the description of the intended work and the requirements of dredging contractors preparing bids for the proposed work.

Technical Specifications

The Consultant shall prepare technical specifications that describe the work to be performed and performance criteria of each work element. The technical specifications shall include a project schedule, description for the project layout and control, order of work requirements, performance of work criteria, pre- and post-construction documentation requirements and allowable tolerances, survey requirements, beach tilling and escarpment adjustment requirements, vibration monitoring specifications, and environmental protection requirements

that relate to dredging operations in the borrow area and construction of the beach construction project.

The Consultant shall coordinate with County procurement in order to ensure consistency between the Construction Plans, Technical Specifications, and Supplemental General Conditions with standard County requirements. As needed, Consultant shall advise County on scope of appropriate liquidated damages and Contractor qualifications for inclusion in the contract conditions and the Project Manual.

Opinion of Probable Cost to Construct

The Consultant shall prepare an opinion-of-probable-cost to construct the project. The Consultant shall use the scope of the final project design, the latest available regional bid results for similar projects, and a general understanding of the market conditions to support the development of the opinion.

Deliverables

The Consultant shall submit draft versions of the Plans and elements of the Project Manual to the County, as necessary, for review. The Consultant shall provide up to three (3) revisions of the Plans and elements of the Project Manual that may be required by County and regulatory review. The Consultant shall provide one (1) electronic version of the signed and sealed Plans.

The Consultant shall prepare and provide to the County an electronic version of the Bid Schedule, Supplemental General Conditions, Technical Specifications, and Environmental Protection Requirements for incorporation into the County's final Project Manual document. The Consultant shall be available to assist the County with final QA/QC review of the Project Manual prior to bid. The Consultant shall also provide a memo with the opinion of probable-cost-to-construct the project.

SubTask 1.2: Bid Support

The Consultant shall support the County during the bid process required for contractor identification and selection. In preparation of the bid advertisement, the Consultant shall provide the County with a list of dredge contractors which have the experience, equipment, qualifications, and expertise to carry out the various elements of project construction.

Consultant shall assist the County in preparing for and participating in one (1) virtual pre-bid conference, at which Consultant shall be prepared and available to answer technical and engineering questions related to the project. Consultant shall prepare a technical summary of the project for distribution to each attendee at the pre-bid meeting. The document shall be made available to the County within three (3) days of the event.

Consultant shall provide the County with timely responses to the inquires of prospective bidders for use in written addenda, as required. It is assumed that the County shall prepare and distribute necessary addenda to prospective bidders.

Consultant shall provide to County an evaluation of bids for technical completeness, full responsiveness to technical requirements and price, including alternative prices and unit prices.

Consultant shall provide a written recommendation to the County with respect to the award of the contract. Non-technical bid issues and bidder references shall be evaluated by the County.

SubTask 1.3: Pre-Construction Survey

Pre-Construction Beach Profile Survey

The Consultant shall obtain a comprehensive Pre-Construction Beach Profile Survey of the project shoreline prior to commencement of construction activities. This survey is required to document existing beach and nearshore conditions immediately before mobilization and to establish the official baseline for construction monitoring, contractor pay quantities, and permit compliance.

The Pre-Construction Beach Profile Survey shall include the collection of thirty-three (33) Florida Department of Environmental Protection (FDEP) onshore/offshore profile lines, extend the entire required monitoring reach for the project from R-13 through R-45, with no intermediates. All upland profile data shall be collected landward to the first point of refusal, such as dense vegetation, buildings, roadways, or other permanent improvements. All offshore data shall be collected along historic FDEP azimuths and shall extend approximately one (1) mile seaward from the approximate shoreline. All work shall be performed in accordance with FDEP standards for physical monitoring surveys and as described in the attached proposal from Terraquatic, Inc.

Borrow Area Pre-Construction Survey

The Consultant shall obtain a Pre-Construction Borrow Area Survey of the permitted offshore borrow area prior to construction. This survey is required to document seafloor conditions immediately before dredging and to support contractor dredge positioning, compliance monitoring, and post-construction volume analyses.

The survey shall encompass the entire borrow area, approximately 750 acres, and shall be performed using multibeam sonar technology incorporating inertial motion sensors and RTK-GPS positioning to achieve sufficient accuracy and resolution. The survey shall include the required buffer outside the borrow area limits, as depicted in Terraquatic's proposal attached.

All hydrographic data shall be collected, processed, and quality-controlled in accordance with industry standards and regulatory requirements to ensure suitability for construction oversight, volumetric comparison, and certification reporting.

Deliverables

Final deliverables shall include the following:

- ◆ AutoCAD (.dwg) files showing survey data in both plan and profile views
- ◆ Digital Final Deliverable (PDF) electronically signed and sealed, 11" x 17" format, plan view and profile surveys.
- ◆ Surveyor's Certification

- ◆ Field book copies in PDF format
- ◆ Survey report and monument control report
- ◆ Quality Assurance / Quality Control (QA/QC) report
- ◆ ASCII Final XYZ data files
- ◆ FDEP acceptable formatted data files
- ◆ ASCII monument information file
- ◆ Digital photographs of monument locations
- ◆ Metadata files
- ◆ Completed GIS Data Sheet

Pre-construction Buffer Area Survey

Federal regulators require an environmental survey of a buffer zone seaward of the Equilibrium Toe of Fill (ETOF) in areas which are known to have hardbottom resources. It is our understanding that this buffer extends 1,000 feet updrift (north), 3,000 feet downdrift (south), and 500 feet offshore of the ETOF. The 2024 delineation of nearshore hardbottom indicated no exposure within the buffer limits, however hardbottom exposure is suggested in the 2025 delineation near R18 (which is still under development). The most recently available aerial photographs taken in October 2025 show no hardbottom exposure – likely the result of natural processes in combination with bypass/maintenance activities at Jupiter Inlet (by others). As such, this proposal *does not* include an allowance to complete an in-water survey of the buffer area. Any requirement by the resource agencies for this survey would be considered as additional work.

TASK 2.0: CONSTRUCTION SERVICES

The Consultant shall support the County during project construction by providing limited permit compliance review and limited oversight services. In addition to being available to the County staff to address questions and provide clarification on design and contract requirements during the construction period, the consultant shall assist the County with the following tasks.

Notice to Proceed

The Consultant shall make all required submittals to FDEP and the U.S. Army Corps of Engineers for issuance of respective regulatory Notices to Proceed.

Pre-Construction Conference

The Consultant shall prepare for and attend a pre-construction conference to review construction methodologies, specific site conditions, survey, and monitoring requirements of the Permits with the Contractor, Contractor's associated Subcontractors, County staff and other

involved parties. The Consultant shall conduct a brief overview of the project and shall reiterate communications and reporting protocols for the duration of Contractor mobilization, construction, and demobilization activities. The conference shall be held at least 21 days prior to the commencement date of construction. A minimum 7 days advance written notification to the parties advising of the date, time, and location of the pre-construction conference shall be provided.

Should it be required by FWCC, the Consultant shall prepare for and attend a virtual, second pre-construction conference.

Project Layout

Prior to the initiation of dredging, the Consultant shall update the computation of the volume required for the fill and rebalance the fill as allowable by permit for purposes of reflecting changed conditions along the beach and monitoring the anticipated contract amount. As necessary, deliverables shall include revised design sheets, modified Acceptance Sections and berm and dune width tabulations necessary for layout. It is assumed that the survey data required for this rebalance shall be provided by the Pre-Construction Survey data acquired from the performance of SubTask 1.3.

Site Representation During Construction

It is understood that the County will provide dedicated Site Representative(s) for on-site construction compliance observations during the construction period. These observers will review and document contractor and construction activities for the purpose of reviewing contract and permit compliance. This proposal assumes that daily observations will be provided to both County and Consultant by the site representatives. It is further assumed that data collected by County construction observers shall be sufficient for supporting a determination of project compliance with all relevant permit conditions.

The Consultant shall review information provided by the County and the Contractor's daily quality control reports (daily reports) throughout the duration of the project from contractor mobilization through contractor demobilization from the project site. The Consultant shall likewise review water quality monitoring reports to be provided by the Contractor. The Consultant shall also review the dredge position data to be provided by the Contractor. The horizontal and vertical position data will be evaluated and compared to the permitted borrow area limits. Violations will be reported to the Contractor and County.

The Consultant shall send an engineer to conduct visits to the project site at a minimum of once every two weeks, on average, during construction. This assumes the construction will not exceed 90 days in duration. The purpose of these visits shall be to confirm the condition of completed portions of the project, review construction activities personally, and be available to address any outstanding questions that the County and Contractor may have regarding project requirements and construction activities. Upon completion of each site visit, the Consultant shall prepare a summary memorandum for the County that details observations, activities, and action items generated from the site visit and meetings with county representatives and the construction Contractor.

Through construction observation documentation and information provided by the County, Consultant staff observation, and the construction Contractor's daily reports, the Consultant shall monitor progress of the work, track construction contractor activities, production rates,

including delays and sources thereof, and notify the County or regulatory agencies as appropriate.

The Consultant and/or County's Site Representative shall attend periodic progress meetings either remotely or in person with the Contractor and the Contractor's associated subcontractors, as appropriate during construction.

Sediment QA/QC

Sand sampling and laboratory testing for the purposes of sediment QA/QC and permit compliance during construction is not provided for in this Task Order. It is understood that the County and/or the County's construction contractor will be responsible for all visual inspection and collection and sampling of the requisite compliance sand samples during project construction.

The Consultant shall assist the County with evaluation of sediment samples and laboratory results produced for permit compliance. Compliance criteria will be estimated or measured by others and reported to Consultant. In the event that non-compliant material is deposited onto the beach, Consultant shall coordinate with County staff and notify the appropriate regulatory agencies as required by permit. The Consultant shall also be available to make recommendations regarding corrections to dredge positioning within the borrow area, as necessary, to address any sediment compliance issues.

Contractor Plan or Submittal Review

The Consultant shall review and comment on the acceptance of the typical Plans-of-Action or submittals required of the Contractor and supplied to the Consultant by the County:

The Consultant shall review the results of vibration (or other) monitoring performed by the Contractor throughout the duration of the work (as applicable).

Contractor Requests for Payment

The Consultant shall review the Contractor's progress and payment (BD/AD) surveys for compliance with the project Plans and payment eligibility criteria. The Consultant shall be available to make decisions regarding the acceptance of completed areas of the beach fill. The Consultant shall make a volumetric comparison of the pre-construction survey and the Contractor's pay survey in order to verify the section was filled to specifications and assist the County in evaluating the periodic and final payments to the Contractor. The Consultant shall also review all pay requests submitted by the construction contractor for accuracy, completeness, and compliance with approved work.

Notice of Anticipated Deviation

The Consultant shall notify the county and the appropriate regulatory agencies in writing of any anticipated deviation from the Permits. If deemed necessary, a minor modification to any Permit will be formulated and submitted.

Notice of Non-Compliance

Consultant shall prepare and submit all notices of non-compliance to the State and Federal agencies, as appropriate. Unless otherwise specified herein, collection of data relied upon to determine compliance shall be provided by the County.

Certification of Completion

Within 30 days after completion of construction authorized by the permit and receipt of post-construction surveys, the Consultant shall submit to the County a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permits have been verified; the activities authorized by the permits have been performed in compliance with the plans and specifications approved as part of the permits, and all conditions of the permits; or shall describe any deviations from the plans and specifications, and all conditions of the permits. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two copies of as-built drawings.

TASK 3.0: ADDITIONAL SERVICES

Task 3.1: Post-Construction Documentation Report

Subsequent to completion of the project, Foth shall formulate a post-construction documentation and engineering report that describes the various elements of the construction and completed work for the purpose of describing the project as an "engineered beach". The documentation report will be available as necessary to describe the project for the purposes of future eligibility for FEMA related post-disaster funding. The report will document the post-construction condition of the engineered beach and borrow area as described by the post-construction beach profile and borrow area surveys. The report will also document relevant aspects of the project design and construction which will be beneficial in the design and planning of future renourishment efforts. The post-construction report will likewise provide a technical predicate to the first year of post-construction monitoring. That is to say, it provides the baseline condition for subsequent annual monitoring surveys/reporting. It likewise will serve as a form of evidence to the State and Federal agencies regarding permit compliance and eligibility for future cost reimbursement or cost-sharing, should such become available.

The report will discuss contractor productivity, dredging techniques and conditions, weather conditions during the prosecution of the work, borrow site usage, soil quality, constructability issues, etc. Additionally, the report will summarize the bid results, elements of total cost to construct, permit, environmental (in general) issues occurring during the period of construction and other factors potentially affecting future projects. It is assumed that all survey documentation for the project limits will be provided to the County by the Contractor as part of the contract deliverables. The report shall meet the requirements set forth in the adopted physical monitoring plan for the project.

As required by the FDEP sample testing requirements for this project, the Consultant shall collect post-beach fill sediment samples along each of the State's monitoring transects in the project area. Samples shall be tested in a laboratory for Munsell color, grain size, visual shell

content, and carbonate content. There will be a total of up to twenty (20) samples collected in Segments II and III between R-19 and R-38.

The Consultant shall prepare and submit to the FDEP a permit-required Sediment QA/QC report to document compliance of the newly placed material with the approved FDEP Sediment QA/QC Plan for this project.

Deliverables

The Consultant shall provide to the County one PDF copy of the draft report for review and comment by the County. Following receipt of comments from County staff, the Consultant shall make one revision to the draft document and produce a final version of the report for submittal to the County. The Consultant shall produce one PDF copy of the final report and submit to the County.

Schedule

The report shall be delivered to the County within 90 days following final acceptance of the completed project and/or delivery of requisite project-related data, whichever is later.



**ATTACHMENT B
COST SUMMARY**

**Coastal Engineering Consulting Services for the
North County Comprehensive Shore Protection Project (NCCSPP), Palm Beach County, FL
Segments II and III Renourishment
(CSA 0156-04)**

Scope Prepared by:
Foth Infrastructure & Environment, LLC (Foth)
2618 Herschel St.
Jacksonville, FL 32204
(904) 387-6114

Table B-1: Cost Summary for the 2026 NCCSPP: Segments II and III (R-19 to R-38).

LABOR CATEGORY	DIRECT LABOR								OUTSIDE SERVICES / SUBCONTRACTORS				TOTAL	
	Engineer / Scientist VI	Consultant III	Engineer / Scientist IV	Engineer / Scientist III	Engineer / Scientist II	Technician II	Assistant II	TOTAL		SERVICE	COST	Admin. (5%)		SUBTOTAL
Rate (\$/hr)	\$ 269.00	\$ 223.00	\$ 166.00	\$ 138.00	\$ 130.00	\$ 121.00	\$ 116.00	Hours	Cost					
SubTask 1.1.1: Final Design (LS)	17	79	109			40	6	251	\$ 45,820.00					\$ 45,820.00
SubTask 1.1.2: Plans, Technical Specifications, & Project Manual Development (LS)	8	149	196	40	30	60	8	491	\$ 85,523.00					\$ 85,523.00
SubTask 1.2: Bid Support (LS)	20	44	15				4	83	\$ 18,146.00					\$ 18,146.00
SubTask 1.3: Pre-Construction Survey (LS)	2	8	8				4	22	\$ 4,114.00	Terraquatic, Inc.	\$ 33,400.00		\$ 33,400.00	\$ 37,514.00
SubTask 2.0: Construction Services (LS)	122	159	341	244	40	8	12	926	\$ 166,113.00					\$ 166,113.00
SubTask 3.1: Post-Construction Report (LS)	12	40	16	127	146	24	4	369	\$ 54,678.00					\$ 54,678.00
TOTAL	181	479	685	411	216	132	38	2142	\$ 374,394.00		\$ 33,400.00	\$ -	\$ 33,400.00	\$ 407,794.00

✓
5/3/23

Terraquatic, Inc.
1220 Tangelo Terrace Unit A-12
Delray Beach, Florida 33444

TERRAQUATIC
SURVEYING AND MAPPING
Exhibit B
(p. 13 of 16)

January 29, 2026

Steven C. Howard, P.E., D.CE
Foth
2618 Herschel Street
Jacksonville, Florida 32204

RE: Professional Surveying and Mapping Proposal
Bathymetric & Topographic Surveying & Mapping
Onshore / Offshore Profiles
R-13 through R-45 (33 Profiles)
Offshore Borrow Area (750 Acres +/-)
Palm Beach County, Florida
TSM 26-1413

Dear Mr. Howard,

In accordance with your request, Terraquatic, Inc. is pleased to submit this proposal for professional surveying and mapping services for the above-referenced project. The scope of services shall include the collection of twenty-six (26) Florida Department of Environmental Protection (FDEP) beach profile lines consisting of thirty-three (33) monumented onshore/offshore. This proposal also includes a bathymetric survey of the offshore borrow area, limits shown in the exhibit below.

Scope of Work

All upland and offshore beach profiles shall be collected in accordance with FDEP standards for typical physical monitoring surveys. Upland profile data will be collected landward to the first point of refusal, including but not limited to dense vegetation, buildings, roadways, or other permanent improvements. Upland data shall extend seaward and overlap the offshore survey by a minimum of 100 feet.

Offshore profiles shall extend seaward approximately one (1) mile from the approximate shoreline. All profiles will be surveyed along historic profile azimuths.

The bathymetric survey of the offshore borrow area shall be conducted utilizing multibeam sonar technology combined with inertial motion sensors and RTK GPS. The survey will include the requisite buffer outside of the limits of the borrow area.

Deliverables

Final deliverables shall include the following:

- AutoCAD (.dwg) files showing survey data in both plan and profile views
- Digital Final Deliverable (PDF) electronically signed and sealed, 11" x 17" format, plan view and profile surveys.
- Surveyor's Certification
- Field book copies in PDF format
- Survey report and monument control report
- Quality Assurance / Quality Control (QA/QC) report
- ASCII Final XYZ data files
- FDEP acceptable formatted data files
- ASCII monument information file
- Digital photographs of monument locations
- Metadata files
- Completed GIS Data Sheet

Fees

- The total cost for the 33 Onshore / Offshore Profiles (R-13 through R-45) is **\$24,310.00**.
- The total cost for the bathymetric survey of the Offshore Borrow Area is **\$9,090.00**.

This cost covers field data collection, processing, quality control, project management, and professional oversight by a Florida-licensed Professional Surveyor and Mapper. A detailed breakdown of crew and office costs is included within the Appendix of this proposal.

We appreciate the opportunity to provide this proposal and look forward to the opportunity to perform these professional services for Foth Engineering and Palm Beach County. Please do not hesitate to contact us should you have any questions or require additional information.

Sincerely,
Terraquatic, Inc.



Joshua Lee, PSM
Terraquatic, Inc.

Appendix A: Cost Breakdown

Profiles R-13 to R-45 (33 Profiles)

Onshore / Offshore Profiles

Cost Breakdown:

Crew / Services	Estimated Hours	Regular Hourly Rate	Unit	Total Cost
2- Person GPS Crew	8	\$175.00	Crew Hour	\$1,400
3-Person GPS Crew	40	\$230.00	Crew Hour	\$9,200
3-Person Hydrographic Crew	25	\$270.00	Crew Hour	\$6,750
Computer / Processing CADD				
Computer / Processing CADD	24	\$150.00	Per Hour	\$3,600
Field Survey Manager / Planning	8	\$95.00	Per Hour	\$760
Project Manager	8	\$150.00	Per Hour	\$1,200
Professional Surveyor & Mapper	8	\$175.00	Per Hour	\$1,400
Total Cost:				\$24,310.00

Offshore Borrow Area

Onshore / Offshore Profiles

Cost Breakdown:

Crew / Services	Estimated Hours	Regular Hourly Rate	Unit	Total Cost
2- Person GPS Crew	4	\$175.00	Crew Hour	\$700
3-Person GPS Crew	0	\$230.00	Crew Hour	\$0
3-Person Hydrographic Crew	20	\$270.00	Crew Hour	\$5,400
Computer / Processing CADD				
Computer / Processing CADD	12	\$150.00	Per Hour	\$1,800
Field Survey Manager / Planning	2	\$95.00	Per Hour	\$190
Project Manager	2	\$150.00	Per Hour	\$300
Professional Surveyor & Mapper	4	\$175.00	Per Hour	\$700
Total Cost:				\$9,090.00

EXHIBIT:
OFFSHORE BORROW AREA





CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

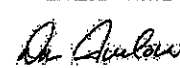
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Voids and Replaces Previously Issued Certificate Dated 10/31/2025 WITH ID: W41562741.

Professional Liability Coverage is written on a claims-made basis.
 Professional Liability Retroactive Date: 1/1/1938

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

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



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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

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

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



CERTIFICATE OF AIRCRAFT INSURANCE

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

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

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 1175 Lombardi Avenue Suite 350 Green Bay WI 54304 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (920) 437-7123	FAX (A/C. No.): (920) 431-6345
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #: 10060858		
INSURER(S) AFFORDING COVERAGE		
INSURER A: ACE American Insurance Company	50	22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

POLICY INFORMATION		CERTIFICATE NUMBER: 570116544402		REVISION NUMBER:	
POLICY TYPE			LINE OF BUSINESS SUBCODE		
INDUSTRIAL AID	PLEASURE & BUS	COMMERCIAL	AIRPLANE	HELICOPTER	MIXED FLEET
NON-OWNED			LIABILITY ONLY	HULL & LIABILITY	HULL ONLY
				EXCESS	QUOTA SHARE

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

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED ? (Y/N)	SUBROGATION WAIVED? (Y/N)
A	UAT1062464 Drone Liability	09/23/2025	09/23/2026	N	N

COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL					
AIRCRAFT LIABILITY		\$2,000,000	EA OCC		EA PER
		\$2,000,000	EA PASS		AGGR
MEDICAL PAYMENTS	INCLUDING CREW EXCLUDING CREW		EA PER		

CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO

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

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

© 2009, 2015 ACORD CORPORATION. All rights reserved.

ACORD 21 (2016/03)

The ACORD name and logo are registered marks of ACORD

Holder Identifier : #
Certificate No : 570116544402





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/18/2025

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

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

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

COVERAGES **CERTIFICATE NUMBER: 570117138997** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L49594A2643G BUSINESS AUTO	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB9H9261402643E WORKERS COMPENSATION	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Hull & Liability Coverage - Marine			OMH401657608 Marine Package	01/01/2026	06/01/2026	Hull P&I \$374,123 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: COASTAL AND MARINE ENGINEERING PROFESSIONAL CONTINUING SERVICES CONTRACT, PROJECT #ERM-CCNA-2025. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE POLICY PROVISIONS WILL GOVERN HOW NOTICE OF CANCELLATION MAY BE DELIVERED TO CERTIFICATE HOLDERS IN ACCORDANCE WITH THE POLICY PROVISIONS OF EACH POLICY. ABOVE WORKERS COMPENSATION POLICY INCLUDES COVERAGE FOR USL&H PER POLICY PROVISIONS AND ATTACHED ENDORSEMENTS.

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

 Holder Identifier : W

Certificate No : 570117138997

POLICY NUMBER: **UB-9H926140-26-43-E**

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT
 COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page. General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AR	82.00
AZ	55.00
CO	81.00
FL	56.00
GA	50.00
IA	30.00
ID	80.00
IL	50.00

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
IN	107.00
KS	108.00
MA	16.00
MD	50.00
MI	63.00
MN	47.00
MO	81.00
NC	56.00
ND	25.00
NE	56.00
NJ	50.00
NM	55.00
OH	25.00
OK	75.00
OR	83.00
PA	73.30
SC	25.00
SD	50.00
TN	108.00
TX	107.00
UT	82.00
VA	30.00
WA	90.00

DATE OF ISSUE: 12-24-24

ST ASSIGN:

PAGE 2 OF 2

POLICY NUMBER: **UB-9H926140-26-43-E**

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

POLICY NUMBER: UB-9H926140-26-43-E

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
 Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

**VESSELS-NOC-COVERAGE UNDER ADMIRALTY LAW-PROGRAM II USL&HW ACT
 BENEFITS**

2. Transportation, Wages, Maintenance, and Cure Premium \$ **INCLUDED**

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident \$ 100,000 each accident

Bodily Injury by Disease \$ 100,000 aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
 Insured

Policy No.

Endorsement No.
 Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-24-24

ST ASSIGN:

Page 2 of 2

2025 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M07000000099

Entity Name: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Current Principal Place of Business:

2121 INNOVATION COURT
SUITE 100
DE PERE, WI 54115

FILED
Mar 13, 2025
Secretary of State
5983391034CC

Current Mailing Address:

2121 INNOVATION COURT
SUITE 100
DE PERE, WI 54115 US

FEI Number: 20-5814224

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NRAI SERVICES, INC
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name HOMEL, RANDALL J
Address 2121 INNOVATION COURT
City-State-Zip: DE PERE WI 54115

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RANDALL J. HOMEL

MANAGER

03/13/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date



2618 Herschel Street
Jacksonville, FL 32204
(904) 387-6114
foth.com

May 28, 2025

Palm Beach County, FL
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

Re: Palm Beach County, FL - Authorization to Sign

To Whom it May Concern:

I certify that I am the President and Manager of Foth Infrastructure & Environment, LLC (hereinafter "Foth") and, as an authorized officer of Foth, I certify that the names of the individuals identified below are currently, as of the date above, authorized to sign contracts and other legally binding documents related to contracts with the Palm Beach County on behalf of Foth, along with myself, retroactive to February 10, 2025:

Authorized Signatory Name	Title
Christopher Creed	Senior Client Manager
Susan Davis	Vice President of Risk Management
Steve Howard	Lead Coastal Engineer
Scott Skuncik	Market Leader
Carrie Voskuil	Senior Contracts Manager

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in cursive script that reads "Randall J. Homel".

Randall J. Homel
President and Manager