



Douglas Mann, P.E., D.CE.
Lead Coastal Engineer
Coastal Restoration Team

APTIM
6401 Congress Avenue, Suite 140
Boca Raton FL 33487
Tel: +1 561 361 3148
Fax: +1 561 391 9116
Douglas.Mann@aptim.com

631030509

February 17, 2023

Marshall Labadie, Town Manager
Ingrid Allen, Town Planner
Town of Highland Beach
3614 S. Ocean Blvd.
Highland Beach, FL 33487

Re: Beach Feasibility Study Update

Dear Mr. Labadie and Ms. Allen:

This letter is Aptim Environmental & Infrastructure, LLC's (APTIM) response to the Town of Highland Beach's request for a proposal to update the Town of Highland Beach's 2013 beach feasibility study. A scope of work is included in Exhibit 1

Compensation

The cost of these services is a lump sum of \$29,245. A cost breakdown is attached in Exhibit 2.

Contractual Basis

All services will be provided in accordance with the terms and conditions outlined in Exhibit 3.

Please authorize APTIM to proceed by signing and returning the Professional Services Agreement (PSA) in Exhibit 3 and issuing a purchase order in the name of Aptim Environmental & Infrastructure, LLC. A signed copy of the PSA will be sent to you.

If you have any questions, please call me.

Very truly yours,

Douglas W. Mann, P.E., D.CE.
Lead Coastal Engineer
Aptim Environmental & Infrastructure, LLC



Exhibit 1 Scope of Services

Introduction

In 2013, the Town of Highland Beach (Town) undertook a feasibility study¹ to develop a beach management plan to inform the Town regarding the condition of their beach and dune system, specific improvements that could be made, and how to fund those improvements. Since that time, the Town has participated in a joint climate change resiliency study and the beach and dune system has been subject to episodic erosional stresses by waves, tides, and storm surges. This plan update will review the existing conditions of the beach and dune system, review erosional conditions within the Town, and present updated improvements. Funding of these improvements will be reviewed and presented. Aptim Environmental & Infrastructure, LLC (APTIM) proposes the following services:

A. Beach and Dune Profile Survey

APTIM surveyors will survey the twelve (12) profiles established by the Florida Department of Environmental Protection (FDEP), which are located at approximate 1,000-foot intervals within the Town. These profiles have not been surveyed in many years. Current beach profiles will provide a basis for the beach management plan update. All surveys will be measured from the dune to the -30 feet NAVD depth contour or 3,000 feet offshore, whichever is greater.

B. Beach and Dune Condition Observation

APTIM coastal engineers will observe the conditions of the beach and dune for each property within the Town. Specific reference will be made to the presence of nearshore rock in the beach profile and its effects on beach and dune stability. The presence or absence of dune scarps and condition of dune vegetation will be noted.

C. Beach and Dune Changes

Beach and dune changes will be quantified at the mean high water line and at the toe of the dune. The beach profiles will be assessed through volumetric comparison from the top of the dune to the depth of closure. The changes will be assessed over the last decade. A discussion of erosion hot spots will be provided as appropriate.

D. Coastal Force Evaluation

APTIM engineers will evaluate the historic wind, wave, tide, storm surge, and recent storm history that have impacted the Town. An evaluation of the effects of sea level rise on the beach and dune system will be presented. The sea level rise evaluation will reference recent regional investigations by the Coastal Resiliency Partnership, and the findings of the South Florida Climate Change Compact.

E. Alternatives Evaluation

APTIM engineers will assess the need for immediate or future beach improvements. These improvements include dry beach nourishment, full beach profile nourishment, coastal structures, and

¹ The 2013 feasibility study was completed by Coastal Planning & Engineering, LLC, a Shaw Group Company. This is a legacy company of Aptim Environmental & Infrastructure, LLC. All records of the 2013 study reside in our Boca Raton, FL office.



dune restoration. Considerations of Town wide projects versus localized projects will be discussed. Conceptual level designs will be provided. An engineering opinion of probable construction costs will be provided. The regulatory requirements will be discussed. We will also discuss currently available beach access points for construction of a truck haul project.

F. Funding Alternatives

The report will discuss potential funding mechanisms available to the Town. These include Federal, State, County and Town funding opportunities. A discussion of various taxing options within the Town will be presented.

Deliverables

APTIM will provide a draft feasibility report in PDF format. APTIM will respond to one round of comments. APTIM will then submit two (2) hardcopies of the final report along with an electronic copy in PDF format. The draft copy of the report will be submitted within 12 weeks of the Notice to Proceed. The final report will be submitted within two (2) weeks of receipt of your final comments.

APTIM will prepare for, and attend, one (1) commission meeting to present the general findings of the report.



Exhibit 2
Cost Estimate



SPM REVISION: 2021 - REV 21.3
 Release Date: 5/18/21

PROJECT NUMBER: 631030509
 PROPOSAL NUMBER: 631030509
 Date Pricing Model was Prepared: 2/13/23

Project Estimate
Summary By Task
 Highland Beach Feasibility Study Update
 02/13/23

Task Number	Task Name	Labor	Sub-contractors	Equipment	Materials	Other ODC's	Travel	Total	Adjustments	Total Project
Tsk-001	Beach Profile Survey	\$ 8,500.00	\$ -	\$ 1,945.00	\$ -	\$ -	\$ -	\$ 10,445.00	-	\$ 10,445.00
Tsk-002	Beach Observation	\$ 3,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,350.00	-	\$ 3,350.00
Tsk-003	Beach and Dune Changes	\$ 2,090.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,090.00	-	\$ 2,090.00
Tsk-004	Coastal Forces Evaluation	\$ 2,510.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,510.00	-	\$ 2,510.00
Tsk-005	Alternatives Evaluation	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600.00	-	\$ 4,600.00
Tsk-006	Funding Alternatives	\$ 1,230.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,230.00	-	\$ 1,230.00
Tsk-007	Report and Meeting	\$ 5,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,020.00	-	\$ 5,020.00
Tsk-008	Task Name 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Tsk-009	Task Name 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Tsk-010	Task Name 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Totals =		\$ 27,300.00	\$ -	\$ 1,945.00	\$ -	\$ -	\$ -	\$ 29,245.00	\$ -	\$ 29,245.00

Submitted By: Douglas Mann
 Submitted To: Highland Beach Feasibility Study Update
 Submission Date: 02/13/23



Exhibit 3

Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FIXED PRICE BASIS**

This Agreement by and between Aptim Environmental & Infrastructure, LLC. ("APTIM"), and the undersigned client ("CLIENT") sets forth the terms and conditions pursuant to which APTIM will provide services (the "Services") to CLIENT.

1. Services

The Services to be performed are as described in the Proposal for Coastal Engineering Services for the update of the 2013 Beach Feasibility Study, which is attached as Exhibit A. The parties may modify, supplement or change the Services to be performed only by written amendment to Exhibit A.

2. Compensation

The services will be performed on a fixed price basis for **Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 dollars (\$29,245)**.

3. Payment

Unless otherwise agreed to in writing, invoices will be submitted no more frequently than every two weeks. Invoices shall be paid in U.S. Dollars in the manner requested by APTIM and are due upon receipt. Invoices not paid within thirty (30) days after the date thereof shall bear interest from the date thereof at the rate of one and one-half (1-1/2) percent per month or the maximum rate permissible by law, whichever is less.

4. Termination

Either Party may terminate this Agreement at any time, with or without cause, by written notice; provided, however, that CLIENT shall compensate APTIM for all Services performed prior to APTIM's actual receipt of notice and all of APTIM's costs and expenses incurred prior to and/or as a result of the termination.

5. Independent Contractor

APTIM shall be fully independent in performing the Services and shall not act as an agent or employee of CLIENT.

6. Taxes, Fees, and Other Charges

In connection with the Services, CLIENT shall pay all sales, conveyance, transfer and recording fees and taxes, if any. In the event APTIM is requested or authorized by CLIENT, or is required by government regulation, subpoena, or other legal process, to produce documents or personnel as witnesses regarding the Services performed under this Agreement, CLIENT agrees, so long as APTIM is not a party to the proceeding in which the information is sought, to reimburse APTIM for its professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests.

7. Documentation, Records, Audit

All documents, records, data, laboratory or field equipment computerized data files, computer models or other information supplied to APTIM by CLIENT and/or CLIENT's agents, employees, directors, officers, shareholders, or representatives shall remain the property of CLIENT and shall be returned to CLIENT upon completion of any work or service provided hereunder. APTIM shall be permitted to retain a copy of such information for archival purposes.

CLIENT shall have the right, at its expense, to inspect and audit APTIM's records and accounts covering charges hereunder at all reasonable times during the course of the Services for a period of one (1) year after the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges. APTIM is not required to keep records, or provide access to records it may have, relating to costs of goods or services charged to CLIENT on the basis of a fixed price, fixed unit rates, or which are expressed in terms of percentages of other costs.

Upon completion of any such audit, the results shall be presented to APTIM. To the extent that the audit indicates that APTIM has not been adequately compensated by CLIENT, CLIENT shall pay APTIM any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to APTIM exceeded the actual amount due, APTIM shall return such excess compensation to CLIENT.

8. APTIM's Responsibilities

a. APTIM shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing at the same time in the same or similar locality under the same or similar circumstances. APTIM makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services, and nothing stated in this Agreement shall be interpreted to require APTIM to exercise professional skill and care greater than that required in this Section 8a.

b. APTIM will complete the Services within a reasonable time. If a specific schedule is required by CLIENT, it must be set forth on Exhibit A. Except to the extent resulting from the fault of APTIM, if the provision of the Services is delayed or impaired, the time for completion of the Services shall be extended appropriately, and the rates and amounts of APTIM's compensation shall be adjusted equitably.

c. If the Services require APTIM to estimate the cost of work to be performed by others, such estimate shall be made on the basis of APTIM's experience and qualifications and shall represent APTIM's best judgment as an experienced and qualified professional. However, since APTIM has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over

competitive bidding or market conditions, APTIM cannot and does not guarantee that proposals, bids, or actual costs of such other work will not vary from APTIM's estimate. If CLIENT wishes greater assurance as to probable cost, CLIENT may employ an independent cost estimator.

9. Client Cooperation

CLIENT will: (a) provide APTIM with all relevant information available to it concerning the project or activity in connection with which the Services are requested; (b) consult with APTIM when requested; (c) provide APTIM with reasonable access to relevant sites; (d) make decisions and carry out its other responsibilities in a timely manner so as not to delay the performance of the Services; and (e) notify and report to regulatory agencies or governmental officials as required. CLIENT shall be responsible for, and APTIM may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to APTIM relating to the Services. APTIM may use such requirements, programs, instructions, reports, data, and information in performing the Services.

10. Indemnity

a. **BY APTIM. WITH REGARD TO CLAIMS ASSERTED BY THIRD PARTIES AGAINST CLIENT ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, AND SUBJECT TO THE LIMITATIONS SET FORTH IN SECTIONS 12 AND 13, APTIM SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT (INCLUDING ITS OFFICERS, DIRECTORS, AND EMPLOYEES) FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, FINES, PENALTIES, AND RELATED EXPENSES, PROVIDED THAT ANY SUCH LIABILITY, CLAIM, DEMAND, DAMAGE, FINE, PENALTY, OR RELATED EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, BUT ONLY TO THE EXTENT SUCH LIABILITY, CLAIM, DEMAND, DAMAGE, FINE, PENALTY, OR RELATED EXPENSE IS CAUSED BY APTIM'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

b. **BY CLIENT. WITH REGARD TO CLAIMS ASSERTED BY THIRD PARTIES AGAINST APTIM ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, AND SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 13, CLIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS APTIM (INCLUDING ITS OFFICERS, DIRECTORS, AND EMPLOYEES) FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, FINES, PENALTIES, AND RELATED EXPENSES, , BUT ONLY TO THE EXTENT SUCH LIABILITY, CLAIM, DEMAND, DAMAGE, FINE, PENALTY, OR RELATED EXPENSE ARISES FROM (i) CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT ANY SUCH LIABILITY, CLAIM, DEMAND, DAMAGE, FINE, PENALTY, OR**

RELATED EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY; (ii) ANY ALLEGATIONS THAT APTIM IS THE OWNER, OPERATOR, MANAGER, OR PERSON IN CHARGE OF ALL OR ANY PORTION OF A SITE ADDRESSED BY THE SERVICES, OR ARRANGED FOR THE TREATMENT, TRANSPORTATION, OR DISPOSAL OF, OR OWNED OR POSSESSED, OR CHOSE THE TREATMENT, TRANSPORTATION OR DISPOSAL SITE FOR, ANY MATERIAL WITH RESPECT TO WHICH SERVICES ARE PROVIDED; OR (III) ANY POLLUTION, CONTAMINATION OR RELEASE OF HAZARDOUS OR RADIOACTIVE MATERIALS, INCLUDING ALL ADVERSE HEALTH EFFECTS THEREOF, EXCEPT FOR ANY PORTION THEREOF WHICH RESULTS FROM APTIM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

c. **NOTICE. IN THE EVENT THAT EITHER PARTY:**

(1) SUFFERS RECEIVES A LIABILITY, CLAIM, DEMAND, DAMAGE, FINE, PENALTY, OR RELATED EXPENSE THAT THE PARTY BELIEVES TO BE COVERED BY THE FOREGOING SUBPARAGRAPHS 10(A) OR 10(B); OR

(2) LEARNS OF FACTS (OTHER THAN THE KNOWLEDGE APTIM GAINS THROUGH PERFORMING THE SERVICES) THAT MAY GIVE RISE TO A DUTY BY INDEMNITOR TO DEFEND, TO INDEMNIFY, OR HOLD HARMLESS,

THE INDEMNITEE SHALL PROMPTLY PROVIDE WRITTEN NOTICE TO THE INDEMNITOR. FAILURE TO PROVIDE PROMPT NOTICE WILL CONSTITUTE A WAIVER OF ANY INDEMNITY RIGHTS TO THE EXTENT THAT SUCH FAILURE UNDERMINES INDEMNITOR'S ABILITY TO MITIGATE ITS EXPOSURE

11. Defects in the Services

a. CLIENT shall not be responsible for discovering deficiencies in the technical accuracy of APTIM's services; however, should CLIENT become aware of such a deficiency, CLIENT shall promptly notify APTIM in writing. APTIM shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is attributable to deficiencies in CLIENT-furnished information.

b. In the event of any defect in any Service that does not cause damage to persons or property, APTIM's sole responsibility shall be to either (a) re-perform any defective Service according to the scope of work for that Service, or (b) to commence and diligently pursue the cure of the defect. Such re-performance or cure shall be CLIENT's sole and exclusive remedy for a defect covered by this paragraph.

12. Limitation of Liability

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent in the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may not reveal contaminants only a few feet away; and (3) technology, methods, accepted professional standards as well as law and policy, are constantly changing and evolving. In light of all of the foregoing and APTIM's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for APTIM's agreement to perform the Services on the terms and at the price herein provided for,

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT SPECIFICALLY AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT, INDEMNITY, OR ANY OTHER CAUSE OF ACTION OR THEORY ("CLAIM"), APTIM'S LIABILITY (INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY RESPONSIBLE) SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS THE LESSER OF THE TOTAL AMOUNT OF COMPENSATION PAID TO APTIM HEREUNDER OR \$100,000.

13. Waiver of Consequential Damages

IN NO EVENT SHALL APTIM OR CLIENT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OPERATION TIME, LOSS OF PRODUCT OR BUSINESS INTERRUPTION, HOWSOEVER CAUSED), WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE PREMISED ON A THEORY OF TORT, STRICT LIABILITY, INDEMNITY, WARRANTY, PROFESSIONAL LIABILITY, CONTRIBUTION, EQUITY, OR OTHERWISE.

14. Insurance

APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. If CLIENT requires additional insurance

coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall be charged therefor.

15. Intellectual Property, Patents and Inventions

CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but APTIM reserves all other rights with respect to these and all other documents produced in performing the Services. All reports will be delivered subject to APTIM's then current limitations. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results.

APTIM shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by APTIM hereunder in APTIM's field of expertise. APTIM shall grant to CLIENT a royalty-free, nonexclusive and nontransferable license under any such developed inventions and know-how to use the same in any of CLIENT'S facilities.

APTIM shall endeavor to provide Services in a manner that does not infringe on any valid patent, copyright, trademark or involve the use of any confidential information that is the property of others unless APTIM is licensed or otherwise has the right to use and dispose thereof. APTIM shall also inform CLIENT of any infringement that it has actual knowledge of a reason to expect will result from the use of the Services. However, APTIM shall not be required to conduct and/or prepare a patent or other search and/or opinion. Information submitted by APTIM to CLIENT hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe on any patent(s) owned by a third party, and APTIM specifically disclaims any liability therefor.

16. Confidentiality

In the course of performing Services, to the extent that CLIENT discloses to APTIM, or APTIM otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. APTIM will not use such information for any purpose other than the performance of Services to CLIENT.

CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulas, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company that has first agreed in writing with APTIM to an obligation of confidentiality identical to the obligations of CLIENT as set forth herein.

However, nothing herein is meant to prevent nor shall it be interpreted as preventing either APTIM or CLIENT from disclosing and/or using said information or data (i) when the information or data is actually known to the receiving party

before being obtained or derived from the transmitting party; or (ii) when, at any time, the information or data is generally available to the public without the receiving party's fault; or (iii) when the information or data is obtained or acquired in good faith at any time by the receiving party from a third party; or (iv) when a written release is obtained by the receiving party from the transmitting party; or (v) three (3) years from the date of receipt of such information; (v) or when permitted by this Agreement; or (vi) when required by process of law; provided, however, upon service of such process and to the extent practical and permitted by law, the recipient thereof shall promptly notify the other party so that they may object to the disclosure and/or waive compliance with the terms of this Agreement.

CLIENT shall obtain APTIM's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

17. Assignment

Neither party shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, any parent, subsidiary or affiliate of APTIM may perform some or all of the Services, and APTIM may upon notice to the CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

18. No Third Party Beneficiaries

This Agreement is strictly for the benefit of APTIM and CLIENT. There are no third-party beneficiaries to this Agreement, and no one other than APTIM and CLIENT may seek to enforce it. This Agreement is not intended to create any obligations owed to third parties.

19. Disputes and Arbitration

a. APTIM and CLIENT shall negotiate for a period of 30 days from notice of any dispute relating to this Agreement or the Services.

b. If the parties fail to resolve a dispute by direct negotiation, the dispute shall be resolved by binding arbitration in Baton Rouge, Louisiana. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the American Arbitration Association. The party filing a demand for arbitration must assert all disputes and claims then known to that party relating to this Agreement or the Services. The responding party must include in its response all disputes and claims then known to that party relating to this Agreement or the Services. The arbitrator shall limit discovery to the exchange of documents relevant to this Agreement and the Services and to a limited number of depositions based on the size and complexity of the dispute.

Interrogatories and requests for admissions are not permitted. The award rendered by the arbitrator shall be final, and judgment may be entered thereon by any court having jurisdiction.

c. The prevailing party, if any, shall be entitled to recover as damages its reasonable legal fees and expenses incurred in the course of the arbitration. A prevailing party is a party whose outcome is better for that party than that stated in the most recent written settlement offer made by that party at least 30 days prior to the beginning of the arbitration hearing.

20. Governing Law

This Agreement shall be governed by and interpreted pursuant to the rules of the state where the Services are performed. In the case of Services consisting mostly of engineering and consulting performed at APTIM's offices, this shall be the state in which the APTIM office principally responsible for the Services is located.

21. Entire Agreement

The terms and conditions set forth herein, and the exhibits hereto, constitute the entire understanding of the parties relating to the provision of Services by APTIM to CLIENT. This Agreement may be amended only by a written instrument signed by both parties.

22. Compliance with Codes and Law

CLIENT shall comply with all applicable codes and with all applicable federal, state, and local laws, statutes, rules, and regulations, and shall indemnify and hold APTIM harmless from any claims or damages resulting from CLIENT's failure to comply.

23. Waiver of Terms and Conditions

The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

24. Severability and Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions hereof shall survive the termination of this Agreement.

25. Notice

Where required by this Agreement, notice shall be made in writing by delivery to the address set forth below. Email notification is acceptable.

IN WITNESS WHEREOF, CLIENT and APTIM agree to the foregoing (**INCLUDING THE LIMITATIONS ON LIABILITY IN SECTION 12**) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth below.

Executed this ___ day of _____, 2023.

CLIENT NAME: _____

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

ATTACHMENTS:
Exhibit A – Services