

**TASK ORDER No. 10**

**CONTINUING PROFESSIONAL SERVICES  
(Civil Engineering – Water)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Holtz Consulting Engineers, Inc.**, a Florida CORPORATION (“CONSULTANT”).

**1.0 Project Description:**

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated 2/25/2026 and services are generally described as: 9th Ave. South Outfall and Living Shoreline Project (the “Project”).

**2.0 Scope**

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach with civil engineering design services related to water consulting services for the Project as specified in the CONSULTANT’s **proposal attached hereto and incorporated herein as Exhibit “1”**.

**3.0 Schedule**

The services to be provided under this Task Order shall be completed within 365 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$59,926.50. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

**5.0 Project Manager**

The Project Manager for the CONSULTANT is Stephen Fowler, P.E., phone (561) 575-2005; email: Stephen.Fowler@holtzconsulting.com; and, the Project Manager for the City is Vaughn Baker, P.E., phone: (561) 586-1798 ; email: Vbaker@lakeworthbeachfl.gov.

**6.0 Progress Meetings**

The CONSULTANT shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7.0 Compliance with section 787.06, Florida Statutes.**

By signing this Task Order before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

## **8.0 Authorization**

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Civil Engineering – Water) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated 3/28/2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 10 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONSULTANT: HOLTZ CONSULTING ENGINEERS, INC.

By: \_\_\_\_\_  
*[Signature]*

Print Name: Stephen Fowler, P.E.

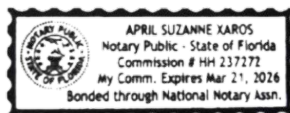
[Corporate Seal]

STATE OF Florida )  
COUNTY OF Palm Beach )

THE FOREGOING instrument was acknowledged before me by means of  **physical presence** or  **online notarization** on this 26 day of February 2026, by Stephen Fowler, as the Vice President \_\_\_\_\_ [title] of **HOLTZ CONSULTING ENGINEERS, INC.**, a corporation authorized to do business in the State of Florida, who is  **personally known to me** or  **who has produced** \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **HOLTZ CONSULTING ENGINEERS, INC.** to the same.

\_\_\_\_\_  
*April Karos*  
Notary Public Signature

Notary Seal:



**Exhibit “1”**



HOLTZ CONSULTING ENGINEERS, INC

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February 25, 2026

Vaughn Baker, P.E.  
Water Utilities Director  
City of Lake Worth Beach  
Water Utilities Department  
301 College Street  
Lake Worth, FL 33460

Subject: **City of Lake Worth Beach  
9<sup>th</sup> Ave South Outfall and Living Shoreline Project**

Dear Ms. Baker,

We are pleased to offer the following proposal for the City of Lake Worth Beach 9<sup>th</sup> Ave South Outfall and Living Shoreline Project. The project includes engineering services for surveying, design, and permitting of a new stormwater outfall pipe from the last catch basin into the intracoastal waterway and shore stabilization with a living shoreline.

## **PROJECT BACKGROUND**

The stormwater outfall to the Lake Worth Lagoon at 9th Avenue South is in a state of disrepair, making it operationally ineffective and posing a safety risk. The current outfall is a corrugated metal pipe that has become operationally ineffective. The proposed project would involve cleaning and restoring the outfall by replacing pipe, while also introducing living shoreline elements to stabilize the area and prevent further damage while helping to improve water quality.

## **SCOPE OF SERVICES**

The Scope of Services will consist of the following tasks:

### **Task 1 - Topographic Survey**

Under this task, Holtz Consulting Engineers (HCE) will contract with Dennis J. Leavy & Associates, Inc., to perform a topographic survey of the project area. The surveyor shall:

- 1.1 Obtain horizontal and vertical control utilizing Florida state plane 83/90 adjustment Horizontal Datum and NAVD 88 Vertical Datum with reference ties depicted to the Palm Beach County horizontal control network.



- 1.2 Review recorded plats of record and locate existing field monumentation in order to determine the right-of-way location, (no search of the public records will be performed by this firm).
- 1.3 Prepare a Topographic Survey as defined in Rule 5J-17.050 (12) of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers. In particular, the survey will depict the following information within the limits of survey:
  - Location of visible fixed improvements within the project limits, including physical objects, roadway pavement, driveways, sidewalks, walls, curb, drainage swales, native trees having a diameter of 4" or greater at breast height, signs, fences, power poles and buildings.
  - Locations of above ground existing utilities: FPL, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers, including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.
  - Elevations shall be indicated at 50-foot station intervals at a minimum, to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.
  - Locate the existing Mean High Water Line elevation as provided by the State of Florida Department of Environmental Protection staff.
  - Provide one (1) cross section along the existing outfall pipe into the Lake Worth Lagoon extending 50 feet from the Mean High-Water Line (The cross section will be depicted in both plan and profile view).
  - Provide and reference project benchmarks not to exceed 200-foot intervals to be referenced to existing Palm Beach County Benchmarks.

#### Task 1 - Deliverables

1. Topographic Survey drawings in (CAD or PDF or hardcopy) format.



## **Task 2 – Engineering Design Services**

- 2.1 HCE will provide engineering services consisting of preparation of construction plans and specifications for installation of a new reinforce concrete (RCP) outfall pipe from the existing catch basin into the intracoastal (approx. 40 LF).
- 2.2 HCE will design a living shoreline at the outfall location. This approach will combine natural elements such as native vegetation, marsh grasses, oyster shell bags, etc., to stabilize the shoreline, reduce erosion, and enhance water quality.
- 2.3 HCE will provide construction plans for review and comment by the City at the 60%, 90%, and 100% complete stages. HCE will also provide CAD files and PDF files for the final (100% complete) drawings.
- 2.4 HCE will provide a draft outline of the specifications table of contents with the 60% complete submittal, and an updated table of contents and complete draft set of the technical specifications with the 90% complete submittal and final (100% complete) submittal.
- 2.5 HCE will prepare an Engineer’s Opinion of Probable Construction Cost at the 60%, 90%, and 100% design stages. These cost estimates will be provided with the 60%, 90%, and 100% complete submittal packages.
- 2.6 This task includes all necessary site visits, review meetings, and preparation of agendas and meeting minutes for completing the design.

### **Task 2 Deliverables:**

1. 60%, 90% and Final construction documents (construction plans and technical specifications).
2. Meeting minutes summarizing submittal review comments and items discussed.
3. EOPCC with each design submittal.

## **Task 3 – Permitting Assistance**

### **Subtask 3.1 Environmental Resource Permit Application (ERP)**

This task includes the compiling and coordination of an environmental resource application to the South Florida Water Management District/ Florida Department of Environmental Protection. All RAI’s, meetings with project team members, State staff, and field visits will be included in this task.

All permit fees will be paid by the City.



HOLTZ CONSULTING ENGINEERS, INC

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### **Subtask 3.2 Local Government Coordination**

This task will include the preparation and submittal of any material required by local government pertaining to environmental questions or components regarding the project. This also includes necessary coordination meetings.

### **Subtask 3.2 Federal ERP Coordination**

This task includes the compiling and submitting an environmental resource application to the USACOE. All RAI's, meetings with project team members, USACOE staff, and field visits are included in this task.

Please note that this proposal assumes that a Section 7 consultation with the US Fish and Wildlife Service will not be required. If during the permitting process a Section 7 consultation with the US Fish and Wildlife Service is required, HCE will prepare an amendment for additional reporting or coordination with that office.

Task 3 Deliverables:

1. Copies of all permits obtained.

### **Task 4 – Bidding Assistance**

HCE will assist the City with bidding the project.

Under this task HCE may perform a combination of the following activities:

- Participate in a pre-bid meeting with City and potential bidders.
- Conduct a site visit/walkthrough with potential contractor(s) during the pre-bid meeting.
- Respond to questions City may have concerning the bid documents and assist the City in preparation of bid addendums.
- Evaluate bids and prepare recommendation of award to the lowest responsive, responsible bidder. City to prepare bid tab and provide initial compliance review.

Task 4 Deliverables:

1. Electronic PDF copies of all bidding documents



HOLTZ CONSULTING ENGINEERS, INC

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## SCHEDULE

The above tasks will be completed according to following schedule:

Task 1 – Surveying Services	30 days from Notice to Proceed
Task 2 – Engineering Design Services	
60% Design Documents	30 days from receipt of survey
90% Design Documents	30 days from receipt of City comments on 60% submittal
Final Design Documents	15 days from receipt of City comments on 90% submittal
Task 3 – Permitting Services	Applications submitted with 90% plans
Task 2 – Bidding Assistance	Concurrent with City’s schedule

## COMPENSATION

Compensation will be in accordance with the attached budget summary (Attachment A) for a lump sum amount of \$59,926.50. Monthly progress payments will be authorized based on percent complete as determined by HCE and approved by the City.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

Stephen Fowler, P.E.

Attachment A: City of Lake Worth Beach 9th Ave South Outfall & Living Shoreline Project

		Principal	Senior Project Manager	Project Engineer (PE)	Project Engineer (EI)	Construction Manager	Senior Designer	Administrative Assistant	HCE Fees	Subconsultant	Item Cost (Note Subconsultant fee is marked up 10%)	Task Cost
Rate		\$220	\$195	\$160	\$120	\$160	\$135	\$85		--		
Task	Item	Hours					Fees	Fees				
Task 1: Surveying Services	Topographic Survey	1			2		2	2	\$900	\$7,465.00	\$9,111.50	\$9,111.50
Task 2: Engineering Design Services	Project Kickoff Meeting, Agenda, and Minutes	2	2		3				\$1,190		\$1,190.00	\$34,225.00
	60% Civil Design Drawings	12			20		30		\$9,090		\$9,090.00	
	60% Design Technical Specifications	10			15		1		\$4,085		\$4,085.00	
	Living Shoreline Design Drawings & Specifications	6			5		14		\$3,810		\$3,810.00	
	60% Design Review Meeting, Agenda, and Minutes	2			4				\$920		\$920.00	
	90% Civil Design Drawings	8			10		25	1	\$6,420		\$6,420.00	
	90% Design Technical Specifications	4			4				\$1,360		\$1,360.00	
	90% Living Shoreline Design Drawings & Specifications	2			3		12		\$2,420		\$2,420.00	
	90% Design Review Meeting, Agenda, and Minutes	2			3		4		\$1,340		\$1,340.00	
	QA/QC Drawings and Specifications		8						\$1,560		\$1,560.00	
Final Drawings	2			6				\$1,160		\$1,160.00		
Final Specifications	1			4			2	\$870		\$870.00		
Task 3: Permitting Services	Environmental Resource Permit Application (ERP)	1			1			1	\$425	\$4,200.00	\$5,045.00	\$13,375.00
	Local Government Coordination	1			1			1	\$425	\$2,600.00	\$3,285.00	
	Federal ERP Coordination	1			1			1	\$425	\$4,200.00	\$5,045.00	
Task 4: Bidding Assistance	Prepare, Attend Pre-Bid Meeting and Minutes	2			3				\$800		\$800.00	\$3,215.00
	Conduct Site Visit with Potential Bidders	2			2				\$680		\$680.00	
	Respond to Bidders Questions and Assist with Addenda	2			3		1		\$935		\$935.00	
	Evaluate Bids	1			2				\$460		\$460.00	
	Prepare Recommendation of Award	1			1				\$340		\$340.00	
		63	10	0	93	0	88	9	\$39,615	\$18,465.00		

**Total Engineering Fee \$59,926.50**



February 19, 2026

via Email: [stephen.fowler@holtzconsulting.com](mailto:stephen.fowler@holtzconsulting.com)

Holtz Consulting Engineers, Inc.

Mr. Stephen Fowler, P.E.

270 South Central Boulevard, Suite 207

Jupiter, FL 33458

**RE: *PROFESSIONAL LAND SURVEYING SERVICES – 9<sup>th</sup> AVENUE SOUTH OUTFALL PROJECT, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA. (DJLA 26-021-001)***

Mr. Fowler:

In response to your request for professional land surveying services, we are pleased to offer the following tasks and the respective fee for providing those services within the project limits as outlined in red on the attached EXHIBIT 'A'.

**I. TOPOGRAPHIC SURVEY:**

- A. Obtain horizontal and vertical control utilizing Florida state plane 83/90 adjustment Horizontal Datum and NAVD 88 Vertical Datum with reference ties depicted to the Palm Beach County horizontal control network.
- B. Review recorded plats of record and locate existing field monumentation in order to determine the right-of-way location, (no search of the public records will be performed by this firm).
- C. Prepare a Topographic Survey as defined in Rule 5J-17.050 (12) of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers. In particular, the survey will depict the following information within the limits of survey depicted in red on the attached EXHIBIT 'A':
  1. All Topographical Surveys shall have stationing established from south to north and west to east. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
    - a. Location of visible fixed improvements within the project limits, including physical objects, roadway pavement, driveways, sidewalks, walls, curb, drainage swales, native trees having a diameter of 4" or greater at breast height, signs, fences, power poles and buildings.
    - b. Locations of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers, including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.

- c. Elevations shall be indicated at 50 foot station intervals at a minimum, to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.
  - d. Locate the existing Mean High Water Line elevation as provided from the State of Florida Department of Environmental Protection staff.
  - e. Provide one (1) cross section along the existing outfall pipe into the Lake Worth Lagoon extending 50 feet from the Mean High Water Line (The cross section will be depicted in both plan and profile view).
  - f. Provide and reference project benchmarks not to exceed 200 foot intervals to be referenced to existing Palm Beach County Benchmarks.
2. Provide a digitally signed and sealed .PDF file by a registered land surveyor at 1" = 20' scale and a .dwg file of the survey and drawing information compatible with AutoCAD Civil 3D Version 2026.

**TOTAL FEE FOR ALL OF THE ABOVE SERVICES:.....\$ 7,465.00**

**NOTE: PROVIDING SUB-SURFACE UTILITY MARKINGS ARE NOT A PART OF THIS SCOPE OF SERVICES.**

**It is the contractors/owners responsibility to review the scope of services proposed within this contract to insure that the services required to successfully complete this project will be provided.**

**[By executing this proposal, I represent that I am a duly authorized representative of the Company named above and have full power and authority to approve this proposal].**

The following statement is required by the State of Florida Statutes:

**PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT OF DENNIS J. LEAVY & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

These fees do not include the cost of any governmental agency submittal fee or hard costs for printing, reproductions or fees for full-time construction supervision. Representation before public bodies, review agencies, etc. will be done at applicable hourly rates. This includes, but is not limited to, any administrative processing that may be required for submittal to the various municipal and county agencies. Payment is due upon receipt of the invoice and will be considered delinquent if payment is not received within thirty (30) days of the date of said invoice. A late payment finance charge will be assessed at the rate of 1.5% per month (18% annual percentage) if payment is not received within thirty (30) days of the invoice date.

The obligation to provide services under this agreement may be terminated by either party upon receipt of written notice within seven (7) days in the event of a substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of termination, Dennis J. Leavy & Associates, Incorporated shall be paid for all services rendered to the date of termination including all reimbursable expenses and termination expenses. Liability of this contract is limited to not exceed the fees stated herein. Revisions and/or additional services required outside of this agreement will be invoiced as an addendum to this contract. Fees for revisions and/or additional services will be invoiced based on our current hourly/unit rates.

This agreement, consisting of five (5) pages, represents the entire understanding between **Dennis J. Leavy & Associates, Incorporated** and **Holtz Consulting Engineers, Inc.** with respect to the project and may only be modified in writing, signed by all parties.

Thank you in giving us the opportunity to bid this project. We hope to hear from you shortly. If the terms and conditions contained herein are acceptable, please sign and return a copy of this proposal to our office.

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

DENNIS J. LEAVY & ASSOCIATES, INC.

*David A. Bower*

David A. Bower, P.S.M.  
President

ACCEPTANCE OF PROPOSAL: The fees, terms and conditions, and specifications contained herein are satisfactory and are hereby accepted. Dennis J. Leavy & Associates, Incorporated is authorized to perform the work as specified.

**RE:    *PROFESSIONAL LAND SURVEYING SERVICES – 9<sup>th</sup> AVENUE SOUTH OUTFALL PROJECT, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.  
(DJLA 26-021-001)***

**PROPOSAL ACCEPTED BY:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date of Acceptance

**By executing this proposal, I represent that I am a duly authorized representative of the Company named above and have full power and authority to approve this proposal].**

The following statement is required by the State of Florida Statutes.

**PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT OF DENNIS J. LEAVY & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

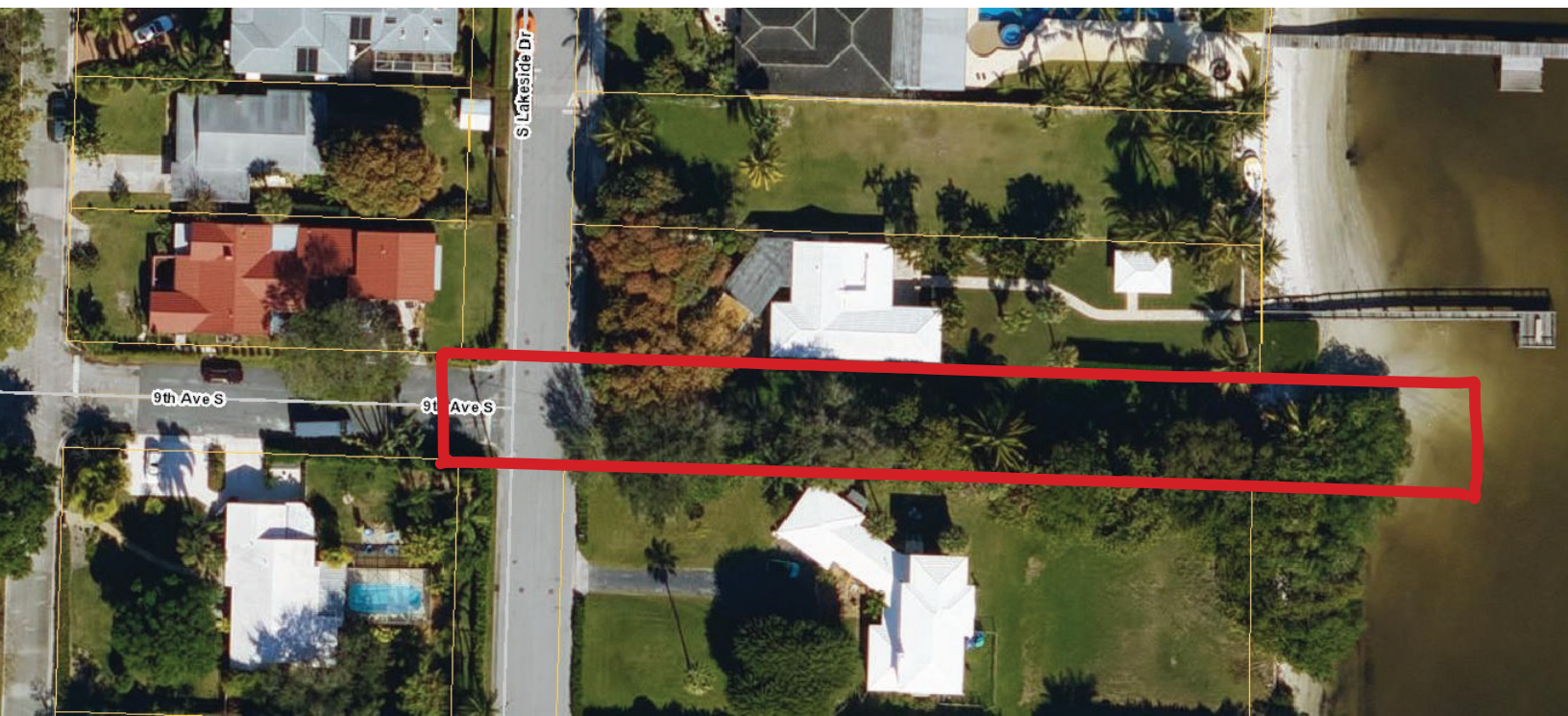


EXHIBIT 'A'



Advanced Restoration Ecology

**2593 NE Roberta St  
Jensen Beach, FL 34957  
Office 772-242-7200  
Cell 813-784-8891**

**PROPOSAL FOR PROFESSIONAL ECOLOGICAL SERVICES:  
ENVIRONMENTAL COORDINATION  
Lake Worth Living shoreline Project  
Palm Beach County, Florida**

1/21/2026

Stephen Fowler, PE, CGC  
Holtz Consulting Engineers, Inc  
561-203-4353  
Stephen.Fowler@HoltzConsulting.com

Dear Stephen,

Thank you for the opportunity to provide this proposal for professional ecological services. The following is a proposal to conduct environmental coordination according to the County, Federal, State criteria.

**SCOPE OF WORK**

Ecological services conducted on the subject property to include the following:

**Task 1 - Environmental Resource Permit Application (ERP)**

This task includes the compiling and coordination of an environmental resource application to the South Florida Water Management District/ Florida Department of Environmental Protection in conjunction with your project team. All RAI's, meetings with project team members, State staff, and field visits will be included in this task.

**Task 2 - Local Government Coordination**

This task will include the preparation and submittal of any material required by local government pertaining to environmental questions or components regarding the applicant's project. This also includes team meetings with the client's project team.

**Task 3 - Federal ERP Coordination**

This task includes the compiling and submittal of an environmental resource application to the USACOE in conjunction with your project team. All RAI's, meeting with project team members, USACOE staff, and field visits will be included in this task. Please note if the project requires a

Section 7 consultation with the US Fish and Wildlife Service additional fees may apply in the form or additional reporting or coordination with that office. We will provide and updated scope and fee schedule if necessary.

**FEES AND BILLING**

We will provide the services described in Task 1-3 above on a lump sum basis.


Task 1:	State ERP Coordination	\$4,200.00
Task 2:	City Env Coordination	\$2,600.00
Task 3:	USACOE ERP Coordination	\$4,200.00

Invoices are due within 30 days of submittal to the client. Please provide the contact of any billing personnel needed to be contacted with invoicing materials, otherwise the point of billing contact will be the above named on this proposal.

**SCHEDULE**

The proposed scope of work can begin within one (1) week from the date of the executed contract. Please submit any access issues or gate combos along with the signed copy of this agreement to help ensure timely completion of the above-named tasks. Please inform us of any schedule changes or reasoning to expediate or delay work. This proposal shall remain effective for ninety (90) days but can be adjusted based on increases in permit application fees if needed. If these increases in permit fees have occurred, please allow us to update and resubmit any previous proposals.

ARE appreciates this opportunity to offer our services, and we are looking forward to working with you. Please call if you have any questions.

Signed:   
Drew Gatewood, MS, PWS  
Owner

Date: 1/21/2026

Signed: \_\_\_\_\_  
Client

Date: \_\_\_\_\_

**Please send signed proposals to:  
Drew.Gatewood@gmail.com**

**ADDENDUM TO CONTRACTUAL AGREEMENTS BETWEEN ARE, INC. AND ITS CLIENT**

**INDEMNIFICATION.** The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

**APPLICABLE LAW.** This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the federal and state courts located in Martin, Florida.

**ADVICE OF COUNSEL.** The Client and ARE acknowledge that it has had reasonable time to reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to consult council of an attorney of their choosing before signing this agreement. The Client and ARE agree that they have executed this Agreement freely and voluntarily and believe this Agreement to be fair, just and reasonable.

**COMPENSATION AND PAYMENT.** As consideration for the Services, and upon the submission of any invoices, within the payment terms stipulated herein, the Client shall pay Advanced Restoration Ecology at the rates or in accordance with the milestone payment schedule set forth on any invoices issued by Advanced Restoration and submitted to the Client. In the event an invoice goes past the 30 day due date interest at the rate of two percent (2%) per month for a total of twenty four percent (24%) per year will be added to the amount due. The client is held responsible for any costs incurred by Advanced Restoration Ecology during the actions needed to secure a lien or any attorney or litigation costs to recover any costs/ monies owed to Advanced Restoration Ecology.

**AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. No amendment shall be enforceable against ARE, Inc. unless signed by its Owner, Drew Gatewood.


**TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by the Consultant of the Services required by this Agreement.

**SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**REMEDIES NOT EXCLUSIVE.** All responsibilities obligations, rights and duties, of the Client and ARE are in addition to, and not substitution of, all responsibilities, rights, duties and obligations provided by applicable law. No remedy provided in this Agreement between the Client and ARE, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided herein or otherwise available. No delay or omission to exercise any right power or remedy will impede the same or be constituted as a waiver.

**NON-WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. The Client and ARE agree that the formulation of the Agreement shall be completed by ordinary rules of construction excluding the doctrine of construction against the draftsman shall not be applicable

Signed:   
\_\_\_\_\_  
**Drew Gatewood, MS, PWS**  
**Owner**

Date: 1/21/2026

Signed: \_\_\_\_\_  
**Client**

Date: \_\_\_\_\_

**Return executed copies to ARE, Inc. as indicated below:**  
2593 NE Roberta St, Jensen Beach, FL 34957  
Phone: 813-784-8891 Email:drew.gatewood@gmail.com  
©Advanced Restoration Ecology