Agenda Item: 3L-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	January 7, 2025	(X) Consent () Workshop	()Regular ()Public Hearing
Department:	Environmental Resources	Management	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment No. 1 to Coastal and Marine Engineering Annual Contract No. R2023-0019 with Aptim Environmental & Infrastructure, LLC (Aptim) to extend the expiration date from January 9, 2025 to January 9, 2026, add two (2) Articles, revise the labor rates, and add Exhibit B 2025 and Exhibit J. All other provisions remain in full force and effect;

B) Amendment No. 1 to Coastal and Marine Engineering Annual Contract No. R2023-0020 with W.F. Baird & Associates Ltd Incorporated (Baird) to extend the expiration date from January 9, 2025 to January 9, 2026, add two (2) Articles, revise the labor rates, and add Exhibit B 2025 and Exhibit J. All other provisions remain in full force and effect;

C) Amendment No. 1 to Coastal and Marine Engineering Annual Contract No. R2023-0089 with Coastal Protection Engineering LLC (CPE) to extend the expiration date from January 23, 2025 to January 23, 2026, add two (2) Articles, revise the labor rates, and add Exhibit B 2025 and Exhibit J. All other provisions remain in full force and effect; and

D) Amendment No. 1 to Coastal and Marine Engineering Annual Contract No. R2023-0090 with Foth Infrastructure & Environment, LLC (Foth) to extend expiration date from January 23, 2025 to January 23, 2026, add two (2) Articles, revise the labor rates, and add Exhibit B 2025 and Exhibit J. All other provisions remain in full force and effect.

Summary: The Board of County Commissioners (BCC) approved the Contract with Aptim, a Palm Beach County (PBC) company, and with Baird, a PBC company, on January 10, 2023. The County is exercising the one (1)-year renewal option to extend these two (2) Contracts from January 9, 2025 to January 9, 2026. The BCC approved the Contract with CPE, a PBC company, and with Foth, a Jacksonville company, on January 24, 2023. The County is exercising the one (1)-year renewal option to extend these two (2) Contracts from January 23, 2025 to January 23, 2026. The Amendments also add two (2) Articles, revise the labor rates, and add Revised Fee Schedule-Exhibit B 2025 and Nongovernmental Entity Human Trafficking Affidavit-Exhibit J. This project was presented to the Goal Setting Committee on April 6, 2022 and the Committee established an Affirmative Procurement Initiative (API) of 20% mandatory Small Business Enterprise (SBE) subcontracting goal and an SBE Evaluation Preference for Prime Bidders, up to 15 points. Aptim committed to 22% SBE participation in the Contract and, to date, the overall participation achieved on this project is 40.3%. Baird committed to 25% SBE participation in the Contract and, to date, the overall participation achieved on this project is 0%. CPE committed to 75% SBE participation in the Contract and, to date, the overall participation achieved on this project is 77.3%. Foth committed to 48% SBE participation in the Contract and, to date, the overall participation achieved on this project is 72.1%. There is no cost to the County. Countywide (YBH)

Background and Justification on Page 3.

Attachments:

1. Aptim Amendment No. 1 with Certificate of Insurance

2. Baird Amendment No. 1 with Certificate of Insurance

- 3. CPE Amendment No. 1 with Certificate of Insurance
- 4. Foth Amendment No. 1 with Certificate of Insurance

Recommended b	Deborah L. Drum Deborah L. Drum (Dec 13, 2024 14:34 EST)	Dec 13, 2024
Michael Stahl Michael Stahl (Dec 13, 2024 15:34 EST)	Department Director	Date
Approved by:	Patrick Rutter (Dec 14, 2024 13:38 EST)	Dec 14, 2024
	Deputy County Administrator	Date
Approved by:	······································	

II. FISCAL IMPACT ANALYSIS

Α. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs		*******			
External Revenues					
Program Income (Count	y)				
In-Kind Match (County)				****	
NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
No. ADDITIONAL FTE POSITIONS (Cumulative	e)				
Is Item Included in Curre Does this item include th Does this item include th	ne use of fed		Yes Yes Yes	No <u>X</u>	
Budget Account No.: Fund Department _ Task Sub Task	Unit Task Orde	Object er	Program		
Reporting Category					

- Β. **Recommended Sources of Funds/Summary of Fiscal Impact:** Fiscal impact cannot be determined at this time. Work under the Contracts is authorized on a consultant services authorization (CSA) basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with CSAs being authorized.
- C. **Department Fiscal Review:**

III. REVIEW COMMENTS

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

ØFMB

- Legal Sufficiency: Β.

Contract Development and Contr 26,12.4.24

Assistant County Attorney

C. **Other Department Review:**

Department Director

Continued from Page 1

Background and Justification: The BCC approved the Contracts pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. Aptim, Baird, CPE and Foth's contracts were for two (2) years with an option to extend for one (1) additional year. There are no estimates of future work since authorizations are on a consultant services authorization basis. The contract labor rates for Aptim, Baird, CPE and Foth have been revised, as allowed in their contracts.

AMENDMENT NO. 1 TO THE COASTAL AND MARINE ENGINEERING ANNUAL CONTRACT R BY AND BETWEEN PALM BEACH COUNTY AND APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC PROJECT # ERM-CCNA-2022

This Amendment No. 1 (AMENDMENT) to the Coastal and Marine Engineering Annual Contract (R2023-0019), dated January 10, 2023 (CONTRACT), is made and entered into on <u>January 7</u>, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Aptim Environmental & Infrastructure, LLC, a Foreign Limited Liability Company (CONSULTANT) whose Federal ID is 77-0589932 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into the CONTRACT on January 10, 2023 (R2023-0019); and

WHEREAS, Article 2 of the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, this is the only allowable one year term Contract extension per the CONTRACT; and

WHEREAS, the original CONTRACT provides in Article 4.E.1 that the rates may be adjusted by negotiation; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT from Exhibit B in the Original Contract to the revised Fee Schedule provided by Aptim Environmental & Infrastructure, LLC dated October 8, 2024, and attached hereto as Exhibit B 2025; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

- 1. The above recitations are true and correct and incorporated herein.
- 2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from January 9, 2025 to January 9, 2026.
- 3. Exhibit B of the CONTRACT is hereby deleted in its entirety and replaced with the attached Revised Fee Schedule, Exhibit B 2025.

Page 1 of 4

4. The CONTRACT is amended to add the following article:

ARTICLE 38 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN Pursuant to F.S. 286.101, 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.

5. The CONTRACT is amended to add the following article:

<u>ARTICLE 39 – HUMAN TRAFFICKING AFFIDAVIT</u> 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 J, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- 6. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
- 7. Except as hereby amended, changed or modified, all other terms, conditions, and provisions of the CONTRACT shall remain in full force and effect.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Page 2 of 4

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT on behalf of the COUNTY, and CONSULTANT has hereunto set its hand the day and year above written.

OWNER: APPROVED AS TO TERMS AND CONDITIONS

By: <u></u> WTR Deborah Drum, Director

Environmental Resources Management

CONSULTANT: Aptim Environmental & Infrastructure, LLC

Nicole S. Sharp, P.E., Director

Coastal Sciences & Engineering



ATTEST WITNESS:

Signature

Trace H. Me Name (type or print)

Signaturé

Beth Forre Name (type or print)

Page 3 of 4

(SIGNATURE PAGES CONTINUED)

ATTEST:

Joseph Abruzzo Clerk of the Circuit Court & Comptroller

By: _

Deputy Clerk

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: _

Maria G. Marino, Mayor

(Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Ðri Yelizaveta B. Herman

Assistant County Attorney

Page 4 of 4

EXHIBIT B 2025 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC REVISED PALM BEACH COUNTY FEE SCHEDULE (10/8/2024)

I. PERSONNEL CLASSIFICATION

Labor Category	Hourly Base Labor Rate	Hourly Contract Ratas OK Billing Rate
Program Director	\$102.42	\$253.59
Senior Project Manager	\$94.24	\$245.54
Program Manager	\$95.11	\$230.35
Senior Coastal Engineer	\$78.93	\$200.91
Project Manager	\$61.37	\$159.93
Coastal Engineer II	\$48.11	\$118.10
Coastal Engineer I	\$30.46	\$79.38
Coastal Modeler II	\$60.03	\$156.43
Geologist III	\$45.91	\$107.49
Geologist II	\$32.50	\$84.70
Geologist I	\$26.50	\$69.05
Senior Marine Biologist	\$40.48	\$97.37
Marine Biologist II	\$35.00	\$91.21
Marine Biologist I	\$31.00	\$70.46
Surveyor	\$37.24	\$85.06
Survey Technician	\$30.75	\$72.63
CAD Operator	\$34.46	\$88.04
GIS Operator	\$44.72	\$110.73
Bookkeeper	\$33.26	\$82.36
Clerical	\$32.64	\$80.82

Multiplier: 2.61 v

Note: Hourly Contract Billing Rate subject to increase based upon actual salary increases or 3%, whichever is less, requested in writing.

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EXHIBIT B 2025 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC REVISED PALM BEACH COUNTY FEE SCHEDULE (10/8/2024) (Continued)

II. EQUIPMENT

<u>Rate</u>

	0110 00(1)
Truck (4WD beach use) Survey Boat (28 ft. Parker)	
Survey Boat (24 ft. Privateer)	
Survey Sea Sled	•
All Terrain Vehicle	•
Enclosed 18" Trailer	•
Trimble RTK GPS	
Trimble Differential GPS	-
Terrestrial Laser Scanner	•
Unmanned Aircraft System (Drone)	-
Leitz Total Station w/Data Collector	
Hand Laser Range Finder	
Range Azimuth System	
Odom Hydrotrack Sounder	\$165.00/day
Heave, Pitch, Roll Compensator	\$215.00/day
Odom ES3PT Multibeam	\$600.00/day
Speed of Sound Velocity Meter	\$63.00/day
Hypack/DredgePack Navigation System	\$260.00/day
Hypack/Hysweep	\$260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direct	ion and current profiler
	\$5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave heigh	t, direction and current
Nortek Aquadopp ADCP low frequency shallow water wave heigh profiler	t, direction and current
Nortek Aquadopp ADCP low frequency shallow water wave heigh	t, direction and current \$2,900.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave heigh profiler Nortek Storm Software for wave and current data processing	t, direction and current \$2,900.00/month * \$50.00/day
Nortek Aquadopp ADCP low frequency shallow water wave height profiler Nortek Storm Software for wave and current data processing Primer statistical package.	t, direction and current \$2,900.00/month * \$50.00/day \$200/project
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EXHIBIT B 2025 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC REVISED PALM BEACH COUNTY FEE SCHEDULE (10/8/2024) (Continued)

SCUBA Tanks (Nitrox)	\$19.00/day
Underwater Camera	
Underwater Camera W/Strobes	
Underwater Seadrop Integrated Camera	\$30.00/day
Underwater Video Camera	\$115.00/day
GPS Integrated Underwater Video Camera	\$435.00/day
Underwater Scooter	\$50.00/day
Sieve Analysis	\$75.00/sample
Carbonate Analysis	
Monuments	\$28.00/each
Survey Disk	
Dry Suit	
Ponar Sampler	
Penetrometer	
Generator	
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* ADCP monthly cost may be pro-rated for shorter periods of use

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EXHIBIT B 2025 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC REVISED PALM BEACH COUNTY FEE SCHEDULE (10/8/2024) (Continued)

III. SCUBA DIVING SERVICES

Equipment & Insurance \$75/diver/day **

** Charge in addition to normal hourly rates for personnel listed on Page 1.

IV. NUMERICAL MODELS

ADCIRC Tidal Circulation Model	\$1,000/project
BOUSS 2D WAVE - Wave Refraction/Diffraction Model	\$1,000/project
MIKE21- NSW Spectral Wave Transformation Model	\$2,000/project
MIKE21- HD 2D Current Simulation Model	\$2,000/project
MIKE21- ST 2D Sediment Transport Model	\$2,000/project
DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model	\$1,000/project
DELFT 3D FLOW - 2D Hydrodynamic Model	\$2,200/project
DELFT 3D MORPHO - Morphodynamic Model	\$3,000/project
DELFT 3D WAQ – Water Quality Model	\$2,000/project

V. REPRODUCTIONS

	Distagonian Diself & White	
	Photocopies – Black & White	#0.10 (
	$8\frac{1}{2}$ " x 11" and $8\frac{1}{2}$ " x 14"	
	11" x 17"	\$0.15/page
	Heavy Bond	\$0.30/page
	Cover Stock	\$0.50/page
	Photocopies – Color	
	$8\frac{1}{2}$ " x 11" and $8\frac{1}{2}$ " x 14"	\$0.50/page
	11" x 17"	
	Heavy Bond	
	Cover Stock	
	CAD Plotter Copies	
	8 ¹ / ₂ " x 11" and 8 ¹ / ₂ " x 14"	\$1.00/each
	11" x 17"	
	24" x 36"	
VI.	NON-CONTRACT TEAM SUB-CONSULTANTS (management f	ee) Per Contract
VII.	DIRECT COSTS (handling fee)	Per Contract

<u>Rate</u>

<u>Rate</u>

<u>Rates</u>

AMENDMENT NO. 1 EXHIBIT J

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

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

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

(Signature of officer or representative) <u>Nicole S. Sharp, Director, Coastal Sciences</u> (Printed name and title of officer or representative) Engineering

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of A physical presence or \Box online notarization this, <u>29</u> day of <u>October</u> <u>2024</u>, by <u>Ncole 5. Sharp</u>.

Personally known \not OR produced identification \Box .

Type of identification produced ____

<u>Areine Of M. Cauly</u> NOTARY PUBLIC My Commission Expires: 8/19/2026

State of Florida at large

•	Notary Public State of Florida
4	Tracie H McCaulev
	My Commission
_ <u>) </u>	Exp. 8/19/2026
]	EXP. 8/19/2028

(Notary Seal)

	Client#: 1791802 APTIMHOL											
4	AC	CORD _M	CERT	IFI	C/	ATE OF LIAB	ILIT	Y INS	URAN	CE 🗸		IM/DD/YYYY) 8/2024
E F	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.											
11	f SUE	BROGATION I	S WAIVED, subject	to th	e teri	TIONAL INSURED, the po ms and conditions of the certificate holder in lieu	policy, of such of	certain polic endorseme	cies may req	L INSURED provisions uire an endorsement. A	or be er A statem	ndorsed. Ient on
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				INSR	SUBF WVD	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIMI		
A	X			Y	Y	1000090589241	0	6/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,00	
	-	CLAIMS-MA								PREMISES (Ea occurrence) MED EXP (Any one person)	\$1,00 \$10,0	
										PERSONAL & ADV INJURY	\$2,00	
	GEN		IMIT APPLIES PER:						1	GENERAL AGGREGATE	\$4,00	
		POLICY X								PRODUCTS - COMP/OP AGG	\$4,00	0,000
		OTHER:								COMBINED SINGLE LIMIT	\$	
B	X		TŸ	Y Y	Y Y	1000635746241 1000635747241		1	06/30/2025 06/20/2025	(Ea accident)	\$5,00	0,000
P	^	ANY AUTO OWNED AUTOS ONLY	SCHEDULED	T	T	1000035747241	ľ	0/30/2024	00/30/2023	BODILY INJURY (Per person) BODILY INJURY (Per accident)		
	X	HIRED AUTOS ONLY	X AUTOS							PROPERTY DAMAGE (Per accident)	\$	
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		CER/MEMBER EX(idatory in NH)		N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes DES	s, describe under CRIPTION OF OPE	RATIONS below							E.L. DISEASE - POLICY LIMIT		
C D	1	lution-Co fessional				USL02887224 CEO744642307			1	10,000,000 Per Occ 10,000,000 Each Cla		
Ce Cor liab Prir with	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non- Contributory as required by written contract. No policy will permit carrier cancellation without thirty (30) days prior written notice to the Certificate Holder. (See Attached Descriptions)											
CEF	RTIFI	CATE HOLDE	R				CANCE	LLATION				
		2300 No	each County Boa orth Jog Road,4th alm Beach, FL 33	Flo		unty Commissioners	THE	EXPIRATION	DATE THE	SCRIBED POLICIES BE C/ REOF, NOTICE WILL E ICY PROVISIONS.		
		l					Art		Nour	?		
ACC		25 (2016/03) 46631256/M		ACO)RD r	name and logo are registe	ered mar			ORD CORPORATION.	All right	s reserved.
	π-3									JOALN		

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******Schedule of Named Insureds****** Accelerated Cleanup Company, LLC AELS Administrative Services, LLC AM Acquisition LLC American Plastic Pipe and Supply, L.L.C. Aptim AECOM Decommissioning, LLC Aptim Canada Acquisition LLC Aptim Chile Intermediary LLC Aptim Coastal Planning & Engineering, LLC Aptim Coastal, Inc. Aptim Connecticut, Inc. Aptim Constructors LLC Aptim Contingency Constructors LLC Aptim Corp. Aptim Engineering New York, P.C. Aptim Engineering of North Carolina, P.C. Aptim Environmental & Infrastructure, LLC Aptim Environmental Liability Solutions, L.L.C. **Aptim Facilities, Inc.** Aptim Federal Craft Services, LLC Aptim Federal Services, LLC Aptim Geosyntec JV LLC **Aptim Government Solutions, LLC** Aptim HDR, LLC Aptim Holding Corp. **Aptim Holdings LLC Aptim Intellectual Property Holdings, LLC Aptim Investment Holdings, LLC Aptim Liquid Solutions LLC** Aptim Maintenance, LLC Aptim Massachusetts, LLC **Aptim Peru Intermediary LLC** Aptim Port Services International, LLC Aptim Port Services, LLC **Aptim Radiological Services LLC** Aptim Response Services LLC Aptim Services, LLC Aptim Specialty Services, L.L.C. **Aptim Thailand Acquisition LLC** Aptim/Baker/Gannett Fleming J.V. Aptim-AIM JV Aptim-Amentum Alaska Decommissioning LLC Aptim-Atkins JV LLC Aptim-Harper Construction JV, LLC APTIM-Navarro-Veolia Joint Venture, LLC Aptim-North Wind Construction JV, LLC Aptim-Tokyu Construction JV, LLC Aptim-Versar, LLC Atlantic Contingency Constructors, LLC Benicia North Gateway II, L.L.C. Bhate Federal Services JV, LLC Black & Veatch/Aptim/Dvirka and Bartilucci JV Brice Aptim JV LLC **BWSR, LLC** Camden Road Venture, LLC **Coastal Estuary Services, L.L.C. Consolidated Contingency Services LLC**

SAGITTA 25.3 (2016/03) 2 of 3 #S46631256/M45112568

GHG Solutions, LLC Great Southwest Parkway Venture, LLC HDR Aptim, LLC HGL-Aptim Applied Science and Technology JV, LLC **HGL-Aptim JV, LLC High Desert Support Services, LLC** Jenny/Aptim/AECOM, Joint Venture Kings Bay Support Services, LLC KIP I, L.L.C. LandBank Properties, L.L.C. LFG Specialties, L.L.C. Millstone River Wetland Services, L.L.C. **NOREAS APTIM Environmental Remediation JV Noreas Environmental Services LLC NOREAS-Aptim JV** Norwood Venture I, L.L.C. Olsen Associates, Inc. and Aptim Coastal Planning & Engineering, Inc. JV Otay Mesa Ventures II, L.L.C. Paducah Remediation Services, LLC PB/Aptim Massachusetts, Inc., a Joint Venture **Ridge Top Ranch, LLC** So-Glen Gas Co., LLC Solutions2Rebuild, LLC South Platte Resiliency Company, LLC Space Coast Launch Services LLC Stantec-Aptim JV, LLC Strategic Storage Partners, LLC TerraVista Lakes, LLC **TFS-Aptim JV LLC** The Landbank Group, LLC Triquetra III JV VS2, LLC Whippany Venture I, L.L.C.

RE: Aptim Contract #R2023-0019 for Coastal and Marine Engineering Annual Professional Services. Palm Beach County Board Of County Commissioners Is Included As Additional Insured As Respects General Liability And Marine Protection & Indemnity Coverage, As Required By Written Contract.; Waiver Of Subrogation Applies To Workers Compensation, General Liability, And Auto Liability Coverages As Required By Written Contract And Where Permitted By State Law.; 30 Days Notice Of Cancellation Applies (Except For Non-pay).

US Longshore and Harbor Workers' Act is included under the Workers' Compensation policy. Professional Liability Retroactive Date: "Full Prior Acts"

SAGITTA 25.3 (2016/03) 3 of 3 #S46631256/M45112568

	Clien	t#: 1	7918	302			APTI	MHOL		
	ACORD _™ CERT	IFI	C/	ATE OF LIAB	ILIT	'Y INS	URAN	CE	-	M/DD/YYYY) 3/2024
F F	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).									
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	il Southwest					b, Ext): 713 4		FAX	713-4	90-4700
98	11 Katy Freeway, Suite 500						Kaiser@usi			
	ouston, TX 77024				ADDIG			FORDING COVERAGE		NAIC #
71	3 490-4600				INSURE	RA: XL Spec	ialty Insurance			37885
INS	URED				INSURE	RB:				
	Aptim Holding Corp.	~~~			INSURE	RC:				
	1200 Brickyard Lane. Ste Baton Rouge, LA 70802	202			INSURE	RD:	****			
	Baton Rouge, LA 70002				INSURE	RE:				
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INSF LTR		ADDL	SUBF WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limit	rs	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT		
								(Ea accident) BODILY INJURY (Per person)	\$ \$	
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	HIRED NON-OWNED							PROPERTY DAMAGE	s	
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	DED RETENTION \$	1							\$	
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	AND EMPLOYERS LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DÉSÉRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A	Marine Protection and Liability			UM00057337MA24A		06/30/2024	06/30/2025	\$1,000,000 Per Occ \$2,000,000 Aggrega	te	
CE RE CO Ce Ma	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS MARINE PROTECTION & INDEMNITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT.; WAIVER OF SUBROGATION APPLIES AS RESPECTS MARINE PROTECTION & INDEMNITY COVERAGE.; 30 DAYS NOTICE OF CANCELLATION APPLIES (EXCEPT FOR NON-PAY) Certificate Holder to include: Palm Beach County Board of County Commissioners c/o Environmental Resources Management and is an additional insured as outlined above and is provided additional benefits as (See Attached Descriptions)									
CE					CANC	ELLATION				
	Palm Beach County Board of County Commissioners 2300 North Jog Road 4th Floor West Palm Beach, FL 33411					EXPIRATION	DATE THE	SCRIBED POLICIES BE CA REOF, NOTICE WILL BI LICY PROVISIONS.		
AC	© 1988-2015 ACORD CORPORATION. All rights reserved. CORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD #S46631287/M45643160 LFKZP									

outlined above.

Aptim's Workers Compensation policy includes coverage for qualifying claims under US Longshoremen's and Harbor Workers Act.

Job Name: Aptim Job 631024945 Contract ERM-CCNA-2022 Re: Aptim Environmental & Infrastructure, LLC a Subsidiary of Aptim Holding Corp.

Palm Beach County Board of County Commissioners is included as additional insured as respects General Liability and Marine Protection & Indemnity Coverage, as required by written contract; waiver of subrogation applies to Workers Compensation, General Liability and Auto Liability coverages as required by written contract and where permitted by State law; 30 day notice of cancellation applies (except for non pay)

SAGITTA 25.3 (2016/03) 2 of 2 #S46631287/M45643160

AMENDMENT NO. 1 TO THE COASTAL AND MARINE ENGINEERING ANNUAL CONTRACT R BY AND BETWEEN PALM BEACH COUNTY AND W.F. BAIRD & ASSOCIATES LTD INCORPORATED PROJECT # ERM-CCNA-2022

This Amendment No. 1 (AMENDMENT) to the Coastal and Marine Engineering Annual Contract (R2023-0020), dated January 10, 2023 (CONTRACT), is made and entered into on <u>January 7</u>, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and W.F. Baird & Associates Ltd Incorporated, a Foreign Profit Corporation (CONSULTANT) whose Federal ID is 39-1585880 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into the CONTRACT on January 10, 2023 (R2023-0020); and

WHEREAS, Article 2 of the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, this is the only allowable one year term Contract extension per the CONTRACT; and

WHEREAS, the original CONTRACT provides in Article 4.E.1 that the rates may be adjusted by negotiation; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT from Exhibit B in the Original Contract to the revised Fee Schedule provided by W.F. Baird & Associates Ltd Incorporated dated October 1, 2024, and attached hereto as Exhibit B 2025; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

- 1. The above recitations are true and correct and incorporated herein.
- 2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from January 9, 2025 to January 9, 2026.
- 3. Exhibit B of the CONTRACT is hereby deleted in its entirety and replaced with the attached Revised Fee Schedule, Exhibit B 2025.

Page 1 of 4

4. The CONTRACT is amended to add the following article:

ARTICLE 38 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN Pursuant to F.S. 286.101, 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.

5. The CONTRACT is amended to add the following article:

<u>ARTICLE 39 – HUMAN TRAFFICKING AFFIDAVIT</u> 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 J, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- 6. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
- 7. Except as hereby amended, changed or modified, all other terms, conditions, and provisions of the CONTRACT shall remain in full force and effect.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Page 2 of 4

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT on behalf of the COUNTY, and CONSULTANT has hereunto set its hand the day and year above written.

OWNER: APPROVED AS TO TERMS AND CONDITIONS

By: c Deborah Drum, Director

Environmental Resources Management

CONSULTANT: W.F. Baird & Associates Ltd Incorporated

GARD

Gordon Thomson, P.E., BC.CE Vice President



ATTEST WITNESS:

<u>Y. Myrlivea</u> Signature

Paula Mystirecek Name (type or print)

Signature

Name (type of print

Page 3 of 4

ATTEST:

Joseph Abruzzo Clerk of the Circuit Court & Comptroller

By: _

Deputy Clerk

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: _

Maria G. Marino, Mayor

(Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Xelizaveta/B. Herman Assistant/County Attorney

Page 4 of 4

EXHIBIT B 2025

REVISED FEE SCHEDULE

W.F. Baird & Assoicates, Ltd. Proposed Billing Rate Schedule Palm Beach County Annual Coastal and Marine Engineering Services October 1, 2024

		Rotas OK.
Labor Category	Hourly Base Labor Rate	Proposed Billing Rate $(\chi c'/2)$
Principal	\$99.86	\$299.58
Sr. Professional III	\$77.27	\$229.59
Sr. Professional II	\$62.99	\$178.11
Sr. Professional I	\$61.00	\$166.98
Staff Prof III	\$53.48	\$159.29
Staff Prof II	\$49.52	\$136.89
Staff Prof I	\$39.82	\$109.79
Sr. Tech	\$40.14	\$106.45
Tech Staff	\$35.10	\$89.61
Support	\$38.64	\$107.69

Multiplier: 3.0 \checkmark

AMENDMENT NO. 1 EXHIBIT J

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 <u>W.F. Baird & Associates Ltd Incorporated</u> (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 o officer or representative)

Gordon Thomson, Vice President (Printed name and title of officer or representative)

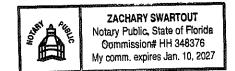
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of X physical presence or \Box online notarization this, <u>23</u> day of <u>October</u> <u>2024</u>, by <u>Gordon Homson</u>

Personally known \square OR produced identification \bigotimes .

0L Type of identification produced

NOTARY PUBLIC My Commission Expires: 01 -10 - 2027 State of Florida at large



(Notary Seal)

					W	FBAIRD-01		CANDERS
ACORD'	CEI	RT	IFICATE OF LIAE	BILITY IN	SURAN	CE		(MM/DD/YYYY)
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IMPORTANT: If the certificate holds If SUBROGATION IS WAIVED, subject	eris : ect to	an Al	DDITIONAL INSURED, the po	a nalicy cortain	policies mo	NAL INSURED provisio y require an endorseme	onsorb nt.As	e endorsed. tatement on
this certificate does not confer rights the producer	to th	e cer	uncate holder in lieu of such	endorsement(s	s).			
Risk Strategies Madison				AME: Tammie				·
1103 Hunter Dr Ste 100 Mount Pleasant, WI 53406			(A	^{IONE} /C, No, Ext): (608) MAIL DDRESS: tarbuck		ategies.com	:(877)	254-8586
								NAIC #
INSURED	·····					ity Company of CT		25682
						ity Company of Amer		25666
W. F. Baird & Associates 28 Crossroads Dr Ste 1200	10					Casualty Company of A		25674
Madison, WI 53718						d Surety Company of An	nerica	31194
· · · · · · · · · · · · · · · · · · ·				<u>SURER E : Contin</u>	ental Casua	alty Company		20443
				SURER F :				
			E NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH		TAIN	THE INSURANCE AFFORDER	OF ANY CONTRA	CT OR OTHE	R DOCUMENT WITH RESP	COT TO	
LTR TYPE OF INSURANCE	ADD		۹ ـــــ	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		TS	
A X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s	1,000,000
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						MED EXP (Any one person)	\$	5,000
		1				PERSONAL & ADV INJURY	s	1,000,000
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OTHER						PRODUCTS - COMPIOP AGG	s	
B AUTOMOBILE LIABILITY		-				COMBINED SINGLE LIMIT	 	1,000.000
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X HIRED ONLY X NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		
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DED X RETENTIONS 10,000						AGGREGATE	+	-,,,
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	\$	
		x	UB009J093655	1/1/2024	1/1/2025		<u> </u>	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	5	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		1,000,000
E Pollution Liab		<u> </u>	AEH288342810	1/1/2024	1/1/2025	E.L. DISEASE - POLICY LIMIT Ea Claim/Aggregate	<u>\$</u>	5,000,000
E Professional Liab			AEH288342810	1/1/2024	1/1/2025	Ea Claim/Aggregate		5.000.000
								0,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC: Palm Beach County Board of County Comm Automobile Liability, Umbrella Liability, and Automobile Liability, Umbrella Liability, and or watercraft up to 75 feet in length. Professional Liability Retroactive Date: 01/0	Wat Wor	ercra kers	, its officers, employees and a ft Liability. A waiver of subroo	gents are listed a	as additional	insured with respects to		
			<u>C</u> 4	NCELLATION				
Palm Beach County Board o c/o Environmental Resource 2300 North Jog Rd.	f Cou s Ma	inty nage	Commissioners	THE EXPIRATION	N DATE TH TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.	ANCELL BE DEI	ED BEFORE LIVERED IN
4th Floor West Palm Beach, FL 33411			AU	HORIZED REPRESE	NTATIVE			
West Palm Beach, FL 33411 i ACORD 25 (2016/03)	The	A.C.(PD name and loss are	Juste Able		ORD CORPORATION.	All righ	nts res

The ACORD name and logo are registered marks of ACORD

AMENDMENT NO. 1 TO THE COASTAL AND MARINE ENGINEERING ANNUAL CONTRACT R2 BY AND BETWEEN PALM BEACH COUNTY AND COASTAL PROTECTION ENGINEERING LLC PROJECT # ERM-CCNA-2022

This Amendment No. 1 (AMENDMENT) to the Coastal and Marine Engineering Annual Contract (R2023-0089), dated January 24, 2023 (CONTRACT), is made and entered into on <u>January 7</u>, 20<u>25</u>, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Coastal Protection Engineering LLC, a Florida Limited Liability Company (CONSULTANT) whose Federal ID is 84-2350128 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into the CONTRACT on January 24, 2023 (R2023-0089); and

WHEREAS, Article 2 of the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, this is the only allowable one year term Contract extension per the CONTRACT; and

WHEREAS, the original CONTRACT provides in Article 4.E.1 that the rates may be adjusted by negotiation; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT from Exhibit B in the Original Contract to the revised Fee Schedule provided by Coastal Protection Engineering LLC dated October 25, 2024, and attached hereto as Exhibit B 2025; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

- 1. The above recitations are true and correct and incorporated herein.
- 2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from January 23, 2025 to January 23, 2026.
- 3. Exhibit B of the CONTRACT is hereby deleted in its entirety and replaced with the attached Revised Fee Schedule, Exhibit B 2025.

Page 1 of 4

4. The CONTRACT is amended to add the following article:

ARTICLE 38 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN Pursuant to F.S. 286.101, 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.

5. The CONTRACT is amended to add the following article:

<u>ARTICLE 39 – HUMAN TRAFFICKING AFFIDAVIT</u> 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 J**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- 6. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
- 7. Except as hereby amended, changed or modified, all other terms, conditions, and provisions of the CONTRACT shall remain in full force and effect.

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Page 2 of 4

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT on behalf of the COUNTY, and CONSULTANT has hereunto set its hand the day and year above written.

OWNER: APPROVED AS TO TERMS AND CONDITIONS

By: <u><</u>

Deborah Drum, Director Environmental Resources Management

CONSULTANT: Coastal Protection Engineering LLC

Thomas P. Pierro, P.E., D.CE Authorized Member

(Corp. Seal)



ATTEST WITNESS:

Signature Daniela Corriero - Howel

Name (type or print)

ho bull

Signature

LINDIND BENGDET Name (type or print)

Page 3 of 4

(SIGNATURE PAGES CONTINUED)

ATTEST:

Joseph Abruzzo Clerk of the Circuit Court & Comptroller

By: _

Deputy Clerk

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: _

Maria G. Marino, Mayor

(Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Yelizayeta B. Herman Assistant County Attorney

Page 4 of 4

REVISED FEE SCHEDULE

EXHIBIT B 2025

PALM BEACH COUNTY COASTAL & MARINE ENGINEERING ANNUAL CONTRACT PROJECT # ERM-CCNA-2022 COASTAL PROTECTION ENGINEERING LLC

10/25/2024

Rates OK.

I. Labor Rates

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Labor Category	Hourly Base Labor Rate	Hourly Contract Billing Rate	Multiplier
Principal Engineer	\$94.69	\$275.54	2.91
Principal Coastal Scientist	\$94.69	\$275.54	2.91
Principal Marine Engineer	\$86.50	\$251.72	2.91
Program Manager	\$66.78	\$194.32	2.91
Project Manager	\$61.32	\$178.43	2.91
Senior Marine Geologist	\$61.32	\$178.43	2.91
Senior Coastal Scientist	\$60.27	\$175.38	2.91
Senior Coastal Engineer	\$61.32	\$178.43	2.91
Senior Marine Biologist	\$53.33	\$155.20	2.91
Marine Structural Engineer	\$56.50	\$164.42	2.91
Senior Coastal Modeler	\$50.24	\$146.20	2.91
Coastal Engineer	\$42.48	\$123.61	2.91
Marine Geologist	\$44.91	\$130.70	2.91
Coastal Modeler	\$38.05	\$110.74	2.91
Junior Coastal Engineer	\$33.50	\$97.47	2.91
Junior Coastal Scientist	\$30.90	\$89.92	2.91
CAD/GIS Operator	\$30.16	\$87.77	2.91
Junior Marine Biologist	\$31.00	\$90.21	2.91
Environmental Scientist	\$29.81	\$86.74	2.91
Clerical	\$26.44	\$76.95	2.91
Engineering Intern / Tech	\$20.00	\$58.20	2.91

II Reimbursable Costs*

Cost Classification	Contract Billing Rate
SCUBA Diving	\$65 / diver / day
Equipment & Mileage	Per Task Order
Direct Costs	Per Task Order
Sub-Consultants	Per Task Order

*Subject to terms and conditions of governing agreement.

AMENDMENT NO. 1 EXHIBIT J

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 <u>Coastal Protection Engineering LLC</u> (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.

Thomas Pierro, Principal Engineer/AMBR (Printed name and title of officer or representative)

(Signature of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of \square physical presence or \square online notarization this, \square day of \square
Personally known 🗹 OR produced identification 🗆.

Type of identification produced $\mathcal{D}_{\mathcal{L}}$

NOTARY PUBLIC My Commission Expires: 03/06/2026 State of Florida at large



(Notary Seal)

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AC	DRD 25 (2016/03) 1 of 2 The #S46745926/M46745759	ACO	RD r	name and logo are registe	ered m			ORD CORPORATION.	All right	ts reserved.

including completed and ongoing operations on per project basis, coverage is primary and non contributory. including completed and ongoing operations on , coverage is primary and non contributory. Waiver of subrogation in favor of the additional insured applies to all policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above. Professional liability retro date is 08/16/2019. The General Liability includes Hired/Non Owned Watercraft Liability.

SAGITTA 25.3 (2016/03) 2 of 2 #S46745926/M46745759

AMENDMENT NO. 1 TO THE COASTAL AND MARINE ENGINEERING ANNUAL CONTRACT R BY AND BETWEEN PALM BEACH COUNTY AND FOTH INFRASTRUCTURE & ENVIRONMENT, LLC PROJECT # ERM-CCNA-2022

This Amendment No. 1 (AMENDMENT) to the Coastal and Marine Engineering Annual Contract (R2023-0090), dated January 24, 2023 (CONTRACT), is made and entered into on <u>January 7</u>, 20<u>25</u>, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Foth Infrastructure & Environment, LLC, a Foreign Limited Liability Company (CONSULTANT) whose Federal ID is 20-5814224 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into the CONTRACT on January 24, 2023 (R2023-0090); and

WHEREAS, Article 2 of the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, this is the only allowable one year term Contract extension per the CONTRACT; and

WHEREAS, the original CONTRACT provides in Article 4.E.1 that the rates may be adjusted by negotiation; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT from Exhibit B in the Original Contract to the revised Fee Schedule provided by Foth Infrastructure & Environment, LLC dated October 28, 2024, and attached hereto as Exhibit B 2025; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

- 1. The above recitations are true and correct and incorporated herein.
- 2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from January 23, 2025 to January 23, 2026.
- 3. Exhibit B of the CONTRACT is hereby deleted in its entirety and replaced with the attached Revised Fee Schedule, Exhibit B 2025.

Page 1 of 4

4. The CONTRACT is amended to add the following article:

ARTICLE 38 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN Pursuant to F.S. 286.101, 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.

5. The CONTRACT is amended to add the following article:

<u>ARTICLE 39 – HUMAN TRAFFICKING AFFIDAVIT</u> 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 J**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- 6. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
- 7. Except as hereby amended, changed or modified, all other terms, conditions, and provisions of the CONTRACT shall remain in full force and effect.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Page 2 of 4

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT on behalf of the COUNTY, and CONSULTANT has hereunto set its hand the day and year above written.

OWNER: APPROVED AS TO TERMS AND CONDITIONS

By: Deborah Drum, Director

Environmental Resources Management

CONSULTANT: Foth Infrastructure & Environment, LLC

Susan Davis, VP of Risk Management



ATTEST WITNESS:

Signature

<u>Carrie L. Vosku</u> Name (type or print)

ignati

Barbara Braun

Name (type or print)

Page 3 of 4

(SIGNATURE PAGES CONTINUED)

ATTEST:

Joseph Abruzzo Clerk of the Circuit Court & Comptroller

By: _

Deputy Clerk

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: _

Maria G. Marino, Mayor

(Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

 δ By:

Cor: Yelizaveta B. Herman Assistant County Attorney

Page 4 of 4



Exhibit B 2025 - Revised Fee Schedule

Foth Infrastructure & Environment, LLC

Labor Rate by Position October 28, 2024

(r 1/23) Ratas OK

		2025	Revișed Fee Sc	hedul	9
Olsen Title	Foth Olsen Title	2025 ntracted Base Hourly Labor Rate	Contract DLM		2025 ntracted Billing Labor Rate
Principal	Engineer/Scientist VI	\$ 83.57	2.9	\$	242.35
Senior Engineer	Engineer/Scientist V	\$ 61.58	2.9	\$	178.58
Coastal Engr II/III	Engineer/Scientist IV	\$ 42.33	2.9	\$	122.76
Coastal Engr I	Engineer/Scientist III	\$ 37.19	2.9	\$	107.85
None	Engineer/Scientist I	\$ 39.42	2.9	\$	114.32
ACAD Tech/Designer	Technician IV	\$ 32.23	2.9	\$	93.47
Admin	Assistant II	\$ 34.02	2.9	\$	98.66

OVERHEAD (\$/HR) = HOURLY RATE X OVERHEAD% ⁽¹⁾	103.33%
FRINGE (\$/HR) = HOURLY RATE X FRINGE% ⁽¹⁾	59.96%
PROFIT (\$/HR) = HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT%	10.00%

(1) Based upon FAR compliant audit for Olsen.

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AMENDMENT NO. 1 EXHIBIT J

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 <u>Foth Infrastructure & Environment, LLC</u> (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.

<u>Susan N. Davis, VP of Risk Management</u> (Printed name and title of officer or representative)

(Signature of officer or representative) (Printed name and title of off

State of Wisconsin, County of Brown

Sworn to and subscribed before me by means of \square physical presence or \square online notarization this, <u>/</u> day of <u>November</u> <u>2024</u>, by <u>50590</u> <u>Davis</u>.

Personally known \checkmark OR produced identification \Box .

Type of identification produced ______.

and K. Voskin

NOTARY PUBLIC My Commission Expires: State of Wisconsin at large



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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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THIS ADDITIONAL REMARKS FORM IS A SCHI	EDULE TO ACORD FORM,	_	

FORM NUMBER: ______ 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 Insured as respects to General Liability

Waiver of Subrogation applies in favor of Palm Beach County Board of County Commissioners with respects to General Liability.

ACORD 101 (2008/01)

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SR ID: 26323855

BATCH: 3586204 CERT: W34497763

THIS CERTIFICATE IS ISSUED AS A MATTER OF CERTIFICATE DOES NOT AFFIRMATIVELY OF BELOW. THIS CERTIFICATE OF INSURANCE REPRESENTATIVE OR PRODUCER, AND THE C IMPORTANT: If the certificate holder is an ADDI SUBROGATION IS WAIVED, subject to the term certificate does not confer rights to the certificate PRODUCER AON Risk Services Central, Inc.	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER. TIONAL INSURED, the p	Y AND CONFERS N	UU : 1/-	NCE	08/	15/2024
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ACORD 25 (2016/03)

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