

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT No. 1642

with

Aptim Environmental & Infrastructure, LLC



***CONTINUING CONTRACT FOR ENGINEERING SERVICES
for
Marine Engineering Services***

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made on _____, by and between the City of Pompano Beach, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Aptim Environmental & Infrastructure, LLC a Louisiana limited liability company, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-07-22, and Consultant's response attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Douglas W. Mann, PE, D.CE,

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – TERM

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations as negotiated.

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in RLI No. E-07-22, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four Million Dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).

C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City’s representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised

copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Consultant for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 3, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, and/or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice. In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

City shall have the right to terminate this Contract, in whole or in part, for convenience, cause, default or negligence on Consultant's part, upon ten (10) business days advance written notice to Consultant. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 3 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Contract may be extended until said Work is completed and accepted by City.

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

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

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the degree exercised by consultants performing the same or similar services in the same location at the time the services are provided.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

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

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse

during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

A. Consultant shall at all times indemnify, hold harmless the City, its officials, officers, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

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

of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

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

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

ARTICLE 16 – DEBT

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City’s representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City’s prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City’s expense shall be and remain the City’s property and may be reproduced and reused at the discretion of the City.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida’s Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

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

ARTICLE 18 – CONTINGENT FEES

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

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

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

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

If the City elects to make the change, the City shall initiate a Work Authorization Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of seventy five thousand dollars (\$75,000.00), it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Aptim Environmental & Infrastructure, LLC
6401 Congress Avenue, Suite 140
Boca Raton, FL 33487
Attn: Douglas W. Mann, PE, D.CE,

with a copy to Legal Department
 Aptim Environmental & Infrastructure, LLC
 4171 Essen Lane
 Baton Rouge, LA 70809

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City’s interest in promoting the goals and objectives of the projects. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

As of the full execution of this Contract, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the Convicted Vendors List during the term of this Contract, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Article 26 above.

ARTICLE 30 – GOVERNING LAW

This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

ARTICLE 31 – EMPLOYMENT ELIGIBILITY

By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly

hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination

ARTICLE 32 - BINDING EFFECT

The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CITY”

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONSULTANT”

Aptim Environmental & Infrastructure, LLC

Witnesses:

[Signature]
Signature

Stephen Kechn
Name Typed, Printed or Stamped

By: [Signature]
Douglas W. Mann, PE, D.CE, Lead Coastal Engineer

[Signature]
Signature

Steve Andrews
Name Type, Printed or Stamped

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 11 day of October, 2022, by Douglas W. Mann, PE, D.CE, Lead Coastal Engineer of Aptim Environmental & Infrastructure, LLC, a Louisiana limited liability company, authorized to do business in Florida, on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Tracie H. M. Cauley
NOTARY PUBLIC, STATE OF ~~LOUISIANA~~ Florida

Tracie H. M. Cauley
(Name of Acknowledger Typed, Printed or Stamped)

HH 272308
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-07-22**

**CONTINUING CONTRACT FOR
MARINE ENGINEERING SERVICES**

**VIRTUAL ZOOM OPENING:
February 24, 2022, 2:00:00 P.M.**

For access go to:

<https://pompanobeachfl.gov/pages/meetings>

Issue Date: January 24, 2022

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
E-07-22

CONTINUING CONTRACT FOR MARINE ENGINEERING SERVICES

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") and the Pompano Beach Community Redevelopment Agency (CRA) invite professional companies/firms to submit qualifications and experience for consideration to provide marine engineering services to the City and the CRA on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), February 24, 2022.** Proposals must be submitted electronically through the eBid System on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this Solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://www.pompanobeachfl.ionwave.net>. The City and the CRA are not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

Introduction

The City of Pompano Beach (City) and the Pompano Beach Community Redevelopment Agency (CRA) are seeking qualified engineering companies/firms to work on various projects for the City and the CRA. The projects range in magnitude from small-scale to large or specialized designs.

The types of projects to be undertaken may include, but are not limited to:

- Bridges
- Seawalls
- Docks
- Piers
- Boat ramps
- Jetties

- Stormwater outfalls
- Survey and mapping
- Canal dredging
- Beach renourishment
- Studies, evaluations, & assessments.
- Design and construction documents.
- Permitting
- Inspections
- Grant assistance
- Coordination with regulatory agencies (County, ACOE, SFWMD, etc.)

A. Scope of Services

The City and the CRA intends to engage one or more qualified marine engineering companies/firms to provide continuing professional services to the City and the CRA for various projects as-needed. Professional services under this agreement/contract will be restricted to those required for any project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

The scope of services may include, but is not limited to, the following:

- Studies, assessments, evaluations, designs, construction documents, permitting, inspections, etc., related to marine environment.

Firms must have previous municipal experience and must have staff that possess a Florida Certificate of Registration as a professional engineer and surveyor, with a minimum of five (5) years of experience on technically complex marine projects in Southern Florida.

B. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the awarded firm to be provided to the City or CRA. Forms shall be completed in their entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Consultant will be required to provide all applicable insurance requirements.

C. Term of Agreement/Contract

The Term of this Agreement/Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the Consultant or the CRA and Consultant. City or the CRA reserves the right to negotiate the term of its respective contract with the awarded Consultant/Consultants.

D. Project Web Requirements:

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants.** No additional software will be required.

Lead Consultant and Sub-Consultants shall have the responsibility for logging into the project website on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

E. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this Solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the agreement/contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the agreement/contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the agreement/contract.

Please note that while no goals have been established for this Solicitation, the City encourages Local Business participation in all of its procurements.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the agreement/contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the agreement/contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in this solicitation.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, consultants or sub-consultants who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five (5%) percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half (2 ½) percent of total score.
3. It is the responsibility of the awarded contractor/vendor to comply with all Tier 1 and Tier 2 guidelines. The awarded contractor/vendor must ensure that all requirements are met before execution of an agreement/contract.

F. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB, the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled.

Title page:

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their company/firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the Proposer's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to Proposer's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically, identify the management plan (if needed) and provide an organizational chart for the team. The Proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the coordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope of Services section of this solicitation. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five (5) years) where the team members have performed similar projects previously.

Resumes of Key Personnel:

Include resumes for key personnel for prime and subconsultants.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also, identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out your companies/firm's performance, including status/outcome.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the agreement/contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to

evaluation that demonstrates the Proposer's ability to perform the resulting agreement/contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the agreement/contract. Proposers shall provide a complete financial statement of the companies/firm's most recent audited financial statements, indicating organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "FINANCIAL STATEMENTS"" and marked "CONFIDENTIAL".

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation's response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserves the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past three (3) months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last two (2) years
- 4) Letter from CPA showing profits and loss statements (certified)

G. Insurance

The Contractor shall not commence services under the terms of this agreement/contract until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any queries and proof of the

requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City and the CRA for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City and the CRA as an additional insured on all such coverage.

Throughout the term of this agreement/contract, the City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this agreement/contract, including limits, coverages or endorsements. The City and the CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City and the CRA review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under this agreement/contract.

Throughout the term of this agreement/contract, The Contractor and all subcontractors/subconsultants or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance.
 - (a) Naming the City of Pompano Beach and Pompano Beach Community Redevelopment Agency as an additional insured as City's and CRA interests may appear, on General Liability Insurance only, relative to claims which arise from the Proposer's negligent acts or omissions in connection with Contractor's performance under this agreement/contract.
 - (b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
	hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors'	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.

XX comprehensive form
 XX owned
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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(c) If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions set forth in the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY	Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
___ Network Security / Privacy Liability		
___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)		
___ Coverage shall be maintained in effect during the period of the agreement/contract and for not less than four (4) years after termination/ completion of the agreement/contract.		

3. Employer's Liability. If required by law, the Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this agreement/contract, insurance is required of the Awarded Proposer, the Awarded Proposer shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and

(d) A provision in all policies affording thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing Company/Firm shall provide thirty (30) days written notice to the City and the CRA.

6. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the City and the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement

shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such an agreement/contract on a pre-loss basis.

H. Selection/Evaluation Process

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified firm(s)/company(ies). The Committee (Committee) will present their findings to the City Commission and the CRA Board.

Proposals will be evaluated using the following criteria:

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the company's/firm's d. Previous projects performed for the City and the CRA (provide description) e. Litigation within the past five (5) years arising out of company's/firm's performance (list, describe outcome)	0-40
2	Qualifications of personnel including sub-contractor/ sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: e. Number of licensed staff d. Education of staff e. Experience of staff on similar projects	0-35
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-15
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10
	Total	100

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company/firm.

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short-listing purposes. After an initial review of the proposals, the City may invite Proposers for an interview to discuss the proposal and meet company/firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City and the CRA shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three (3) responses are received, the Committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three (3) company's/firms deemed to be the most highly qualified to perform the service. If three (3) or fewer company's/ firms respond to this solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise this solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the CRA and all of their respective officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its sub-contractors /sub-consultant will be liable under this section for damages arising out of

injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or CRA or any of their respective officers, agents or employees.

J. Right to Audit

Awarded Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, sub-contract/sub-consultants files (including proposals of Successful and Unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to Awarded Proposer pursuant to the agreement/contract.

The City agent or its authorized representative shall have access to the Awarded Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The City agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer shall require all sub-consultants/sub-contractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the contract.

K. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Florida Statutes Chapter 119. The Awarded Proposer/Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer/Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service;

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Awarded Proposer/Contractor does not transfer the records to the City; and
5. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the agreement/contract, the Awarded Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City or CRA employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City and the CRA. In addition, only communications, which are in writing from an authorized representative of the company/firm will be recognized by the City as duly authorized expressions on behalf of the respective company/firm.

M. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City and the CRA.

N. Independent Contractor

The Awarded Proposer will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City and the CRA. Personnel policies, tax

responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

O. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Agreement/Contract Terms

The agreement/contract resulting from this solicitation shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this solicitation, together with the awarded proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney and the CRA Attorney.

If the City or the CRA defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Awarded Proposer r agrees to reimburse the City or the CRA for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the agreement./contract resulting from this solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. Survivorship Rights

The agreement/contract resulting from this solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

T. Acceptance Period

Proposals submitted in response to this solicitation must be valid for a period no less than one hundred and twenty (120) days from the closing date of this solicitation.

U. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date as written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as written or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System only and no alteration of any kind has been made to this solicitation. Exceptions or deviations to this proposal may not be added after the due date.

All Proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

V. Standard Provisions

1. Governing Law

Any agreement resulting from this solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Awarded Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Florida Statute, Section 112.313.

4. Drug Free Workplace

The selected company(ies)/firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, Section 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on an agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, consultant or sub-consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Awarded Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Awarded Proposer and his surety shall indemnify and hold harmless the City and the CRA from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City and the CRA from any cost, expense, royalty or damage which the City and the CRA may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Company(ies)/Firm(s) are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated agreement/contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Section 119 or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under Florida Status Section 119.10, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

W. Questions and Communication

All questions regarding this solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this solicitation.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this solicitation, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the City's Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Each addendum will be posted to the solicitation in the eBid System.

Y. Contractor Performance Report

The City and the CRA will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as Exhibit to this solicitation.

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI _____, _____
 (Number) (Title)

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this solicitation. I have read this solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

PROJECT TEAM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI NUMBER # _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent (Vendor) Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this Solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this Solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.313.

No ___ Yes ___

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? Yes No

City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Local Business Subcontractors (21) \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
-----------------------------------------------------	----------------------------------------------------	------------	-----------

Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RLI Number _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(es) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RLI Number _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI NUMBER _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.)
You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

Online Questions & Answers

Event Information

Number: E-07-22
 Title: Continuing Contract for Marine Engineering Services
 Type: Request for Letters of Interest
 Issue Date: 1/24/2022
 Question Deadline: 2/24/2022 02:00 PM (ET)
 Response Deadline: 2/24/2022 02:00 PM (ET)
 Notes:

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") and the Pompano Beach Community Redevelopment Agency (CRA) invite professional companies/firms to submit qualifications and experience for consideration to provide marine engineering services to the City and the CRA on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), February 24, 2022.** Proposals must be submitted electronically through the eBid System on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this Solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://www.pompanobeachfl.ionwave.net>. The City and the CRA are not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

Published Questions

Question: You ask for references for past projects in the tri-county area. Is it ok to present ongoing projects that are not yet completed?

Answer: Yes, it is ok however, preference will be given to applicable, completed projects.

Asked: 2/14/2022 12:21 PM (ET)

Question: Regarding the "Project Team" form, the firm requests certain positions and specialty services that we do not intend on including in our response. Are we free to edit the form to use the positions and subconsultant services we intend to provide (while still providing all requested information such as Education or Addresses), or do we need to use the form "as is" and do our best to convey the information? Thank you.

Answer: For consistency, please use the form as-is.

Asked: 2/9/2022 03:17 PM (ET)

Question: Besides the forms which are included in the Attachments, are we required to submit the additional forms which are included in the RFQ ('Contractor Performance Report' and 'Local Business Subcontractor Utilization Report')?

Answer: No, the "Contractor Performance" and "Local Business Utilization" reports are tools the City uses to track compliance by the awarded firm. They are not to be submitted.

Asked: 2/9/2022 10:26 AM (ET)

Question: In regards to the Schedule requirement on page 6. Will the City be providing a sample or specific project to set the schedule to?

Answer: Schedule requirements are not applicable at this time.

Asked: 2/9/2022 09:36 AM (ET)

Question: For the past project "References" would the City expand the tri-county area to include Monroe County?

Answer: Yes we would, although our preference is within tri-county.

Asked: 2/4/2022 01:22 PM (ET)

Question: Is the Tier 1/ Tier 2 compliance form only for the Prime?

Answer: Yes.

Asked: 2/4/2022 08:35 AM (ET)

Question: A) Is this a project where you are expecting services from vendors or from an engineering company?

B) Is this for vessel and/or marinas?

Answer: *A) This will not be for one project only but various types of projects throughout a 5 year period, and services we are expecting will be from engineering firms.*

B) This will not include vessels, but may include design for new or rehabilitation of jetties, seawalls, docks, piers, bridges, bathymetric surveys for canal dredging, seawall condition assessments, etc.

Asked: 2/1/2022 08:42 AM (ET)

Question: Is it required for the prime to have both an engineering and surveying license, or can a subconsultant fulfill one of those requirements?

Answer: It is not required, a subconsultant can fulfill that role if need be.

Asked: 1/26/2022 05:34 PM (ET)



Supplier Award

E-07-22

**Continuing Contract for Marine Engineering
Services**

Award Date: 5/10/22

Aptim Environmental & Infrastructure, LLC

Contact Information

Contact: Jeff English

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: purchasing@copbfl.com

Aptim Environmental & Infrastructure, LLC

Address: 6401 Congress Avenue
Suite 140
Boca Raton, FL 33487
Phone: (561) 391-8102

Supplier Note

APTIM's submittal to the RLI is uploaded. If you should have any questions or need anything further, please feel free to reach out to Douglas Mann at 561.400.7766 or douglas.mann@aptim.com. Thank you.



E-07-22

**Aptim Environmental & Infrastructure, LLC
Supplier Response**

Event Information

Number: E-07-22
 Title: Continuing Contract for Marine Engineering Services
 Type: Request for Letters of Interest
 Issue Date: 1/24/2022
 Deadline: 2/24/2022 02:00 PM (ET)
 Notes: Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") and the Pompano Beach Community Redevelopment Agency (CRA) invite professional companies/firms to submit qualifications and experience for consideration to provide marine engineering services to the City and the CRA on a continuing as-needed basis.
 The City will receive sealed proposals until **2:00:00 p.m. (local), February 24, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.
 Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this Solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://www.pompanobeachfl.ionwave.net>. The City and the CRA are not responsible for the accuracy or completeness of any documentation the Proposer receives from any

source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Aptim Environmental & Infrastructure, LLC Information

Address: 6401 Congress Avenue
Suite 140
Boca Raton, FL 33487
Phone: (561) 391-8102

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Tracie McCauley

Signature

Submitted at 2/24/2022 10:23:42 AM

tracie.mccauley@aptim.com

Email

Supplier Note

APTIM's submittal to the RLI is uploaded. If you should have any questions or need anything further, please feel free to reach out to Douglas Mann at 561.400.7766 or douglas.mann@aptim.com. Thank you.

Requested Attachments

Proposal

APTIM City of Pompano Beach E-07-22.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Financial Statement

APTIM E&I LLC 2020 Reviewed Financials 10.07.2021.pdf

Will remain confidential pursuant to section 119.071 of the State of Florida Statutes.

Tier 1/ Tier 2 Local Business Form

APTIM Tier 1 and Tier 2 Form.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.

Local Business Program Forms

APTIM Local Business Program Forms.pdf

These forms are to be completed and uploaded to the Response Attachments tab. Online Only

Proposer Information Page

APTIM Proposer Information Page Form.pdf

Proposer Information Page Form is to be included in your proposal that must be uploaded to the Response Attachments Tab.

Minority Business Enterprise Participation Form

APTIM Minority Business Enterprise Participation Form - RLI.pdf

If your firm or any sub-consultant is a certified minority business enterprise this form must be completed and included with your proposal. If any members of your team are a certified Minority Business Enterprise copies of their certifications must be included in your submittal.

Project Team Form

APTIM Project Team Form.pdf

Project Team Form is to be included in your proposal that must be uploaded to the Response Attachments Tab.

Bid Attributes

1 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

3 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

 Respond Yes (Respond Yes)

4 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

5 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.



CONTINUING CONTRACT FOR MARINE ENGINEERING SERVICES

CITY OF POMPANO BEACH
Request for Letters of Interest E-07-22

DUE: FEBRUARY 24, 2022



TITLE PAGE

Solicitation No. E-07-33 | Continuing Contract for Marine Engineering Services

Title Page

Continuing Contract for Marine Engineering Services

Solicitation No. E-07-22

Date Due: February 24, 2022

Submitted by:

Aptim Environmental & Infrastructure, LLC
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Boca Raton, FL 33487
Douglas W. Mann, PE, D.CE, Lead Coastal Engineer
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Submitted to:

City of Pompano Beach and Pompano Beach Community Redevelopment Agency
Jeff English, Purchasing
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

APTIM agrees with all terms, conditions, and provisions included in the solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item for a period of 180 calendar days from receipt of offers.

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this proposal.

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LETTER OF TRANSMITTAL



February 24, 2022

Jeff English
Purchasing
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
954.786.4098
purchasing@copbfl.com

Subject: Letter of Interest E-07-22; Continuing Contract for Marine Engineering Services

Dear Mr. English:

Aptim Environmental & Infrastructure, LLC (APTIM) welcomes this opportunity to provide our letter of interest and qualifications for your consideration to serve as a coastal and marine engineering consultant to the City of Pompano Beach. As a coastal consultant, APTIM understands and supports the City's goals and has assembled a team to serve your coastal and marine infrastructure program.

APTIM recognizes that the City is in the process of a grand revitalization of its beach area, its waterways, and other key commercial districts in the City. We continue to appreciate the opportunity that the City has granted us to participate in some of these projects. We hope our continued services will assist the City in reaching its goals for these areas to support its residents and visitors alike.

APTIM is uniquely positioned to provide coastal and marine engineering services to the City of Pompano Beach due to our in-house multidisciplinary capabilities, decades of experience, and local presence. Since 1984, APTIM (along with legacy firms) has provided comprehensive coastal and marine engineering, hydrographic and geophysical surveys, and environmental services to local governments throughout the nation and Florida from our Boca Raton office. Our services have supported a wide variety of multifaceted coastal engineering projects, including beach and dune nourishment, seawalls, piers, boat ramps, inlet management through dredging and sand bypassing, and artificial reef projects. APTIM has implemented more than 100 beach and dune nourishment projects and nearly 50 coastal structure projects for private, municipal, state, and federal clients.

APTIM offers a multidisciplinary "team" approach that includes a broad range of coastal services in-house. Our full-time specialized staff working in our Boca Raton office includes coastal engineers, numerical modelers, geologists, marine biologists, surveyors, and GIS/CAD specialists. For decades, our integrated disciplines have worked together to develop and implement coastal projects using a collaborative approach. Throughout our years of working with local governments such as the City of Pompano Beach, we have recognized one of the keys to successful project implementation is maintaining direct contact between our specialized team members at all stages of projects. This approach facilitates efficiency and promotes specialized collaboration between the client and APTIM staff.

Expect the Extraordinary.

APTIM.com



APTIM has included The Chappell Group as a sub-consultant on this submittal. The Chappell Group is located in Pompano Beach and is a certified WBE/DBE/SBE firm that specializes in environmental services.

Below are the two representatives for this proposal. Beau Suthard is APTIM's Coastal Market Program Director and is located in APTIM's Tampa office and is authorized to bind the firm, and Douglas Mann who is APTIM's Lead Coastal Engineer, located in Boca Raton and will be the Project Manager for this contract.

We thank you for the opportunity to continue to serve you.

Kind Regards,
Aptim Environmental & Infrastructure, LLC

A handwritten signature in blue ink, appearing to read "Beau Suthard".

Beau Suthard, P.G.
Program Director
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Direct line: 727 374 2150

A handwritten signature in blue ink, appearing to read "Douglas W. Mann".

Douglas W. Mann, P.E., D.CE.
Lead Coastal Engineer
Email: Douglas.mann@aptim.com
Direct line: 561 361 3148

TECHNICAL APPROACH

Technical Approach

General Approach

Marine engineering projects frequently involve the replacement and/or rehabilitation phase of original constructed works rather than new structures. For these types of works, we utilize the following incremental approach.

- 1. Data Collection.** This includes inspecting the condition of the existing infrastructure and determining its condition and whether it can be repaired to extend its useful life, or whether replacement is appropriate. This phase also includes topographic and hydrographic surveying to quantify where the infrastructure and adjacent waters are located. A marine benthic survey is performed to collect information on the presence or absence of seagrasses and other marine life. Geotechnical data is collected as appropriate to support the design. These surveys assist in the identification of project constraints and regulatory review.
- 2. 30% Design.** This level of design analyzes the collected data, assists in identifying project goals, and determines the feasibility of one or more alternative designs. Preliminary cost estimates are prepared. Alternatives are summarized and 30 percent plans consisting of plan view drawings and select cross sections. Engineering is at a conceptual to feasibility level and determines that solutions exist that meet our client's goals. Depending on the conditions of the site and the proposed designs, pre-application meetings with the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, and Broward County may be held. Plans/reports are shared with the City for direction, input, and feasibility assessment. As appropriate, public input is received via stakeholder meetings.
- 3. 60% Design.** For most marine design projects, this phase is used to apply and process the required environmental permits. Also, during this time, the details of the engineering are worked through to facilitate a complete design, though all details may not be shown. Continued coordination with the City occurs. Cost estimates are updated and reported to the City. If City planning department reviews need to occur, they are undertaken at this time.
- 4. 90% Design.** During this phase, the engineering design details are completed, the technical specifications are drafted, and the final cost estimates are prepared. Any regulatory restrictions are incorporated into the plans and technical specifications. Draft plans and technical specifications are prepared for the City's review and final input.
- 5. 100% Plans.** All final comments are incorporated into the plans and specifications and bid ready documents are produced.

Schedule Management

Schedule management is a key part of any coastal and marine engineering project. Our project managers can utilize GANTT project scheduler to assist in the overall management of the schedule. All our project managers utilize internal kickoff meetings to alert our teams as to the client's needs, goals and expected schedules. From the kickoff meeting, tasks are assigned with schedules and internal deliveries to the project manager. The managers track milestones on a weekly basis checking in with the key staff to make sure deadlines are met. Overall staffing is monitored monthly by our directors to meet all of our clients' needs collectively. Staff can be reassigned as needed to meet short term deadlines.

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Coastal and marine projects usually require permits from the environmental agencies. While FDEP and Broward County have regulated timelines associated with their reviews, the U.S. Army Corps of Engineers does not. This can be overcome by the implementation of pre-application meetings/conference calls to alert the agency that the application is forthcoming, and to determine in advance any specific application requirement unique to any project. This reduces or avoids time consuming application revisions. We have found that this one process can assist our clients in better managing schedule expectations for coastal and marine projects.

Project Cost Control

APTIM utilizes two strategies to help maintain engineering budgets. These include lump sum contracting with our clients so that our clients know what services they are contracting for and what the final cost of those services will be. Secondly, our project managers are updated weekly on the expenditures on their jobs to assist in tracking project costs. In these ways, we assist our clients in managing engineering costs and expectations.

Project Specific Expertise

▶ Seawalls

As a routine part of our business, some of our clients request that we assist them with the design and permitting of seawalls and bulkheads. Permitting seawalls on the ocean is a complex process involving beach armoring permits seaward of the Coastal Construction Control Line. APTIM is experienced in this type of permitting, both the technical design presentation and the negotiation of a site plan which is acceptable to FDEP and the Florida Fish and Wildlife Conservation Commission, who are verifying that the project does not harm nesting sea turtles. Several examples include: Seawinds Condominium in Singer Island-900-foot-long oceanfront seawall, Eastpointe II Seawall (designed and permitted, but never constructed) in Singer Island and the Hillsboro Yacht Villas in Hillsboro Beach.

▶ Intracoastal Bulkheads



Yacht & Racquet Club of Boca Raton

Permitting of Intracoastal Waterway bulkheads are generally more straight-forward, but the regulatory review also involves the U.S. Army Corps of Engineers and the federal environmental resource agencies. The principal concerns are impacts to seagrass beds, manatees, navigational impacts, and acoustic impacts to marine fish and mammals. APTIM examples include: a 600-foot bulkhead at Veterans Park in Delray Beach, and a 1700 linear foot bulkhead at the San Remo Club in Boca Raton. We are currently working with the Yacht & Racquet Club of Boca Raton on their 400 feet of bulkhead, which is in the 30% design phase.

▶ Docks

In the last several years, several of our long-term clients have invited us to assist them in repairing their aging waterfront infrastructure and/or amend their existing infrastructure. These projects include the following:

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- › Collier County: Caxambas Pass Park, bulkhead, dock, and single boat ramp replacement. Currently in 30% design phase.
- › Collier County: Collier Boulevard Boat Ramp Park, adjacent bulkhead repair, floating dock addition. Currently in construction.
- › Collier County: Cocohatchee River Park, floating dock addition. Currently in 90% design phase.



Caxambas Boat Ramp



Cocohatchee Floating Dock



Collier Boulevard Boating Park Facility Floating Dock

▶ Piers

Fishing piers in the Atlantic Ocean are subject to extreme wave forces which must be incorporated into the structural design of fishing piers. APTIM was retained by WGI to assist them in wave force evaluations, and also the environmental permitting services associated with the City of Pompano Beach fishing pier. APTIM designed and continues the monitoring of an artificial reef offshore of the fishing pier which was required by the regulatory agencies to offset environmental impacts. In addition, APTIM did a wave load evaluation for the City of Deerfield Beach Ocean Pier after the passage of Hurricane Sandy.

▶ Boat Ramps

Within the last 3 years, several of our long-term clients have requested our marine engineering services to repair or replace existing boat ramps within their jurisdictions. With the continued growth of boating, boater demands, larger and more powerful boats, the ramps that were constructed in the 1960's through the 1980's are approaching the end of their service lives and occasionally failing to meet the needs of boaters. In addition, the long-term effects of sea level rise are affecting the usability of the ramps particularly at high tide, or king tides. Active projects include the following:



Sandsprit Park Boat Ramp

- › Martin County: Sandsprit Park Boat Ramp Improvements, two ramps and infrastructure replacement. Currently in 90% design.
- › Martin County: Stuart Causeway Boat Ramp Improvements, single ramp and infrastructure replacement. Currently in 30% design phase.

Stuart Causeway Boat Ramp

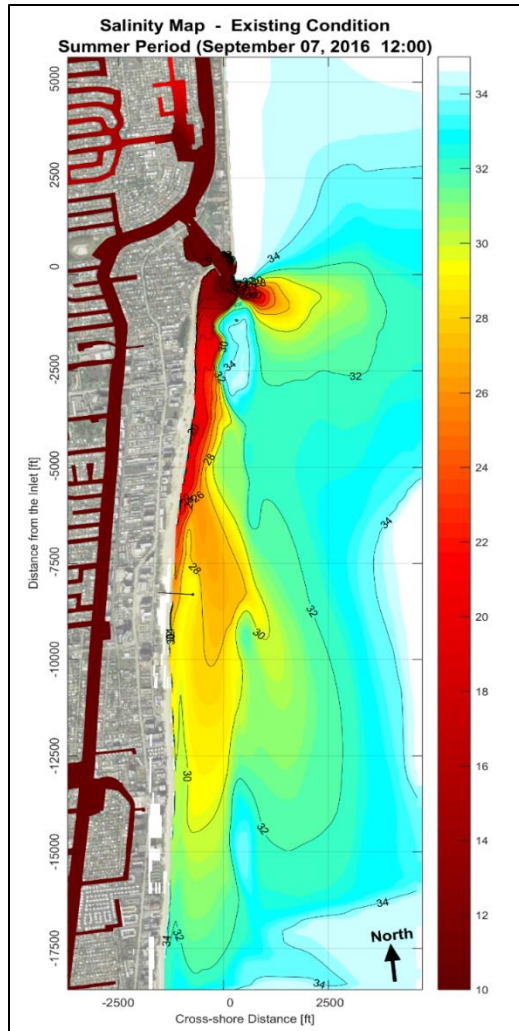


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- › Collier County: Collier Boulevard Boating Park Facility, adjacent bulkhead repair, floating dock addition. Currently in construction.
- › Collier County: Caxambas Pass Park, bulkhead, dock, and single boat ramp replacement. Currently in 30% design phase.

▶ Jetties

In working in and around coastal inlets, some of our governmental clients have requested our expertise in assessing, designing, permitting, and providing construction engineering services to repair, and/or modify existing jetties. A few recent example projects are provided to demonstrate our expertise:



Hillsboro Inlet Plume Analysis

1. City of Pompano Beach, Hillsboro Inlet Plume Analysis. Preliminary numerical modeling was simulated to determine the causes of freshwater discharges reaching the southerly beaches of Pompano Beach and to determine the likelihood that modification of the south jetty at Hillsboro Inlet could improve the situation. Recommendations for further investigation and coordination with the Hillsboro Inlet District were provided. 2018. Engineer of Record: Douglas W. Mann, P.E.

2. City of Boca Raton, North Jetty Weir Relocation. Around 2006, the City of Boca Raton requested APTIM design a relocation of the north jetty weir section to better stabilize the beaches on the north side of the inlet, while maintaining bypassing of sand across the weir jetty to the inlet where it is dredged to the south beach. The outer breakwater section was also rebuilt. Project was successfully implemented. Engineer of Record: Douglas W. Mann, P.E.

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▶ Stormwater Outfalls

With the combination of rising sea level and king tides, Intracoastal fronting communities are occasionally facing backflows through stormwater systems resulting in flooding of streets. In some situations, the municipalities do not have data regarding the details of the discharge ends of their stormwater system and do not have a condition assessment of the outfalls. APTIM has been requested to assist the following communities to better manage their stormwater outfalls:

- ▶ City of Delray Beach, Seawall Vulnerability Analysis; condition assessments, stormwater pipe invert surveying, and mapping. 2017.



Stormwater outfall assessment.



Vulnerability assessment of City seawalls.

- ▶ Town of Longboat Key, Sea Level Rise Risk Assessment; invert surveying, inlet surveying, and mapping. 2020.
- ▶ Town of Carolina Beach, NC; condition assessment. 2019.

▶ Survey and Mapping

APTIM has surveyed the Broward County beaches for many years which include those within the City of Pompano Beach. This work has been performed as part of a Joint Venture for the County. These surveys are used to assist the county in managing the overall performance of the various beach nourishment projects and design future nourishment efforts.

APTIM maintains an in-house survey crew to support our clients' needs. As part of our overall encompassing beach nourishment/renourishment projects, surveys run the range from topographic and bathymetric surveys to boundary work as well. We have the in-house capability of providing 3D scanning of infrastructure and have utilized Unmanned Aerial Systems (UAS, or drones) to undertake topographic measurements. These surveys are frequently used to assist our clients with infrastructure development and management.

APTIM conducted a hydrographic survey of approximately 3.5 linear miles of 16 canals in the City of Deerfield Beach to assist the City in monitoring the navigable depths within the canal system.

▶ Canal Dredging

APTIM is prepared to assist the City of Pompano Beach to dredge and maintain navigation within its canal system. APTIM performed the first canal maintenance dredging project for the Town of Longboat Key. The project involved the removal of 25,000 cubic yards of sediment from 40 canals that connect to Sarasota Bay. A seagrass mitigation project was included to offset to incidental impacts to seagrasses within Sarasota Bay.

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APTIM is currently working for Palm Beach County to dredge the flood shoal (sand trap) at South Lake Worth Inlet. This project involves many of the same types of dredges and dredging techniques as a canal dredging project. The work is in the 60% design phase.

▶ Beach Renourishment

APTIM is a nationwide leader in beach nourishment design, permitting, and construction engineering services. APTIM has completed over 100 beach nourishment assignments for our governmental clients. We have worked on the City's beaches, through our joint venture, for Broward County for the last 20 years. The joint venture continues to provide ongoing monitoring services to Broward County in support of the beaches of the City of Pompano Beach.

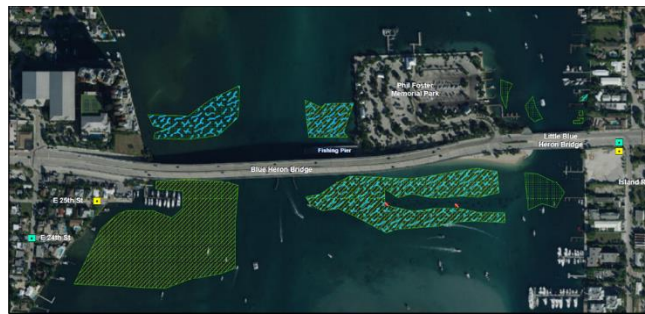
APTIM was also retained by a resident of Pompano Beach to provide coastal engineering consultation services on how to approach the County and the U.S. Army Corps of Engineers to request that the USACE perform post-storm repairs to the northern beaches of the City. This renourishment is now being actively processed by the USACE.

APTIM was retained by Broward County in 2013/2014 to monitor the construction of a federal beach repair within the City of Fort Lauderdale. Services included sediment quality control and pre and post nourishment beach profile surveying.

▶ Studies, evaluations, & assessments

Our clients frequently ask APTIM to assist them with documenting our investigations and presenting the information in report form. These studies are frequently the basis for municipal staff discussions, and recommendations and elected officials' decision making. In the marine environment, these investigations may include engineering, environmental, or even economic analyses.

As an example of the type of studies we are often asked to perform, APTIM conducted required benthic surveys for several projects in Broward and Palm Beach counties for Chen Moore and Associates. These projects involve installing or repairing subaqueous force main and water main crossings under waterways ranging from wide sections of the Intracoastal Waterway near Blue Heron Bridge to narrow sections of the New River in Ft. Lauderdale. These surveys were conducted to determine the presence and extent of benthic resources in the project area to support the project design and protection of benthic resources.



***Benthic Survey
Blue Heron Bridge, Riviera Beach, FL***

▶ Design and Construction Documents

APTIM routinely prepares construction documents for our clients and assists them in understanding the general and technical conditions of the contract. We utilize time tested specifications that protect our clients and manage risk with the contractor. Our plans are quality controlled by senior engineers prior to their release.

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▶ Inspections

APTIM engineers routinely make construction inspections of projects to verify compliance with the contract documents, and regulatory permits. APTIM offers these services on a variable frequency basis from limited observations to full time (resident) inspections. APTIM typically utilizes a team approach to these observations whereby our field engineers work under the direct supervision of a seasoned professional engineer. In this manner, we are able to keep our engineers of record informed with reduced visits to the project site.

▶ Grant Assistance

APTIM has served many of our clients through assisting them with grant funding. Our beach nourishment and inlet management clients frequently obtain State funding from Florida Department of Environmental Protection through Local Government Funding Requests. These requests require detailed attention to a number of funding factors that are codified in the Florida rules and Statutes. APTIM has assisted our clients in qualifying for millions of dollars in beach funding.

Recently, we have been assisting the Town of Longboat Key in obtaining funding from the Florida Department of Environmental Protection to assist them in their resiliency studies.

Two years ago, we assisted the State of Delaware in applying for, and receiving, a National Fish and Wildlife Federation grant to explore resiliency opportunities with beneficial use of sediments adjacent to two river entrances to Delaware Bay.

While not specifically identified within this project's organizational chart, APTIM does have FEMA and HUD specialists to assist our clients during post disaster and recovery efforts. While we hope the City does not require their assistance, they are available if disasters occur.

▶ Permitting and Coordination with regulatory agencies (County, USACE, SFWMD, etc.)

APTIM provides our clients with in-house environmental permitting services. All of our engineers are experienced in the procedures associated with environmental permitting with the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida Water Management District. We also have some experience processing project permits through Broward County Growth Management Department. As part of this RLI, we have retained the Chappell Group to assist us in these regulatory actions.

SCHEDULE

Schedule

Pursuant to the City's response to questions, a project specific schedule is not required as part of this submittal.

REFERENCES

References/Past Projects

The following projects provide an overview of the types of coastal and marine engineering services (and related services) that meet our clients' needs. The City is encouraged to review the select projects. Points of contact are provided if the City desires to directly contact the neighboring municipalities.

BROWARD COUNTY SHORE PROTECTION PROJECTS

Broward County, Florida

PROJECT OVERVIEW

Since 1997, APTIM, in conjunction with our Joint Venture partner, has represented Broward County for the construction and management of its reimbursable Federal Shore Protection Program, including Segments II and III. These projects total approximately 19 miles of shoreline, and were constructed in 2016 and 2005-06, respectively.

APTIM, in cooperation with our Joint Venture partner, completed a General Reevaluation Report and an Environmental Impact Statement (EIS) in 2004 for Broward County's Segment II and III projects. This included an assessment of erosion conditions, federal beach design formulation, geotechnical investigations, and an economic evaluation. Our professionals prepared and integrated the required design, modeling and geotechnical documentation into the EIS document. The engineering and biology staff of both companies and the County cooperatively designed the beach and nearshore hardbottom mitigation projects.

The Segment III project was constructed in 2005, and the anticipated burial of 7.6 acres of nearshore hardbottom required 8.9 acres of mitigative reef. Services provided by APTIM included construction monitoring of: pipeline corridor mapping and monitoring, bi-weekly pipeline inspections during construction to check for leaks, long-term coral community health assessments, in-water sea turtle enumeration, nearshore hardbottom monitoring and artificial reef monitoring.



For the Segment II portion of the project, APTIM, in cooperation with our Joint Venture partner, generated an Environmental Assessment (EA) and contributed to the Limited Reevaluation Report (LRR) for the Segment II project allowing the use of upland

sand sources and truck haul. APTIM biologists conducted a baseline biological characterization of the nearshore habitat to provide a comprehensive and updated inventory of the benthic resources adjacent to the project area. Through extensive coordination with FDEP, USACE, NMFS, and USFWS, we developed a hard bottom mitigation plan, a biological monitoring plan for the nearshore hardbottom and the mitigation reef, and a coral relocation plan. In support of Section 7 Consultation of the Endangered Species Act, APTIM produced a Biological Assessment (BA) as well an updated EFH Assessment. The Segment II project was constructed in 2016 and construction of the mitigation reef for the project is anticipated to be complete in 2022, with APTIM assisting with construction administration and monitoring. Overall, 710,300 cubic yards of sand was placed within the project area from the Ortona upland sand mine. The most recent project accounted for sea level rise within its design, and this volume was included within the total amount of fill placed. Additionally, APTIM is currently conducting the permit required post-construction beach profile monitoring surveys.

DATES OF SERVICE

1997-Ongoing

RELEVANCE/HIGHLIGHTS

- ▶ Engineering and Design
- ▶ State and Federal Permitting
- ▶ Environmental Assessment (EA) for NEPA compliance
- ▶ Agency and Stakeholder Coordination
- ▶ Geotechnical and Geophysical Investigations
- ▶ Biological Monitoring and Mitigation Planning
- ▶ Bathymetric and Topographic Survey
- ▶ Artificial Reef Design and Monitoring
- ▶ Plans and Specifications
- ▶ Construction Management
- ▶ Permit Compliance

CLIENT REFERENCE

**Jennifer Jurado Deputy Director
Broward County**

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Telephone: 954.519.1464
jjurado@broward.org

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In 2013, the County retained APTIM to assist with a post-storm recovery beach nourishment along southern Ft. Lauderdale to improve storm protection to S.R. A1A. APTIM provide construction contract administration services, water quality sampling, and pre- and post-construction surveys.

In 2022, Broward County has requested additional services including ongoing beach profile surveys in Segment II and a detailed investigation into sediment movements associated with locally constructed and federally constructed (FCCE) beach nourishments.

PALM BEACH COUNTY COASTAL ENGINEERING SERVICES

Palm Beach County, Florida

PROJECT OVERVIEW

South Lake Worth Inlet Sediment Budget Update

APTIM recently completed a periodic update to the sediment budget for the South Lake Worth Inlet in partial fulfillment of the FDEP adopted inlet management plan (IMP). This work includes reviewing beach and inlet survey data, volumetric analyses to quantify the measured volumetric changes north, south and within the inlet's area of influence, and participation in Technical Advisory Committee (TAC) meetings. APTIM has previously estimated production rates in 2018 and 2016 of sand bypassed by the sand transfer plant using pre- and post-dredge survey measurements. This effort provided the County with an updated sediment budget based on a thorough analysis of historic and current data.



South Lake Worth Inlet Park Seawall Replacement Project

Palm Beach County retained APTIM in the fall of 2021 to design and permit new seawalls along 1100

linear feet of parks on both sides of the South Lake Worth Inlet. Seawall replacement design will incorporate the restrictions of a fully developed upland area, fishing access to the seawall cap, and the strong tidal currents of the inlet.

DATES OF SERVICE

2013-Ongoing

RELEVANCE/HIGHLIGHTS

- ▶ Coastal Engineering
- ▶ Public Meetings
- ▶ Design
- ▶ Permitting
- ▶ Hydrographic Survey
- ▶ Geotechnical and Geophysical Investigations

CLIENT REFERENCE

David Swigler, P.E.

Palm Beach County

2300 N. Jog Road, 4th Floor

West Palm Beach, Florida 33411

dswigler@pbcgov.org

Telephone: 561.233.2456

Bonefish Cove Hydrographic Survey and Geotechnical Investigation

APTIM was contracted by Palm Beach County to provide hydrographic surveys and geotechnical investigation services for the Lake Worth Restoration Project at Bonefish Cove. This project is designed to eliminate historic dredge holes in Lake Worth and indirectly improve the benthic ecology of the site. A hydrographic survey was conducted in the area known as Bonefish Cove, along with the collection of one hundred (100) mud probes at pre-determined locations as established by Palm Beach County. APTIM enlisted GFA International (now Universal Engineering Sciences) to assist with the collection of two barged mounted standard penetrations tests and to perform portions of the sediment analysis. The objective of the project was to determine how much material would be required to build the project, determine thickness at the location, and to ensure the area is suitable to build upon.

DELRAY BEACH COASTAL PROGRAM

Delray Beach, Florida

BEACH RENOURISHMENT PROGRAM

Since 1973, the City of Delray Beach has made major strides in restoring their eroded beach. Once at risk of being overtaken by the ocean, highway A1A and its neighboring properties are now protected by the wide beach. Delray Beach has become known through the U.S. as a top beach destination and an important economic asset to the state.

To date, Delray Beach has participated in eight beach nourishment projects with approximately 7.9 million cubic yards of sand placed from offshore borrow areas. Since the initial nourishment in 1973, the APTIM Team has assisted Delray Beach with their program by maintaining the beach through planned, periodic beach renourishment on five occasions, including 1978, 1984, 1992, 2002 and 2013. Additionally, storm damage repair projects were constructed in 2005 and 2014 by the U.S. Army Corps of Engineers (USACE) in response to losses from the active 2004 hurricane season and 2012's Hurricane Sandy.

The most recent nourishment events were the Fifth Periodic Beach Renourishment Project (2013) and the 2014 FCCE and Shore Protection Project. The Fifth Periodic Renourishment included the placement of approximately 1,158,500 cubic yards of sediment along the 1.9-mile project area in Delray Beach. In order to replace losses caused by Hurricane Sandy in October 2012, the FCCE project was constructed in 2014. The APTIM Team assisted in coordinating a mutually beneficial placement of the repair volume along the northernmost section of Delray Beach, and performed daily observations and permit compliance tasks on behalf of the City during the FCCE project.

APTIM engineers provided all of the engineering services required for each project since 1978, including project design, geotechnical investigations, environmental studies, state and federal permitting, surveying services and construction oversight required to build each project. As a direct result of these projects, the beach at Delray Beach won the "Best Restored Beach" award in 2002, and the American Shore and Beach Protection Association's "Best Beach" award in 2005 and 2013.

APTIM biologists have provided numerous pre- and post-construction monitoring surveys to detect potential impacts associated with construction. This has included infaunal sampling at the fill and borrow area sites, quadrat-based benthic assessments, sediment monitoring,



Delray Beach before and after construction (2013).

DATES OF SERVICE

1978-Ongoing

RELEVANCE/HIGHLIGHTS

- ▶ Beach Nourishment Design
- ▶ Geotechnical and Geophysical Investigations
- ▶ Borrow Area Design
- ▶ Construction Administration
- ▶ Biological Mitigation & Monitoring Planning
- ▶ Hardbottom Monitoring
- ▶ Geographical Information System (GIS)
- ▶ Surveying & Mapping
- ▶ Physical Monitoring
- ▶ Agency Coordination
- ▶ State and Federal Permitting
- ▶ Permit Compliance
- ▶ In-Kind Services for Federally Authorized Project
- ▶ Storm Damage Assessment
- ▶ Vulnerability Analysis
- ▶ Funding Assistance
- ▶ Public Outreach

CLIENT REFERENCE

Cynthia Buisson, P.E.
Engineering Division, City of Delray Beach

434 S. Swinton Avenue
 Delray Beach, Florida 33444
 Telephone: 561.243.7196

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mapping the western boundary of the offshore reef edge and creating a DGPS-integrated video record of the reef. We also conducted a survey for the listed coral species *Acropora* spp. along the reef using the NMFS-recommended protocol.

SEAWALL VULNERABILITY ANALYSIS

The City of Delray Beach is currently susceptible to sunny day flooding. Recognizing the urgency of the situation, the City contracted with APTIM in 2017 to assess the future vulnerability of seawalls and stormwater infrastructure along the Intracoastal Waterway to rising waters due to storm surge, tides, and sea level rise. The APTIM Team analyzed historic water level data and sea level projections to assist the City in adopting 30-year and 75-year planning elevations to reduce coastal flooding. This work involved field assessment of the current conditions at City-owned and privately-owned seawalls and over 100 outfalls and their corresponding stormwater inlets along 21 miles of Intracoastal Waterway. The collected data was incorporated into a geodatabase for delivery and use by the City's GIS and engineering departments. The final phase of the work involved assisting the City with prioritizing improvement projects and recommendations for the City to implement raising the seawall elevation standards.



Stormwater outfall assessment.



Vulnerability assessment of City seawalls.

ATLANTIC DUNES PARK (EAST) IMPROVEMENTS



Existing single lane driveway east of S.R. A1A that is surrounded by Australian Pines.

APTIM was retained by the City of Delray Beach to lead a multi-disciplinary team of engineers and architects to improve the Atlantic Dunes Park. Improvements include a new two lane driveway and parking area, a 1200 foot long nature walk through the dune hammock area, picnic facilities, playground facilities, Australian Pine and Brazilian pepper removal and vegetation restoration throughout the park. APTIM is also designing improvements to the beach accesses. All improvements are designed for compatibility with Americans with Disabilities Act requirements. An FDEP permit was obtained for the improvements. All improvements within the S.R. A1A right of way were coordinated and permitted by FDOT. Project is currently awaiting construction funding.

CITY OF DEERFIELD BEACH, FLORIDA COASTAL AND WATERWAY PROGRAM

PROJECT OVERVIEW

APTIM, has provided various coastal and marine engineering services for the City of Deerfield Beach since 2005. The City's waterfront presents many unique challenges, which require attention during design and permitting to avoid impacts to the environment while maintaining project intent and benefit. The following provides summaries of projects APTIM has completed for the City.

Hurricane Irma Pier Repair



APTIM performed a structural engineering assessment of the International Fishing Pier to evaluate damage sustained during Hurricane Irma in 2017. The assessment included both above and underwater data collection, which was used to provide recommendations for repair design.

APTIM provided structural engineering design for the repair of the structure. APTIM provided construction administration services. APTIM also performed a wave load analysis of the pier after the passage of Hurricane Sandy in 2012.

Beach Management Plan

APTIM was contracted by the City to develop a beach management plan to include the need for beach nourishment within the City, the environmental restrictions, and the costs and benefits of a program. The plan was adopted by the City in 2021.

Vessel Exclusion Zone

APTIM assisted the City with technical assistance and observations in support of the City's effort to construct a series of vessel exclusion buoys along portions of the City's oceanfront between the north and south City limits. APTIM assisted the City with technical assistance during the construction and certified the project as Engineer of Record. APTIM observed the assembled buoys and anchor materials at the Contractor's yard to verify that each was assembled in compliance with the plans and specifications. APTIM conducted a field investigation to verify the buoys were installed in compliance with the plans and specifications.

Artificial Reef Camera Research

APTIM evaluated underwater camera systems for the artificial reef offshore of the City's fishing pier. The City implemented the camera and livestreams the feed over the internet. This camera is extremely popular for residents of the City and others.

Deerfield Canal Survey

APTIM conducted a hydrographic survey of approximately 3.5 linear miles of 16 canals in the City of Deerfield Beach to assist the City in monitoring the navigable depths within the canal system.

DATES OF SERVICE

2005-Ongoing

RELEVANCE/HIGHLIGHTS

- ▶ Engineering and Design
- ▶ Beach Management Plan
- ▶ Wave Load Evaluations
- ▶ Agency and Stakeholder Coordination
- ▶ Construction Management
- ▶ Permit Compliance

CLIENT REFERENCE

Patrick Bardes

Coastal & Waterways

Coordinator

City of Deerfield Beach

401 SW 4th Street

Deerfield Beach, Florida 33441

Telephone: 954.480.1426

pbardes@deerfield-beach.com

CITY OF POMPANO BEACH, FLORIDA

PROJECT OVERVIEW

Since 2010 APTIM, has been working for the City of Pompano Beach having completed several projects.

City of Pompano Beach Ocean Pier

APTIM was originally retained by the City of Pompano Beach to explore possible future uses for its existing fishing pier. From the evaluation, the City elected to pursue a new, wider and more customer friendly fishing pier as a centerpiece of its beach front revitalization effort.

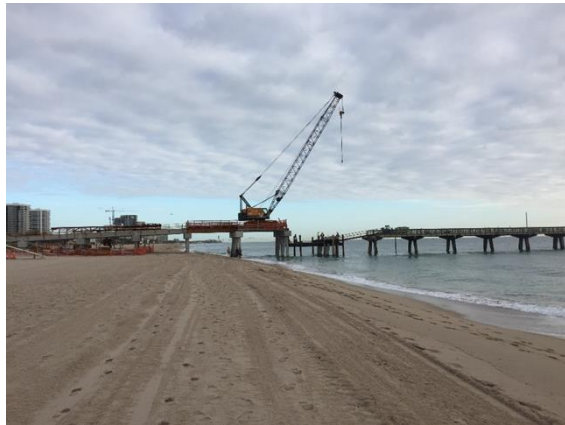


Photo of the construction of the new pier (landward side) with removal of the existing pier occurring in cycles.

APTIM joined the design team of Bridge Design Associates (later WGI) to provide coastal engineering and environmental permitting services to the team and the City. APTIM provided wave force evaluations

for the piles and pile caps. APTIM also undertook state and federal environmental permitting services

for the replacement of the City's fishing pier.

In response to agency requirements, an artificial reef was designed by APTIM to offset the proposed pier impacts to hardbottoms. This artificial reef is located seaward of the pier in about 20 feet of water. It is located in general vicinity of naturally occurring hardbottoms.

APTIM is continuing its service to the City (under direct contract) by providing Post-Mitigation Artificial Reef Biological Monitoring. This work includes monitoring permanent transects to demonstrate that the artificial reef is mitigating for the impacted hardbottoms. The artificial reef is performing as predicted.

Pompano Beach Boulevard Street Scape Improvements

APTIM was contracted to assist in the redevelopment of pedestrian improvements along Pompano Beach Boulevard. These improvements included pedestrian accessways, playground, fitness equipment, landscape improvements, handicap access to the beach and lighting improvements.

DATES OF SERVICE

2010-Ongoing

RELEVANCE/HIGHLIGHTS

- ▶ Engineering and Design
- ▶ State and Federal Permitting
- ▶ Wave Load Evaluations
- ▶ Agency and Stakeholder Coordination
- ▶ Biological Monitoring and Mitigation Planning
- ▶ Bathymetric and Topographic Survey
- ▶ Artificial Reef Design and Monitoring
- ▶ Plans and Specifications
- ▶ Construction Management
- ▶ Permit Compliance

CLIENT REFERENCE

Horacio Danovich

City of Pompano Beach

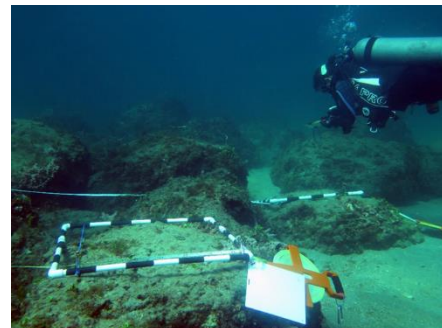
100 West Atlantic Boulevard

Room 276

Pompano Beach, Florida 33060

Telephone: 954.786.7834

Horacio.Danovich@copbfl.com



Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services**Wahoo Canal Basin**

The City of Pompano Beach contracted with APTIM in 2015 to install a tide level staff within the existing outfall easement on the Wahoo Canal Basin. A survey crew installed and provided survey control for the staff on the eastern side of the basin.



ENVIRONMENTAL CONSULTANTS
MARINA & WETLAND PERMITTING | MITIGATION DESIGN & MONITORING | T&E SPECIES SURVEYS | TREE SURVEYS/ APPRAISALS



Pompano Beach Pier Replacement

***Pompano Beach,
Broward County, Florida***

Client:

Mr. Frank J. Zaremba
The Whiting-Turner Contracting Company
1901 West Cypress Creek Road, Suite 101
Fort Lauderdale, Florida 33309

Services:

- Turbidity Monitoring
- Compliance Reporting
- Construction Observation

Project Start Date: May 2018



The Chappell Group, Inc. was contracted with The City of Pompano Beach to assist in the removal and replacement of the existing Pompano Beach Municipal Pier. The existing pier was structurally damaged from severe storm and public use over the years. The replacement and enhancement of the new pier will increase the functionality and use for the public of Pompano Beach while adhering to endangered species guidelines.

Enhancements to the pier include increased in pier width, construct cantilevered section, sea turtle friendly lights, and educational signage. This would provide an increased space for movement of fishermen and pedestrians while enhancing the aesthetic value of the pier itself.

The Chappell Group, Inc. was responsible for conducting the turbidity monitoring during in-water work to ensure turbidity levels remain in compliance with the existing permits. Tasks also included construction observation and compliance reporting during the installation of in-water support beams for the Pompano Beach Municipal Pier.



ENVIRONMENTAL CONSULTANTS
MARINA & WETLAND PERMITTING | MITIGATION DESIGN & MONITORING | T&E SPECIES SURVEYS | TREE SURVEYS/APPRAISALS



ENVIRONMENTAL CONSULTANTS
MARINA & WETLAND PERMITTING | MITIGATION DESIGN & MONITORING | T&E SPECIES SURVEYS | TREE SURVEYS/ APPRAISALS



Pompano Beach Fishing Fleet

Pompano Beach, Broward County, Florida

Client:

Ms. Helen Gray
The City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Phone: (954) 786-4060

Services:

- Environmental Permitting
- Benthic Survey
- Structural Design Review
- Emergency Replacement Seawall & Dock Permitting

Construction Cost:

\$130,000.00



The Chappell Group, in conjunction with B & M Marine Construction, Inc. was contracted by the City of Pompano Beach to perform Professional Environmental Services for the Pompano Beach Fishing Fleet. TCG was responsible for all due diligence, a benthic survey, and environmental permitting in association with the replacement of an existing 75 linear feet of seawall and dock at the existing city marina. The Chappell Group, Inc. performed these tasks for the City of Pompano Beach from March 2010 to August 2010.

In addition, The Chappell Group was contracted to prepare emergency environmental permitting for the replacement of the existing seawall and dock. These tasks included benthic surveys and permitting with government agencies. This project was also in conjunction with B & M Marine Construction, Inc. and was carried out during the end of the 2021 – 2022 year.

PROJECT TEAM FORM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RLI IN THE EBID SYSTEM.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

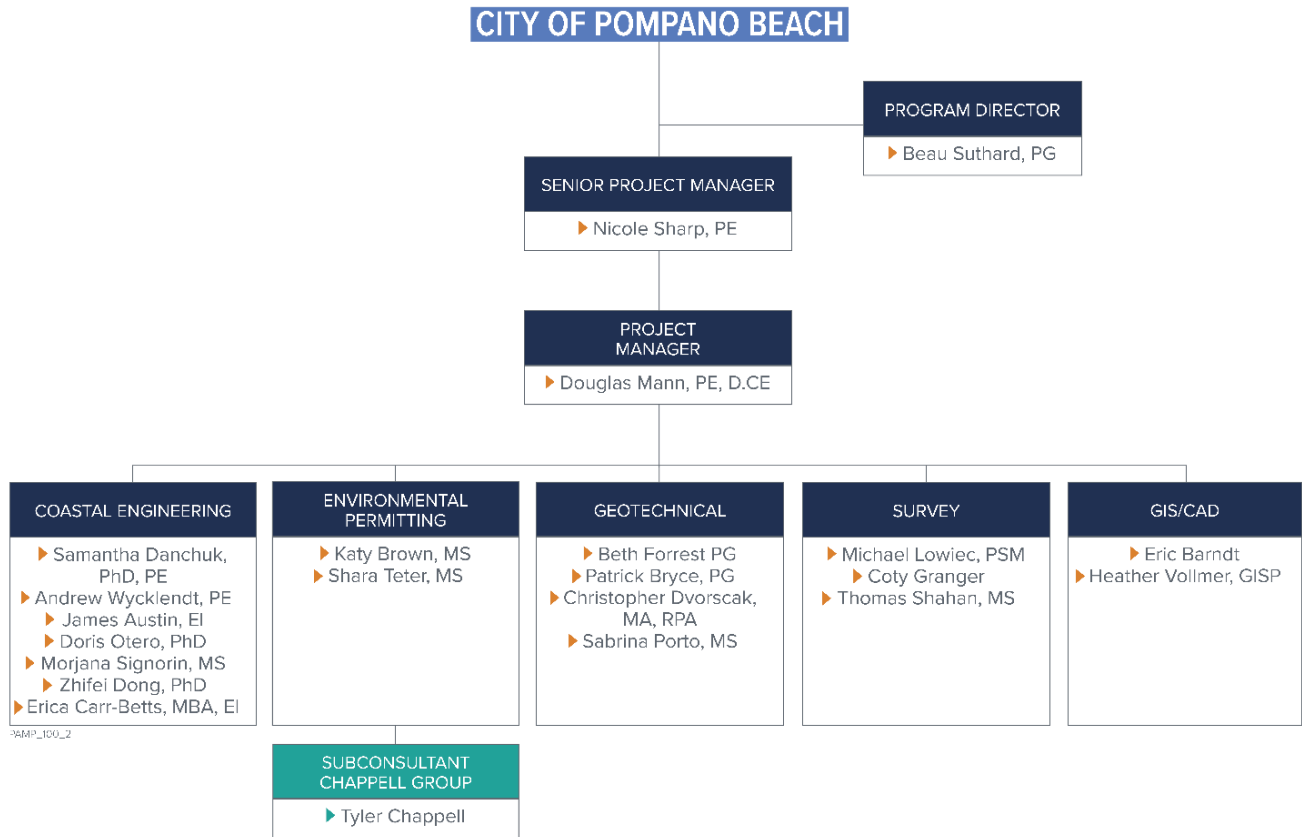
SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

ORGANIZATIONAL CHART

Organizational Chart



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

Statement of Skills and Experience of Project Team

APTIM, along with its sub-consultant, The Chappell Group, brings years of experience to the City to provide all the services listed in the Scope of Work.

APTIM provides and offers all of the services in-house to assist the City with their project needs from design to construction as detailed in the Scope of Work for this RLI. We have a team who successfully collaborates with and will support the City on its projects, large or small. APTIM provides expert coastal engineering services to our clients through the development and implementation of innovative and cost-effective solutions. We learned that maintaining in-house expertise greatly promotes and enhances the professional collaboration needed to support proactive and successful projects. Maintaining a team of experts in key disciplines required for coastal and marine projects provides a unique advantage to our clients. We can adapt and use the most cost-effective methods to support project objectives while maintaining our high-quality standards.

Douglas W. Mann, P.E., D.CE, is APTIM's Lead Coastal Engineer and will be the Project Manager for this contract and has 35 years of experience in coastal and marine engineering. Mr. Mann has designed, permitted, and provided construction oversight on approximately 50 bulkhead, boat ramp, seawall, and revetment projects. Mr. Mann has worked on several City of Pompano Beach projects, including the Pompano Beach Pier, the evaluation of discharge plumes at Hillsboro Inlet, and the North Pompano Beach Boulevard streetscape.

Kathryn (Katy) Brown, is APTIM's Senior Marine Biologist and has applied experience in biological and environmental science since 2005, with experience in Florida since 2007. Ms. Brown has worked on projects not only in the City of Pompano Beach, she has provided biological monitoring and assessment for the Broward County Shore Protection Project.

Michael Lowiec, PSM, is APTIM's Program Manager for the Geomatics Department. Mr. Lowiec has 17 years of experience and industry expert in the field of coastal hydrographic survey, geodetic control and topographic survey and has been surveying the beaches of Broward County for many years. Mr. Lowiec's department has surveyed many miles of beaches, seawalls, inlets, and boat ramps. These individuals along with our team and sub-consultant will work together to implement projects on the City's behalf.

Our sub-consultant, The Chappell Group, located in Pompano Beach was founded in 2005 and will supplement our environmental team. The Chappell Group, led by Tyler Chappell, who has over 20 years of experience in many types of environmental permitting and has provided environmental services to the City of Pompano Beach, including the pier replacement and the fishing fleet.

Most all individuals on our organizational chart, along with our sub-consultant are located in either Palm Beach or Broward County. If needed, APTIM can resource additional personnel located in our Tampa office.

A select list of representative completed projects of similar scope include the following:

Sanibel Causeway Islands A and B Stabilization Project, Lee County, Florida
 South Lake Worth Inlet Interior Seawall Replacement Project, Palm Beach County, Florida
 Caxambas Pass Park, Bulkhead, Dock, and Single Boat Ramp Replacement. Collier County, Florida
 Collier Boulevard Boat Ramp Park, Design of Bulkhead and Boat Ramp Improvements. Collier County, Florida
 Cocohatchee River Park, New Floating Dock Addition. Collier County, Florida
 Sandsprit Park Boat Ramp Improvements, Martin County, Florida
 San Remo Club Condominium Bulkhead Observations and Repairs, City of Boca Raton, Florida

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Hillsboro Inlet Discharge Plume Analysis, City of Pompano Beach, Florida
City of Pompano Beach Ocean Pier Replacement Project, Pompano Beach, Florida
96th Avenue Bulkhead, Martin County, Florida
Little River Pocket Mini Park, Miami, Florida
City of Riviera Beach Subaqueous Force and Water Main Crossing, Palm Beach County, Florida

These projects are further detailed within individual resumes. Additional project experiences of individual staff may also be found in the resume section.

RESUMES OF KEY PERSONNEL

Resumes of Key Personnel

Resumes of key personnel can be found on the following pages.

BEAU SUTHARD PG 725 US HIGHWAY 301 SOUTH, TAMPA, FL 33619

PROGRAM DIRECTOR/APTIM

PROFESSIONAL QUALIFICATIONS

Beau Suthard, PG, serves as Program Director for APTIM's Coastal, Ports, and Marine service line from our Tampa, Florida office. Mr. Suthard has over 19 years of experience in marine geosciences. He has conducted dozens of marine investigations and mapped hundreds of millions of cubic yards of beach compatible sand on the Atlantic and Gulf of Mexico continental shelves. Mr. Suthard recently completed a large-scale sand resource inventory mapping project for the United States Bureau of Ocean Energy Management offshore of the Atlantic Coast of the United States from Massachusetts to Florida. This project has resulted in the identification of over 250 million cubic yards of beach compatible restoration materials for various coastal communities along the Atlantic seaboard.

RELEVANT EXPERIENCE

Mexico Beach Sand Search, Bay County, Florida

2018 - ongoing

Currently serving as the Lead Geologist for an ongoing sand search to locate beach-compatible sand resources for use in the emergency restoration of Mexico Beach, Florida, to mitigate impacts from Hurricane Michael. Assisted with the desktop study analysis of existing geological data near the investigation area, and managed field operations for jet probe surveys to verify unconsolidated sediment resources. Managed the data analysis of the jet probe results and developed the design-level sand search investigation plan to locate adequate sand resources for the emergency project. Implemented the design-level sand search and managed the borrow area design process that resulted in the design of a borrow area located approximately 12,500 ft. offshore, southwest of FDEP monument R-129. The final borrow area has six design cuts and a total of approximately 4,270,000 cubic yards of beach-compatible sand.

United States Bureau of Ocean Energy Management (BOEM) Atlantic Sand Assessment Project (ASAP) for Coastal Restoration Sand Sources on the Atlantic Outer Continental Shelf (OCS)

2014 - 2017

Served as both the Project Manager and Technical Manager for the ASAP project. Managed historical data compilation, stakeholder meetings, and the acquisition of geophysical and geological data along the east coast from Florida to Massachusetts to support identification, characterization, and delineation of OCS mineral resources for use by coastal communities in future coastal restoration efforts. The project consisted of collecting 7,089 kilometers of new geophysical data (chirp sub-bottom, sidescan sonar, magnetometer, and bathymetric), 340 new vibracores, and 100 surface grab samples over the course of three years. APTIM was able to advance the reconnaissance-level understanding of potential sand resources on the Atlantic OCS, and to collect sufficient data to allow seven investigation areas to have the data needed to design and permit borrow areas for future use.

19 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Geological Oceanography, University of South Florida College of Marine Science, 2005
- ▶ BS, Marine Science (Geology Track), Eckerd College, 1997

HIGHLIGHTS

- ▶ Assisted in the identification of hundreds of millions of yards of beach compatible sand resources

REGISTRATIONS/ CERTIFICATIONS

- ▶ Professional Geologist, Florida, License No. 2615, Active
- ▶ Professional Geologist, Virginia, License No. 2801001948, Active
- ▶ Professional Geologist, Delaware, License No. S4-0001296, Active
- ▶ Professional Geoscientist, Louisiana, License No. 746, Active
- ▶ Professional Geoscientist, Texas, License No. 12902, Active

AFFILIATIONS

- ▶ Member, Florida Shore and Beach Preservation Association
- ▶ Member, American Shore and Beach Preservation Association
- ▶ Member, Society of Exploration Geophysics
- ▶ Member, Geological Society of America

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Florida Department of Environmental Protection (FDEP), BOEM ASAP Data Processing and Interpretation for Florida Data

2018

Mr. Suthard was Project Manager and Project Geologist and processed and interpreted the geophysical and geotechnical data collected offshore Florida during the 2015 BOEM ASAP reconnaissance survey under contract to the FDEP. APTIM was tasked with delineating preliminary borrow areas for future beach nourishment projects in six Florida counties (eight study areas) that met a minimum cut thickness of 3 feet after applying a 2-foot buffer over incompatible material. APTIM processed and interpreted all chirp sub-bottom data to determine potential sand thicknesses and output of interpreted thickness for each area. Sidescan sonar and magnetometer data were processed to identify and avoid any potential hazards or protected resources. Out of the eight study areas offshore six Florida counties, APTIM was able to delineate 16 preliminary borrow areas consisting of 54,477,396 cubic yards of potentially beach-compatible sand resources. Each preliminary borrow area was reviewed and classified as a "Potential" or "Unverified" sand resource in accordance with the Southeast Florida Assessment and Needs Determination (SAND) study conducted by the USACE and FDEP.

Panama City Beach, Bay County, Florida Offshore Geophysical/Geotechnical Investigation

2008 - 2009

Mr. Suthard served as the Lead Geologist for offshore sand searches and borrow area design projects for the Bay County Tourist Development Council for the Panama City Beach Erosion Control and Storm Damage Reduction Project. Mr. Suthard was responsible for geophysical and geotechnical data collection, processing, and interpretation and assisted with borrow area design.

Town of Longboat Key Comprehensive Beach Management Program, Longboat Key, Florida

2010 - Present

Serves as the Program and Project Manager of APTIM's coastal projects with the Town's Comprehensive Beach Management Program since 2010. Responsibilities include managing project proposals, budgets and execution management with APTIM's teams of engineers, geologists and biologists. In his Program Management role, Mr. Suthard has assisted the Town in many ways, including representing the Town at meetings with regulatory agencies and presenting project details to the Town Commission and at public workshops. Mr. Suthard also assisted the Town with review, comment and negotiation of impact solutions from a potential offshore infrastructure project (Port Dolphin) being developed through beach compatible sand resources identified by the Town. This resulted in an agreement allowing the Town time to dredge these resources prior to the project's implementation with cost sharing funds from the developer.

Anna Maria Island Shore Protection Program, Manatee County, Florida

2007-2009

Serves as Marine Geophysicist for a series of full geologic mapping studies, including both field operations and office-based data processing and interpretation. The goal of these projects was to identify and define offshore borrow areas of beach-compatible sand in support of the Anna Maria Island Central Beach Storm Damage Repair Project, City of Anna Maria and Coquina Beach Nourishment Projects and Central Anna Maria Beach Renourishment Project. Mr. Suthard assisted with investigations to map and identify potential mitigative artificial reef construction sites. He also conducted mapping, planning, and regulatory and client coordination to determine the potential impact of a proposed natural gas submarine pipeline to Manatee County offshore sand resources.

NICOLE S. SHARP PE

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

SENIOR PROGRAM MANAGER/APTIM

PROFESSIONAL QUALIFICATIONS

Nicole Sharp, PE, is the Program Manager for the Coastal Restoration & Modeling Team at APTIM. Ms. Sharp has a well-rounded background in coastal management through working in both the public and private sector. Prior to recently rejoining APTIM, Ms. Sharp was the Natural Resources Administrator at Broward County and has extensive experience with planning and implementing truck haul beach renourishment projects, the Corps of Engineers project planning process, complex environmental permitting, NEPA, and the review of environmental assessments for projects in sensitive areas. At the County, Ms. Sharp was the project manager for the Broward Shore Protection and Port Everglades Sand Bypassing Projects. Preceding this experience, she designed, permitted, and supervised construction of numerous multifaceted beach and inlet projects in Florida, including several beach renourishment projects on the West Coast of Florida. Additionally, Ms. Sharp has over six years' experience working for Collier County's coastal program. In 2017, Ms. Sharp was awarded the Local Government Award from FSBPA for outstanding leadership for the preservation of Florida's beaches, especially her involvement with numerous beach and inlet projects that make up Florida's comprehensive beach management program.

RELEVANT EXPERIENCE

Collier County Coastal Storm Risk Management Study (CSRMS), Collier County, Florida
2020

Ms. Sharp is the Senior Co-Project Manager responsible for the continued support to Collier County for the U.S. Army Corps of Engineers feasibility study for Collier County. Ms. Sharp has assisted with extensive coordination and negotiations with Corps staff from multiple districts in addition to providing project support. This support has included review of Tentatively Selected Plan (TSP), engineering and modeling, economics and benefit analysis, environmental considerations, and real estate. Services also included review of final model optimization and report prepared for the Agency Decision Milestone meeting in December 2020.

Collier County Beaches and Inlets, Collier County, Florida
2008 – 2014, 2020

Ms. Sharp was the project engineer responsible for the design and permitting of Collier County's 2013-14 renourishment project. Work entailed preliminary engineering calculations and evaluation for the Collier County Conceptual Renourishment Study, which served as the groundwork for the next project within the County. Responsibilities also included the preparation and submittal of Federal and State Joint Coastal Permit. For the 2013-14 project, Ms. Sharp coordinated and conducted the pre-bid and pre-construction meetings and provided construction oversight. She was also the project engineer associated with the Collier County Naples Beach Emergency Berm Restoration Project and Collier County Berm Restoration Project at Naples and Park Shore, both of which were truck haul. Ms. Sharp also supported the design, permitting, and construction administration of the Wiggins Pass Channel Realignment Project and assisted with development of the adopted Inlet Management Study.

13 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Coastal and Oceanographic Engineering, University of Florida, 2008
- ▶ BCE, Civil Engineering, University of Delaware, 2006

HIGHLIGHTS

- ▶ Direct experience working on Collier County projects
- ▶ Broad experience in project management, planning, design, permitting, engineering, plans and specifications, field investigations, construction oversight, and feasibility studies of coastal engineering projects

REGISTRATIONS/ CERTIFICATIONS

- ▶ Professional Engineer, Civil, Florida, License No. 74708, Active
- ▶ Professional Engineer, Civil, New York, License No. 091930, Inactive
- ▶ Professional Engineer, Civil, New Jersey, License No. 24GE05127600, Inactive

AFFILIATIONS

- ▶ Member, Florida Shore and Beach Preservation Association
- ▶ Member, American Shore and Beach Preservation Association
- ▶ Private Business Group, Southeast Florida Coral Reef Initiative

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Sector 3 Beach and Dune Renourishment Project, Indian River County, Florida*2020*

Ms. Sharp is the Senior Project Manager and Engineer of Record responsible for the Sector 3 Beach and Dune Renourishment Project to restore the beach from damage caused by Hurricanes Matthew, Irma and Dorian. Efforts have included final permit coordination, development of construction plans and specifications for both dredge and truck haul, and bidding assistance for the County. Ms. Sharp has also assisted the County with their easement acquisition strategy in conjunction to assisting the County in their coordination with FEMA.

Panama City Beach, Florida, Erosion Control and Storm Damage Reduction, Bay County*2008 – 2014, 2020*

Ms. Sharp was the coastal engineer responsible for the annual monitoring requirements (2008-2013) of the Panama City Beach Project. Ms. Sharp also performed engineering calculations and analysis of historic and current data and prepared the Panama City Beaches Engineering and Modeling Report. Currently, Ms. Sharp is assisting the County in the review of the post-storm assessment for Hurricane Sally and the permit modification for the inclusion of St. Andrews State Park into the permitted project area.

Captiva Island Beach Renourishment Project Engineering and Design Report, Lee County, Florida*2008 – 2014, 2020*

Ms. Sharp was the coastal engineer responsible for the preliminary engineering calculations and evaluation for the Captiva Island Beach Renourishment Project. Her responsibilities also included the development of construction plans and specifications and served as Project Manager for the 2013 Captiva Renourishment Project. Most recently, Ms. Sharp is assisting in the project management and planning of the upcoming of the 2021 Captiva Renourishment Project.

RELEVANT EXPERIENCE PRIOR TO APTIM**Natural Resources Administrator, Broward County, Florida***2014 - 2020*

As Broward County's Natural Resources Administrator, Ms. Sharp served as the project manager for the Segment II and III Shore Protection Projects, Port Everglades Sand Bypass Project, Port Everglades Operations and Maintenance Project, and dune grant program. While at Broward County, Ms. Sharp coordinated with State and Federal resources agencies (FDEP, FWC, USACE, USFWS, NMFS, EPA), assisted in preparation and review of engineering and environmental analyses (including all or portions of Federal civil works planning documents such as Feasibility Studies, Design Memorandums, Limited Reevaluation Reports (LRR), and Environmental and Biological Assessments), and presented and participated in public briefings/meetings. Ms. Sharp oversaw and monitored project construction of the 2016 Segment II Shore Protection Project, which placed approximately 725,000 cubic yards of sand onto the central County beaches via truck haul as well as the 2019 Segment III FCCE Truck Haul Project. Ms. Sharp performed post-storm assessments following Hurricane Irma, which resulted in the County receiving approximately \$80M for Flood Control and Coastal Emergency (FCCE) projects through the Bipartisan and Budget Act of 2018. Ms. Sharp was heavily involved in Section 7 consultation for both the Segment II and Port Everglades Sand Bypass Project. She led negotiations with NMFS to develop sound terms and conditions which ultimately lead to the issuance of a Biological Opinion with favorable terms and conditions for the projects. She provided technical support to the County's lobbying efforts and interacted with elected officials at the local, State, and Federal level to advocate for the advancement of initiatives. Nicole also performed easement acquisitions (including Use Agreements with the State of Florida) required for the Certification of Lands, prepared State grant funding requests annually, and led the negotiation of multiple Project Partnership Agreements (PPA) for maintenance and emergency Army Corps of Engineers projects. She managed between \$10M-\$50M annually in Capital funds appropriated to her programs and advised the Office of Management and Budget on funding needs and prioritization of expenditures. Ms. Sharp also served as Vice Chair of Florida Shore and Beach Preservation Association during her time at the County.

DOUGLAS MANN PE, D.CE

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

LEAD COASTAL ENGINEER/ **APTIM****PROFESSIONAL QUALIFICATIONS**

Douglas Mann, PE, D.CE, has worked as a coastal engineer with APTIM since 1987. He is experienced in all aspects of coastal engineering including dredge and fill projects for material disposal and beach nourishment, beach and inlet engineering, coastal structure design (including breakwaters, groins, seawalls, jetties, and Permeable Adjustable Groin (PAG) design and construction) as well as marine-related upland structures. He has been involved in the design of boat ramps, marina renovations, and other boating related projects. Mr. Mann is experienced in Joint Coastal permitting, Environmental Resource permitting, and Florida Department of Environmental Protection Coastal Construction Control Line permitting. Mr. Mann was awarded the Florida Shore & Beach Preservation Association Per Bruun Distinguished Service Award in 2017.

RELEVANT EXPERIENCE**Sanibel Causeway Island A and B Stabilization Project, Lee County, Florida**
2017 - ongoing

Engineer of record for a structural stabilization (T-head groins, terminal structures, revetment enhancement) and beach nourishment project of the park surrounding the road right of way. The linear park provides passive recreational opportunities to resident and guests but has suffered long term erosion of the shoreline and beach gullying from untreated stormwater runoff. Companion stormwater treatment improvements were designed by a subconsultant. Project is scheduled for construction in 2021.

South Lake Worth Inlet Interior Seawall Replacement Project, Palm Beach County, Florida
2021-ongoing

APTIM is under contract to Palm Beach County, the County requested APTIM provide services to replace the north and south interior seawalls at South Lake Worth Inlet. These services include: detailed topographic survey of seawalls and adjacent park spaces, geotechnical data collection, design which includes a 30 percent design phase (conceptual), a 60 percent design (permitting), and a 100 percent design (final), and meeting with County staff.

Collier County, Florida
2020-ongoing

Engineer of record for multiple boat ramp, dock, replacement projects. Caxambas Pass Park, bulkhead, dock, and single boat ramp replacement. Collier Boulevard Boat Ramp Park, design of bulkhead and boat ramp improvements at busy County ramp. ADA floating dock added to the park infrastructure. Cocohatchee River Park, new floating dock addition to better serve transient jet ski users.

Sandsprit Park Boat Ramp Improvements, Martin County, Florida
2020-ongoing

Engineer of record for boat ramp and dock replacement. Project design included sea level rise resiliency improvements which required parking lot elevation changes.

35 YEARS**EXPERIENCE****EDUCATION**

- ▶ MS, Coastal and Oceanographic Engineering, University of Florida, 1987
- ▶ BS, Civil Engineering, University of Delaware, 1985

HIGHLIGHTS

- ▶ More than 30 years of experience in coastal engineering

**REGISTRATIONS/
CERTIFICATIONS**

- ▶ Professional Engineer, Civil, Florida, License No. 44046, Active
- ▶ Professional Engineer, Civil, Delaware, License No. 12949, Active
- ▶ Professional Engineer, Louisiana, License No. 31121, Active
- ▶ Diplomate, Coastal Engineering, 2010, American Society of Civil Engineers, Active, Nationwide

AFFILIATIONS

- ▶ Member, American Society of Civil Engineers
- ▶ Member, Academy of Coastal Ocean, Port, and Navigation Engineers
- ▶ Member, Florida Shore and Beach Preservation Association
- ▶ Member, American Shore and Beach Preservation Association

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services**Stuart Causeway Boat Ramp Improvements, Martin County, Florida***2021-ongoing*

Engineer of record for the single boat ramp and infrastructure replacement.

Town of Longboat Key Sea Level Rise Risk Assessment, Florida*2017-ongoing*

Project manager to conduct a high-level initial assessment of potential impacts from sea level rise and recurrent flooding on public and private infrastructure in Longboat Key. The Town has requested APTIM to conduct a bulkhead elevation assessment, dune assessment, storm sewer lift station vulnerability, critical infrastructure mapping and meetings and reporting.

San Remo Club Condominium Bulkhead Observations and Repairs, City of Boca Raton, Florida*2008, 2010, 2015, 2016, and 2017-2020*

Project engineer performing detailed observations of concrete pile and panel systems and recommended repairs. Redesigned bulkhead for replacement of aging infrastructure. Performed construction oversight.

Hillsboro Inlet Discharge Plume Analysis, City of Pompano Beach, Florida*2019*

Engineer of Record for the development of a hydrodynamic model for the Hillsboro Inlet and adjacent coastal areas. Existing conditions and seven alternatives were simulated under wave/wind conditions.

Long Key State Park Shoreline Stabilization Project. Monroe County, Florida*2016 - ongoing*

Engineer of Record for the design and permitting of shoreline stabilization efforts. Evaluated a series of alternatives (bulkheads, living shorelines, dune reconstruction) for the State Park. During the design phase, Hurricane Irma passed which resulted in a 20-foot permanent loss of shoreline width and overtopping of the park. State reclaimed the overwashed sand after the storm and stockpiled it. Designed a dune reconstruction and dry beach fill and complete campground redesign. Construction is anticipated in 2021.

City of Deerfield Beach Ocean Pier Replacement Project*2012-2013*

Engineer of Record in evaluating wave loads for the repair of the ocean fishing pier after the passage of Hurricane Sandy.

City of Pompano Beach Ocean Pier Replacement Project*2013-ongoing*

Project manager for permitting and wave force evaluations for the replacement of the City's fishing pier. Designed artificial reef to offset proposed pier impacts to hardbottoms.

SAMANTHA DANCHUK PHD, PE 6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL

COASTAL RESILIENCE PROGRAM MANAGER/**APTIM**

PROFESSIONAL QUALIFICATIONS

Dr. Samantha Danchuk, PE, is the Program Manager for APTIM's Florida Resiliency Program. Dr. Danchuk has extensive experience in development and implementation of strategic resilience policy, risk assessment and infrastructure engineering serving to support environmental sustainability and redevelopment of vulnerable regions. She has been at the forefront in resiliency efforts for a Florida county that is widely seen as a leader in this area with other counties wanting to follow. Dr. Danchuk also has a strong reputation as a trusted source amongst regional and national climate adaptation networks and credited as the technical lead for nationally recognized policy and project case studies.

RELEVANT EXPERIENCE

Climate, Energy and Economic Resilience

2014-2021

Secured Partnerships and funding to support stakeholder decision-making and project implementation that advances community resilience and resource protection.

- ▶ "Flood Risk Management Study for Tidally Influenced Coastal Areas", U.S. Army Corps of Engineers (USACE) Planning Assistance for States Program in partnership with Broward County, storm surge and sea level rise modeling to inform infrastructure elevations, \$480,000.
- ▶ Critical infrastructure and future flood resilience in South Florida, NOAA, Deltares and Broward, innovative method to assess and visualize direct and cascading impacts of flooding, \$300,000.
- ▶ Cascading effects of future flooding transportation disruption, NOAA, Deltares, Florida International University, ICF, assess economic impacts and risks of flooding, \$250,000.
- ▶ "Business Case for Resilience" study that examined the return on investment of climate-resilient infrastructure upgrades across the region, funding partners included business forums, four counties, and Florida Department of Environmental Protection, \$264,000.

Implemented award-winning community changing initiatives based on science and innovation.

- ▶ Received 15 National Association of Counties Awards and 7 National Association of County Information Awards for resilience policies, king tide monitoring, water supply planning, water conservation, 3D visualization of climate impacts and adaptation, mapping green infrastructure and a living shoreline design toolkit, amongst others.
- ▶ National leader in future conditions policy development for adoption of minimum elevation for tidal flood barriers, establishment of resilience criteria for redevelopment in areas at risk for sea level rise inundation, adoption of ordinance requiring major redevelopments to design drainage systems to future groundwater table elevations rather than historic and setting policy to designate adaptation action areas of regional significance to prioritize funding and permitting of adaptation projects in areas vulnerable to sea level rise.
- ▶ Developed and implemented the 2015 and 2020 Broward Climate Action Plans.

17 YEARS

EXPERIENCE

EDUCATION

- ▶ PhD, Civil Engineering, Louisiana State University, 2009
- ▶ MS, Environmental Engineering, University of California, Berkeley, 2005
- ▶ BS, Civil Engineering, Florida State University, 2004

HIGHLIGHTS

- ▶ Regional expert in community resiliency
- ▶ Technical advisory role to the Southeast Florida Regional Climate Change Compact

REGISTRATIONS/ CERTIFICATIONS

- ▶ Professional Engineer, Civil, Florida, License No. 73868, Active
- ▶ Critical Infrastructure Protection Certificate, Texas A&M Engineering Infrastructure Disaster Management Program, 2019
- ▶ LEED Green Associate

AFFILIATIONS

- ▶ Member, Florida Shore and Beach Preservation Association
- ▶ Member, American Shore and Beach Preservation Association

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- ▶ Led technical workgroup of academic experts and multijurisdictional staff to develop and obtain agreement on the contentious 2015 and 2019 Unified Sea Level Rise Projection for Southeast Florida.

Convened multi-jurisdictional agencies and community partners to incorporate resilience into operations and provide climate education, training, and public outreach at game changing scale.

- ▶ Developed scope and managed procurement for Broward's first Countywide Risk Assessment and Resilience Plan to simulate, compare and visualize future flood protection strategies.
- ▶ Facilitated annual convening of elected officials from Broward's 31 municipalities and the Seminole Tribe of Florida to discuss resilience challenges and coordinated action. Planned and hosted 2017 Climate Compact Summit. Served as staff liaison Broward Climate Change Task Force comprised of County Commissioners and appointed representatives.
- ▶ Maintained collaborations with Florida Department of Transportation, Broward MPO, and city/ county transportation agencies to improve the project review, project planning and long-range transportation processes to incorporate resilience. Contributed to the establishment of Resiliency Review Board for County surtax projects.

Served as technical expert on interagency committees.

- ▶ Urban Sustainability Director's Network
- ▶ Southeast Sustainability Directors Network
- ▶ Florida Sustainability Director's Network
- ▶ Chair, Marine Fisheries Advisory Committee's Climate and Marine Resources Task Force (NOAA), 1stClimate Action Plan
- ▶ Florida Ocean Alliance Strategic Policy Plan for Florida's Oceans and Coasts
- ▶ South Florida Area Contingency Planning Committee, Plan Update
- ▶ Young Southeastern Asian Leadership Initiative Fellow, White House Initiative
- ▶ ICMA Technical Delegate, Coastal Zone Management, San Pedro de Macoris, DR
- ▶ Subject Matter Expert, Resilient Dialogues for Hallandale Beach
- ▶ Federal Highway Administration Climate Change Technical Advisory Committee, Member
- ▶ National Adaptation Forum Program Planning Committee, Member

Town of Longboat Key Sea Level Rise Risk Assessment, Florida

2021-ongoing

Resilience Engineer who has conducted vulnerability, exposure, and risk assessments. She has identified mitigation, adaptation, and funding strategies for flood protection, drainage improvements and storm damage including recommendations for policy and projects for incorporation in capital improvements plans.

ANDREW WYCKLENDT

PE 1050 Queen Street, Suite 100, Honolulu, HI 96814

SENIOR COASTAL ENGINEER/ APTIM

PROFESSIONAL QUALIFICATIONS

Andrew Wycklendt, PE is a Program Manager and Senior Coastal Engineer with over 16 years of experience designing and implementing a variety of coastal restoration, shoreline protection, sediment management, navigation, and flood mitigation projects along Atlantic, Gulf, Pacific, and Arctic coasts. He has worked in barrier island, headland and embayment, estuarine, deltaic, cliff, pocket, perched, and open coastal systems to restore or nourish beaches and other coastal systems that can be classified as either sand, mixed sediment, cobble, boulder, or volcanic. Project experience includes dredge and fill (for disposal, nourishment, or restoration), coastal structure (breakwaters, groins, jetties, revetments, and seawalls), and marine-related upland structures (beach access stairs, boardwalks, boat ramps, docks, piers, and wharves).

Mr. Wycklendt is versed in all aspects of the coastal engineering discipline, inclusive of coastal modeling, project design, permitting, bid and construction document preparation, construction oversight and administration, geophysical and biological surveys, geotechnical investigations, and oceanographic studies. He is responsible for managing broad-based coastal engineering projects, inclusive of marketing and sales, client contact, team coordination (engineering, survey, geotechnical, biological, CAD/GIS), feasibility analyses, engineering designs, numerical modeling, report preparation, permitting, and construction engineering services. Specific responsibilities include the following:

- ▶ Lead project teams in the design process for coastal restoration, shoreline protection, sediment management, navigation, and flood mitigation projects from conceptual design to detailed design including plans, specifications, and construction documents;
- ▶ Perform project management activities in a lead role being responsible for scope, budget, and schedule while working in close coordination with the project team, sub-consultants, and the client;
- ▶ Identify data requirements and assist with logistic planning and the collection and processing of oceanographic, geotechnical, geophysical, and biological data;
- ▶ Define numerical modeling needs and provide guidance to the numerical modeling team to support coastal projects;
- ▶ Analyze environmental effects and project performance using analytic and numerical models;
- ▶ Design coastal projects and estimate construction costs;
- ▶ Develop construction plans and specifications; and
- ▶ Administer coastal construction projects.

16 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Ocean and Resources Engineering, University of Hawaii, 2005
- ▶ BS, Ocean Engineering, Florida Atlantic University, 2003

HIGHLIGHTS

- ▶ 15 years of experience designing and constructing coastal projects
- ▶ 17 years of experience modeling coastal processes
- ▶ 22 years of experience conducting oceanographic studies and diving operations

REGISTRATIONS/ CERTIFICATIONS

- ▶ Professional Engineer, Civil, Florida, License No. 71604, Active
- ▶ American Academy of Underwater Sciences (AAUS) Diving Safety Officer and Scientific Diver
- ▶ Professional Association of Diving Instructors (PADI) Open Water SCUBA Instructor

AFFILIATIONS

- ▶ President, Hawaii Shore and Beach Preservation Association (HSBPA)
- ▶ Director, American Shore and Beach Preservation Association (ABPBA)
- ▶ Member, Divers Alert Network (DAN)

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services**RELEVANT EXPERIENCE****Sandsprit Park Boat Ramp Improvements, Martin County, Florida***2020-ongoing*

Coastal Engineer for boat ramp and dock replacement. Project design included sea level rise resiliency improvements which required parking lot elevation changes.

Stuart Causeway Boat Ramp Improvements, Martin County, Florida*2021-ongoing*

Coastal Engineer for the single boat ramp and infrastructure replacement.

96th Avenue Bulkhead, Martin County, Florida*2020-2021*

Coastal engineer for the design team for the design of an artificial reef material loading facility within the right of way of 96th Avenue at the Okeechobee Waterway.

Sunset Beach Stairs Design and Engineering, Haleiwa, Hawaii*2019*

Perform engineering calculations, project design and regulatory consultations for a set of wood stairs that were installed at Sunset Beach to ensure they meet building code requirements.

DORIS OTERO PhD

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

SENIOR COASTAL ENGINEER/ **APTIM****PROFESSIONAL QUALIFICATIONS**

Doris Otero, PhD, is a coastal engineer and has provided a variety of engineering services including assistance in permitting, engineering analysis, development of construction plans and specifications, construction bidding support and administration, post-construction monitoring calculations and report preparation. In addition, Dr. Otero has simulated coastal processes using numerical models and conducted research in support of erosion control studies, a coastal resilience analysis, and borrow area impact studies. She also provides engineering services such as construction observations, and shoreline & volume calculations.

RELEVANT EXPERIENCE

Little River Pocket Mini Park, Miami, Florida

2020

Dr. Otero served as the project manager where she performed engineering assessment of the waterfront structures including a concrete bulkhead located at the park to evaluate the existing conditions and provided design alternatives for the Canoe/Kayak launch structure. A floating dock to the western side of the bulkhead was proposed as one of the alternatives. In addition, Dr. Otero coordinated permit pre-application meetings and provided a pre-application permitting report to summarize discussions with the permitting agencies regarding the permit requirements for the project.

Lido Key Beach Repair Project, City of Sarasota, Florida

2015 – ongoing

Dr. Otero is the project manager and has assisted in the design of the Lido Key beach repair project. Performed volume calculations to estimate project volume and helped in the development of project cost estimate and final project plans and specifications. Conducted pay volume calculations. Provided during construction coordination with field observers and contractor. Prepared post-construction engineering monitoring report. For the 2015 Lido Key Renourishment Project, she provided during construction observations and assisted in the preparation of multiple annual monitoring reports including shoreline and volume change analyses. She is currently assisting the USACE with the federally authorized Lido Key Hurricane and Storm Damage Reduction (HSDR) Project on behalf of the City. Supporting the City in communication and coordination with the contractor and the USACE during all phases of construction. Assisting the City with permit compliance and notifying the City and regulatory agencies as appropriate in accordance with permit requirements and in coordination with the USACE.

Comprehensive Coastal Erosion Control Program, Manatee County, Florida

2015 – ongoing

Dr. Otero is the project manager and has provided engineering services in support of Manatee County's coastal program. She is currently assisting the County on their federal construction project with project coordination as the County's agent. Serving as the County's liaison in communication and coordination with the contractor and the USACE during all phases of construction. Addressing questions concerning the plans and specifications and other issues requiring coordination and attending weekly progress meetings. She is assisting the County on their public outreach for the federal authorized project providing weekly updated project information and overview during all

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9 YEARS**EXPERIENCE****EDUCATION**

- ▶ PhD, Environmental Engineering, Texas A&M University, 2019
- ▶ MS, Environmental Engineering, Texas A&M University, 2009
- ▶ BS, Environmental Engineering, Universidad Pontificia Bolivariana, Columbia, 2007

HIGHLIGHTS

- ▶ Bi-lingual
- ▶ 9 Years of experience in Florida in the fields of coastal engineering, beach nourishment, coastal structures, numerical modeling of coastal processes, and inlet management

**REGISTRATIONS/
CERTIFICATIONS**

- ▶ Matlab, Delft3D, SBEACH, ArcGIS, MIKE SHE/MIKE 11, HEC-RAS, HEC-HMS, DMSTA, ICPR, SEAWAT, MODFLOW, AutoCAD, Microstation, ERDAS Image

AFFILIATIONS

- ▶ Member, Florida Shore and Beach Preservation Association
- ▶ Member, American Shore and Beach Preservation Association

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phases of construction. She has assisted in the preparation of multiple annual monitoring reports including shoreline and volume change analyses.

City of Delray Beach Renourishment Project, Palm Beach County, Florida

2020

Dr. Otero is a coastal engineer who assisted the City of Delray Beach by providing on-site construction observation, and project coordination as the City's agent. Dr. Otero served as the City's liaison in communication and coordination with the contractor and the USACE during all phases of construction. She addressed questions concerning the plans and specifications. Dr. Otero was periodically present, as scheduled, throughout the day at the construction site, access corridors, and/or staging areas when construction activities were occurring and was on call throughout the period of construction. Observations were conducted to determine if construction was substantially in compliance with the construction plans, contract documents, and permit authorizations granted for the work. She monitored daily progress of the contractor dredge operations. Dr. Otero prepared the observation engineering monitoring report and developed the post-construction engineering monitoring report.

Town of Palm Beach, Midtown Beach Renourishment Project, Palm Beach County, Florida

2020

Dr. Otero is a coastal engineer who assisted the Town of Palm Beach by providing on-site construction observation, and project coordination. Dr. Otero was periodically present, as scheduled, throughout the day at the construction site, access corridors, and/or staging areas when construction activities were occurring. Observations were conducted to determine if construction was substantially in compliance with the construction plans, contract documents, and permit authorizations granted for the work. Dr. Otero documented observation via photos and prepared observation engineering monitoring reports.

Blind Pass Inlet Management Study, Lee County, Florida

2016 - 2018

Dr. Otero was a coastal engineer who assisted in the development of the Blind Pass Inlet Management Study. The primary focus of this inlet management study was to develop an updated sediment budget for the inlet and to evaluate strategies of inlet sediment management with the objective of balancing the sediment budget between the inlet and adjacent beaches.

Southern Palm Beach Island EIS, Palm Beach County, Florida

2015 – ongoing

Dr. Otero is the coastal engineer who is assisting with the numerical modeling using the cross-shore sediment transport model, SBEACH and Delft-3D to evaluate potential impacts of fill and structural alternatives included in the EIS study.

MORJANA SIGNORIN MS

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

COASTAL ENGINEER/APTIM

PROFESSIONAL QUALIFICATIONS

Morjana Signorin graduated in Oceanography in 2010, and in 2013 obtained her MBA in Project Management. She obtained her Master's degree in Ocean Engineering at Florida Atlantic University. Ms. Signorin has over 11 years of experience and has worked on over 30 projects focused on riverine and complex coastal systems. Along her career she has led several numerical modeling projects, which included engineering data analysis and in-depth analysis of coastal processes. She has conducted numerical modeling of currents, water levels, waves, storm surge, sediment transport, and morphology in several locations along the Gulf and East Coast of the United States. Ms. Signorin also has extensive experience in the application of GIS tools and meteoceanographic data collection. She has been involved in several coastal engineering projects where she provided engineering analysis support, performed construction observations, and preparation of technical reports. She regularly performs technical presentations at industry and academic conferences.

RELEVANT EXPERIENCE

2020 Mid-Town Shore Protection Project, Town of Palm Beach, Florida

2020

Ms. Signorin was the project manager for the 2020 Mid-Town Shore Protection Project, performing coordination with the client, USACE, and subcontractors, participating in meetings, conducting on-site construction observations, and preparing observation engineering monitoring reports. The project consisted of beach nourishment utilizing compatible sand from offshore borrow source in 2.6 miles of shoreline in the Town of Palm Beach, FL. Approximately 700,000 cubic yards of material was placed.

Sector 5 Beach and Dune Restoration Project, Indian River County, Florida

2019

Ms. Signorin performed on-site construction observations, conducted construction coordination with field observer and contractor, and prepared observation engineering monitoring reports. The project consisted of beach nourishment utilizing compatible sand from the Stewart Materials Fort Pierce mine in 3.1 miles stretch of coastline. The total placement volume was 123,800 cubic yards.

Beach Comprehensive Beach Management Plan, City of Deerfield Beach, Florida

2019 - Ongoing

Ms. Signorin performed engineering calculations, assisted on the development of management alternatives, performed SBEACH vulnerability and resiliency analysis, performed and analyzed the beachgoers surveys to determine the recreational value of the beach. Ms. Signorin was responsible for assisting in the writing of the plan and its accompanying appendices and performed a detailed review of the documents.

Numerical Modeling of Morphology Changes of the Refined Dredging Design of Wiggins Pass, Collier County, Florida

2012

Ms. Signorin performed numerical modeling of morphological changes with Delft3D to evaluate the dredging of a channel design to assess its stability and the benefits/impacts on the adjacent beaches.

11 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Ocean Engineering, Florida Atlantic University, 2020
- ▶ MBA, Project Management, UNIVALI, 2013
- ▶ BS, Oceanography, UNIVALI, 2010

HIGHLIGHTS

- ▶ Over 11 years of experience in coastal modeling and data analysis of meteo-oceanographic data
- ▶ Worked on over 30 numerical modeling projects in her career in Brazil and the United States
- ▶ Advanced programming and GIS knowledge

AFFILIATIONS

- ▶ Member, Florida Shore and Beach Preservation Association
- ▶ Member, American Shore and Beach Preservation Association

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Passage Key Inlet Management Study, Manatee County, Florida*Ongoing*

Ms. Signorin is the lead numerical modeler and project manager of this study. She has worked on the development of the sediment budget and is currently leading the setup, calibration, and application of the Delft3D numerical model developed for Tampa Bay region and specifically for the Passage Key Inlet and adjacent Anna Maria Island beach. The wave, flow, sediment transport and morphology models will be applied to evaluate effects of dredging potential sand borrow areas on the Passage Key ebb shoal. Combined with the developed sediment budget and the sediment properties database, model results will be used to evaluate the technical and environmental feasibility of borrow areas alternatives and support the permitting process.

Coquina Beach Groins Feasibility Study, Manatee County, Florida*Ongoing*

Ms. Signorin is the lead numerical modeler and project manager of this modeling study currently under development for the Coquina Beach. The scope of work is to complete a feasibility study to rehabilitate, remove and/or replace the Coquina Beach groins and evaluate alternative structural stabilization options to assist in reducing erosion on Coquina Beach. Alternatives will be developed and evaluated in the morphology model for performance in stabilizing the beach, shoreline response, effect on the adjacent beach, potential impact to nearshore hardbottom, likelihood of regulatory approval, cost comparison, and effect on recreation and overall beach use.

Longboat Pass Jetty Reconstruction Feasibility Study, Manatee County, Florida*Ongoing*

Ms. Signorin is the lead numerical modeler and project manager of this modeling study currently under development for Longboat Pass. The numerical model will be used to support information for the feasibility study in order to provision state and federal permit applications to reconstruct the jetty. The model production Model production runs for the alternatives will be conducted to evaluate stabilization of Coquina Beach, sediment pathways and sand bypassing, inlet processes, and the comparative performance of the alternatives. The alternatives will include different configurations of the jetty (length and permeability) and will be compared to a baseline (no action) scenario.

Inlet Management Study of Redfish Pass and Adjacent Beaches, Captiva Erosion and Prevention District, Captiva, Florida*2015 - 2019*

Ms. Signorin was the numerical modeler lead on the study that focused on the management strategy striving to balance the sediment budget with sediment bypassing and evaluated the utilization of Redfish Pass as a supplemental sand source for Captiva Island. A comprehensive historical analysis of the area was performed, along with shoreline and volumetric changes analysis and the update of the sediment budget. The numerical modeling was conducted utilizing Delft3D and included borrow area alternatives analysis and to evaluate the technical and environmental feasibility of several borrow areas alternatives and to support the permitting process.

Mexico Beach Sand Search 2019 – Borrow Area Modeling Study, Bay County, Florida*2019*

Ms. Signorin was the lead numerical modeler of this study. The primary objective of the modeling effort was to assess the effects of the borrow area dredging scenarios on waves and flows. Additionally, an analysis of the net longshore sediment transport was performed to evaluate the recommended borrow area design. The effects were evaluated by comparing the simulation results for the design and a baseline condition (no action).

ERICA CARR-BETTS MS, EI 6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487**COASTAL ENGINEER/APTIM****PROFESSIONAL QUALIFICATIONS**

Erica Carr-Betts has been working in the field of coastal engineering since 1999. Her focus is on coastal engineering design, permitting, project management, funding assistance, and construction oversight for APTIM. She completes the annual FDEP Local Government Funding Request (LGFR) in support of shore protection program, which includes project descriptions and future planning elements, budget development and project, design, construction, and monitoring scheduling.

RELEVANT EXPERIENCE**Coastal Engineer, Lido Key Beach Nourishment Project, Sarasota County, Florida**

Ms. Carr-Betts assisted with the design and permitting, Local Government Funding Requests, monitoring reports, and assisted with the Permit Application support. She also provided during construction observations for the 2018/19 Lido Beach Repair Project.

Coastal Engineer, Anna Maria Island Central Beach Nourishment Project, Manatee County, Florida

Ms. Carr-Betts conducted on-site construction observation of the 2006 Central Anna Maria Island beach nourishment Federal project. She drafted the Limited Reevaluation Report, reviewed plans and specifications, and assisted with project permitting and construction observation for the 2014 re-nourishment of the Central Project area.

Coastal Engineer, City of Anna Maria and Coquina Beach Shoreline Protection Project, Manatee County, Florida

Ms. Carr-Betts assisted with the 2011 beach restoration effort for the County on the north and south ends of Anna Maria Island. She assisted with the design, engineering, permitting, technical consultation and construction oversight services. Ms. Carr-Betts also assisted with the design and construction phase services for the 5-acre artificial reef located approximately 1,100 feet off the coast of Coquina Beach. She continues to assist with the permit required annual monitoring surveys and associated engineering calculations and reports.

Coastal Engineer, 2014 Anna Maria Island Parking Study, Manatee County, Florida

Ms. Carr-Betts conducted the 2014 parking study for Manatee County including presentations to the local city governments and coordination with state agencies.

Coastal Engineer, 2013-14 Coquina Beach Restoration Project, Manatee County, Florida

Ms. Carr-Betts assisted with design, permitting, plans and specification review, bidding assistance, construction observation, and post-construction monitoring analyses and reports. Coastal Engineer, Longboat Pass Geotextile Groin, Manatee County, Florida Ms. Carr-Betts assisted with design, permitting and construction phase services for placement of a geotextile groin adjacent to the island's southern jetty. The geotextile groin was placed along the southern shoreline in order to minimize sediment transport into the inlet from the existing porous jetty.

Coastal Engineer, Longboat Pass Inlet Management Study, Manatee County and Town of Longboat Key, Florida

Ms. Carr-Betts assisted with analysis of inlet and sediment transport processes.

Coastal Engineer, Delray Beach Renourishment Project, Palm Beach County, Florida

Ms. Carr-Betts helped develop the post-construction monitoring reports, engineering design document review, and sediment compatibility analysis. She assisted with the Long-Range Budget Plan Update 2007/2008 and 2008/2009. She prepared the FDEP Joint Coastal Permit application for the Fifth Periodic Beach Renourishment project.

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21 YEARS**EXPERIENCE****EDUCATION**

- ▶ MBA, Warrington College of Business Administration, University of Florida, 2005
- ▶ Engineering, Coastal and Oceanographic Engineering, University of Florida, 2002
- ▶ MS, Coastal and Oceanographic Engineering, University of Florida, 1999
- ▶ BS, Civil Engineering, The George Washington University, 1997

HIGHLIGHTS

- ▶ Over 21 years of coastal engineering experience.

AFFILIATIONS

- ▶ Member, Florida Shore and Beach Preservation Association
- ▶ Member, American Shore and Beach Preservation Association

JAMES AUSTIN, EI

COASTAL ENGINEER/APTIM

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

PROFESSIONAL QUALIFICATIONS

James Austin joined APTIM in August 2020. He brings with him experience gained through internships where he assisted a civil engineering firm with permitting, design work, and site inspections. Mr. Austin worked for a coastal engineering firm as an engineer intern while attending graduate school. Mr. Austin assists the project managers at APTIM on a variety of projects on both the east and west coasts of Florida.

RELEVANT EXPERIENCE WITH APTIM

Yacht & Racquet Club of Boca Raton, City of Boca Raton, Florida

2021-ongoing

Staff Engineer Data Collection. Mr. Austin performed a detailed inspection of existing infrastructure and provided recommendations for monitoring and replacement.

Caxambas Pass Park, Collier County, Florida

2021

Staff Engineer Data Collection. Mr. Austin performed a detailed inspection of existing infrastructure and provided recommendations for monitoring and replacement.

Texas General Land Office Region 1 Offshore Geophysical Survey

2020

Mr. Austin assisted with surveying Texas GLO Region 1 to locate beach compatible sand. He deployed and monitored the recording of several instruments, including a magnetometer, a Hydrotrac, a chirp sub-bottom profiler and a sidescan sonar. Mr. Austin was responsible for calibrating the Hydrotrac with the current sound velocity of the water. The survey team operated 24 hours a day and mapped over 2,250 nautical miles of seafloor.

Sector 3 Dune and Restoration Project, Indian River County, Florida

2020

Mr. Austin provided updated fill volume calculations and created construction beach profile plots for the IRC Sector 3 beach renourishment. He investigated the volume change between winter and summer beach surveys to accurately update the construction volumes. Mr. Austin assisted in the preparation of construction plans and technical specifications for the project. Mr. Austin is currently the construction observer for this ongoing project.

RELEVANT EXPERIENCE PRIOR TO APTIM

Pinellas County Erosion Control Structures Observation, Coastal Engineer I

2020

Mr. Austin provided design engineering support including: gathering background information, reviewing permits and inlet management plans, and report writing to support the Pinellas County Erosion Control Structures Project.

Fisherman's Landing Fishing Pier Restoration, Engineer Intern

2019

Mr. Austin provided construction engineering support including: attending construction meetings, recording of pre-construction conditions, and an opinion of probable cost to support the Fisherman's Landing Fishing Pier Restoration Project. In addition, he provided post-construction permit compliance engineering work.

Conn Beach Boardwalk Restoration, Engineer Intern

2019

Mr. Austin provided engineering support including: photo documentation, boardwalk measurements, notation of existing conditions, an opinion of probable cost, and technical specifications to support the Conn Beach Boardwalk Restoration Project.

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2 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Ocean Engineering, Florida Institute of Technology, 2020
- ▶ BS, Civil Engineering, Clemson University, 2017

REGISTRATIONS/ CERTIFICATIONS

- ▶ Engineer Intern (EI)/Engineer in Training 1100022561, Florida

AFFILIATIONS

- ▶ Member, American Society of Civil Engineers

KATY BROWN MS

SENIOR MARINE BIOLOGIST/APTIM

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

PROFESSIONAL QUALIFICATIONS

Katy Brown is a Marine Biologist with APTIM and has applied experience in biological and environmental science since 2005, with experience in Florida since 2007. This experience includes marine habitat characterization of natural and artificial reef communities, coastal wetland biological surveys, and protected species surveys. Ms. Brown also assists with preparation of environmental documents required in order to obtain state and federal permits for coastal projects, including Environmental Assessments (EA), Environmental Impact Statements (EIS), Biological Assessments (BA) in support of ESA Section 7 Consultation and Essential Fish Habitat (EFH) assessments in support of the Magnuson-Stevens Fishery Conservation and Management Act. Ms. Brown leads field survey operations for APTIM as well as analyzes and prepares data for final reports and deliverables.

RELEVANT EXPERIENCE

Pompano Pier Replacement Project, City of Pompano Beach, Florida

2014 - ongoing

Ms. Brown conducted a characterization study of the nearshore hardbottom adjacent to the Pier in support of the permit applications. Ms. Brown has also conducted each pre-construction and post-construction monitoring event on the nearshore hardbottom and mitigative artificial reef and has developed the permit required submittals.

Sanibel Causeway Shoreline Stabilization Project, Lee County, Florida

2017 - ongoing

Ms. Brown is the Marine Biologist and is coordinating with NMFS to develop a seagrass survey protocol to meet regulatory requirements. Ms. Brown delineated and characterized the seagrass resources located along both shorelines in order to provide updated biological data for the design and permitting phases of this project.

Collier Boulevard Boating Park, 951 Floating Dock Project, Collier County, Florida

2018 - 2020

Ms. Brown is the Marine Biologist who led the natural resources survey to delineate and characterize the mangrove and benthic resources located within the project area in order to provide updated biological data for the design and permitting phases of this project.

Ms. Brown also assisted in obtaining an Environmental Resource Permit for this project.

Greer Island Sand Management Plan, Town of Longboat Key, Florida

2019-ongoing

Ms. Brown led and conducted seagrass and wetland surveys in support of the design and permitting of a sand management (dredging) plan to control the spit migration at Greer Island. Ms. Brown is also coordinating with FDEP to develop a seagrass monitoring plan to document any unanticipated project impacts.

City of Sarasota 10th Street Outfall Dredging and Stormwater Project, Sarasota County, Florida

2015

Ms. Brown conducted a benthic resource investigation to determine the location and extent of seagrass and oyster resources adjacent to Centennial Park. The investigation area included the boat ramp, outfall, and existing seawall. Ms. Brown developed the report and data deliverables that were required during the permitting process.

11 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Marine Biology, Nova Southeastern University, 2016
- ▶ BS, Environmental Science, Fordham University, 2006

HIGHLIGHTS

- ▶ Experience includes marine habitat characterization of natural and artificial reef communities, coastal wetland biological surveys, protected species surveys

REGISTRATIONS/ CERTIFICATIONS

- ▶ PADI Dive Master, 2008
- ▶ AAUS Scientific Diver, 2008
- ▶ Emergency First Responder
- ▶ DAN O2 Administration

AFFILIATIONS

- ▶ Member, Ecological Society of America, 2016
- ▶ Member, Florida Shore and Beach Preservation Association

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Indian River County Coastal Management Program, Indian River County, Florida*2017 - ongoing*

Ms. Brown is the Marine Biologist who has prepared environmental documents in support of NEPA, Endangered Species Act Section 7 Consultation, and Magnuson-Stevens Fishery Conservation and Management Act during the permitting states of the beach nourishment projects. Ms. Brown led the biological monitoring effort for the Sector 5 Beach and Dune Restoration project (2019-present) and for the Sector 3 Beach and Dune Nourishment project (2019-present).

City of Riviera Beach Subaqueous Force and Water Main Crossing, Palm Beach County, Florida*2020*

Ms. Brown was the Marine Biologist who led the biological investigations for the City of Riviera, contracted through Chen Moore and Associates, in support of their Subaqueous Force Main and Water Main Crossing Project. The project included three alternatives that spanned across the wide Intracoastal Waterway near Blue Heron Bridge in Palm Beach County. Extensive areas of seagrass were delineated and characterized and detailed reports were provided to support of the environmental data required for the permit applications.

Environmental Documentation & NEPA Compliance

Ms. Brown is the Marine Biologist who has prepared environmental documents in support of National Environmental Policy Act, Endangered Species Act Section 7 Consultation, and Magnuson-Stevens Fishery Conservation and Management Act on the following projects:

Southern Palm Beach Island Comprehensive Shore Stabilization Project Environmental Impact Statement, Biological Assessment and Essential Fish Habitat Assessment, Palm Beach County, Florida

Environmental Assessment, Sector 5 Beach and Dune Restoration Project, Indian River County, Florida

Environmental Assessment, Collier County Beach Renourishment, Collier County, Florida

Protected Species Observations/Enumeration Surveys

Ms. Brown is the Marine Biologist who has performed protected species observations/enumeration surveys via in situ methodologies on the following projects:

Pompano Pier Replacement Project, NMFS Recommended Survey Protocol of *Acropora* spp. and Beach Jacquemontia Endangered Species Survey, City of Pompano Beach, Florida

Delray Beach Sixth Periodic Renourishment Reef Mapping and Listed Coral Survey, City of Delray Beach, Florida

Biological Monitoring/Assessments

Ms. Brown is the Marine Biologist who has performed biological monitoring/assessments including assessment of natural and artificial habitat function via in situ methodologies on the following projects:

Broward County Segment II Shore Protection Project, Broward County, Florida

Coquina Beach Restoration Project, Manatee County, Florida

Manatee County Central Beach Shore Protection Project, Manatee County, Florida

Collier County Beach Renourishment, Collier County, Florida

Lido Key Hurricane and Storm Damage Reduction Project, City of Sarasota, Florida

Sarasota Bay Estuary Program Artificial Reef Monitoring Project, Sarasota, Florida

Hillsboro Boulevard Water Main Upgrade Project Seagrass Survey, Broward County, Florida

SHARA TETER MS

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

MARINE BIOLOGIST/ **APTIM****PROFESSIONAL QUALIFICATIONS**

Shara Teter joined APTIM in February 2015, bringing with her extensive experience in marine and coastal biological surveying, scientific SCUBA diving, and Geographic Information Systems (GIS). Ms. Teter has 13 years of experience in marine and biological sciences, and her GIS experience spans over 10 years. She routinely conducts assessments in marine and estuarine habitats, including quantitative benthic assessments, fish census, habitat mapping using aerial imagery, in situ habitat mapping of resources, as well as statistical analysis and report production. Prior to coming to APTIM, she worked as a GIS Technician for the Fort Indiantown Gap National Guard Training Center Engineering Department, and as a member of U.S. Environmental Protection Agency Region 3 GIS Team in the Environmental Assessment & Innovation Division. She also served as a marine biology research assistant for the Guy Harvey Research Institute where her main duties were performing GIS spatial data analysis, investigating the habitat use and spatial movement patterns of elasmobranchs, and conducting marine research in the field.

RELEVANT EXPERIENCE**Pompano Pier Replacement Project, City of Pompano Beach, Florida***2014 - ongoing*

Ms. Teter conducted pre-construction and post-construction monitoring events on the nearshore hardbottom and mitigative artificial reef and has assisted in developing the permit required submittals.

Indian River County Coastal Management Program, Indian River County, Florida*2017 - ongoing*

Ms. Teter conducted the biological monitoring and data analysis for the Sector 5 Beach and Dune Restoration project (2019-present) and for the Sector 3 Beach and Dune Nourishment project (2019-present).

St. Lucie Inlet South Jetty Assessment, Martin County, Florida*2019 - ongoing*

Ms. Teter is the Marine Biologist who conducted the biological assessment of the St. Lucie Inlet south jetty to document benthic resources adjacent to and on the existing jetty. This effort was part of a comprehensive field investigation to evaluate the overall condition of the south jetty and to provide recommendations related to the design, condition, and intended function.

Walton County NRDA Artificial Reef Monitoring, Walton County, Florida*2016 - 2017*

Ms. Teter is the Marine Biologist who conducted the biological monitoring, including benthic characterization and fish census surveys, for Walton County in support of their Natural Resource Damage Assessment (NRDA) Artificial Reef project in the Gulf of Mexico. We worked collaboratively with Walton County staff, the Florida Fish and Wildlife Commission (FWC), South Walton Artificial Reef Association (SWARA) and other project partners to ensure the successful deployment of artificial reef materials in the 16 permitted project areas and compliance with the FWC grant.

13 YEARS**EXPERIENCE****EDUCATION**

- ▶ MS, Marine Biology and Coastal Zone Management, Nova Southeastern University, 2013
- ▶ BS, Biology, Central Connecticut University, New Britain, Connecticut, 2003

HIGHLIGHTS

- ▶ Experience includes marine habitat characterization of natural and artificial reef communities, protected species surveys, and GIS spatial analysis

**REGISTRATIONS/
CERTIFICATIONS**

- ▶ PADI Dive Master, 2014
- ▶ AAUS Scientific Diver, 2013
- ▶ Emergency First Responder, CPR, 1st Aid, AED
- ▶ DAN O2 Administration

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Coquina Beach Nourishment Project, Manatee County, Florida*2015 - ongoing*

Ms. Teter conducted biological monitoring of the nearshore hardbottom and artificial reefs. The monitoring included benthic characterization, sedimentation analysis and hardbottom delineation methods. Duties included statistical analyses and report development.

Protected Species Observations/Enumeration Surveys

Ms. Teter is the Marine Biologist who has performed protected species observations/enumeration surveys via in situ methodologies on the following projects:

Pompano Pier Replacement Project, NMFS Recommended Survey Protocol of *Acropora* spp. Endangered Species Survey, City of Pompano Beach, Florida

Delray Beach Sixth Periodic Renourishment Reef Mapping and Listed Coral Survey, City of Delray Beach, Florida

Biological Monitoring/Assessments

Ms. Teter is the Marine Biologist who has performed biological monitoring/assessments including assessment of natural and artificial habitat function via in situ methodologies on the following projects:

Collier County Beach Nourishment Project, Collier County, Florida

Manatee County SPP, Manatee County, Florida

Broward County Segment II Shore Protection Project, Broward County, Florida

Golden Triangle Marsh Creation Project, Lake Borgne, Louisiana

Hillsboro Boulevard Water Main Upgrade Project Seagrass Survey, Broward County, Florida

Riviera Beach Force and Water Main Project, Palm Beach County, Florida

Sarasota Bay Estuary Program, Artificial Reef Monitoring Project, Sarasota County, Florida

City of Deerfield Beach Recreational Artificial Reef Project, City of Deerfield Beach, Florida

BETH FORREST

 PhD, PG 6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487
 SENIOR GEOLOGIST/APTIM

PROFESSIONAL QUALIFICATIONS

Beth Forrest, PhD, PG, is a coastal sciences manager, overseeing the Geology and Geophysics Group. Dr. Forrest has over 18 years of experience with APTIM and is responsible for assisting with data collection and analysis, borrow area development, permitting, product preparation and technical report and presentation preparation in support of beach and marsh habitat restoration projects throughout the Gulf coast and eastern United States including Alabama, Texas, Louisiana, Florida, New York and North Carolina. Dr. Forrest has processed over 100 datasets for incorporation into Florida's Reconnaissance Offshore Sand Search (ROSS) Database, a queryable database and internet map viewer that was developed to compile and disseminate available coastal and nearshore data. Prior to working at APTIM, Dr. Forrest worked as a Coastal Geologist for the Florida Department of Environmental Protection.

RELEVANT EXPERIENCE

Mexico Beach Restoration Project, Bay County, Florida

2018 - 2020

In 2018, the Bay County Tourist Development Council contracted APTIM to provide preliminary reconnaissance sand search services to identify potential nearby offshore sand sources for use in a full-scale nourishment of Mexico Beach. APTIM conducted a preliminary reconnaissance sand search (Phase I) utilizing jet probes to refine potential sand resources. APTIM analyzed the jet probe sample data and identified one potential sand resource investigation area. This area was targeted during the 2019 Phase II and Phase III geophysical (magnetometer, sub-bottom profiling, sidescan sonar and bathymetric survey) and geotechnical (vibracore) investigations. Dr. Forrest is the geologist who provided assistance with technical report development and has been providing permitting assistance.

Redfish Pass, Lee County, Florida

2019 - 2020

Based on the 2019 Inlet Management Study of Redfish Pass and Adjacent Beaches developed by APTIM which recommended using the ebb shoal as a sand source, APTIM conducted a comprehensive geophysical and geotechnical sand search for Redfish Pass. Dr. Forrest is the geologist who is overseeing the development of a desktop study which compiled data related to past investigation areas, previously identified sand sources and developed borrow areas as well as previously collected geophysical and geotechnical data. Based on her evaluation of the existing data, Dr. Forrest helped develop a survey plan that made the most efficient use of existing data and avoided collecting duplicate data. Dr. Forrest oversaw the analysis of the 16 core borings collected in support of this project. This included logging, photographing, sample collection, sediment grain size analysis and carbonate testing. Based on these results, Dr. Forrest developed and designed a preliminary borrow area containing over 600,000 cy of suitable sediment for beach placement.

18 YEARS

EXPERIENCE

EDUCATION

- ▶ PhD, Geology, Florida State University, 2007
- ▶ MS, Geology-Geochronology, McMaster University, 2003
- ▶ BS, Geology, McMaster University, Boca Raton, 2001

HIGHLIGHTS

- ▶ Numerous Papers in Geology Publications
- ▶ Manages APTIM's "Marine Trash and Debris Awareness and Elimination" program to satisfy BOEM's yearly certification requirements

REGISTRATIONS/ CERTIFICATIONS

- ▶ Professional Geologist, New York, License No. 000703, Active
- ▶ BOEM Certified Protected Species Observer

AFFILIATIONS

- ▶ Reviewer, Journal of Coastal Research
- ▶ Member, American Shore and Beach Preservation Association

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Wiggins Pass Geotechnical Review, Collier County, Florida, Project Geologist

2011

The client was pursuing a permit to straighten Wiggins Pass in response to safety concerns and impacts to adjacent shorelines. I was tasked by the project engineer with characterizing the sediment within the Wiggins Pass ebb shoal, flood shoal and tributaries. To accomplish this, I compiled and reviewed existing geotechnical (vibracores, grab samples and jet probes) and geophysical (seismic) data. Following my initial work, we were requested to perform an analysis of the geologic control on the inlet provided by limestone, peat and/or clay substrata by collecting additional vibracores and seismic data. I planned the locations of the vibracores based on the location of existing data and assisted with the layout of seismic survey lines. My final review of the historic and newly collected data indicated that the ebb shoal, flood shoal and tributaries were predominantly fine-grained sand with pockets of shelly sediment, organic clay and rock fragments. My review of the seismic data and vibracore data indicated that these sediment types did not occur in continuous layers, which is consistent with reworked sediments associated with inlets. No continuous rock layer was found within the inlet and no controlling feature was identified directly adjacent to the current channel alignment. My recommendations included avoidance of rocky sediment or disposal at an upland disposal facility after dredging.

Collier County Emergency Sand Source Investigation: Phase III Geophysical and Geotechnical Investigations, Florida

2008 - 2009

Dr. Forrest was responsible for compiling and analyzing historic/existing geophysical and geotechnical data to develop an understanding of the offshore regional geomorphology, using this information to identify geomorphic features most likely to contain compatible sediment resources for the specific project. These features were then targeted during reconnaissance and design level geophysical and vibracore surveys. Dr. Forrest also analyzed vibracores collected in support of this project. Analysis included: core logging by describing sedimentary properties by layer in terms of layer thickness, color, texture, composition and presence of clay, silt, gravel or shell and any other identifying features by obtaining small sediment samples from irregular intervals within the cores based on distinct layers in the sediment sequence by photographing cores in 2 ft sections against an 18% grey background, Munsell color determination in accordance with ASTM D 2488-00 (visual manual procedure), in-situ field vane shear testing in cohesive soils in accordance with ASTM D 4648-00, sediment grain size analysis in accordance with ASTM D422-63 for particle size analysis of soils (for sediment finer than the No. 230 sieve ASTM D1140-00 is followed), and carbonate testing using the acid leaching method described by Twenhofel and Tyler (1941). She was also responsible for compiling final deliverables which included a final report as well as geotechnical and geophysical appendices presenting the results of the seismic, bathymetric, magnetometer, sidescan sonar and vibracore survey efforts.

PATRICK BRYCE PG

SENIOR MARINE GEOLOGIST/APTIM

725 US HIGHWAY 301 SOUTH, TAMPA, FL 33619

PROFESSIONAL QUALIFICATIONS

Patrick Bryce joined APTIM in 2017. He has over 9 years of experience in various types of geological and geophysical projects and investigations. Mr. Bryce has been involved in data collection and processing of both geophysical data (sidescan sonar, seismic sub-bottom, and magnetometer with USBL positioning) as well as collection of geotechnical data (vibracore, surface samples, and jet probe). Mr. Bryce's project experience includes sand search, hydrogeological, geotechnical, environmental, marine, and sinkhole/subsidence investigations across the State of Florida and the eastern Caribbean.

RELEVANT EXPERIENCE

Texas General Land Office/BOEM Region 1 Reconnaissance and OCS Geophysical Sand Search

2020 - ongoing

Mr. Bryce is the deputy project manager and party chief for these projects. Mr. Bryce has assisted with overall project management for this comprehensive high-resolution geophysical survey. The OCS project collected 1050 nm of geophysical data with 1-mile spaced survey lines and the reconnaissance project collected 2200 nm of geophysical data with 1-mile spaced survey lines, both in search of potential future coastal restoration sediment sources.

Preliminary Reconnaissance Sand Search, Jet Probe Operations, Mexico Beach, Florida

2019 - ongoing

During the first phase of the project, Mr. Bryce assisted in the dive operations to collect jet probes to determine depths and thicknesses of potential sand sources offshore Mexico Beach. Currently, Mr. Bryce is assisting with the planning and mobilization for the design-level geophysical operations, currently planned for April 2019, where he will serve as the sidescan sonar lead responsible for all magnetometer data collection, processing, and interpretation.

Williams Assets Significant Sediment Resource Areas Evaluations

2018 - ongoing

Mr. Bryce assisted with field planning and participated in geophysical and geotechnical data collection for this project. Mr. Bryce served as Sidescan Sonar lead and as an operator of APTIM's SEAS-VC700 vibracore system. Mr. Bryce also conducted, sidescan sonar data processing and interpretation, and report writing in support of the characterization of significant sediment resources. Mr. Bryce was involved in the project mobilization and assisted with the field data collection for the inspection of the submerged areas of the Peace River reservoir for evidence of sinkhole formation. Post field operations Mr. Bryce was responsible for sidescan sonar data processing, interpretation and exporting final data deliverables and a Final Report of Findings.

Lake Okeechobee Jet Probe and Vibracore Survey

2018

Mr. Bryce assisted with the project planning and field operations and led the geotechnical data collection efforts in Lake Okeechobee. The project consisted of collecting 15 jet probes and 15 vibracores followed by geotechnical data processing to support the identification and delineation of the sub-surface stratigraphy in the nearshore area of Lake Okeechobee near Pahokee, Florida for Palm Beach County.

APTIM | Proprietary and Confidential

SF #024791

9 YEARS

EXPERIENCE

EDUCATION

- ▶ BS, Marine Science (Geology Track), Eckerd College, St. Petersburg, FL, 2010

HIGHLIGHTS

- ▶ Over 8 years of experience collecting, processing, and interpreting geologic and geophysical data for marine, geotechnical, and hydrogeological investigations

REGISTRATIONS/ TRAINING

- ▶ Professional Geologist, Florida No. PG2945
- ▶ First Aid and CPR Certifications, 2018
- ▶ PDIC Open Water Diver, 2008
- ▶ SDI NITROX Certification, 2018

ANALYTICAL TECHNIQUES/ EQUIPMENT PROFICIENCY

- ▶ Edgetech SB216 and SB512 sub-bottom profilers
- ▶ Edgetech side scan sonar 4200 and 4125 systems
- ▶ Geometrics G-882 Digital Cesium Magnetometer

CHRISTOPHER DVORCAK, RPA

ARCHAEOLOGY LEAD / **APTIM**

PROFESSIONAL QUALIFICATIONS

Christopher Dvorscak is a Maritime Archaeologist with experience in submerged cultural resources, high-resolution geophysical and geotechnical survey, diver investigations, and integrated Section 106 projects. He meets the BOEM requirements as a Qualified Marine Archaeologist for the OCS, is a Registered Professional Archaeologist, and has managed projects involving coordination with federal and state agencies and Tribal Historic Preservation Officers.

RELEVANT EXPERIENCE

Shift Chief, Texas GLO/BOEM OCS Geophysical Sand Search

October 2020 - Present

Mr. Dvorscak assisted with survey data collection and served as shift chief for the comprehensive high-resolution geophysical survey. The project collected 1,050 nm of geophysical data across Heald and Sabine Banks offshore the eastern Texas coastline in search of potential future coastal restoration sediment sources.

Texas GLO Region 1 Reconnaissance Sand Search, Texas General Land Office, Offshore Region 1 Texas

August 2020 - Present

Mr. Dvorscak assisted with data collection during the comprehensive high-resolution geophysical survey. The project collected 2,200 nm of geophysical data across Texas Region 1 in search of potential future coastal restoration sediment sources.

Chevron SSRA Evaluation, Chevron Environmental Management Company, Main Pass OCS Blocks

August 2020 - Present

Mr. Dvorscak participated with geophysical survey and geotechnical investigations, as well as assisted in the archaeological clearance of proposed vibrocore locations. The project surveyed pipeline assets within BOEM SSRA blocks to determine the presence/absence of coastal protection resources to aid in the pipeline decommissioning process.

10 YEARS

EXPERIENCE

EDUCATION

- ▶ MA, Historical Archaeology/ Anthropology (Maritime Concentration), University of West Florida, 2018
- ▶ BA, Anthropology & Minor in Business, Eckerd College, 2010

REGISTRATIONS/ CERTIFICATIONS

- ▶ Registered Professional Archaeologist
- ▶ TDI Surface Supplied Diver, Dive Tender, and Air Operator
- ▶ AAUS Scientific Diver SDI Dive Master
- ▶ NAUI Advanced SCUBA Rescue NAUI Advanced Open Water SDI Nitrox Diver
- ▶ PDIC Open Water
- ▶ DAN Oxygen and First Aid
- ▶ NMFS Protected Species Observer

OFFSHORE CREDENTIALS

- ▶ BOSIET with HUET and CA-EBS

SOFTWARE PROFICIENCIES

- ▶ SonarWiz
- ▶ HIS Kingdom Suite HYPACK
- ▶ ESRI ArcMap and ArcPro EdgeTech Discover Qinsy
- ▶ Qimera
- ▶ SeaLINK

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services**Cultural Resources Survey Assessment to Support a Gas Pipeline Expansion, Offshore Cameron Parish, Louisiana****2020**

Mr. Dvorscak oversaw Phase I submerged cultural resources survey data acquisition, processing, and interpretation in federal water and provided real time QC data review onboard with surveyors to ensure sufficient data quality for archaeological review.

Marine Archaeological Resources Assessment for a Commercial Offshore Wind Farm Project, Offshore Virginia**2020**

Mr. Dvorscak oversaw Phase I submerged cultural resources analyses and interpretation of geophysical survey investigations conducted within a federal lease area and along export cable routes. He led analysis and interpretation of seismic survey, geotechnical data, and the clearing of geotechnical locations from an archaeological perspective.

Marine Archaeological Resources Assessment for a Commercial Offshore Wind Farm Project, Offshore New Jersey**2020**

Mr. Dvorscak oversaw Phase I submerged cultural resources analyses and interpretation of geophysical survey investigations conducted within a federal lease area and along export cable routes. He led analysis and interpretation of seismic survey and geotechnical data.

Cultural Resources Survey Assessment to Support Lovers Key Beach Nourishment Project, Offshore Lee County, Florida**2019**

Mr. Dvorscak oversaw Phase I submerged cultural resources analyses and interpretation of geophysical survey investigation conducted in federal and state waters. He assisted in survey design and planning, led analysis and interpretation of seismic survey and geotechnical data, and coordinated with the Florida SHPO.

Marine Archaeological Resources Assessment for a Commercial Offshore Wind Farm Project, Offshore New York**2019**

Mr. Dvorscak oversaw Phase I submerged cultural resources analyses and interpretation of geophysical survey investigations conducted within a federal lease area and along proposed export cable routes. He led analysis and interpretation of seismic survey and geotechnical data, cleared geotechnical locations from an archaeological perspective, designed and executed a Cultural Coring Campaign by selecting high priority subsurface locations to date paleoland forms to support ground model reconstruction and geophysical survey interpretations and consulted with BOEM to present pre-survey plans.

SABRINA PORTO MS

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

GEOLOGIST/APTIM

PROFESSIONAL QUALIFICATIONS

Sabrina Porto is a Marine Geologist with APTIM. Ms. Porto assists with data formatting and data review as well as geophysical data acquisition using sub-bottom profilers, sidescan sonars, magnetometers and singlebeam bathymetry systems. Ms. Porto is also the lab manager for the Boca Raton office's CMEC accredited geotechnical laboratory.

RELEVANT EXPERIENCE

Cocohatchee River Dredging Feasibility Evaluation, Collier County, Florida

2020

Ms. Porto is responsible for the detailed analysis and processing of geotechnical data. Collier County (County) desired to evaluate the feasibility of instituting a dredging program for the Cocohatchee River in a phased approach. The river, which is the upstream tributary of Wiggins Pass, has not been maintained in at least 15 years. While the inland waterway dredging program may be developed and expanded to other related water bodies in the future, this feasibility evaluation phase focused on the shoaling near the US 41 bridge crossing.

Texas General Land Office (GLO) Region 1 Sediment Management Plan Surveys, Offshore Texas

Ongoing

Ms. Porto is currently assisting with high-resolution marine geophysical data acquisition offshore Texas in GLO Region 1 and OCS. Concurrent magnetometer, bathymetric, sub-bottom profiling and sidescan sonar surveys are being conducted on an offshore vessel 24-hours per day. Ms. Porto is also acting as a Protected Species Observer (PSO) while survey is being conducted in federal waters.

System Wide Assessment and Monitoring Program (SWAMP), Louisiana

2019 - 2020

Ms. Porto was responsible for reporting field daily activities to the client, attending client meeting and providing client/crew assistance. She also provided field assistance, helping collect magnetometer, bathymetric, sub-bottom profiling and sidescan sonar data along the Louisiana coast.

Mexico Beach Sand Search, Bay County, Florida

2019

Ms. Porto helped with sediment core processing, vibracore and grab sample sieve analysis, data entry into specific software, data review and generation of sieve data reports and curves for the comprehensive study of the nearshore area off Mexico Beach in order to delineate a potential borrow area for coastal restoration efforts for the reconstruction of approximately 3 miles of beach impacted by Hurricane Michael.

6 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Geosciences, Geology focus, Florida Atlantic University, 2017
- ▶ BS, Geology, Universidade Federal de Sergipe (UFS), 2014

HIGHLIGHTS

- ▶ Fluent in Portuguese

REGISTRATIONS/ CERTIFICATIONS

- ▶ RPS Offshore Protected Species Observer (PSO) Training 2020
- ▶ 3200-XS Sub-bottom Profiler Training Course
- ▶ Fluvial Dynamic and Sedimentometry
- ▶ Sedimentation in Deepwater
- ▶ First Aid/CPR/AED and Administering Emergency Oxygen, American Red Cross

OPERATING EQUIPMENT

- ▶ Sidescan Sonar
- ▶ Sub-bottom Profiler
- ▶ Magnetometer
- ▶ Teledyne ODOM Hydrotrac II Singlebeam
- ▶ Sound Velocity Profiler

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Louisiana Sand/Sediment Resource Database (LASARD)

Ongoing

Ms. Porto is responsible for data formatting, data cataloging, review and compilation of data. This database was developed by CPRA to help facilitate the identification and management of nearshore, offshore and riverine sediment resources and is used to manage, archive, and maintain geological, geophysical, geotechnical and other related data pertaining to the exploration of sand/sediment in various environments.

South Lake Worth Inlet Sand Trap Expansion and Maintenance Dredging

2020 - ongoing

Palm Beach County requested Aptim Environmental & Infrastructure, LLC (APTIM) to perform design and permitting tasks to assist the County in preparing for the next periodic maintenance dredging project at South Lake Worth Inlet (SLWI). APTIM performed hydrographic surveys for three dredge sites and two disposal sites including portions of the Intracoastal Waterway (ICW) at cut P-50 from 12+00 to 30+00, the interior sand trap of SLWI, the Oyer Park Boat Channel, the SLWI artificial reef, and the Half Moon Bay Hole. Ms. Porto was responsible for geotechnical analysis and generation of bathymetric surface maps in GIS.

Currituck County Beach Monitoring and Beach Stability Assessment, North Carolina

2020

Ms. Porto was responsible for sieve analysis of sediment samples in accordance with the American Society for Testing and Materials (ASTM). Grain size results were entered into the gINT® software program, which computes the mean and median grain size, sorting, silt/clay percentages for each sample using the moment method. Results were provided as granulometric reports and grain size distribution curves for individual and profile composite samples, as well as overall composite grain size tables.

MICHAEL LOWIEC PSM

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

PROJECT SURVEYOR & GEOMATICS MANAGER/APTIM

PROFESSIONAL QUALIFICATIONS

Michael Lowiec, PSM, is a registered Florida Professional Surveyor and Mapper in technical charge of field and office operations for our Geomatics Department. He is responsible for the design of field phases of all surveys and reviewing all topographic and hydrographic survey data including multi-beam and single beam sonar surveys, beach profiles, inlet and shoal surveys, borrow area surveys, port and harbor surveys, and coastal structure surveys. Mr. Lowiec prepares permit required physical monitoring survey reports, private and public sovereign submerged land leases and easements, certified survey maps and drawings. He oversees land-based survey tasks including boundary surveys, right of way verification, mean high water surveys and is involved with the platting of erosion control lines. Mr. Lowiec has extensive knowledge of conventional and GPS-based survey methods and is trained and approved to use the National Geodetic Survey OPUS-Projects for establishment of GPS networks and control monuments.

RELEVANT EXPERIENCE**Broward County Beach Profile Surveys, Mean High Water Survey and Erosion Control Line Establishment, Broward County, Florida***2016 - 2022*

Mr. Lowiec served as the surveyor of record and was in technical charge of field and office operations for the Broward County Beach Profile and Mean High-Water Line survey for the establishment of an Erosion Control Line. Beach profiles were collected throughout the entire county as well as a Mean High-Water survey in the area of the Segment II project area. Mr. Lowiec coordinated with the relevant state agencies and performed the work in compliance with Chapter 161.141 of the Florida Statutes. A final certified map was produced and delivered to the Florida Department of Environmental Protection and the Division of State Lands. APTIM has also provided permit required annual monitoring from 2015 to 2020 consisting of topographic and hydrographic beach profiles from FDEP monuments R-25-R-85.

Mexico Beach Restoration Project, Bay County, Florida*2018 - ongoing*

In 2018, the Bay County Tourist Development Council contracted APTIM to provide preliminary reconnaissance sand search services to identify potential nearby offshore sand sources for use in a full-scale nourishment of Mexico Beach. APTIM conducted a preliminary reconnaissance sand search (Phase I) utilizing jet probes to refine potential sand resources. APTIM analyzed the jet probe sample data and identified one potential sand resource investigation area. This area was targeted during the 2019 Phase II and Phase III geophysical (magnetometer, sub-bottom profiling, sidescan sonar and bathymetric survey) and geotechnical (vibracore) investigations. Mr. Lowiec served as the project surveyor and oversaw field survey planning, geodetic control and water level corrections, single beam sonar collection, and processing of the hydrographic data.

17 YEARS**EXPERIENCE****EDUCATION**

- ▶ BS, Marine Science, Coastal Carolina University, 2002

HIGHLIGHTS

- ▶ 17 years of experience and industry expert in the field of coastal hydrographic survey, geodetic control, and topographic survey support for beach nourishment, coastal structures, and inlet management

**REGISTRATIONS/
CERTIFICATIONS**

- ▶ Professional Surveyor and Mapper, Florida, License No. 6846, Active
- ▶ National Geodetic Survey Opus-Project Manager
- ▶ Hypack Certified

AFFILIATIONS

- ▶ Member, Florida Surveying and Mapping Society
- ▶ Member, National Society of Professional Surveyors
- ▶ Member, Hydrographic Society of America (south Florida regional contact)

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Captiva and Sanibel Annual Monitoring Surveys, Lee County, Florida

2016 - ongoing

Surveyor of record and in technical charge of the 2016 and 2020 Topographic and Hydrographic monitoring surveys for the Captiva and Sanibel Nourishment project. The physical monitoring of Captiva and Sanibel Islands included topographic and hydrographic surveys of the beach and offshore areas. The monitoring data is necessary in order for both the Captiva Erosion Prevention District (CEPD) and the FDEP to continually observe and assess beach conditions. Monitoring surveys are further needed to continually observe the performance of the nourishment project as well as assess effects of the project on adjacent shorelines.

Indian River County Multibeam Survey, Indian River County, Florida

2018

APTIM was contracted by Indian River County to conduct a hydrographic survey of the south borrow area using a Reson Seabat 7125 SV2 multibeam system. The survey was conducted aboard APTIM's 24-foot Privateer survey vessel. An Applanix POS MV aided by Real Time Kinematic Global Positioning System (RTK GPS) was used for position and tide corrections. Mr. Lowiec served as surveyor of record for this survey.

Redfish Pass Inlet Management Plan, Lee County, Florida

2015

Surveyor of record for hydrographic and topographic surveys in support of the Redfish Pass Inlet Management Study. Hydrographic data was collected through the inlet complex as well as beach profiles on the adjacent beach. Three ADCPs and two water level recorders were deployed to measure currents, waves, and tide levels to model the complex coastal processes of the system and the impacts to Redfish Pass and Blind Pass in Lee County, Florida. Instruments were deployed for 30 days within each inlet as well as nearshore and offshore control sites.

Miami-Dade Annual Beach Profile Survey, Miami-Dade County, Florida

2004 - 2014

APTIM is a pre-qualified survey and engineering firm with Miami-Dade County, and has performed Beach Profile surveys on all of the County Beaches, starting in 2004, where a total of 154 profiles stations were surveyed. APTIM has performed the beach profiles survey several times during our time under contract with the County with the last assignment taking place in 2014. APTIM utilizes state-of-the-art survey technology to perform all tasks including Real Time Kinematic Global Positioning Systems, dynamic motion compensators, and highly accurate digital sounders to ensure a top-quality product for the County. Mr. Lowiec was Project Manager and Surveyor of Record for this survey.

Collier County Beach Profile and Inlet Surveys, Collier County, Florida

2007 - 2010

Mr. Lowiec served as the lead surveyor in technical charge of all field and office operations for beach profile and inlet surveys conducted for Collier County from 2007 to 2010. Survey work included topographic and hydrographic beach profiles for FDEP-required physical monitoring of County beaches from Delnor-Wiggins State Park to South Marco Island. The work also included hydrographic surveys of Doctors Pass, Wiggins Pass, and Clam Pass. All work resulted in certified survey reports and maps submitted to FDEP.

City of Deerfield Beach Canal Hydrographic Survey, Deerfield Beach, Florida

2005

APTIM conducted a hydrographic survey of approximately 3.5 linear miles of 16 canals where approximately five longitudinal transects were surveyed through each of the canals and depths were collected at approximately 5 foot intervals.

COTY GRANGER

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

SURVEY FIELD CHIEF/APTIM

PROFESSIONAL QUALIFICATIONS

Coty Granger joined APTIM in 2014 and has a background in topographic survey utilizing RTK GPS, and hydrographic survey collecting offshore bathymetric data with single beam sonar system. Mr. Granger has experience leading land and small vessel surveys and has experience in data reduction and interpretation. Mr. Granger has experience in the collection and registration of 3D terrestrial laser scanning.

RELEVANT EXPERIENCE**Broward County Beach Profile Surveys***2019 - ongoing*

APTIM was contracted with Olsen and Associates (J/V) to provide, in part, survey services for the ongoing Broward County Segment II beach nourishment program. Tasks included a mean high water survey and preparation of an Erosion Control Line in extension of the segment II nourishment project. Surveyors from APTIM performed the survey and prepared all required drawings, public notices, and other platting items as required by Chapter 161.141 of the Florida Statutes. APTIM also provided permit required annual monitoring from 2015 to 2020 consisting of topographic and hydrographic beach profiles from FDEP monuments R-25 to R-85. All work was conducted under the direct supervision of a Professional Surveyor and Mapper and a Certified Inshore Hydrographer.

Miami-Dade County Annual Beach Profile Survey*2014 - ongoing*

Mr. Granger is a surveyor and has performed beach profile surveys on all the county beaches, where a total of 154 profile stations were surveyed. APTIM has performed the beach profile surveys several times over the course of the contract with the last survey done in 2014. APTIM utilizes state-of-the-art survey technology to perform all tasks including Real Time Kinematic Global Positioning Systems, dynamic motion compensators, and highly accurate digital sounders to ensure a top quality product for the County.

Surveyor, Anna Maria Island Bathymetric and Topographic Survey, Manatee County, Florida*2021*

APTIM was contracted by Manatee County to conduct a topographic and hydrographic survey in Coquina Beach on Anna Maria Island, including the Longboat Pass ebb and flood shoal complex. Beach profile data was collected from FDEP monuments R-29 to R-41+305 from February 8, 2021 to February 10, 2021. This data is required for Manatee County and FDEP to continually observe and assess beach conditions for future construction. Deliverables included a bathymetric map of the entire Longboat Pass ebb and flood shoal complex created in Surfer and ArcGIS to assess morphological change of the area.

System Wide Assessment and Monitoring Program Hydrographic Surveys, Coastal Louisiana*2019 - ongoing*

Mr. Granger was the field chief providing hydrographic and geophysical survey services in continuation of the program. Over 5000 miles of hydrographic data was collected along coastal Louisiana from the Mississippi State

8 YEARS**EXPERIENCE****EDUCATION**

- ▶ AS, Niagara County Community College, 2012

HIGHLIGHTS

- ▶ Over 8 years surveying and mapping experience
- ▶ Proficient with hydrographic and topographic data collection
- ▶ Proficient with 3D laser scanning

**REGISTRATIONS/
CERTIFICATIONS**

- ▶ Class A CDL Driver's license

**EQUIPMENT
PROFICIENCY**

- ▶ Real-Time Kinematic (RTK) GPS systems
- ▶ Multibeam and single beam sonar
- ▶ Applanix POS M/V
- ▶ Faro 3D X330 laser scanner
- ▶ Conventional Land Survey (Total Station, Level)

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services

line to Texas State line including Lake Borgne, Barataria Basin, Terrebonne Basin, Atchafalaya Delta, Vermillion Bay, Lake Calcasieu and Lake Sabine. Mr. Granger led data collection for Phase III.

Lewis Creek Spillway Vulnerability 3D Laser Scan and Topographic Survey, Willis, Texas

2020 - ongoing

Mr. Granger was the survey technician responsible for the data collection and field operations in an effort to calculate the movement and displacement of a failing dam used to drain the Lewis Creek Spillway. Data collection included a 3D laser scan as well as topographic data in and around the spillway. Survey control was established and the 3D scan data was georeferenced with RTK GPS.

Indian River County, Florida Multibeam Survey

2018

Mr. Granger was the field chief to conduct a hydrographic survey of the south borrow area using a Reson Seabat 7125 multibeam system. The survey was conducted aboard APTIM's 24-foot Privateer survey vessel. An Applanix POS MV aided by Real Time Kinematic Global Positioning System (RTK GPS) was used for position and tide corrections.

THOMAS SHAHAN

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

PROJECT SURVEYOR/APTIM

PROFESSIONAL QUALIFICATIONS

Thomas Shahan is a Project Surveyor for APTIM. Mr. Shahan has experience in many coastal and marine applications including offshore, nearshore, and dune profile surveys, inlet bathymetric surveys, conventional survey data collection, survey control reconnaissance, dune and vegetation mapping, checking and setting of control points, sand sampling and analysis, and biological dive surveys. Mr. Shahan is also proficient in reducing and analyzing data using programs such as Hypack's Single Beam Editor, ArcGIS, AutoCAD Civil 3D and Surfer to determine environmental and morphological changes of the project area. His graduate research experience included the collection of ~300 beach profiles between Deerfield and Jupiter, FL using RTK GPS and an electronic total station. Beach profiles were then analyzed to determine morphological changes.

RELEVANT EXPERIENCE

Broward County Beach Profile Surveys

2019 - ongoing

APTIM was contracted with Olsen and Associates (J/V) to provide, in part, survey services for the ongoing Broward County Segment II beach nourishment program. Tasks included a mean high water survey and preparation of an Erosion Control Line in extension of the segment II nourishment project. Surveyors from APTIM performed the survey and prepared all required drawings, public notices, and other platting items as required by Chapter 161.141 of the Florida Statutes. APTIM also provided permit required annual monitoring from 2015 to 2020 consisting of topographic and hydrographic beach profiles from FDEP monuments R-25 to R-85. All work was conducted under the direct supervision of a Professional Surveyor and Mapper and a Certified Inshore Hydrographer.

Surveyor, Anna Maria Island Bathymetric and Topographic Survey, Manatee County, Florida

2021

APTIM was contracted by Manatee County to conduct a topographic and hydrographic survey in Coquina Beach on Anna Maria Island, including the Longboat Pass ebb and flood shoal complex. Beach profile data was collected from FDEP monuments R-29 to R-41+305 from February 8, 2021 to February 10, 2021. This data is required for Manatee County and FDEP to continually observe and assess beach conditions for future construction. Deliverables included a bathymetric map of the entire Longboat Pass ebb and flood shoal complex created in Surfer and ArcGIS to assess morphological change of the area.

3 YEARS

EXPERIENCE

EDUCATION

- ▶ MS, Geosciences with focus in Coastal Geology, Florida Atlantic University, 2018
- ▶ BS, Geology, Florida Atlantic University, 2014

HIGHLIGHTS

- ▶ More than 3 years of surveying experience
- ▶ Proficient with hydrographic and topographic data collection
- ▶ Proficient with 3D laser scanning

REGISTRATIONS/ CERTIFICATIONS

- ▶ Class A CDL Driver's license
- ▶ PADI/Enriched Air Nitrox Diver
- ▶ Scuba Diver-Scientific AAUS diver in training

EQUIPMENT PROFICIENCY

- ▶ Real-Time Kinematic (RTK) GPS systems
- ▶ Single beam sonar
- ▶ Applanix POS M/V
- ▶ Faro 3D X330 laser scanner
- ▶ Conventional Land Survey (Total Station, Level)

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services**Surveyor, City of Sanibel Annual Topographic and Hydrographic Beach Profile Survey, Sanibel Island, Florida***2019-ongoing*

APTIM has been under contract since 2015 with the City of Sanibel to provide extensive beach profile surveys to monitor coastal erosion and general bathymetric condition. The most recent survey conducted in Sanibel was in May 2019, which consisted of 127 hydrographic and topographic profiles collected with single beam sonar and Real Time Kinematics Global Navigation Satellite Systems (RTK GNSS). The data was processed and representative cross-section plots was derived for each profile line and plotted against historical data. Cross sections accompanied a full certified survey report including methods, control tabulation, and plan view maps.

Surveyor, Captiva Island Annual Physical Monitoring, Lee County, Florida*2020*

APTIM was contracted by the Captiva Erosion Prevention District to provide annual survey services for the 2020 Captiva Island Annual Physical Monitoring Topographic and Hydrographic Survey. The survey was conducted between FDEP monuments R-83 through R-123 including intermediate monuments. APTIM conducted the survey from October 21, 2020 to October 23, 2020. The scientific monitoring process provides information necessary to plan, design, and optimize subsequent follow up projects. The information collected may potentially reduce the need for, and cost of, unnecessary work as well as potentially reducing any environmental impact that may have occurred or to be expected.

Survey Technician, System Wide Assessment and Monitoring Program, Southern Louisiana

APTIM is currently under contract with the Coastal Protection and Restoration Authority (CPRA) to provide hydrographic and geophysical survey services in continuation of the System Wide Assessment and Monitoring Program (SWAMP). Over 5000 miles of hydrographic data was collected along coastal Louisiana from the Mississippi State line to Texas State line including Lake Borgne, Barataria Basin, Terrebonne Basin, Atchafalaya Delta, Vermillion Bay, Lake Calcasieu and Lake Sabine.

HEATHER VOLLMER GISP 6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

GIS ANALYST/APTIM

PROFESSIONAL QUALIFICATIONS

Heather Vollmer is a GIS professional with 22 years of experience in GIS data mining, engineering and maintenance, remote sensing, spatial analysis, supporting documentation and web app development. She is heavily involved in innovating the application of geospatial technologies to further advance the understanding of coastal management. Since joining APTIM in 2006, Ms. Vollmer has been charged with providing geospatial technological support to streamline and improve client projects and deliverables. Ms. Vollmer has been involved with numerous permit applications for beach nourishment projects along the coasts of Florida, North Carolina, Louisiana, New York and Alabama supporting our marine biologist, surveyors, modelers, geologist and engineers.

RELEVANT EXPERIENCE**GIS Analyst**

Ms. Vollmer is responsible for all GIS spatial analysis, data creation, maintenance and QA/QC, supporting report documentation (figures, tables, technical write-ups). A selected listing of Ms. Vollmer's project experience is provided below:

Broward County Segments II and III Shore Protection Projects, Florida
 Wiggins Pass Maintenance Dredging and Navigation Improvement Project, Collier County, Florida
 Collier County Beach Nourishment Project, Collier County, Florida
 Local Government Funding Requests, City of Deerfield Beach, Florida
 City of Deerfield Beach Vessel Exclusion Buoys, Deerfield Beach, Florida
 City of Delray Beach Seawall Vulnerability Assessment, Delray Beach, Florida
 South Lake Worth Inlet Dredging, Palm Beach County, Florida
 City of Sarasota 10th Street Boat Basin Maintenance Dredging and Seawall Replacement, Sarasota County, Florida
 Anna Maria Island Shore Protection Project, Manatee County, Florida
 Town of Longboat Key Beach Renourishment Project, Florida
 Town of Longboat Key North End Renourishment and Structural Stabilization Project, Florida
 Town of Longboat Key Breakwater Project, Florida
 Coquina Beach Restoration Project, Manatee County, Florida
 Captiva and Sanibel Islands Beach Restoration Project, Captiva Island, Captiva Erosion Prevention District
 Panama City Beach Erosion Control and Storm Damage Reduction Project, Bay County, Florida
 City of Delray Beach, Florida Fifth Periodic Renourishment, Delray Beach, Florida

22 YEARS**EXPERIENCE****EDUCATION**

- ▶ MS, Environmental Studies, Florida International University, 2010
- ▶ BS, Environmental Studies, Stockton University, 2003

HIGHLIGHTS

- ▶ More than 15 years of experience in ocean/coastal GIS in Florida
- ▶ 7 GIS scientific/technical publications

**REGISTRATIONS/
CERTIFICATIONS**

- ▶ GIS Professional (GISP) GIS Certification Institute, 2011
- ▶ Certificate of Geographic Information Systems, 2003
- ▶ Florida Master Naturalist

TRAINING

- ▶ ESRI ArcPro
- ▶ ESRI ArcGIS Online
- ▶ ESRI ArcGIS Suite
- ▶ ArcGIS extensions
- ▶ ERDAS-IMAGINE
- ▶ USGS Digital Shoreline Analysis System (DSAS)
- ▶ AutoCAD 2020
- ▶ Microsoft Access
- ▶ IDRISI-Taiga

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services**GIS Analyst, Interactive GIS Database, Town of Palm Beach, Florida**

The goal of the Town of Palm Beach's interactive GIS database was to provide a functional tool to explore the data that pertained to the Town's coastal projects. Ms. Vollmer was in charge of creating the interactive interface, creating database structure, QA/QC the database, writing FGDC compliant metadata, performing data analysis for impacts and persistence of hardbottom resources.

GIS Analyst, APTIM Enterprise, Data Structure and Management

Ms. Vollmer is APTIM's database librarian. She reformats and performs all QA/QC for database uploads as well as data mining for additional beneficial database information. She researches new technology and suggests future database management direction. She provides all in-house training and assists with the development of user documentation.

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services

ERIC BARNDT

CAD OPERATOR / APTIM

6401 CONGRESS AVENUE, SUITE 140, BOCA RATON, FL 33487

PROFESSIONAL QUALIFICATIONS

Mr. Barndt joined APTIM in 2020 bringing more than 30 years of design and drafting experience. His experience includes various aspects of marine and port design including surface modeling, dredge volume calculations, scheduling, conceptual drawings structural and mechanical drawings, as well as 3-D graphics and animation. Mr. Barndt is proficient in numerous design software, including AutoCad®, Microstation®, Softdesk®, Land Development®, Autodesk Civil 3D®, Carlson and Eaglepoint®.

RELEVANT EXPERIENCE**CAD Operator**

Mr. Barndt is responsible for all AutoCAD design and drafting. A selected listing of Mr. Barndt's project experience is provided below:

Wiggins Pass Maintenance Dredging and Navigation Improvement Project, Collier County, Florida

Collier County Beach Nourishment Project, Collier County, Florida

Anna Maria Island Shore Protection Project, Manatee County, Florida

Town of Longboat Key Beach Renourishment Project, Florida

Town of Longboat Key North End Renourishment and Structural Stabilization Project, Florida

Town of Longboat Key Breakwater Project, Florida

Coquina Beach Nourishment and Mitigative Artificial Reef Projects, Manatee County, Florida

South Lake Worth Inlet Project, Palm Beach County, Florida

Wa'a Cove Beach Restoration, Permit Sketches, Maui, Hawaii

City of Delray Beach, 6th Periodic Beach Renourishment Project, City of Delray Beach, Florida

2445. S. Ocean Blvd., Highland Beach CCCL Survey and Design, Palm Beach County, Florida

30 YEARS**EDUCATION**

- ▶ AS, AUTOCAD

HIGHLIGHTS

- ▶ 30 years civil engineering, surveying, environmental engineering and inspection.

TRAINING

- ▶ 10 Hour OSHA Confined Spaces Training
- ▶ Hydrology Certificate from U.C. Berkley

Professional Resume
TYLER CHAPPELL

Education

Texas Christian University- Fort Worth, Texas, Bachelor of Science, August 1997, Environmental Science

Summary

Mr. Chappell's capabilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, gopher tortoise surveys, environmental permitting, mitigation design, and mitigation monitoring. Mr. Chappell has performed a number of endangered and threatened species surveys, jurisdictional determinations, and environmental monitoring reports. Mr. Chappell has also conducted construction compliance inspections including turbidity monitoring for wetland and coastal projects. He has over twenty years of experience in many types of environmental permitting, including residential docks, marinas and coastal development.

Professional Experience:

VICE PRESIDENT

APRIL 2005 – PRESENT

The Chappell Group, Inc. Pompano Beach, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, gopher tortoise surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands. Construction compliance inspections including turbidity monitoring for wetland and coastal projects.

DIRECTOR, ENVIRONMENTAL SERVICES

JANUARY 1998 – APRIL 2005

Craven Thompson & Associates, Inc. Fort Lauderdale, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, gopher tortoise surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands.

Partial List of Projects:

- Gateway Hotel & Marina, Daytona Beach
- Harbour Towne Marina – Dania Beach
- Sunrise Harbor Marina, Fort Lauderdale
- Port Everglades Bridge over the FPL Discharge Canal, Port Everglades
- Boca Raton Beach Club & Marina, Boca Raton
- Ocean Express Pipeline, Dania Beach / Bahamas
- Miramar Regional Park, Miramar
- Dania Beach Port Casino, Dania Beach
- Border Patrol Center, Hollywood, FL
- Heron Bay, Parkland
- White Bay Cay, Exumas
- Hall of Fame Marina, Fort Lauderdale
- Fort Lauderdale Hollywood International Airport, Broward County
- Broward County Mitigation Monitoring, BC Waste & Recycling Services
- Pembroke Road over I-75, Broward County
- Sheridan Street, Broward County
- Deerfield Beach Pier Renovation, Deerfield Beach, FL
- Radisson Riverwalk Hotel, Tampa
- Port Everglades Turning Notch Expansion, Fort Lauderdale, FL
- Dania Beach Marina, Dania Beach, FL
- Broward County Segment II Beach Renourishment

Certifications:

- ISA Certified Arborist

Affiliations:

- South Florida Association of Environmental Professionals, Past President
- Florida Association of Environmental Professionals, Past Board Member
- Leadership Broward Graduate, Class XIX
- Marine Industries Association of South Florida, Board of Directors
- Florida Inland Navigation District, Past Broward Commissioner
- Riverwalk Trust, Past Board Member
- Broward Alliance, Past Investor
- International Society of Arboriculture, Certified Arborist, Member
- Hillsboro Inlet District, Broward Commissioner
- Friends of Hugh Taylor Birch State Park, Board of Directors, Secretary
- Port Everglades Association, Board Member
- Broward Workshop, Business Advocacy Committee
- Coastal Coalition, Fort Lauderdale Chamber of Commerce

Professional Resume
JENA ROBBINS

Education

Salisbury University, Salisbury, MD, 2011-2015
 B.S. Biology

University of Maryland Eastern Shore, Princess Anne, MD, 2011-2015
 B.S. Environmental Science, Concentration in Marine Science

Nova Southeastern University, Dania Beach, FL, 2016-2018
 M.S. Marine Biology

Summary

Ms. Robbins' capabilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, environmental permitting, mitigation design, and mitigation monitoring. Ms. Robbins has experience with endangered and threatened species surveys, jurisdictional determinations, and environmental monitoring reports. Ms. Robbins has performed field work involving the removal and relocation of coral species and has applied aquaculture methods to sustain coral life in a laboratory setting. As a member of *The Chappell Group, Inc.*'s team, Ms. Robbins is handling environmental permitting, including residential docks, marinas and coastal development projects.

Professional Experience:

SENIOR PROJECT BIOLOGIST

MARCH 2018 – PRESENT

The Chappell Group, Inc., Pompano Beach, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, benthic resource surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands.

RESEARCH ASSISTANT

OCTOBER 2016 – AUGUST 2018

Nova Southeastern University, Dania Beach, Florida

Conducted laboratory research in the Marine Larval Ecology Laboratory to investigate global and local anthropogenic stressors on coral species. Performed field work involving the removal and relocation of coral species along Florida's coastline and laboratory work involving assembly of aquaria systems, maintenance, and experiments. Performed statistical data analyses for research using R programming language. Prepared and revised research manuscripts for publication.

RESEARCH ASSISTANT

JANUARY 2015 – MAY 2015

Salisbury University, Salisbury, Maryland

Conducted biological research at Salisbury University to investigate the pathological and histological response of billfish tissue to monogeneans.

Partial List of Projects:

- Boca Raton Beach Club & Resort, Boca Raton
- North Fork Riverfront Park, Fort Lauderdale
- Port Everglades Turning Notch Expansion, Port Everglades
- Private client, single family home dock design and permitting
- River Oaks, Fort Lauderdale
- West Side Dry Retention Pond, Fort Lauderdale

Certifications:

- PADI Advanced Open Water SCUBA
- PADI Rescue Diver
- PADI Enriched Air Nitrox Diver
- DAN Emergency Oxygen Provider
- DAN Basic Life Support: CPR & First Aid

*Professional Resume***KATHRYN BONGARZONE****Education**

Averett University, Danville Virginia 2007-2010
 B.S. Environmental Science, minor Political Science, Magna Cum Lade

Summary

Ms. Bongarzone's capabilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, environmental permitting, mitigation design, and mitigation monitoring. Ms. Bongarzone has experience with endangered and threatened species surveys, jurisdictional determinations, and environmental monitoring reports. As a member of *The Chappell Group, Inc.*'s team, Ms. Bongarzone is handling environmental permitting, including residential docks, marinas and coastal development projects.

Professional Experience:

PROJECT MANAGER

MAY 2014 – PRESENT

The Chappell Group, Inc. Pompano Beach, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands.

HEAD UNIT LEADER/INSTRUCTOR

SEPTEMBER 2012- APRIL 2014

Newfound Harbor Marine Institute at Seacamp Association

Taught students through lecture, laboratory and field lessons in interpretive tropical marine science both on land and on water. Captain of a 26 ft. USCG designated research vessel, act as an ARC lifeguard, NAUI skin diving leader, and participate in hospitality services necessary to a residential facility. Worked directly with teachers to coordinate field trips for up to 120 students, including logistics, custom scheduling and lesson plans to fit the needs of each school.

Partial List of Projects:

- Port Everglades Turning Notch Expansion, Port Everglades
- Dania Beach Marina, Dania Beach
- Tortuga Music Festival, Fort Lauderdale
- Yachts Miami Beach Boat show, Miami Beach
- Harbor Towne Marina, Dania Beach
- Lauderdale Marine Center, Fort Lauderdale
- Palm Beach International Boat Show, West Palm Beach
- Pier 66 Marina, Fort Lauderdale
- Sunrise Parks, City of Sunrise
- Cooper City Soccer Park, Cooper City
- Riverwalk Plaza, Fort Lauderdale
- Saint Petersburg Power & Sailboat Show, St. Petersburg
- Alsdorf Park, Pompano Beach
- Wycliffe Country Club, Wellington
- Mondrian South Beach Miami, Miami Beach
- Harvey E. Oyer Jr. Park, Boynton Beach
- Billfish Marina, Fort Lauderdale
- The Oceanage, Fort Lauderdale
- Suncoast Boat Show, Sarasota

Affiliations:

- South Florida Association of Environmental Professionals, Member
- Leadership Broward, Class XXXVII
- International Society of Arboriculture, Certified Arborist, Member

Certifications:

- ISA Certified Arborist
- USCG OUVF Licensed Captain with Towing Endorsement
- ARC Lifeguard, First Aid and CPR certified
- ARC Lifeguard, First Aid and CPR Instructor
- PADI Open water SCUBA certified

Professional Resume

Katherine Meurer**Education**

Saint Francis University, Loretto, PA, 2014-2018
B.S. Biology & Environmental Science, minor Marine Biology

Summary

Ms. Meurer's capabilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, environmental permitting, mitigation design, and mitigation monitoring. Ms. Meurer has experience with jurisdictional determinations and environmental monitoring reports. Ms. Meurer has performed field work involving the identification of benthic resources and conducted scientific dives to determine the health of coral reef ecosystems. As a member of *The Chappell Group, Inc.*'s team, Ms. Meurer is handling environmental permitting, including residential docks and marinas.

Professional Experience:

PROJECT BIOLOGIST

MAY 2021 – PRESENT

The Chappell Group, Inc., Pompano Beach, Florida

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, benthic resource surveys, environmental permitting with all agencies, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands.

MARINE SEA TURTLE SPECIALIST II

MARCH 2019 – MAY 2021

Nova Southeastern University, Dania Beach, Florida

Conducted beach surveys to document and monitor turtle nesting activity and hatching emergencies along the Broward County coastline. While adhering to FWC permit conditions, daily task included locating egg chambers, relocation of imperiled sea turtle nests, and documentation of hatching post-emergence inventories. Performed data collection on female loggerhead and green sea turtles during the nesting season, which entailed carapace measurements, genetic and blood sampling, biopsy punches, and detection identification tags.

PADI OPEN WATER SCUBA INSTRUCTOR

MARCH 2019 – MAY 2021

Nova Southeastern University, Dania Beach, Florida

Taught and developed student learning during certification courses including classroom, confined water, and open water sessions. Manager other dive professionals and students to ensure student learning while plan logistics of course to fit each certification and skill level. Planned and lead recreational dive trips for members of the university to promote underwater learning.

Partial List of Projects:

- Boca Raton Beach Club & Resort, Boca Raton
- North Fork Riverfront Park, Fort Lauderdale
- Port Everglades Turning Notch Expansion, Port Everglades
- Sea Isle Marina & Yachting Center, Miami
- Saint Petersburg Power & Sailboat Show, St. Petersburg
- Harbour Towne Marina, Dania Beach
- Turnberry Marina, Aventura
- Suncoast Boat Show, Sarasota
- Private client, single family home dock design and permitting

Certifications:

- PADI Master Scuba Diver Trainer Instructor
- PADI Specialty Instructor
- PADI Open Water Scuba Instructor
- PADI Divemaster
- Emergency First Responder Instructor
- DAN Instructor: Diving First Aid & Oxygen Provider

State of Florida

Board of Professional Engineers

Aptim Environmental & Infrastructure LLC

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.

*Witness the Seal of the Board and the Signature
of the Board's duly authorized Chair
this 8th day of July, 2002.*



CA Lic. No. 9317

Kenneth S. Todd, Jr.

Kenneth S. Todd, Jr., Chair



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

Public License Information

[Renew](#)

License Number: 20-00100844
Location ID: 000000101
Business Control: 4471080

Business Information

Business Name: APTIM ENVIRONMENTAL & INFRASTRUCTURE LLC
Business Address: OUT OF CITY CONTRACTOR POMPANO BEACH FL
Mailing Address: 725 US HIGHWAY 301 S 34787 POMPANO BEACH FL
Owner Name:
Date Opened: 10/16/2019
Business Phone: (813) 612-3609
Contractor Flag: Y
Federal Tax ID:
Type of Ownership: LC
Status: Active

Business Officers

No officers are listed for this business.

License Information

Classification: 750-059 - PC POLLUTANT STORAGE STATE CERT
License Status, Date: ACTIVE, 10/16/2019
Application Issue Date: 10/16/2019, 10/16/2019
License Valid Thru Date: 10/16/2020

Additional Requirements

Description	Document Number	Expiration Date
WORKERS' COMP INSURANCE	100004242	6302021
STATE REGISTERED	NA	12/30/2030
GEN. LIABILITY INSURANCE	1000090589201	6302021
COMPETENCY/STATE/CO	PCC051689	8312020

Showing 1 to 4 of 4 entries



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 10, 2021

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
4171 ESSEN LN ATTN MELISSAHARRELL
BATON ROUGE, LA 70809-2157

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8051

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8051**

Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
4171 ESSEN LN ATTN MELISSAHARRELL
BATON ROUGE, LA 70809-2157

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

SUTHARD, BEAU CHRISTIAN

807 MARCO DRIVE NE
ST. PETERSBURG FL 33702

LICENSE NUMBER: PG2615

EXPIRATION DATE: JULY 31, 2022

Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHARP, NICOLE SHELBY

808 SE 14TH CT
DEERFIELD BEACH FL 33441

LICENSE NUMBER: PE74708

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MANN, DOUGLAS W

6787 TURTLE POINT DRIVE
LAKE WORTH FL 33467

LICENSE NUMBER: PE44046

EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DANCHUK, SAMANTHA NICOLE

631 EDDY ST
BOCA RATON FL 33487

LICENSE NUMBER: PE73868

EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WYCKLENDT, ANDREW J.

6401 CONGRESS AVENUE
SUITE 140
APTIM
BOCA RATON FL 33487

LICENSE NUMBER: PE71604

EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

BRYCE, PATRICK EDWARD

2751 SOUTH PINES DRIVE APT 10
LARGO FL 33771

LICENSE NUMBER: PG2945

EXPIRATION DATE: JULY 31, 2022

Always verify licenses online at MyFloridaLicense.com



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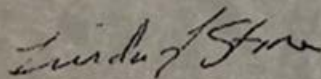
THE
Register of Professional Archaeologists

Certifies that

Christopher Dvorscak, MA, RPA

Has met all professional requirements
and has been accredited as a

REGISTERED PROFESSIONAL ARCHAEOLOGIST



Linda R. Stine, President



August 28, 2020

Date



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

Exhibit A Solicitation and Consultant's Response
License No.: **LS6846**
Expiration Date February 28, 2023

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

MICHAEL LOWIEC
409 SE 8TH AVE
DEERFIELD BEACH, FL 33441-4833

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Detach Here



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2021 - 2022**

Business Tax Receipt Valid from: October 1, 2021 through September 30, 2022

4438919
CHAPPELL GROUP INC, THE
714 E MCNAB RD

10/12/2021

POMPANO BEACH FL 33060

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: CHAPPELL GROUP INC, THE
BUSINESS LOCATION: 714 SE 15 ST POMPANO BEACH FL

RECEIPT NO: 22-00062283
CLASSIFICATION: CONSULTANT

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

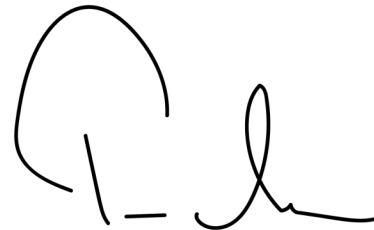
BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

State of Florida

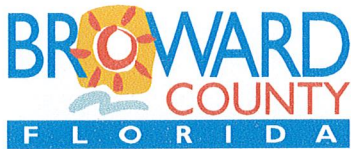
Woman Business Certification

The Chappell Group

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/29/2021 to 10/29/2023



J. Todd Inman
Florida Department of Management Services



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

August 9, 2021

**Ms. Sarah Chappell
THE CHAPPELL GROUP, INC.
714 East McNab Road
Pompano Beach, Florida 33060**

ANNIVERSARY DATE – Annually, on August 31st

Dear Ms. Chappell:

Broward County is pleased to announce **The Chappell Group, Inc.** has renewed its certification as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon The Chappell Group, Inc. renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify The Chappell Group, Inc. as a DBE.

As long as The Chappell Group, Inc. is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of The Chappell Group, Inc.

The Chappell Group, Inc. will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch>

DBE certification is **NOT** a guarantee of work, but enables The Chappell Group, Inc. to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Re: The Chappell Group, Inc.

August 9, 2021

If, at any time, there is a material change in The Chappell Group, Inc. including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of The Chappell Group, Inc., you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

The Chappell Group, Inc. may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

NAICS CODE: 541340 Drafting Services

NAICS CODE: 541620 Environmental Consulting Services

NAICS CODE: 541690 Other Scientific and Technical Consulting Services

NAICS CODE: 541990 All Other Professional, Scientific, and Technical Services

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,



Sandy-Michael McDonald, Director
Office of Economic and Small Business Development



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

October 27, 2021

Ms. Sarah Chappell
THE CHAPPELL GROUP, INC.
 714 East McNab
 Pompano Beach, Florida 33060

Dear Ms. Chappell:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 541340, 541620, 541690, 541990

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
 MCDONALD

Digitally signed by SANDY-
 MICHAEL MCDONALD
 Date: 2021.10.28 16:28:20
 -04'00'

Sandy-Michael McDonald, Director
 Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: NOVEMBER 8TH

The International Society of Arboriculture

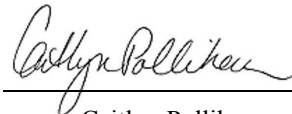
Hereby Announces That

Edwin Tyler Chappell

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

9 August 2010

Issue Date

31 December 2022

Expiration Date

FL-0213A

Certification Number



The International Society of Arboriculture

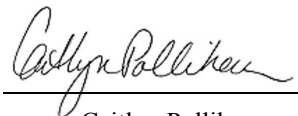
Hereby Announces That

Kathryn Bongarzone

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

24 August 2017

31 December 2023

FL-9301A

Issue Date

Expiration Date

Certification Number



ANSI National Accreditation Board
ACCREDITED

ISO/IEC 17024

PERSONNEL CERTIFICATION
BODY

#0847

ISA Certified Arborist



TM



OFFICE LOCATIONS

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services

Office Locations

APTIM will utilize personnel for this contract out of our Boca Raton, Florida location and if needed, our Tampa, Florida location. APTIM has 25 professional and administrative team members in the Boca Raton, Florida location and six (6) team members in our Tampa, Florida office.

Our sub-consultant, The Chappell Group is located in Pompano Beach, Florida and has four (4) team members for this RLI.

LOCAL BUSINESSES

LOCAL BUSINESS EXHIBIT "A"
 CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: E-07-22 Continuing Contract for Marine Engineering Services Prime Contractor's Name: Aptim Environmental & Infrastructure, LLC

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
The Chappell Group 714 McNab Road, Pompano Beach, FL 33060	Tyler Chappell 954.782.1908	Environmental Services	5

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RLI Number E-07-22

TO: Aptim Environmental & Infrastructure, LLC
(Name of Prime /Contractor)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above agreement/contract as (check below)

an individual a corporation
 a partnership a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Environmental consulting services

at the following price: TBD

2/15/2022
(Date)

The Chappell Group, Inc.
(Print Name of Local Business Contractor)

714 E McNab Road
(Street Address)

Pompano Beach, FL 33060
(City, State Zip Code)

BY: *Sarah Chappell*
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # E-07-22

I, _____
(Name and Title)


of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
NOT APPLICABLE		

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: _____

Name and Title:  Program Director
Date: 2/23/2022

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # E-07-22

1. What portions of the contract have you identified as Local Business opportunities?

Environmental Services

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

Verbal

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

APTIM reached out via a phone call to The Chappell Group

7. List the Local Businesses you will utilize and subcontract amount.

<u>The Chappell Group</u>	\$ <u>TBD</u>
_____	\$ _____
_____	\$ _____

8. Other comments: Contract is for unspecified marine and coastal projects

LOCAL BUSINESS EXHIBIT "D" – Page 2

LITIGATION

Litigation

Please see attached.

Aptim Environmental & Infrastructure, LLC					
Matter Name	Type of Incident	Date of Incident	What was the initial circumstance for this action?	Jurisdiction	Final Outcome
1. Elias Jorge "George" Ictech-Bendeck v. Progressive Waste Solutions of LA, Inc., et al.; 2. Larry Bernard, Sr. and Mona Bernard v. Progressive Waste Connections, APTIM Corporation, AND Parish of Jefferson; 3. Savannah Thompson v. Louisiana Regional Landfill Company, Aptim Corp., Parish of Jefferson, IESI LA Corporation; 4. Nicole M. Landry-Boudreaux v. Progressive Waste Connections, APTIM Corporation, AND Parish of Jefferson; and 5. Schaumburg, Seth v. Progressive Waste Connections, APTIM Corporation, and Parish of Jefferson; 6. Addison, Frederick, et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al.; 7. Anderson, Charles et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al.; 8. Brunet, Michael, et al. et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al.; 9. Winningkof, Mary Ann, et al. et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al.; 10. Calligan, Rickey, et al. v. et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al.; 11. Griffin, Regenia, et al. et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al. 12. Fleming, Deborah, et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al. 13. Gambino, Craig, et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al. 14. Rantz, Edward, et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al. 15. Brown, Debra Phelps, et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al.; 16. Green, Geneva, et al. v. Progressive Waste Solutions of LA, Inc., Aptim Corp., et al.	Alleged Negligence	2018 and 2019	Multiple Petitions for Damages filed against several defendants relating to alleged noxious odors emanating from the Jefferson Parish, Louisiana Landfill. These companion cases arise out of the same set of facts and circumstances.	24th JDC for the Parish of Jefferson, Louisiana	Ongoing
Samuel, Edward v. Aptim Environmental & Infrastructure, LLC	Alleged Negligence	2019	Edward Samuel filed a lawsuit in the Superior Court of the Virgin Islands, Division of St. Croix alleging negligent roof repair, which led to water inside the house, then a slip-and fall injury.	Superior Court of the Virgin Islands, Division of St. Croix	Resolved

Matter Name	Type of Incident	Date of Incident	What was the initial circumstance for this action?	Jurisdiction	Final Outcome
<p>1. Blankenberg, James v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 2. Brewer, Ryan v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 3. Duckworth, Joseph v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 4. Esteves, Edgar v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 5. Ford, Steven v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 6. Forrett, Ian v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 7. Fralick, Michael v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 8. Kinnicutt, Travis v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 9. Kliegl, Daniel v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 10. Ledrew, Christopher v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 11. Lewis, Douglas v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 12. Neizil, Jacob v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 13. O'Dell, Fred v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 14. O'Neal, Joshua v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 15. Rahder, Andrew v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 16. Whitman, Richard v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 17. Witten, Nicholas v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.;</p>	<p>Alleged Negligent Misrepresentation</p>	<p>2019 and 2021</p>	<p>Multiple suits in the Superior Court of the Virgin Islands alleging that defendants engaged in intentional or negligent misrepresentation or misrepresentation by interference, fraud, breach of contract, negligence by Defendants Witt O'Brien, APTIM, AECOM, Navigation and Patriot in contracting with the Campbell Defendants, and that Virgin Islands Housing Finance Authority improperly contracted with Defendants O'Brien, APTIM and AECOM. These companion cases arise out of the same set of facts and circumstances and were initially filed as one lawsuit in 2019 and severed in 2021.</p>	<p>Superior Court of the Virgin Islands, Division of St. Croix</p>	<p>Ongoing</p>
<p>Giery, Damon, et al. v. Atlas Elevation Group, Inc., et al.</p>	<p>Alleged Negligence</p>	<p>2019</p>	<p>Plaintiffs filed a Complaint against Atlas Elevation Group, Inc., CB&I n/k/a McDermott International, Inc., et al. regarding the RREM program and repairs to Plaintiff's home for damages caused by Superstorm Sandy. Plaintiff alleges that CB&I was hired by NJDCA as one of its program managers and was negligent in failing to ensure that all program requirements were met in all planning, construction and payment events.</p>	<p>Superior Court of New Jersey, Mercer County</p>	<p>Resolved</p>

Matter Name	Type of Incident	Date of Incident	What was the initial circumstance for this action?	Jurisdiction	Final Outcome
The United States of America, ex rel., Anthony Smith v. Tetra Tech EC, Incl., Radiological Survey & Remediation Services, LLC; The Shaw Group, Shaw Environmental & Infrastructure, et al.	Alleged Negligence	2019	This is a set of three qui-tam complaints filed against Tetra-Tech and in which the government has intervened, but only as to the claims made against Tetra-Tech. Of the three claims, only the Smith claim names Shaw.	U.S. District Court for the Northern District of California	Ongoing
The United States of America, ex rel., Kevin McLaughlin v. Shaw Environmental & Infrastructure, Inc., Chicago Bridge & Iron Company N.V., Aptim Corporation, Aptim Federal Services, et al.	Alleged Negligence	2019	Defense of Federal Civil False Claims Act allegations related to an environmental remediation project.	U.S. District Court, Northern District of California	Ongoing
Fenster, Trudy v. Witt O'Brien, LLC, Aptim Environmental & Infrastructure, LLC, Lionsgate Disaster Relief, LLC and Virgin Islands Housing Finance Authority	Alleged Negligence	2020	Trudy Fenster filed a lawsuit in the Superior Court of the Virgin Islands, Division of St. Croix alleging negligent roof repair and negligent hiring.	Superior Court of the Virgin Islands, Division of St. Croix, USVI	Ongoing
Treasure Island Former and Current Residents, Andre Patterson, Felita Sample, et al. v. Treasure Island Development Authority, Tetra Tech, Inc., Shaw Environmental, Inc., et al.	Alleged Negligence	2020	Plaintiffs, on behalf of a class of approximately 2000 individuals living and/or working at Treasure Island from 2007 to present are seeking \$2 Billion in damages from the Treasure Island Development Authority and other California governmental agencies, several U.S. Navy employees in their individual capacities, and various contractors. Plaintiffs allege knowledge of elevated levels of radiation, false/misleading/negligent public statements (in violation of the California Business Code) and improper cleanup of radioactive waste led to health-related and other problems. Theories also include strict liability for ultrahazardous activities, failure to warn (CA proposition 65 section 25249.6), public nuisance, private nuisance and civil conspiracy. Plaintiffs are also seeking an injunction to stop development of Treasure Island.	U.S. District Court-Northern District of California	Ongoing

CITY FORMS

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services

City Forms

Forms are attached and uploaded to the City's website.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent (Vendor) Name: Aptim Environmental & Infrastructure, LLC

Vendor FEIN: 77-0589932

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this Solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this Solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.313.

No X Yes

□I□□□S A□□T□ C□□ □□T□ □□□ A□□ □□□A□ C□□ □□T□□ □□□ T□ T□□ □□I□ S□ST□□

EXHIBIT E

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # E-07-22

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed with your electronic submittal.

Name of Firm	Certificate Included?
The Chappell Group	Yes

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

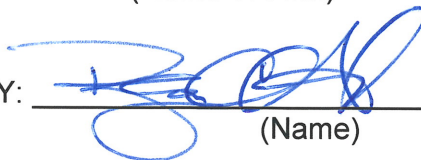
2/23/2022

(Date)

Aptim Environmental & Infrastructure, LLC

(Name of Firm)

BY:



(Name)

Beau Suthard

Solicitation No. E-07-22| Continuing Contract for Marine Engineering Services

Insurance

Please see attached.



Starr Indemnity & Liability Company

COMMERCIAL AUTO
SICA-1016 (0620)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS
AMENDATORY ENDORSEMENT**

Policy Number: 1000635746211

Effective Date: 6/30/2021

Named Insured: Aptim Holding Corp.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: 1000635746211

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Aptim Holding Corp.**Endorsement Effective Date:** 6/30/2021**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

DESCRIPTIONS (Continued from Page 1)

*******Schedule of Named Insureds*******

ACCELERATED REMEDIATION COMPANY, A PORTAGE APTIM LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 AELS ADMINISTRATIVE SERVICES, LLC
 AMERICAN PLASTIC PIPE AND SUPPLY, L.L.C.
 APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.
 APTIM COASTAL PLANNING & ENGINEERING, INC.
 APTIM COASTAL PLANNING & ENGINEERING, LLC
 APTIM COASTAL, INC.
 APTIM CONNECTICUT INC
 APTIM CORP.
 APTIM ENGINEERING OF NORTH CAROLINA, P.C.
 APTIM ENGINEERING PUERTO RICO, LLC
 APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
 APTIM ENVIRONMENTAL INTERNATIONAL, INC.
 APTIM ENVIRONMENTAL LIABILITY SOLUTIONS, L.L.C.
 APTIM FACILITIES, INC.
 APTIM FEDERAL SERVICES LLC
 APTIM GOVERNMENT SOLUTIONS, LLC
 APTIM HDR, LLC
 APTIM HOLDING CORP.
 APTIM HOLDINGS LLC
 APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC
 APTIM INVESTMENT HOLDINGS, INC.
 APTIM LIQUID SOLUTIONS LLC
 APTIM MAINTENANCE, LLC
 APTIM MASSACHUSETTS, INC.
 APTIM MASSACHUSETTS, LLC
 APTIM-NORTH WIND CONSTRUCTION JV, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM PORT SERVICES INTERNATIONAL, LLC
 APTIM PORT SERVICES MAINTENANCE, INC.
 APTIM PORT SERVICES, LLC
 APTIM SERVICES, LLC
 APTIM SPECIALTY SERVICES, L.L.C.
 APTIM/BAKER/GANNETT FLEMING J.V., AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM/STOK JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM-AIM JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM-VERSAR, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 ARLINGTON AVENUE E VENTURE, LLC
 ATLANTIC CONTINGENCY CONSTRUCTORS, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 HIGH DESERT SUPPORT SERVICES, LLC
 Coastal Estuary Services , LLC
 Aptim Engineering New York PC
 KingsBay Support Services, LLC
 LFG Specialties, LLC

Job Number:E-07-22

Description of Operations: Continuing Contract for Marine Engineering Services

City of Pompano Beach and Pompano Beach Community Redevelopment Agency are named insureds by broad form endorsement where required by contract or written agreement and allowed by law. Certificate holder and CRA are granted additional benefits under the policy as outlined above and allowed by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 1000090589211

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
 POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

- Severability M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.
- Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.
- Sole Agent N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.
- Subrogation O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.
- However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's** clients, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.
- Territory P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13****(Ed. 04-84)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: _____

WC 00 03 13**(Ed. 04-84)**

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
2022 STANDARD RATE SCHEDULE

I. PERSONNEL CLASSIFICATION	<u>Rate</u>
Expert Witness (Testimony)	\$345.00/hour
Principal Engineer.....	\$295.00/hour
Program Director	\$245.00/hour
Program Manager	\$215.00/hour
Senior Project Manager.....	\$275.00/hour
Project Manager	\$170.00/hour
Senior Coastal Engineer	\$195.00/hour
Coastal Engineer III	\$165.00/hour
Coastal Engineer II	\$130.00/hour
Coastal Engineer I	\$105.00/hour
Coastal Modeler II	\$130.00/hour
Coastal Modeler I.....	\$110.00/hour
Professional Geologist.....	\$160.00/hour
Geologist III.....	\$135.00/hour
Geologist II	\$95.00/hour
Geologist I	\$80.00/hour
Senior Marine Biologist	\$155.00/hour
Marine Biologist II	\$110.00/hour
Marine Biologist I	\$90.00/hour
Professional Surveyor & Mapper	\$160.00/hour
Hydrographer	\$130.00/hour
Surveyor.....	\$95.00/hour
Survey Technician	\$80.00/hour
Senior CAD Operator	\$185.00/hour
CAD Operator	\$110.00/hour
GIS Operator	\$120.00/hour
Boat Captain.....	\$80.00/hour
Bookkeeper	\$90.00/hour
Clerical.....	\$90.00/hour
Technician.....	\$70.00/hour

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
2022 STANDARD RATE SCHEDULE
(Continued)

II. EQUIPMENT	<u>Rate</u>
Truck (2WD road use).....	\$0.565/mile
Truck (4WD beach use).....	\$110.00/day
Survey Boat (28 ft. Parker).....	\$1,050.00/day
Survey Boat (24 ft. Privateer).....	\$790.00/day
Survey Sea Sled	\$310.00/day
All Terrain Vehicle	\$105.00/day
Enclosed 18" Trailer	\$78.00/day
Trimble RTK GPS	\$495.00/day
Trimble Differential GPS.....	\$415.00/day
Terrestrial Laser Scanner	\$500.00/day
Unmanned Aircraft System (Drone).....	\$350.00/day
Leitz Total Station w/Data Collector	\$130.00/day
Hand Laser Range Finder	\$15.00/day
Range Azimuth System.....	\$310.00/day
Odom Hydrotrack Sounder	\$165.00/day
Heave, Pitch, Roll Compensator	\$215.00/day
Odom ES3PT Multibeam	\$600.00/day
Speed of Sound Velocity Meter.....	\$63.00/day
Hypack/DredgePack Navigation System.....	\$260.00/day
Hypack/Hysweep	\$260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler	\$5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler.....	\$2,900.00/month *
Nortek Storm Software for wave and current data processing	\$50.00/day
Primer statistical package.....	\$200/project
X-STAR CHIRP 512i Seismic Profiling System	\$1,150.00/day
Seismic Profiler Thermal Printer	\$130.00/day
Sonar Wizard Map Seismic Data Processing Package	\$155.00/day
Edgetech 4200 FS Sidescan Sonar System.....	\$695.00/day
Sonar Wizard Map Sidescan Data Processing Package.....	\$155.00/day
Geometric G-881 Magnetometer	\$215.00/day
Schonstedt GA-52B Magnetic Locator.....	\$30.00/day
Jet Probe with Pump	\$55.00/day
Underwater Tide Gauge	\$175.00/day
Nikon Level/Tripod/Rod	\$65.00/day
PC PowerPoint Projector	\$50.00/day
Lietz Handheld Level.....	\$10.00/day
Optical Reading Compass.....	\$10.00/day
Garmin Handheld GPS	\$10.00/day
Turbidimeter.....	\$38.00/day

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
2022 STANDARD RATE SCHEDULE
(Continued)

SCUBA Tanks (Nitrox)	\$19.00/day
Digital Camera	\$10.00/day
Underwater Camera	\$32.00/day
Underwater Camera W/Strobes.....	\$75.00/day
Underwater Seadrop Integrated Camera.....	\$30.00/day
Underwater Video Camera	\$115.00/day
GPS Integrated Underwater Video Camera.....	\$435.00/day
Underwater Scooter	\$50.00/day
Sieve Analysis.....	\$75.00/sample
Carbonate Analysis	\$65.00/sample
Monuments	\$28.00/each
Survey Disk.....	\$15.00/each
Dry Suit.....	\$15.00/day
Ponar Sampler.....	\$30.00/day
Microscopes	\$20.00/day
Mobile Telephone	\$10.00/day
Penetrometer	\$55.00/day
Generator.....	\$60.00/day

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

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
2022 STANDARD RATE SCHEDULE
(Continued)

III.	SCUBA DIVING SERVICES	<u>Rate</u>
	Equipment & Insurance	\$75/diver/day **
	** Charge in addition to normal hourly rates for personnel listed on Page 1.	
IV.	NUMERICAL MODELS	<u>Rate</u>
	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	<u>Rates</u>
	Photocopies – Black & White	
	8 ½” x 11” and 8 ½” x 14”	\$0.10/page
	11" x 17"	\$0.15/page
	Heavy Bond	\$0.30/page
	Cover Stock	\$0.50/page
	Photocopies – Color	
	8 ½” x 11” and 8 ½” x 14”	\$0.50/page
	11" x 17"	\$0.75/page
	Heavy Bond	\$1.00/page
	Cover Stock	\$1.00/page
	CAD Plotter Copies	
	8 ½” x 11” and 8 ½” x 14”	\$1.00/each
	11" x 17"	\$2.00/each
	24" x 36"	\$3.00/each
VI.	APPROVED SUB-CONSULTANTS (management fee)	10% of cost
VII.	DIRECT COSTS (handling fee)	10% of cost

EXHIBIT C

INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONSULTANT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- ___ explosion & collapse hazard
- ___ underground hazard
- XX products/completed operations hazard bodily injury and property damage combined
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent contractors personal injury
- XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.