



**EIGHTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE FIRMS  
OF FOTH INFRASTRUCTURE & ENVIRONMENT, LLC AND APTIM COASTAL PLANNING &  
ENGINEERING, LLC, OPERATING AS A JOINT VENTURE FOR CONSULTANT SERVICES  
FOR THE BROWARD COUNTY SHORE PROTECTION PROJECT IN BROWARD COUNTY,  
FLORIDA RLI #040897-RB**

This Eight Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”); and Foth Infrastructure & Environment, LLC, a foreign limited liability company (“Foth”) [f/k/a Olsen Associates, Inc., a Florida corporation (“Olsen”)], and Aptim Coastal Planning & Engineering, LLC, a Florida limited liability company (“Aptim”), operating as a joint venture (together referred to as “Consultant”); (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. The Parties entered into the Agreement between Broward County and the Firms of Olsen Associates, Inc. and Aptim Coastal Planning & Engineering, LLC for the Broward County Shore Protection Project in Broward County, Florida RLI #040897-RB, dated December 8, 1998 (“Agreement”), to provide consultant services for the Phases I and II of the Shore Protection Project (“Project”).

B. On June 26, 2001, the Parties entered into the First Amendment to the Agreement to provide for additional services and compensation related to Phases I and II of the Project.

C. On June 22, 2004, the Parties entered into the Second Amendment to the Agreement to provide for additional services and compensation related to Phase III of the Project, including pre-construction, construction, and post-construction services related to Segment III beach nourishment.

D. On May 20, 2008, the Parties entered into the Third Amendment to the Agreement to provide additional services and compensation related to Phase IV of the Project, including post-construction monitoring services related to Segment III beach nourishment and preliminary sand search and pre-engineering services related to Segment II beach nourishment.

E. On September 28, 2010, the Parties entered into the Fourth Amendment to the Agreement to provide Phase V services for the Project, consisting of pre-design surveys, design, Federal document reformulation, permitting, construction documents, and bidding services related to Segment II beach nourishment.

F. On June 3, 2014, the Parties entered into the Fifth Amendment to the Agreement to provide for amendments to Phase V services for the Project, consisting of permit modification processing, National Environmental Policy Act documentation, preparation of plans and specifications, pre-construction monitoring, and construction contractor bid support related to Segment II beach nourishment.

G. On December 31, 2015, the Parties entered into the Sixth Amendment to the Agreement to provide for coastal engineering consultant services during the pre-construction, construction and post -construction timeframe of the Project.

H. On June 12, 2018, a separate agreement for consultant services related to Segment III of the Project was entered into by Broward County and Olsen after a bid process related to shoreline damage caused by Hurricane Irma in 2017, excluding future Segment III consultant services from the Agreement and associated amendments.

I. On June 14, 2022, the Parties entered into the Seventh Amendment to the Agreement supplementing the Scope of Work in Exhibit A-6 with the tasks described in Exhibit A-7 to provide for coastal engineering consulting services related to post-construction physical and environmental monitoring for the 2021-22 Broward County Shore Protection Project - Segment II FCCE Post-Irma Reparation Project being conducted by the United States Army Corps of Engineers, services related to regulatory permit compliance activities, future Federal project reauthorization activities for the Segment II Project, and the deletion of local requirements related to federal funding eligibility.

J. In July 2024, Foth acquired Olsen. The County, Olsen, and Foth executed a Consent to Assignment on January 16, 2025.

K. The Parties desire to further amend the Agreement to modify the scope of Task 33 in the Scope of Work described in Exhibit A-6 to assist the County with the establishment of an Erosion Control Line ("ECL") along a portion of the shoreline in Pompano Beach, Florida, which must be adopted before any beach renourishment projects can be conducted for this portion of the shoreline, as well as updating various contract provisions.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 3.1 is amended as follows:

3.1 **Consultant's services shall consist of the tasks set forth in Exhibits A-6 and A-7, attached hereto and made a part hereof.** County and Consultant have requested permission from the Florida Department of Environmental Protection ("FDEP") to consolidate the Project to a single plan (the "Consolidation"). If FDEP does not approve

the Consolidation, then Option A of Exhibit A-7 shall be deemed selected, and Consultant's services shall consist of the services outlined in Option A of Exhibit A-7. If Option A of Exhibit A-7 is deemed selected, Option B of Exhibit A-7 shall have no force or effect. If FDEP does approve the Consolidation, then Option B of Exhibit A-7 shall be deemed selected, and Consultant's services shall consist of the services outlined in Option B of Exhibit A-7. If Option B of Exhibit A-7 is deemed selected, Option A of Exhibit A-7 shall have no force or effect. Consultant shall provide all services as set forth in Exhibits **A-6 and A-7**, including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Consultant's level of effort, except for the services outlined in Option A or Option B **of Exhibit A-7** that are deemed to be without force or effect as a result of FDEP's approval or disapproval of the Consolidation.

4. Section 3.3 is amended as follows:

3.3 County and Consultant acknowledge that **Exhibit A-6 is for completion of certain Phase V services and for Phase VI services related to the Project and that Exhibit A-7 is for the completion of certain services and for Post-Irma Reparation Project services related to the Project. County and Consultant also acknowledge** ~~and~~ that additional negotiations will be required for subsequent phases. **Finally**, County and Consultant ~~also~~ acknowledge that the nature, extent, and timing of certain tasks within each phase are dependent upon Federal and State requirements with respect to design, permitting, and funding, and may be reduced in scope, changed in nature, or eliminated. It is the intent of this Agreement that the Consultant shall perform only those tasks within each phase which are determined by the Contract Administrator, in consultation with regulatory and funding entities and Consultant, to be necessary for completion of each phase. Initiation of each phase shall be authorized by a separate Notice to Proceed. County and Consultant may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of the Project. If County and Consultant cannot contractually agree, County shall have the right to immediately terminate negotiations at no cost to County and procure services for future Project phases from another source.

5. Section 4.1 is amended as follows:

4.1 Consultant shall perform the services described in Exhibits **A-6 and A-7** within the time periods specified in the timelines outlined in Exhibits **A-6 and A-7**; said time periods shall commence from the date of the Notice to Proceed for such services or, as applicable, from the date of receipt by Consultant and/or County of responses from those Federal and State regulatory and funding agencies whose approvals are necessary for completion of certain Project tasks.

6. Section 5.1.1 is amended as follows:

5.1.1 Lump Sum Compensation

**Compensation to Consultant for the performance of all remaining Basic Services identified in Exhibit A-6 as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total of \$637,193.62.**

If FDEP does not approve the Consolidation, then compensation to Consultant for the services outlined in Option A of Exhibit A-7 shall be a "Lump Sum" payment of a total of Four Million Three Hundred Eleven Thousand Seven Hundred Twenty-six and 00/100 Dollars (\$4,311,726.00). If FDEP does approve the Consolidation, then compensation to Consultant for the services outlined in Option B of Exhibit A-7 shall be a "Lump Sum" payment of a total of Three Million Nine Hundred Thirty-six Thousand Sixty-four and 00/100 Dollars (\$3,936,064.00).

7. Section 5.2.2 is amended as follows:

5.2.2 The maximum hourly rates shown on Exhibits **B-6 and B-7 attached hereto and made a part hereof** are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times one hundred (100). The CPI current period shall mean the most recent published monthly index prior to the contract anniversary. The CPI previous period shall mean the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor Table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (all items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth an amended Exhibits **B-6 and B-7** executed by the Contract Administrator and the Consultant.

8. New Sections in Article 8, Miscellaneous, are added to the Agreement as follows (bold/underlining omitted):

8.31 Verification of Employment Eligibility. Consultant represents that Consultant and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

8.32 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

8.33 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Consultant represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

8.34 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Consultant represents and certifies that Consultant will comply with Section 26-125(d) of the Code for the duration of the Term.

8.35 Ownership Disclosure Requirement. By January 1 of each year, Consultant must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

8.36 Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

9. Task 33 of Exhibit A-6 is deleted and replaced with the following (bold/underlining omitted):

**33. ESTABLISH EROSION CONTROL LINE**

**33.1 Survey Planning**

Section 161.141, Florida Statutes, requires an erosion control line (ECL) be established in a beach nourishment area as the permanent delineation of the boundary of State-owned submerged lands and lands owned by others. FDEP

requested the County resurvey the 1969 mean high water (MHW) line along Pompano Beach for adoption as an ECL. A review of the 1969 MHW line revealed several technical survey challenges that must be resolved before undertaking any field work. Consultant shall, with a professional surveyor and mapper (PSM), develop a solution to the technical challenges and coordinate with a surveyor from the FDEP Division of State Lands ("State Lands") to confirm the technical approach prior to undertaking the requested survey. Consultant shall make a formal request to FDEP Division of State Lands to perform the survey in support of future ECL adoption.

### **33.2 Mean High Water Line Survey**

Consultant, under the supervision and responsible charge of a PSM, shall locate the 1969 MHW line positions along Pompano Beach from approximately six hundred (600) feet south of Range Monument (R)-31 to approximately three hundred sixty one (361) feet north of R-49. FDEP surveyors may join the field team as work is undertaken. Field work shall be conducted within ninety (90) calendar days of the County's notice to proceed.

### **33.3 MHW/Proposed ECL survey Development for Board of Trustees of the Internal Improvement Trust Fund**

Consultant shall prepare a draft survey drawing depicting the 1969 MHW/Proposed ECL survey and submit it to the County and State Lands for review and approval within forty-five (45) calendar days of collection. Consultant shall answer any questions from County and State Lands regarding the draft survey and make any required adjustments to complete the survey. Consultant shall provide two (2) signed and sealed copies of the final MHW/Proposed ECL survey drawings, digital copy of the drawing, and legal description to State Lands for presentation to the Trustees. The survey and documents shall be completed using the Protocol for ECL Checklist and in accordance with Sections 161.141-161.211, Florida Statutes.

**DELIVERABLE.** Deliverables to the County and FDEP shall include the following:

- a. A draft MHW/Proposed ECL survey drawing;
- b. Two (2) signed and sealed copies of the final MHW/Proposed ECL survey drawings; and,
- c. One (1) digital copy of the final MHW/Proposed ECL survey drawings.

### **33.4 Trustees Meeting**

FDEP informed the County that State Lands will present the MHW/Proposed ECL survey to the Trustees of the Internal Improvement Trust Fund for their review and approval. This procedural effort will occur under the FDEP Division of State Lands' leadership with no Consultant or County participation anticipated at this time.

### **33.5 Public Meeting and Coordination Assistance**

County will coordinate with State Lands to set up and facilitate the public workshop and hearing in Broward County, which shall occur within six (6) months of the collection of the survey. Consultant will prepare a list of beachfront property owners with their addresses as shown on the County tax records. County will send a public notice to each owner consistent with Section 161.161, Florida Statutes. Consultant will assist the County in conducting the public workshop and hearing by preparing a PowerPoint presentation detailing the technical survey methodologies and results, attending the meeting, participating in the presentation, and answering any technical questions regarding the MHW survey.

Following the public workshop and hearing, and upon approval by the State of the ECL, Consultant shall provide two (2) final signed and sealed copies of the ECL survey on mylar media for legal recording purposes. Upon approval by the State of the ECL, County will record the platted line in the Official Records of Broward County and pay all appropriate recording fees.

**DELIVERABLE.** Deliverables to the County include:

- a. A list of beachfront property owners and their addresses as shown on the County tax records; and
- b. Two (2) final signed and sealed copies of the ECL survey on mylar media.

10. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. Consultant acknowledges that through the date this Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.

13. The effective date of this Amendment shall be the date of complete execution by the Parties.

14. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and Foth Infrastructure & Environment, LLC and Aptim Coastal Planning & Engineering, LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

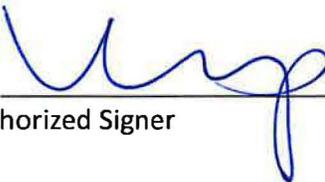
By \_\_\_\_\_  
Jennifer D. Brown (Date)  
Senior Assistant County Attorney

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

JDB/gmb  
Olsen/Foth Aptim Joint Venture Eight Amendment  
12/9/2024  
# 60057-0011

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CONSULTANT

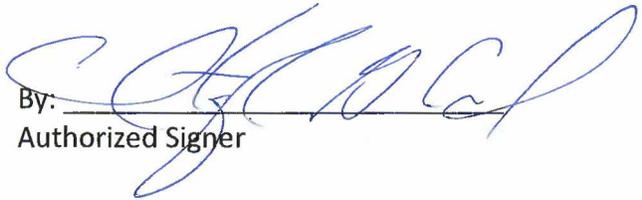
By:   
Authorized Signer

Nicole Sharp, Director  
Print Name and Title

24 day of January, 2025

EIGHTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE FIRMS  
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FLORIDA RLI #040897-RB

CONSULTANT

By: 

Authorized Signer

CHRISTOPHER G. CREED, Sr. Client Team Leader  
Print Name and Title *Foth Infrastructure & Environment, LLC*

24 day of Jan, 2025

  
Carrie L. Voskuil  
Senior Contracts Manager  
01/24/2025