Subject: Ranking of firms and agreement with Aptim Environmental & Infrastructure, Inc. for coastal management environmental consulting services.

Recommended Action: Approval of ranking of firms and execution of the agreement with Aptim Environmental & Infrastructure, Inc. Boca Raton, Florida for coastal management environmental consulting services.

Contract No.167-0486-CN (RW); in the annual amount of $250,000.00 for a five (5) year total of $1,250,000.00. Chairman to sign and Clerk of Circuit Court to attest.

Strategic Plan: Practice Superior Environmental Stewardship
3.2 Preserve and manage environmental lands, beaches, parks, and historical assets.

Summary: This contract provides for coastal consulting services on a continuing basis to assist with the County’s Coastal Management Program (CMP). The contract incorporates the continuation of existing projects and initiation of new projects to protect coastal infrastructure, enhance recreational opportunities, and to survey physical and biological beach conditions.

The firms in order of ranking are attached.

Background Information: A request for proposal to comply with the Consultants Competitive Negotiation Act (CCNA) per Florida Statute 287.005 was released on October 19, 2017 and the negotiation process concluded in February 2018.

The contract includes negotiated fully burdened hourly rates including all labor, direct/indirect overhead, margins/profits, and travel within the Tampa Bay Metropolitan Statistical Area (TBMSA). Travel outside of the TBMSA will be reimbursed in accordance with Section 112.061, Florida Statutes.

Fiscal Impact: The upset limit over the contract term is $250,000.00 annually for a total of $1,250,000.00.

The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to this contract provided the negotiated rates remain the same.

Funding is derived from Tourist Development Tax and various Capital Improvement Program budgets and/or operating budgets per individual work assignments on a multiple year/multiple work
assignment basis.

**Staff Member Responsible:**
Rahim Harji, P.E., Director, Public Works
Joe Lauro, Director, Purchasing

**Partners:**
N/A

**Attachments:**
Agreement
Ranking Spreadsheet
PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: COASTAL MANAGEMENT ENVIRONMENTAL CONSULTING SERVICES

RFP CONTRACT NO. 167-0486-CN (RW)

CONTINUING FIRM: Aptim Environmental & Infrastructure, Inc.
SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756; be sure to include your organization’s unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

(2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor’s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor, but in no event will the insurance limits be less than $500,000 for Workers’ Compensation/Employers’ Liability, and $1,000,000 for General Liability and Auto Liability if required below.

(1) All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County’s prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term “County” or “Pinellas County” shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County or any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.
SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) **Workers' Compensation Insurance**

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<tr>
<th>Limit</th>
<th>Florida Statutory</th>
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<tr>
<td>Employers' Liability Limits</td>
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<tr>
<td>Per Employee</td>
<td>$ 500,000</td>
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<tr>
<td>Per Employee Disease</td>
<td>$ 500,000</td>
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<tr>
<td>Policy Limit Disease</td>
<td>$ 500,000</td>
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(2) **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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<th>Limits</th>
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<tr>
<td>Combined Single Limit Per Occurrence</td>
<td>$ 1,000,000</td>
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<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$ 2,000,000</td>
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<tr>
<td>Personal Injury and Advertising Injury</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 2,000,000</td>
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(3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

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<tr>
<td>Combined Single Limit Per Accident</td>
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(4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

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<tr>
<td>Each Occurrence</td>
<td>$ 1,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$ 1,000,000</td>
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(5) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

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<th>Each Occurrence or Claim</th>
<th>$1,000,000</th>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
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</tbody>
</table>

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(6) **Property Insurance** Proposer will be responsible for all damage to its own property, equipment and/or materials.
ATTACHMENT A

GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 167-0486-CN

PROPOSAL TITLE: Environmental Consulting Services – Coastal Management

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. In addition, Attachment B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Attachment B.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100–690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.

4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal.

Information regarding certified M/VVBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act**: Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)**: Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689)**: A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The bidder shall certify compliance as per Attachment B


13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Prohibition on utilization of cost plus a percentage of cost contracts**: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

15. **Prohibition on utilization of time and material type contracts**: The County will not award contracts based on a time and material basis if the contract contains Federal funding.
ATTACHMENT B
CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS and UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)
PROPOSAL NUMBER: 167-0486-P
PROPOSAL TITLE: Environmental Consulting Services – Coastal Management

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

☐ Yes ☒ No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has ☐ has not ☒ Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.
2. DRUG FREE WORKPLACE CERTIFICATION


ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

As the person authorized to sign the statement, I certify that this firm complies fully with the these requirements.

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
ALTERNATE II (Vendors who are Individuals)

(1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
4. **DBE GOOD FAITH EFFORTS**

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

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<th>Date:</th>
<th>Firm and Contact Person:</th>
<th>Area of Expertise:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>N/A (in Pinellas County)</td>
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**Response:**

APTIM strives to support disadvantage businesses and has employed DBE firms on other contracts around the State in the past and will continue to do so based on individual project needs.

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<th>Firm and Contact Person:</th>
<th>Area of Expertise:</th>
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**Response:**
As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

Aptim Environmental & Infrastructure, Inc.

Company Name:

Thomas Pierro, Director of Operations

Printed Name and Title of Authorized Representative:

SIGNATURE

2/21/18

DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

2481 NW Boca Raton Blvd.

Street Address

Boca Raton, FL 33431

City, County, State, Zip

X Check if there are workplaces on file that are not identified here.

10-951-4559

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)