

City of Key West, Florida

RFP 25-020 **Water Quality Monitoring Program** **Proposal**



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1.0 Cover Letter and Executive Summary

1.1 Cover Letter

September 17, 2025

Lucas Torres-Bull
Procurement Manager
1300 White Street
Key West, Florida 33040

RE Water Quality Monitoring Program Proposal

Dear Mr. Torres-Bull,

RES Florida Consulting, LLC, is a wholly owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES") is pleased to present the City of Key West (City) with this proposal to assist the City in developing a leading-edge water quality monitoring program. We recognize the importance of this initiative in supporting the City's efforts to assess, manage, and improve local water quality through science-based decision-making. RES has a clear understanding of the requirements for this project and understands that the data derived from this monitoring will be used to develop policies, programs, and practices to improve water quality for the City. We are committed to making this project a success with the personnel identified in this proposal.

For this opportunity, RES has teamed with Eurofins Scientific, a world leader in bio-analytical testing services and WSP who will be supporting our effort with staff and equipment for performing sampling activities. We have worked in the past with both companies and we are certain that with our combined expertise, from field sampling to laboratory analysis and data interpretation, we will provide streamlined and responsive project execution.

We are convinced that RES and its team partners are the best choice for the City on this project for the following key reasons:

- **Technical Expertise and Proven Experience** – RES has successfully managed water quality monitoring programs across Florida, utilizing sampling techniques and analytical methodologies that align with regulatory standards.
- **Advanced Analytical Capabilities** – Our partnership with Eurofins ensures high-quality laboratory analysis, including nutrient, bacteria, and pollutant testing, meeting or exceeding required detection limits.
- **Innovative and Cost-Effective Approach** – Utilizing WSP's local field support and equipment will optimize efficiency, while RES' data-driven strategies will provide actionable insights to support the City's environmental initiatives.

We look forward to collaborating with the City in developing an innovative water quality monitoring program that other communities will use as a benchmark standard for their own programs.

Gary Serviss

Project Manager and Primary Point of Contact
gserviss@res.us | 941.993.6031

Justin Freedman

General Manager and Authorized Signatory
312 SE 17th Street, Suite 200, Fort Lauderdale, FL 33316
jfreedman@res.us | 954.484.8500
Signature authorization provided as an appendix.



1.2 Executive Summary

1.2.1 Company Overview

As the nation's largest nature-based solutions company, Resource Environmental Solutions, LLC (RES) supports the public and private sectors with durable, resilient infrastructure for communities through solutions for environmental mitigation, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. From headwaters to coastal shores, RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency. These projects restore sensitive wetland, prairie, and species habitats as well as floodplains, streams, river valleys, and coastal and tidal systems. The result is nature-based systems that cleanse water, shelter wildlife, buffer storms, and sequester carbon from the atmosphere.

RES works closely and creatively with municipalities, developers, operators, landowners, and regulatory agencies to balance the needs of clients, communities, and resources. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

We have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportation, and other public-sector organizations. RES now maintains 48 operational hubs across the country, including four regional offices in Florida (Miami, Deland, Fort Lauderdale and Orlando).

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal and analytical staff.

RES' experience includes the following:

- Currently conduct monitoring and maintenance (including invasive species management and hydrologic data collection and analysis) for over 50,225 acres of restored habitat
- Reductions of over 499 tons of water quality nutrients from the development of nutrient bank projects across the Mid-Atlantic
- Design and construction of over 356 stormwater management facilities for the improvement of water management and water quality across urban and agricultural lands
- Restoration, enhancement, and preservation of 76,150 acres of wetlands and conserved land
- Restoration of over 686 miles of streams and surrounding floodplain
- Rehabilitation, preservation, and/or management of over 20,400 acres of special-status species habitat
- Design, permitting, management, and development of 197 wetland, stream, species and conservation banks
- Development of restoration projects for the facilitation of compensatory mitigation and nutrient offsets for over 4,000 federal and state permits



1,049,846
POUNDS WATER QUALITY
NUTRIENTS REMOVED



28,055,610
TREES PLANTED



77,736
ACRES WETLANDS RESTORED



88,429
ACRES LAND
CONSERVED & PROTECTED



686
MILES STREAMS RESTORED



20,400
ACRES SPECIAL-STATUS
SPECIES HABITATS PROTECTED



422
MILES SHORELINE &
TERRACES RESTORED



1.2.2 Company history and information

RES is a national operating company focused on restoring a resilient earth for a modern world, project by project. Founded in 2007 in Baton Rouge, Louisiana, RES quickly expanded along the Gulf Coast and grew organically into Texas, Pennsylvania, West Virginia, Ohio, and other regions in the country. RES employs 918 dedicated staff in offices across the country.

Over the years, RES has strengthened its team by bringing in accomplished experts with local knowledge and experience who share our vision of a resilient earth. To facilitate the growth of the RES team in Florida, RES acquired E Sciences and Sandra Walters Consultants in 2022. They are two of Florida's premier ecological and engineering consulting firms. With these transactions, RES has now approximately 100 employees in four offices across Florida including offices in Orlando, DeLand, Fort Lauderdale and Miami. In addition to these physical offices, RES staff located across the state, including Marathon, as well as 918 employees nationwide, provides us with substantial bench strength and the ability to be responsive to the City's needs.

Company Information	
Principals Rodger Wiederkehr, President, CEO Lorne Phillips, Chief Financial Officer Sam Burley, General Counsel	Primary Point of Contact Gary Serviss Project Manager 941.993.6031 gserviss@res.us
State of Incorporation Virginia	Number of Employees 918
Years in Business 18	Corporate Telephone Number 713.520.5400

1.2.3 Corporate charter registration

Please see a copy of RES' corporate charter registration attached as an appendix to this proposal.

1.2.4 Qualities and capabilities

RES is at the forefront of innovative water quality planning and design, monitoring and identifying solutions to local water quality issues. Across the country RES provides general civil and environmental engineering services for municipalities, including water quality assessments, stormwater master planning; implementation of master plans; technical review and engineering for wastewater requirements; permit reviews and support; and other general civil and environmental engineering services.

RES provides a full suite of engineering services related to water quality management, stormwater design, infrastructure management, hydrologic restoration and preservation, watershed planning and Federal Emergency Management Agency (FEMA) floodplain management and permitting. We assist clients with major regulatory programs such as National Pollutant Discharge Elimination System (NPDES) Phase I and Phase II permitting and compliance, Clean Water Act (CWA) services, meeting and understanding Total Maximum Daily Loads (TMDLs), Basin Management Action Plans (BMAPs), addressing ordinances and consent decrees, and numerous other specialty areas. RES professionals are skilled in facilities engineering, including transaction support services such as property condition surveys and development feasibility studies for industrial and commercial land uses.

1.2.5 Approach overview

RES, along with our team partners Eurofins and WSP, will implement a systematic and science-driven approach to water quality monitoring that aligns with the City's objectives and their effort to comply with Section 80-2 (Pollution of Water) from the City of Key West Code of Ordinances. Our methodology integrates comprehensive field sampling, laboratory analysis, and data interpretation to provide high-quality, regulatory-compliant results.

We will deploy trained and local field specialists to conduct precise and consistent sampling at designated locations using state-of-the-art equipment to measure key parameters, including nutrient levels, bacterial concentrations, dissolved oxygen, turbidity, and other water quality indicators that comply with Section 80-2. Eurofins' NELAC certified laboratory will perform detailed analytical testing, ensuring accurate and reliable data. RES will then interpret these results, providing the City with clear, actionable insights that support policy development and environmental management initiatives.

By leveraging innovative technology, on-demand data tracking, and a collaborative approach, RES and its partners will deliver a cost-effective, efficient, and transparent monitoring program that strengthens the City's water quality management efforts.




2.0 Qualifications and Relevant Experience

2.1 Firm composition and structure





RES is a limited liability company with no individuals having a five percent or greater ownership of the company.

2.2 Qualifications and experience of the project manager, key staff, and subcontractors

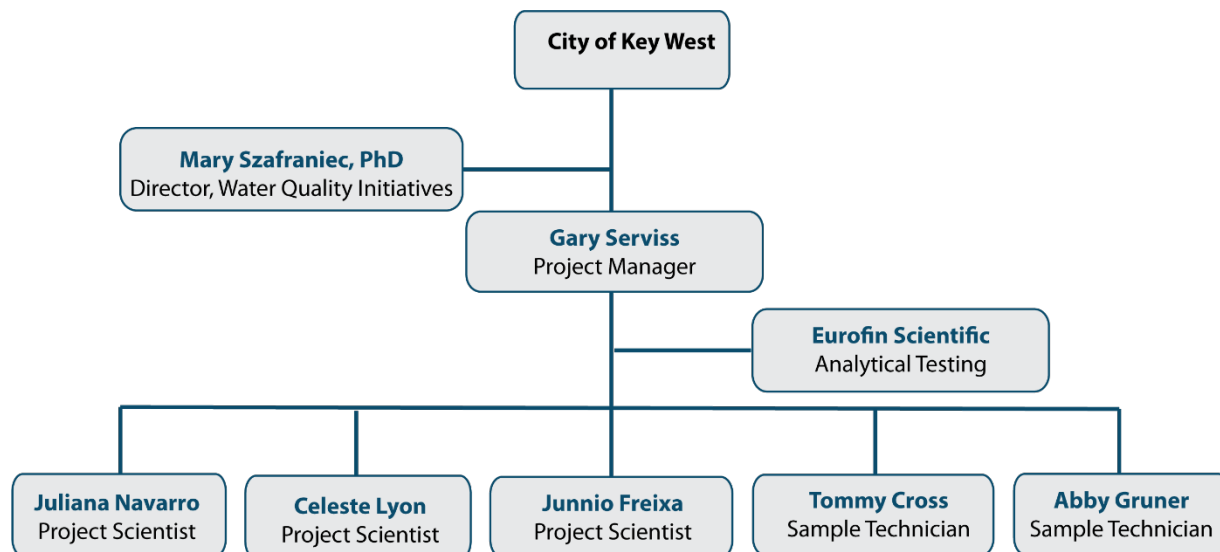
Resumes for listed staff are provided as an appendix to this proposal. RES has the depth of resources and flexibility to add personnel on an as needed basis, depending on the needs of the City.

Team Personnel	Qualifications and Experience Summary	Project Role and Responsibilities
 <p>Gary Serviss Project Manager</p>	<p>Gary has 42 years of professional experience specializing in water quality and hydrologic assessments, wetlands evaluation and classification, mitigation design, wildlife evaluations, and environmental monitoring. He has designed and coordinated numerous environmental investigations to study complex problems and developing valuable technical and project management experience.</p>	<ul style="list-style-type: none"> • Serve as primary client point-of-contact. • Provide subcontractor coordination. • Responsible for budget maintenance. • Responsible for customer service. • Provide schedule and meeting coordination.
 <p>Mary Szafraniec, PhD Director, Water Quality Initiatives</p>	<p>Dr. Szafraniec is RES' Director of Water Quality Initiatives and has an extensive ecological assessment and restoration background including design and implementation of marine and freshwater ecological monitoring and assessments, watershed pollutant evaluation and ecological restoration. She has 22 years of experience designing ecological studies analyzing and characterizing water quality, hydrologic regime, and biological community structure to assess the effects of anthropogenic and hydrological modifications on ecosystem response, and to determine the effectiveness of restoration activities. She provided an extensive review of Seminole County's entire water quality monitoring program (surface waters, flows and groundwater). She evaluated the monitoring program in terms of spatial/temporal coverage, and provided exploratory data analyses, including trend analysis, correlations, time series analysis, and multivariate analysis. Mary provided the County with recommendations to enhance the monitoring program.</p>	<ul style="list-style-type: none"> • Provide QA/QC oversight for project data and deliverables.
 <p>Celeste Lyon Project Scientist</p>	<p>Celeste is an experienced environmental specialist with more than eight years of experience and a demonstrated history of working in the environmental sciences industry. Her expertise encompasses groundwater science, nutrient loading, source tracking, restoration planning, interagency collaboration, and watershed management and assessment. She has experience with data collection, analysis, report preparation, and technical presentations relating to both surface and groundwater water quality. She is also highly skilled in conducting spatial analyses using ArcGIS.</p>	<ul style="list-style-type: none"> • Develop water quality recommendations and identify action items to mitigate pollutants. • Assist with the design of the Water Quality Monitoring Plan.



Team Personnel	Qualifications and Experience Summary	Project Role and Responsibilities
 Juliana Navarro Project Scientist	Juliana is a scientist with more than three years of experience. Her experience includes conducting environmental research in coastal Florida ecosystems, surveying endangered species and performing water quality monitoring.	<ul style="list-style-type: none"> Water quality monitoring and sampling. Data management and reporting
 Junnio Freixa Project Scientist	Junnio is a scientist and project manager with seven years of experience providing support in field investigations, environmental site sampling, and Phase I and Phase II Environmental Site Assessments (ESA), regulatory reporting, and GIS applications. He is experienced in Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) and has conducted field sampling efforts including air, soil and groundwater sampling.	<ul style="list-style-type: none"> Project field supervisor. Data management and reporting. Develop water quality recommendations and assist with the design of the Water Quality Monitoring Plan.
 Tommy Cross Sample Technician	Tommy was trained to sample at Flowers Chemical Labs in 2008 and performed groundwater and surface water monitoring from 2008-2014. He has performed field work throughout the state of Florida and has performed the Key West Bight Quarterly Monitoring since 2009. He has also conducted the semi-annual monitoring of Boot Key Harbor in Marathon. He is trained to run all the bacteria analysis, TSS analysis and CBOD analysis performed at the Marathon Lab.	<ul style="list-style-type: none"> Sample collection, processing and shipment Equipment calibration and general maintenance
 Abby Gruner Sample Technician	Abby's four years of professional experience includes various roles such as performing water quality sampling, overseeing construction projects, and assisting with environmental analysis reports. Before joining WSP in 2024, Abby worked at CDM Smith and Future Aviation.	<ul style="list-style-type: none"> Sample collection, processing and shipment Equipment calibration and general maintenance.

2.3 Project Organization





2.4 Relevant Monitoring and Sampling Experience

Environmental Engineering Continuing Services

City of Miami Beach | Miami Beach, Miami-Dade County, FL

RES was awarded a contract to conduct environmental/ coastal engineering services. The following is an overview of services provided.

Groundwater Elevation Monitoring and Mapping Support, Sunset Harbor

RES assisted the City with the completion of a groundwater elevation monitoring study in the Sunset Harbor neighborhood. This study was conducted to evaluate the soil storage capacity within this area to support the design and installation of a stormwater management system. RES provided training and support during installation of the equipment and data collection, data management and modeling efforts. The City successfully installed equipment and downloaded data with the assistance of RES personnel.

Normandy Shores Golf Course Groundwater Monitoring

RES was engaged by the City of Miami Beach to implement the required groundwater monitoring based on the documented presence of arsenic impacts at the Normandy Shores Golf Course. The groundwater monitoring program has been modified over the years based on the data compiled. The goal of the monitoring program is to demonstrate that the arsenic groundwater plume is stable and contained within the site boundaries.

10th Street Terminus Water Quality Sampling

RES conducted water quality monitoring in the bay at 10th Street in Miami Beach. The request was based on a response to a resident's reported observation of "oil, debris and sewage" into the bay emanating from a culvert in the seawall. The resident posted photographs showing a dark area in the water in social media. It was also noted that roadway construction was ongoing in the area and that there was a turbidity curtain in the water at this location. RES collected water quality samples and reviewed area activities to document impacts from alleged discharge exist.

Emergency Surface Water Bacteria Sampling

RES collected surface water samples on an emergency basis to evaluate the presence of enterococci and fecal coliform sanitary sewer leaks. RES collected samples and submitted them to Miami-Dade County's laboratory for analysis. Work was conducted on an expedited basis to comply with regulatory requirements.

PortMiami Turbidity and Species Monitoring, Miami-Dade County, Florida

Fincantieri Infrastructure Florida | Miami-Dade County, Florida

MSC Cruises expanded their cruise ship berths at PortMiami in Government Cut. Fincantieri Infrastructure Florida (FIF) is the design build contractor. The area has multiple cruise ship berths, a coastguard station, two ferry terminals and a very busy pleasure craft traffic. RES worked with FIF to conduct marine species monitoring and water quality (turbidity) monitoring. The ultimate dredging depth is -38 feet North American Vertical Datum of 1988 (NAVD 88). The project was permitted through several local, state and federal agencies as it is located in a marine preserve. Samples were collected at least 300 meters upstream of construction and within 150 meters downstream at three depth intervals. Sampling began within 30 minutes of the start of daily dredging activities and continued every four hours until operations ended. Dredging was conducted seven days a week and generally 12 hours per day. Since the project was located in a marine preserve, there is a 0 Nephelometric Turbidity Unit (NTU) limit over background for turbidity. Any exceedances are reported to FIF and ultimately to FDEP and Miami-Dade County Department of Environmental Resources Management (DERM). Dredging was stopped until turbidity readings are 0 NTU above background. RES developed a custom Survey123 program which collected data from the daily activities, the data was uploaded and daily maps and logs were created to meet weekly reporting requirements.

AT A GLANCE.

Client Contact

Samantha Tiffany
Environmental Resources Manager
1700 Convention Center Drive
3rd Floor
Miami Beach, Florida 33139
(305) 673-7000 Ext. 26032 |
SamanthaTiffany@miamibeachfl.gov

Contract Value

\$973,347

Contract Period

August 2011 – Ongoing

Project Highlights

- Water Quality Sampling Monitoring
- Water Bacteria Sampling

Key Staff

- Junnio Freixa

AT A GLANCE.

Client Contact

Andy Rodriguez, PE, CGC,
Senior Project Manager
1 SE Third Avenue
Miami, Florida 33131
andy.rodriguez@fl.fcinfrastructure.com
786.200.0974

Contract Value

\$325,000

Project Size

17 acres upland construction
8.5 acres of dredging
5,000 feet shoreline

Contract Period

2022 – 2024

Project Highlights

- Endangered species construction support services

Key Staff

- Junnio Freixa
- Juliana Navarro



2.5 Relevant Testing Experience



Environment Testing

2.5.1 Capabilities

Eurofins Orlando is a nationally certified, full-service testing laboratory which provides analytical and environmental laboratory services to governmental, municipalities, utilities, commercial, industrial, and residential clients on a continuous basis since 1957. Eurofins Orlando's technological capabilities include a full spectrum of advanced scientific instrumentation, equipment, and computer systems. Eurofins Orlando has been certified by the State of Florida's Department of Environmental Regulation and the Department of Health for more than five decades. Eurofins Orlando is certified in the Florida DOH Drinking Water, Non-Potable Water and Solid & Chemical Materials categories for a large scope of analyses. Eurofins Orlando provides environmental consultation and analytical laboratory testing and sampling services for:

- Primary & Secondary Drinking Water Analyses
- Reclaimed Effluent Grab and Composite
- Ground Water Monitoring
- Surface Water Monitoring
- Soil and Sediment Analyses
- Sludge Analyses
- Solid Waste Analyses
- Wastewater Analyses
- Microbiological Analyses
- Contamination Assessment
- Environmental Compliance
- Hazardous Waste Characterizations

2.5.2 Experience with Florida Municipal Clients

Eurofins Orlando has been involved in a variety of laboratory testing and sampling projects and has served nearly four thousand national, international, and regional clients. Below is a selective listing of municipal clients within the state of Florida for whom such services have been provided:

- City of Key West, FL
- Florida Keys Aqueduct Authority
- City of Rockledge, FL
- City of Apopka, FL
- City of Clermont, FL
- City of Maitland, FL
- TOHO Water Authority
- City of Cocoa, FL
- City of Port St. Lucie, FL
- City of Kissimmee, FL
- Florida Gas Transmission, FL
- City of Lake Mary, FL
- City of Oviedo, FL
- City of Melbourne, FL
- City of Palm Bay, FL
- City of Ft. Pierce, FL
- Palm Beach County, FL
- Polk County, FL
- City of Marathon, FL
- City of Lake Wales, FL
- Lee County, FL
- Osceola County, FL
- City of Key West Port Operations
- Seminole County, FL



3.0 References and Quality of Past Performance on Similar Projects

Islamorada Water Quality and Benthic Vegetation Monitoring in Canals

Islamorada, Village of Islands | Islamorada, Village of Islands, Monroe County, FL



RES is performing water quality and benthic vegetation monitoring within select residential canals and nearshore waters related to the Village’s ongoing water quality evaluation project. The Village created a water quality and benthic monitoring program to gather baseline data from a series of canals to detect changes in water quality as a function of remediation action activities. The project was initiated in 2015 by others. The project was transitioned to RES in 2020.

RES is tasked with maintaining the established dataset, detecting changes over time, and continuing the evaluation of canal conditions as they relate to remediation activities including canal restoration or other natural or unnatural events. The project also supports the Village’s efforts to collect and analyze nearshore water nutrient loadings to ensure compliance with water quality standards. By maintaining and expanding the established dataset, RES’ scientists have been able to organize and identify existing data gaps and provided recommendations to the Village, so their future needs may be met. RES is currently in the fifth year of monitoring.

Project Canal Location
Information: Canal 114
(25.0005, -80.53331), Canal 116
(24.99888, -80.533883), Canal
132 (24.958311, -80.567539),
Canal 147 (24.873772, -
80.699467), 152 (24.85748, -
80.73173), Canal 155
(24.854089, -80.738314), Canal
157 (24.853558, -80.732617).



AT A GLANCE.

Client Contact

Peter Frezza
86800 Overseas Highway
Islamorada, Florida 33036
(305) 664-6467 |
peter.frezza@islamorada.fl.us

Contract Value

\$75,000/Annually

Contract Period

10/2020 – 10/2026

Project Type

Advisory Services

Project Highlights

- Water Quality Sampling and Monitoring
- Benthic Surveys
- Canal Restoration

Key Staff

- Junnio Freixa
- Juliana Navarro



Islamorada, Village of Islands

July 5, 2023

RE: Reference Letter for RES Florida Consulting, LLC

To Whom It May Concern:

RES provided semi-annual water quality and benthic surveys for Islamorada, Village of Islands (the Village) to evaluate surface water quality improvement projects in residential canals within Islamorada, Monroe County. The Village transitioned their water quality and benthic monitoring project from a university to RES in 2020 as part of an ongoing water quality evaluation project. RES has performed four monitoring and reporting events. Services included compiling and synthesizing historic monitoring information, conducting water quality monitoring (field and laboratory analysis) and conducting benthic resource surveys. Prior to performing field work RES obtained a NOAA National Marine Sanctuary Permit. The results of these efforts have been summarized in five separate reports outlining the background, methods, results, data analysis and conclusions and recommendations.

The budget for the project in 2022 was \$65,000.00 and the work was completed in December 2022. The Village has extended this contract for conducting an additional year of monitoring in 2023 with a budget of \$75,000.00. I serve as the Village project coordinator and work with RES regarding scheduling and performance of services.

Additionally, RES provides ongoing support to the Village's Planning and Development Services Department by reviewing drainage plans that are submitted to the Village for development, redevelopment or modifications to existing developments to evaluate if the overall stormwater management plan is substantially consistent with the Village's stormwater management regulations and Stormwater Design Criteria Technical Manual. Formal review letters provide the results of our review. These reviews are often time sensitive and are regularly completed within three to fourteen working days.

RES has been professional, reliable, and responsive regarding the Village's projects. They have always devoted the necessary time and staff to make these projects successful and have maintained excellent communication. I would highly recommend that they be considered for any project they may undertake.

I will serve as the contact person for this reference. The following is my contact information, and I have been notified that Monroe County may contact me to check this reference. Please feel free to contact me if I can provide any additional information regarding the performance of RES.

Respectfully,

Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
Office: 305-664-6427
Cell: 305-393-0982
peter.frezza@islamorada.fl.us

86800 Overseas Highway, Islamorada, FL 33036
Office 305-664-6400 • FAX 305-664-6464 • www.islamorada.fl.us



Continuing Contract for General Environmental Engineering City of Fort Lauderdale | City of Fort Lauderdale, Broward County, Florida

RES was awarded a contract with the City of Fort Lauderdale (City) to provide ongoing environmental engineering support during three separate consultant selection processes. The scope of the contract is broad and provided us with a wide range of opportunities to support the City.



Himmarshee Canal Assessment: Aspects of this project focused on planning and design for canal dredging of a surface water, restoration of a river, construction administration, environmental permitting support, sediment assessment, biological monitoring/submerged aquatic vegetation survey and mapping, development of an effective water quality monitoring plan, environmental monitoring and assessment of surface water, laboratory analyses of water and sediment, public engagement support, project management and quality assurance/control.

The City of Fort Lauderdale (City) identified a sewer force main break that caused 13 million gallons of wastewater from the force main to discharge into the Himmarshee Canal. The City entered into an Amended Consent Order with the FDEP that obligated the City to complete an “environmental analysis” of the Himmarshee Canal to assess potential impacts caused by the unauthorized discharge. In response, RES prepared a Water Quality Assessment Plan that was approved by FDEP without comment. RES evaluated potential sediment impacts to approximately 1,600 linear feet of the Himmarshee Canal using a variety of methods including consideration of natural, cultural, and physical environmental resources; review of ambient water quality data; characterization of sediment layers; performing laboratory analysis on sediment samples; and conducting a benthic survey. The assessment goals were to identify if sediment, solids, or other indicators of wastewater had accumulated on the canal bottom from solids settling out of the wastewater discharge, identify if residual impacts from the discharge was present, and identify the extent of the impacted area. RES used vibracore technology to collect sediment cores for visual characterization and laboratory analysis. RES worked with the laboratory to develop methods to analyze the sediment for parameters that could be indicative of wastewater, persist in the environment and are not naturally occurring. Sediment samples were analyzed for human waste indicators and bacteria to define the area of impact. Water quality evaluation included nutrients, dissolved oxygen, and enterococci bacteria. A benthic survey using a “go-pro” camera was used to document the river bottom and to evaluate the presence of submerged aquatic vegetation. A hydrographic survey was conducted and the information used to estimate the dredge material volumes for the purposes of obtaining contractor bids. RES collaborated with the US Army Corps of Engineers (USACE), FDEP and Broward County to identify ways to streamline the agency permitting and authorization procedures in support of the development of a sediment removal plan. Weekly updates were provided to the City to be disseminated to the public to keep the residents informed of the project’s progress.

The City is electing to remove sediment within the Himmarshee Canal as a surface water quality enhancement project. RES assisted the City with bidding documents and restoration contractor selection. RES will assist with construction compliance when that project begins sediment removal.

AT A GLANCE.

Client Contact

Todd Hiteshew, Environmental Services Manager
Public Works Department
949 NW 38th Street
Fort Lauderdale, Florida 33309
(954) 828-4357 | thiteshew@fortlauderdale.gov

Contract Value

\$593,822

Contract Period

June 2008 – Ongoing

Project Type

Advisory Services

Project Highlights

- NPDES / Water Quality
- Sampling
- Benthic Surveys
- Wildlife Surveys / Relocations
- Phase I and Phase II Environmental Site Assessments
- Agency Permitting
- NEPA
- Soil and Groundwater Testing



CITY OF FORT LAUDERDALE



March 28, 2023

Ms. Tonya Parker-Rimes
Procurement Manager
Southwest Florida Water Management District
2379 Broad Street,
Brooksville, Florida 34604-6899

Subject: Client Reference for RES Florida Consulting, LLC dba E Sciences
Request for Qualifications RFQu 23-4106 SWFWMD General Engineering and
Professional Services

Dear Ms. Parker-Rimes

The City of Fort Lauderdale has contracted with RES on numerous projects related to engineering and professional services. The scope of these projects have ranged from water quality evaluations, dredging projects, permitting, contamination testing and a variety of other tasks. However, this letter serves to provide a reference for two particular projects: Tarpon River Restoration and Himmarshee Canal Assessment.

As part of these two projects, RES provided water quality assessment, sediment characterization and testing, dredging/restoration plan and bid specifications development, environmental permitting, and supported the City by participating in meetings with FDEP, City staff, consultants and permitting agencies.

The work was completed within the necessary timeframes and within the budgets proposed. Their deliverables received no comments from the FDEP. We are satisfied with their work and continue to provide them new assignments.

Sincerely,

Todd Hiteshew

Todd Hiteshew
Environmental Compliance Manager, City of Fort Lauderdale



4.0 Project Approach

PROJECT UNDERSTANDING

RES understands the project, and its scope of services and goals. RES understands that the City and its contractors for this project will need to comply with Section 80-2 (Pollution of Water) from the City of Key West Code of Ordinances, as referenced in the RFP for the Water Quality Monitoring Program, which has specific implications for a water quality monitoring project.

Section 80-2 prohibits any vessel (specifically cruise ships with over 500 passengers) from discharging pollutants into the waterways of Key West. It mandates:

1. No discharge of pollutants into Key West waterways.
2. Full compliance with federal, state, and international environmental laws.
3. Immediate cleanup of any discharge by the responsible vessel.
4. City intervention if cleanup is inadequate, with costs and penalties charged to the vessel.
5. Mandatory reporting of oil or hazardous substance discharges to appropriate agencies.

To ensure compliance with Section 80-2, a water quality monitoring project must:

1. Identify and Monitor Pollutants

- Pollutants include: ballast, dunnage, untreated sewage, garbage, oil, gasoline, trade waste, tar, floating matter, odors, and gases of putrefaction. It should be noted that turbidity is not explicitly listed in the definition of "pollutant" under Section 80-2 of the City of Key West Code of Ordinances. However, the ordinance also includes: "...as such discharge is defined as a pollutant by state or federal law." This opens the door for turbidity to be considered a pollutant if it meets criteria under state or federal definitions, such as those from the Clean Water Act or FDEP. Turbidity is recognized by the RFP as a valuable indicator of water quality and potential environmental impact, especially in areas affected by cruise ship activity, shoreline erosion, or runoff.
- Monitoring must detect these pollutants in the 600-foot tidal zone adjacent to Key West.

2. Design a Targeted Monitoring Program

- Include sampling protocols using calibrated field meters and adhering to FDEP SOPs, while comparing against natural background levels, that can detect cruise ship-related discharges by sampling near cruise ship docks, shoreline areas with mangroves, swimming beaches, and areas with visible sediment disturbance.
- Use industry-standard methods for pollutant detection (e.g., chemical analysis, microbial testing, turbidity measurements).
- Ensure sampling frequency and site selection align with high-risk areas (e.g., Key West Harbor, cruise ship docks).

3. Ensure Regulatory Compliance

Align with:

- Clean Water Act
- Oil Pollution Act of 1990
- International Convention for the Prevention of Pollution from Ships (MARPOL)
- EPA and Florida DEP standards

4. Provide Actionable Data (that adhere to a Quality Assurance Project Plan)

Generate reports that:

- Identify exceedances or violations.
- Support enforcement actions.
- Inform mitigation strategies and public communication.

5. Support Enforcement and Cleanup

Provide timely data to support:

- Notification of discharges
- Assessment of cleanup adequacy



- Cost recovery and administrative fee calculations

RES, in partnership with Eurofins and WSP, will implement a structured, efficient, and technically rigorous work program to achieve the goals outlined in the City's Water Quality Monitoring Program while adhering to Section 80-2. Our strategy will ensure a comprehensive review of existing data, identification of mitigation opportunities, and design of innovative monitoring programs that support public awareness and environmental stewardship.

4.1 Task 1 - Review current relevant data across all GOCs and identify opportunities

With a long history of working on water quality issues in the Florida Keys, RES will conduct a **comprehensive assessment of existing water quality data** from various sources, including previous monitoring efforts, regulatory agency reports, and academic research. Our local presence and extensive experience in coastal ecosystems allow us to efficiently identify geographic areas of concern (GOCs), pollution trends, data gaps, and strategic opportunities to enhance the City's water quality monitoring and management efforts. We will use GIS-based spatial analysis to assess pollution trends and hotspot areas, review historical weather patterns and events, identify data gaps and inconsistencies in historical datasets, and engage with local agencies, non-governmental organizations, and research institutions to integrate relevant findings and to determine major contributors (i.e., stormwater runoff, wastewater, boating activity). The team will assess the sources, pathways, and concentration of identified pollutants, determine which pollutants have the greatest impact on water quality and ecological health and identify key hot spots where pollutant mitigation will have the greatest benefit.

RES has a proven track record of taking complex scientific data and distilling it into clear, actionable information for decision-makers and the public. We have successfully done this with other local governments, including the Village of Islamorada for the canal water quality and benthic monitoring project. We ensure that the recommendations are not only scientifically sound but also easily understood by policymakers, stakeholders, and residents. As part of this effort RES and team will prepare recommendations on water quality monitoring strategies and pollutant characterization in layman's terms. These findings will be presented at a City Commission meeting, where we will seek feedback to refine the monitoring approach before moving forward with implementation.

4.2 Task 2 - Identify actions that may mitigate pollutants

Building on the insights from Task 1, the team will leverage its deep understanding of local water quality challenges and regulatory frameworks to identify **practical and scientifically sound strategies to mitigate pollutants**. The goal is to identify effective, practical, and cost-efficient methods to reduce pollutant loads while considering environmental, regulatory, and financial constraints. We will evaluate structural and non-structural Best Management Practices (BMPs) for stormwater, wastewater, and non-point source pollution control, identify operational and policy-based changes that can reduce pollution at the source, and innovative or nature-based solutions. For example, vegetative buffers and wetlands for nutrient absorption, bioretention systems and permeable pavement to reduce stormwater runoff, enhanced street sweeping and sediment control measures, improved waste management practices and public education programs.

The team will develop a ranked list of mitigation strategies, prioritizing those that offer the highest return on investment in terms of pollution reduction and sustainability. Each potential mitigation strategy will be assessed based on the following:

- **Effectiveness**—ability to reduce pollutant levels based on scientific studies and case studies from similar environments.
- **Feasibility**—implementation realism given physical constraints, permitting requirements and local regulatory frameworks.
- **Cost-benefit analysis**—comparison of projected pollutant reduction benefits versus implementation and maintenance costs.

With local staff and equipment embedded in the Keys, the team will also provide line-item costs for each sampling scenario and outline specific monitoring goals associated with each mitigation strategy. Final recommendations will be presented to the City Commission for review and guidance, ensuring alignment with local priorities and available funding opportunities.

4.3 Task 3 - Design water quality monitoring programs

The team will develop a customized, adaptive water quality monitoring program that adheres to Section 80-2 and is aligned with the City's environmental priorities and mitigation strategies identified in Tasks 1 and 2. The program will be designed to capture both baseline conditions and changes resulting from impacts and/or mitigation efforts, providing the City with a strong foundation for long-term water quality management.

Prior to any field work being commenced, RES will develop a Hazard and Safety Plan (HASP) and a Quality Assurance Project Plan (QAPP). Our team's familiarity with the region's physical, ecological, and regulatory landscape ensures a tailored approach that accounts for local environmental dynamics and community needs. The team will develop a monitoring program that is based on pollutant hotspots, will define appropriate sampling frequency, duration, and intensity, select target parameters (i.e. nutrients, bacteria, heavy metals) based on Task 1 findings and match analytical methods to regulatory standards and



monitoring goals, and lastly will incorporate manual grab sampling and automated sensor deployment for continuous and event-based data capture.

We will incorporate statistical modeling and spatial analysis tools to optimize site selection, detect pollutant trends, and support adaptive management. Additionally, we will utilize automated data management tools to streamline QA/QC data storage, reporting, and visualization for stakeholders. Line-item cost breakdowns for various monitoring scenarios (i.e. pre-and post-mitigation effectiveness, source tracking studies) will be provided. The detailed costs will include sample type, frequency, lab analysis, staffing, and equipment to support budget planning.

Recognizing the City's concern regarding bacteria at Swimming Beaches GOC, the team will design an enhanced Beach Water Quality Monitoring Program that builds on current Florida Department of Health (FDOH) efforts and expands the City's ability to detect, understand, and mitigate bacterial pollution. The short-term goals of the Beach Monitoring Water Quality Monitoring Program are to increase sampling frequency from bi-weekly to weekly, leveraging the team's local field staff to reduce costs and improve responsiveness, maintain enterococcus spp. testing for compatibility with FDOH protocols while providing real-time data sharing tools and trend summaries to inform residents and visitors and to deliver public education materials and signage to raise awareness of water quality conditions, health risks, and pollution prevention practices. Long-term objectives will be to implement a Microbial Source Tracking (MST) program to determine whether bacteria originate from human, avian, or other animal sources and based on source identification, propose to monitor targeted mitigation efforts (i.e. stormwater retrofits, infrastructure upgrades). The final deliverable will compile a detailed Monitoring Program Report that includes design rationale, sampling protocols, staffing plan, analytical methods, and scenario-based cost estimates. This report will be presented to the City Commission for review and final guidance. RES will adjust the plan based on Commission input.

4.4 Task 4 - Increase Availability of Recent Beach Reports

RES has a long-standing presence in the Florida Keys and a local team with extensive experience in water quality monitoring, public communication, and environmental data management. With experienced **local staff and equipment** based in the Florida Keys, the team is **uniquely positioned to conduct routine, high-quality sampling efficiently and cost-effectively**. Our team understands the unique challenges and regulatory landscape of the region, allowing us to design a practical and effective strategy to improve the availability of beach water quality reports.

Our trained local staff will coordinate with FDOH to conduct bi-weekly field sampling. Our local presence ensures rapid response, consistency in sampling methods, and cost savings by reducing mobilization needs. Additionally, the increase in sampling enhances the City's ability to detect short-term trends and respond to public health or environmental concerns in real-time. Sampling methods will comply with FDEP and FDOH standards, ensuring data defensibility for regulatory and funding purposes.

RES will coordinate with the FDOH and continue to follow the FDOH's established protocols under the Healthy Beaches Program for water sampling, while optimizing processes to enhance timeliness and transparency. Bi-weekly samples will be collected from the designated public beach access points in Key West, including Smathers Beach, Fort Zachary Taylor State Park, Higgs Beach and South Beach. Prior to sampling, high and low tide times will be obtained and the following field measurements will be collected at each sampling site at the surface, middle of the water column and at the bottom and recorded: water depths (meters), salinity (practical salinity units), specific conductivity, temperature (°C), dissolved oxygen (milligrams per liter and % saturation), pH, and turbidity (nephelometric turbidity units).

At each site, a 100mL marine water grab sample will be collected at knee-depth using sterile techniques, in accordance with FDOH and FDEP protocols. Samples will be analyzed by Eurofins, a National Environmental Laboratory Accreditation Program (NELAP)-certified laboratory, for the presence of enterococci bacteria, an indicator of fecal contamination. Exceedances will trigger immediate health advisories. Per FDOH's protocol's, results will be categorized based on colony-forming units (CFU) per 100 mL into three categories: Good (0-35.4 CFU), Moderate (35.5-700.4 CFU), or Poor (70.5+ CFUs).

With field staff, equipment and NELAP certified laboratory based in the Florida Keys, the team is well-positioned to streamline the collection, processing, and distribution of beach water quality data. By selecting Eurofins laboratory located in Marathon, FL, we will meet the requisite hold times. We will request coolers, with the required set of sample bottles and one extra set in case of damage, ahead of time so we have the opportunity to ensure that the correct containers are provided. Ice will be purchased in advance of sample collection so that samples never exceed appropriate storage temperatures. Samples will be placed in laboratory containers, labeled individually, and sealed. Chain of custody forms will be completed for each sample event. We will prearrange each day with the laboratory so that samples can be processed within required holding times.

We will use our own equipment to collect salinity, specific conductivity, temperature, dissolved oxygen, pH and especially turbidity. We own YSI 556 Water Quality Multimeters and Lamotte Turbidity 2020E meters. A Van Dorn or similar sampler will



be used to collect water samples. Additional equipment includes sample bottles, ice, coolers, datasheets, clipboards, field notebooks, pens, field tablets, Deionized water and gloves. We will develop reporting formats to clearly communicate advisory statuses.

4.5 Task 5 - Increase Community Knowledge of Data/ Beach Report Implications

Effective water quality management depends on **public understanding and engagement**. As a firm with deep roots in the Florida Keys, RES recognizes that the best environmental policies are supported by informed residents, businesses, and visitors. We will develop and implement a multi-faceted outreach strategy to educate the public about the significance of beach water quality reports, the factors affecting water conditions, and how individuals can contribute to water quality improvement. Our local team's extensive experience in translating scientific data into accessible, layman-friendly information ensures that our outreach efforts will be clear, engaging, and actionable. RES will ensure complex lab results and regulatory information are translated into clear, accessible messaging.

RES will develop visually engaging, easy-to-understand materials to help the public interpret water quality data. These may include infographics and fact sheets explaining water quality trends, monitoring processes, and what different bacterial levels mean. RES can work with the City to create a centralized Beach Water Quality Dashboard for real-time and historical display. Building on our success with similar projects in Islamorada and surrounding areas, RES proposes to design a digital platform utilizing ArcGIS StoryMaps. It will provide live water quality status using color-coded advisory indicators, features interactive mapping with real-time updates for each monitored beach, allows users to explore trends over time, historical exceedances, and seasonal variability (dry and wet seasons) and lastly it will include educational content explaining the sampling process, interpretation of results and health implications.

In addition to the dashboard, RES will work with the City to increase public awareness of water quality conditions through local media outlets including partnering with newspapers, radio stations, TV networks and assisting with interactive online content, such as FAQs, blog posts, and social media posts on water quality topics. We distribute summaries of water quality findings in layman terms, develop visual signage and beach QR codes linking to the live dashboard updates and create material for public outreach and educational efforts to help the public understand pollution sources, health risks, and how to interpret data.

RES implements a QA/QC program that includes using FDEP-adopted SOPs for field work and sampling. All of our documents are produced in accordance with our QA/QC program that includes robust reviews and sign-off of documents by senior technical staff of all reports, tables, figures and graphs. This ensures that you will receive quality reports summarizing field activities, results and trends.

4.6 Assist with Design of New Beach Water Quality Monitoring Plan

RES will work closely with the City to evaluate, refine, and enhance the existing Beach Water Quality Monitoring Plan. Our team's extensive experience in scientific sampling, data analysis, and regulatory compliance ensures that we can design a program that is scientifically robust, cost effective, and aligned with public health goals.

With our local presence, we bring firsthand knowledge of seasonal water quality variations, pollution sources, and site-specific challenges in the Florida Keys. This will allow us to recommend a customized monitoring strategy that effectively captures both baseline conditions and emerging water quality concerns.

We will conduct a comprehensive evaluation of the City's existing beach water quality monitoring efforts, focusing on sampling locations and frequency, laboratory methods, data management and reporting efficiency. Our local expertise will allow us to identify opportunities for increased efficiency and accuracy while ensuring compliance with state and federal regulations. RES will assess the feasibility of integrating new technologies to improve monitoring accuracy and response times, including rapid bacterial detection methods to reduce the turnaround time for public health advisories, real-time sensors and automated samples for continuous monitoring, and DNA source tracking techniques to identify whether bacteria originate from human, wildlife, or stormwater sources. These innovations will be evaluated for cost-effective and feasibility within the City's operational framework. We will work closely with local, state, and federal agencies to ensure that the new monitoring plan aligns with the latest scientific standards and public health guidelines.

4.7 Operations Plan

RES and our subcontractors will implement a structured, efficient, and technically rigorous water quality monitoring and management program that aligns with the City's environmental goals. This Operations Plan outlines how the work will be executed through organized staffing, robust QA/QC procedures, efficient scheduling, and strategic equipment use.

4.7.1 Organization and coordination of field staff and support staff

The field team will be led by RES, with support from Eurofins and WSP. The project will be overseen by Gary Serviss, who will serve as Project Manager. Gary will dedicate ~40% of his time to this project, ensuring seamless coordination and task



execution. Field sampling responsibilities will be rotated among RES, Eurofins, and WSP, ensuring consistent staffing coverage and maximizing the combined expertise of all three firms. Each team will include at least two trained field personnel, one of whom will be an FDEP-certified sampler. Junnio Freixa, the project field supervisor, will provide cross-team coordination, spot check, and quality oversight across all firms.

Backup staff from each firm are pre-designated and trained to fill in when needed to provide a critical level of redundancy. In the event of illness, the alternate field staff will be deployed with no interruption to the sampling schedule. If illness or emergency affects an entire scheduled team, the next firm in the rotation will step in to cover responsibilities. Bi-weekly coordination meetings will occur to ensure consistent communication and handoff of responsibilities between firms for the upcoming sampling week. A shared calendar and sampling tracker will be maintained (i.e. SharePoint, Zoom) to track rotation schedules, assignments, and deliverables.

4.7.2 Scheduling activities

Sampling will occur Monday through Thursday. Schedules will be structured to optimize efficiency, account for tides, and meet holding time requirements. In the event of severe weather, high winds, or unsafe marine conditions, sampling will be postponed for up to 48 hours. Contingency days will be built into the calendar to accommodate rescheduling needs. If weather conditions persist beyond 48 hours, RES will consult with the City to prioritize critical sites or temporarily modify the sampling plan. The schedule will be adjusted for holidays to maintain the required sample frequency. Rotation may shift to accommodate shortened weeks, with advance notification to all parties.

4.7.3 Field data entry, QA, and correction procedures, Quality Assurance/Quality Control Methods

Field data will be collected digitally using ArcGIS Field Maps on ruggedized tablets, with waterproof paper datasheets as a backup. Field staff will input data in real time, including site conditions, measurements, and field notes. Field leads will review and upload data to the shared platform. RES QA/QC officer will conduct bi-weekly audits for completeness, consistency, and compliance. Errors will be flagged and corrected within 24 hours, with documentation of revisions maintained in a central database. Duplicate samples and field blanks will be conducted per FDEP SOPs. Meters will be calibrated before use and after use for continued calibration verification. Calibration records will be logged in field notebooks and electronically. All field data will be cross-referenced with lab COC forms to ensure traceability.

4.7.4 Project Management and Communications Methods

Gary Serviss will coordinate the project and oversee team performance, data quality, and coordination across firms. He will serve as the primary liaison to the City and regulatory agencies. If Gary is unavailable due to illness or other unforeseen circumstances, Junnio Freixa will serve as his backup. There will be bi-weekly virtual check-in calls with all three firms and City representatives via video conference to plan for the sampling week ahead and discuss the prior week's sampling. RES will utilize SharePoint for real-time data sharing, document collaboration and progress tracking. All schedule changes, weather delays, or quality issues will be reported within 24 hours to the City. RES will compile and QA all field and lab data before submitting reports.

4.7.5 Equipment

Each firm will provide their own equipment and vehicles. All equipment will comply with FDEP SOPs and undergo regular maintenance and calibration.

Available equipment includes:

- Multi-parameter meters (YSI 556)
- Turbidity meters (Lamotte 2020E)
- Van Dorn or equivalent water samplers
- Tablets with ArcGIS Field Maps
- Cooler, ice packs, sterile bottles (provided by Eurofins)
- 2021 21' Parker Jon Boat
- Field Vehicles

Each firm will maintain and calibrate their equipment according to the manufacturer and FDEP guidelines. Backup meters or supplies are available or will be rented in case of equipment failure. Equipment logs and calibration sheets will be stored electronically and reviewed monthly.

4.7.6 QA/QC Methods and Quality Assurance Manual

Please see attached appendix.

4.7.7 Laboratory Analyses

Eurofins Marathon laboratory will perform all lab analysis and will coordinate sample transport, processing, and results reporting. Eurofins is a NELAP-accredited laboratory, capable of running full suites of water quality parameters. They can meet detection limits and methods outlined in the Florida Keys Reasonable Assurance Document and accept same-day sample drop-off, ensuring rapid turnaround for time-sensitive analyses. COC will be maintained from field to final reports. .



5.0 Other Information / Value Added Options / Contract Deviations/ Other Clients/ Local Familiarity

5.1 Value Added Options

RES, along with its partners Eurofins and WSP, offers several value-added options to increase efficiency, accuracy, and long-term success of the water quality monitoring program:

- **Integrated Data Management Systems:** Implementation of centralized, cloud-based dashboards for real-time data review and reporting. This enhances transparency, simplifies data sharing with City staff, and enables adaptive management.
- **Resilient Scheduling and Staffing Model:** The rotational field team model ensures consistent coverage, and built-in contingencies for staff illness or severe weather events allow for continuity without compromising data integrity.
- **In-house Expertise:** RES employs certified arborists, biologists, engineers, scientists and water quality specialists offering the City access to a range of knowledge to assist with developing recommendations.
- **Regulatory Insight:** Our team includes former agency staff and permitting specialists who can assist in aligning the program with current and emerging regulatory standards.
- **Community Engagement Support:** RES can support outreach efforts, including public-facing dashboards or interpretive materials that enhance community understanding of water quality trends and their importance.

5.2 Familiarity with City of Key West

RES has an established presence in the Florida Keys, with the project manager based in Key Largo and frequent activity throughout Monroe County, including in and around Key West. RES has conducted seagrass, benthic habitat, and water quality assessments throughout the Florida Keys, including nearshore and upland environments. We understand the nuances of working in coral protection zones, the Florida Keys National Marine Sanctuary areas, and within City-managed infrastructure.

Additionally, Eurofins and WSP have a presence throughout the Florida Keys. Our team is highly familiar with the unique challenges of working in the island environment, including limited staging space, boating logistics, and heightened environmental sensitivities.

5.3 Completed Projects

Water quality monitoring is a RES core competency. RES and its partners have completed numerous relevant projects across the country and in the Florida Keys. Please see the project descriptions provided in sections 2 and 3 of this submittal.

5.4 Additional information required

To facilitate efficient setup and data integration, RES requests the following from the City:

- Historical sampling data, if available, in Excel or CSV format.
- Existing GIS datasets related to outfalls, waterbodies, and infrastructure.
- Access to designated sampling sites, including any gate codes or permissions for restricted areas.

5.5 Potential conflicts of interest

RES has not identified any real or potential conflicts of interest in performing the tasks outlined in this proposal for the City.

5.6 Proposed contract deviations

None.



6.0 Cost Effectiveness

RES is pleased to provide the following cost schedule for the duration of the project. The cost breakdown below outlines all rates associated with the required services and deliverables, in accordance with the defined scope of Services.

Cost Schedule by Task

Task number	Task Description	Total Cost
1	Review current relevant data across GOCs and Identify Opportunities	\$5,124
2	Identify Actions that may Mitigate Pollutants	\$5,649
3	Design Water Quality Monitoring Programs	\$11,907
4	Increase Availability of Recent Beach Reports (includes lab processing and reporting by Eurofins)	\$81,241
5	Increase Community Knowledge of Data/ Beach Report Implications	\$11,361
6	Assist with Design of New Beach Water Quality Monitoring Plan	\$11,382
Totals		\$126,664

At this time, RES does not anticipate any reimbursable expenses or additional costs beyond those outlined above.



7.0 Project Schedule and Deliverables

The project will begin upon a Notice to Proceed (NTP), with a proposed 12-month monitoring cycle. RES, Eurofins, and WSP will implement a rotational sampling approach with clear roles and redundancies to ensure continuity in the face of weather delays, equipment issues, or staff unavailability.

Water quality sampling will occur bi-weekly, for a total of 26 sampling events per year. RES, Eurofins, and WSP will alternate field responsibilities in a consistent rotation (i.e. every third sampling event). If a firm is unable to complete a scheduled event due to staff illness or unforeseen conflict, another firm will step in to maintain schedule continuity. Sampling schedules will account for holidays and inclement weather, with buffer windows built into each week of sampling. If unsafe conditions (i.e. tropical storm watches, heavy lightning) prevent fieldwork, sampling will be postponed up to 48 hours. Missed events due to extreme weather will be documented and, if possible, rescheduled within the same week.

Throughout the monitoring cycle, RES will produce key deliverables, including a Recommendations Report, Mitigation Strategies Report, Water Quality Monitoring Program Plan, ArcGIS StoryMap, community outreach materials, and the New Beach Water Quality Monitoring Plan. Below is a summary of the proposed schedule and deliverables.

Schedule Summary

Task	Deliverable	Frequency	Lead	Duration
Task 1	Project Kickoff	Once	RES	Week 1
	Review of data and Recommendations Report	Once	RES	Six weeks
	Presentation to City Commission	Once	RES	At next available monthly meeting after completion of recommendations
Task 2	Mitigation Strategies Report	Once	RES	One month
	Presentation to City Commission	Once	RES	At next available monthly meeting after completion of mitigation strategy list
Task 3	Water Quality Monitoring Program Plan	Once	RES	Two months
	Presentation to City Commission	Once	RES	At next available monthly meeting after completion of Water Quality Monitoring Program Plan
Task 4	Water Sampling	Bi-Weekly	RES, Eurofins, WSP	12 months
	Lab Analysis	Bi-Weekly	Eurofins	12 months
	Public Dashboard Updates/ ArcGIS StoryMap	Bi-Weekly	RES	12 months
	Summary Reports	Quarterly	RES	12 months
Task 5	Public Dashboard/ ArcGIS StoryMap	Once	RES	Two Months
	Community Outreach Materials	Quarterly	RES and City	12 months
Task 6	New Beach Water Quality Monitoring Plan	Once	RES and City	Three months



8.0 Litigation

8.1 Shareholders with greater than 5% ownership

None.

8.2 List of Officers and Directors

Rodger Wiederkehr, President, CEO; Lorne Phillips, Chief Financial Officer; Sam Burley, General Counsel.

8.3 Years of operations and years operating under the same name

RES has been in operation under the same name for 18 years.

8.4 Answers to questions

8.4.1 a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? If yes, provide details;

No.

8.4.2 b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;

No.

8.4.3 c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last 5 years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities?

No.

8.4.4 d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? If yes, provide details;

No.

8.4.5 e. Whether, within the last 5 years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;

No.

8.4.6 f. Customer references, including name, current address, current telephone number;

Peter Frezza
86800 Overseas Highway
Islamorada, Florida 33036
(305) 664-6467 |
peter.frezza@islamorada.fl.us

Todd Hiteshew
949 NW 38th Street
Fort Lauderdale, Florida 33309
(954) 828-4357 |
thiteshew@fortlauderdale.gov

Justin Dacey
1100 Kennedy Drive
Key West, FL 33040
305.295.2151
jdacey@fkaa.com

8.4.7 g. Credit References, including name, current address, current telephone number

Aon Premium Finance, LLC
200 E. Randolph Street
Attn: Accounts Receivable
Chicago, IL 60601
303.305.5287

First Horizon
11 Greenway Plaza, Suite 2700,
Houston, TX 77046
Alison Lyons
713.624.1384

Bank of America, N.A. | BofA Securities, Inc.
Matt Welch
matt.a.welch@bofa.com
W: 713.247.6069 |
M: 832.294.9329

8.4.8 h. Financial statements for the prior three years for the responding entity

Please see RES' last three years of financial statements provided as an appendix.



9.0 City Forms

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Orange)

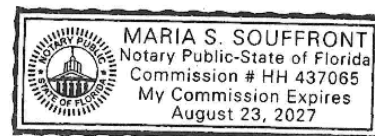
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 27th day of August 2025.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/23/27





**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for RFP# 25-020
Water Quality Monitoring Program
2. This sworn statement is submitted by RES Florida Consulting, LLC
(name of entity submitting sworn statement)
whose business address is _____
1031 Ives Dairy Road, Suite 250, Miami, FL 33179
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3667002

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement N/A
3. My name is Justin Freedman
(please print name of individual signing)
and my relationship to the entity named above is coworker
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.



6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or



affiliate from the convicted vendor list. (Please attach a copy of the final order.)

X The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

John

(signature)

8/27/2025

(date)

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

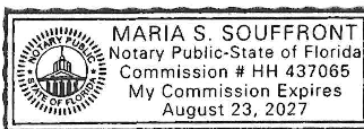
Justin Freedman who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 27th day of August, 2025.

My commission expires:

8/23/27

Maria S. Souffront
NOTARY PUBLIC





CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONSULTANT: 1031 Ives Dairy Road, Suite 250, Miami , FL 33179

SEAL:

Address

Signature

Justin Freedman

Print Name

General Manager

Title

DATE:

8/27/2025





EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Orange)

I, the undersigned hereby duly sworn, depose and say that the firm of RES Florida Consulting, LLC

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: 

Sworn and subscribed before me this 27th day of August 20 25.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/23/27





CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

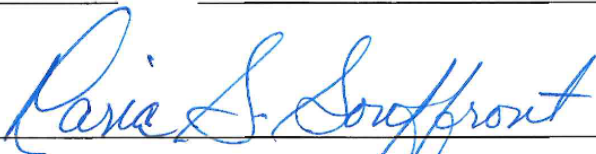
COUNTY OF Orange)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of RES Florida Consulting, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: 

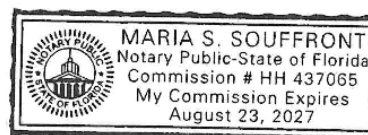
Sworn and subscribed before me this

27th day of August 20 25.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/23/27






NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

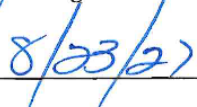
By: 

Sworn and subscribed before me this

27th day of August, 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 



**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. **Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.**
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

N/A RES Florida Consulting, LLC doesn't qualify for local business status.

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank



THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies its compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

8/27/2025
Date


(Signature of Authorized Representative)

State of Florida
County of Orange

Personally Appeared Before Me, the undersigned authority, Justin Freedman who, ☒ being personally know or ☐ having produced his/her signature in the space provided above on this 27th day of August 2025.



Maria S. Scuffront
Signature, Notary Public

Commission Expires 8/23/27

Stamp/Seal:





**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: RES Florida Consulting, LLC

Vendor FEIN: 59-3667002

Vendor's Authorized Representative: Justin Freedman
(Name and Title)

Address: 1031 Ives Dairy Road, Suite 250

City: Miami State: FL Zip: 33179

Phone Number: 954.484.8500

Email Address: jfreedman@res.us

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Justin Freedman, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Justin Freedman

Title: General Manager




**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: RES Florida Consulting, LLC
Vendor FEIN: 59-3667002
Vendor's Authorized Representative Name and Title: Justin Freedman, General Manager
Address: 1031 Ives Dairy Road, Suite 250
City: Miami State: FL Zip: 33179
Phone Number: 954.484.8500
Email Address: jfreedman@res.us

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Justin Freedman General Manager
Print Name *Print Title*
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: 

END OF SECTION 4



10.0 Project Location and Local Preference

RES does not have an office within 30 miles of the City of Key West and cannot apply for local preference status.

Resumes



Gary Serviss, LEED AP

Project Manager

Gary specializes in water quality and hydrologic assessments, wetlands evaluation and classification, mitigation design, wildlife evaluations, and environmental monitoring. He has designed and coordinated numerous environmental investigations to study complex problems and gaining valuable technical and project management experience. As an expert witness, Gary is sought after for testimony on environmental constraints, bald eagles, and wetland impacts.

SELECT WORK EXPERIENCE

Beach Outfalls Water Quality Improvement Project BMP Evaluation, Venice, FL

The City of Venice has multiple stormwater outfalls which discharge untreated storm water directly into the Gulf of Mexico. The City began conducting extensive water sampling and monitoring after numerous beach advisories were issued at Venice Beach due to elevated levels of fecal indicator bacteria. To combat this problem the City installed two diversion pump systems and a bio-retention BMP that is a combination of a shallow, vegetated dry pond and infiltration trench. Gary served as Project Manager for the efficiency evaluation project that included the sampling design, final site selection and a storm event monitoring program. Services included: preparing and obtaining FDEP approval of a Quality Assurance Project Plan (QAPP); installation of autosamplers, rain gauges, and continuous stage equipment at two sites; website development for real time data access; and flow-weighted composite sampling of 10 storm events. Event mean concentrations, pollutant loads, and pollutant removal efficiencies were calculated, and a final report prepared.

Celery Fields Regional Stormwater Facility (CFRSF), BMP Treatment Effectiveness, Sarasota County, FL

Upon completion of the final phase of its premier stormwater treatment and flood control facility, Sarasota County was required to demonstrate to the Florida Department of Environmental Protection (FDEP) that the stated pollutant load removal was being achieved. Gary was the Project Manager for this two-year best management practices study to quantify the effectiveness of the treatment of stormwater runoff. This study included preparation and FDEP approval of a QAPP; mobilization and installation of seven sites with continuous stage and/or velocity meters; ISCO automatic water quality samplers, dataloggers, modems/telemetry equipment, solar panels and shelters; real-time data display website; a time of travel study; collection of seventeen composite water quality samples for storm or baseflow events; flow discharge measurements and rating curve development for all sites; preparation of quarterly data reports containing calculated discharge, rainfall, water quality and pollutant removal efficiency results; and a comprehensive final report.

Englewood CRA Low Impact Development BMP Evaluation, Sarasota County, FL

The Englewood CRA commercial district discharged untreated stormwater runoff directly into the Lemon Bay Aquatic Preserve. The County installed a stormwater retrofit using green infrastructure techniques, including retention and detention bioswales with both native plants and/or turf grass, and pollutant-reducing media in tubes. Gary is the Project Manager for this BMP study to quantify the effectiveness of the treatment of stormwater runoff by the various bioswales. This study included identification of the monitoring sites and mobilization and installation of two sites with continuous stage and velocity meters, ISCO automatic water quality samplers, rain gauges, modems/telemetry equipment, solar panels and shelters; installation of two groundwater wells with continuous stage recorders; installation of a stage recorder in a cistern; and installation of a flow measurement device on the cistern irrigation pump. The monitoring program includes the collection of six composite storm event water quality samples; discharge and stage measurements; seasonal groundwater and cistern water quality sampling; preparation of monthly data reports; and a comprehensive final report.

GOAA, Proactive Positioning on Water Quality Issues, Orange County, FL

Gary is the Project Manager and Principal Scientist for the development of a strategy to address existing and future water quality regulations relative to airport properties for the Greater Orlando Aviation Authority (GOAA). The proactive

AT A GLANCE

Contact

gserviss@res.us | 281.254.7179

Years of Experience

42 years

Education

- MS, Biological Sciences
- BS, Marine Biology

Certificates | Licenses

- LEED Accredited Professional, 2009
- Certified Wetland Delineator, 1996
- Open Water Diver, PADI Certified, 1976



positioning on water quality issues included services to evaluate and inform GOAA on potential concerns to their properties from the pending numeric nutrient rules. Existing water quality data was reviewed, nearby “verified impaired waterbody” locations were identified, established Total Maximum Daily Loads were evaluated, and ongoing and completed Basin Management Action Plans were assessed. Following review and evaluation of this information, GOAA’s risks relative to verified and potential water quality concerns was determined based upon their properties’ position in each watershed. VHB provided recommendations on regulatory processes and efforts in which GOAA should participate, as well as data collection efforts that would support sound planning and decision making.

Sarasota County Stormwater Management, Sarasota County, FL

Project Manager to coordinate flow monitoring and rating curve development. Perform monthly flow measurements at 21 stream sites. In addition to the regular monthly inspections, two high flow events were also measured to capture a full range of flow events. Stage data collected hourly from the County’s gaging stations was obtained, QA/QC performed, and the data processed to develop standard USGS primary computations and discharge calculations. The work has continued for a five-year period with different stations and sampling frequencies.

Clam Bayou Stormwater Treatment Project Performance Efficiency Evaluation, Pinellas County, FL

The SWFWMD constructed three stormwater treatment ponds to treat runoff from an urban watershed prior to its discharge into Clam Bayou. Gary was Project Manager for the design and collection of storm event and baseflow samples to quantify the performance of each pond relative to nutrient and other pollutant removal. The sampling considerations were complicated since they were regularly subject to tidal fluctuations. VHB assisted in the preparation of a QAPP; developed the monitoring program design and installed monitoring equipment at six sites (each of which included a rain gauge, velocity meter, automatic sampler, shelter and solar panel); obtained continuous stage, discharge, and rainfall data; sampled of eight storm events and three baseflow events; completed data management; and authored a final report.

McIntosh Park Enhanced Stormwater Treatment Wetland BMP Evaluation, Hillsborough County, FL

The SWFWMD constructed the Enhanced Stormwater Treatment Wetland system that includes a series a sump, created wetland, and alum injection in succession. Gary served as Project Manager for the BMP efficiency evaluation project that included the design and execution of a hydrological and water quality monitoring program for a two year period. Services included: preparing QAPP; installation of equipment at four sites and rainfall; website development for real time data access; discharge measurements and rating curve development; continuous stage, discharge, in situ water quality and rainfall; automatic sampling of 23 storm and base flow events; and quarterly data reports. Event mean concentrations, pollutant loads, and pollutant removal efficiencies were calculated for each BMP and the overall project. The final report made recommendations on the design and sequence of BMPs and stormwater monitoring programs.

Springs Inventory and Flow Evaluation in Kings Bay, Crystal River, FL

Gary managed a three-phase project for SWFWMD to inventory, document, and evaluate discharge from the numerous spring vents in Kings Bay. The initial phase involved the field inventory of previously documented springs. For the second phase VHB obtained flow and in situ water quality measurements to quantify spring discharge from submerged spring vents for the District in its efforts to establish a Minimum Flow for Kings Bay. The efforts in the second phase were repeated in Phase 3 and three springs were repeatedly measured over two tidal cycles.

Quantification of Ungauged Groundwater Discharge to Spring-Fed Rivers, Citrus County, FL

Gary managed a study for SWFWMD to quantify ungauged groundwater contributions for the Chassahowitzka, Crystal and Homosassa Rivers in a systematic and consistent manner to assist in establishing minimum flows and levels (MFLs) for these systems. VHB initially conducted a field reconnaissance to identify the best locations and methods to conduct discharge measurements for each river system. A total of six transects (two in each system) downstream of the mainspring and bracketing defined reaches were measured using Acoustic Doppler Current Profilers over a partial tidal cycle along with along with readings of water levels at reference points. Analysis of the initial data resulted in the relocation of one transect in Crystal River and the deletion of monitoring in the Homosassa River. The study was repeated with an extended flow measurement window for an entire tidal cycle for all transects. The measurement results and conclusions were provided in Summary Letter Reports.

Hydrobiological Monitoring Program and Salinity Modeling, Parrish, FL

Gary is Project Manager for an eight-year project that involved the design and execution of a Hydrobiological Monitoring Program (HBMP) for the Little Manatee River relative to potential surface water withdrawals by FPL’s Manatee County Plant. Services included preparation and District approval of an HBMP; selection, design, and installation of two stations with



continuous stage, temperature, conductivity and salinity recording devices; baseline and subsequent aerial photography and habitat mapping; continuous stage, temperature, conductivity, and salinity data collection for eight years; equipment maintenance; data reports; salinity modeling and trend analysis; and interpretative reports. Also, as part of FDEP's permit requirements for FPL's withdrawal of river water for cooling requirements, VHB monitors and analyzes salinity and temperature regimes in the Little Manatee River at two sites (US41 and I-75). VHB is responsible for modeling and analysis of salinity impacts as well as providing and interpreting changes in georectified FCIR aerial photography at periodic intervals. The data are summarized and presented in data and interpretive reports on an alternating basis every two years. In addition, two periods of emergency withdrawals during 2006, 2007/2008 and 2011 required an additional analysis of the effects of withdrawals on the salinity in the river.



Mary Szafraniec, PhD, PWS



Director, Water Quality Initiatives

Dr. Mary Szafraniec's extensive ecological assessment and restoration background includes design and implementation of marine and freshwater ecological monitoring and assessments, watershed pollutant evaluation and restoration, and within-system ecological restoration such as sediment removal or inactivation, hydrologic alteration, invasive vegetation or algae removal, and

native vegetation planting. Dr. Szafraniec has 20+ years of experience designing ecological studies analyzing and characterizing water quality, hydrologic regime, and biological community structure to assess the effects of anthropogenic and hydrological modifications on ecosystem response, and to determine the effectiveness of restoration activities. She has been deeply involved in the movement to expand the use of stream restoration as a Best Management Practice (BMP) to improve water quality in Florida for over 10 years and has helped develop methods to establish water quality credits for stream restoration.

SELECT WORK EXPERIENCE

Wilson Ranch Stream and Wetland Restoration Project, Polk County, FL

As technical advisor, Mary is providing technical expertise for the development and implementation of a full delivery public-private partnership project with Polk County to improve water quality and hydrologic conditions in the highly impaired Upper Peace River Basin, that feeds Charlotte Harbor Estuary. RES acquired a 400+ acre parcel to implement a stream and wetland restoration project that will reduce approximately one metric ton of total phosphorus and two metric tons of total nitrogen. RES is designing, building, maintaining, and monitoring the project. Once constructed, RES will own and operate the project for 25 years before the project is transferred to Polk County.

Pearce Drain/Gap Creek, Bowlees Creek and Mill Creek Water Quality Studies, Manatee County, Florida

As Project Manager, Mary conducted three Surface Water Resource Assessments (SWRAs) as part of Watershed Management Plans (WMPs) to assess water quality conditions and potential impacts in Pearce Drain, Gap Creek, Bowlees Creek and Mill Creek in Manatee County. The studies included collection and statistical analysis of water quality, an evaluation of groundwater data, development of pollutant load models, and preliminary stream assessments. The water quality study results were used to develop conceptual designs and cost estimates of stormwater BMP and stream restoration projects. One of the BMPs that was recommended for the Pearce Drain/Gap Creek SWRA that the County chose for further conceptual design development was the Collins Dairy Drain (CDD) Stream Restoration Project. The CDD plan included a meandering natural channel with regionally appropriate bottomland forest floodplains. The proposed design allowed for addition of a trail. The water quality study and stream assessment showed that a cumulative benefit approach that combined stream and wetland restoration throughout the headwaters, enhanced treatment of nutrients in existing ponds that discharge to the creeks, and widespread implementation of LID projects throughout the watersheds would most effectively address water quality, erosion, and flooding issues in the surrounding watersheds.

Joe's Creek Stream Restoration, Pinellas County, Florida

As Project Manager, Mary directed a stream restoration project for a channelized segment of Joe's Creek, which experienced erosion and bank failure due to steep banks and rapidly changing water levels from draining its highly urbanized watershed. Directed efforts to assess erosion impacts, perform stream assessment, prepare and compare conceptual design alternatives, and a preliminary engineering design report. Water quality in the creek was assessed with trend analysis, correlations, and comparisons to NNC. While Joe's Creek is not impaired, the County desired to include nutrient removal with stream design to protect downstream waters. Two-dimensional hydraulic modeling was performed to compare shear stresses in three conceptual stream restoration designs (hard-armor, reducing bank slopes, and natural channel design). The natural channel design, which used Florida-specific stream restoration concepts to develop a floodplain and natural stream properties, outperformed the other options. Mary conducted a public forum to explain and discuss study findings and conceptual designs to the Joe's Creek community and incorporated public feedback into final deliverables.

AT A GLANCE.

Contact

mszafraniec@res.us | 813.748.3625

Years of Experience

21 years

Education

- Ph.D. Environmental Engineering Sciences
- Graduate Certificate in Wetlands Science
- MS Environmental Engineering Sciences
- BS Biology
- ACOE Stream Corridor Restoration Course
- PSU EPP 221 – River Restoration Physical Processes Course

Certificates | Licenses

- Professional Wetland Scientist, No. 2182
- FDEP Stream Condition Index
- FDEP Habitat Assessment



Juliana Navarro

Scientist I

Ms. Navarro specializes in natural resource assessments and environmental compliance in construction. She is a NAUI Rescue and AAUS-certified scientific diver with over 7 years of diving experience in freshwater and marine environments. Ms. Navarro is highly competent in benthic surveying and species identification of algae, seagrass, coral, fish, and mangroves. She also assists staff in wetland delineations, tree surveys, and vegetation monitoring. She is heavily communication focused and is deeply passionate about conserving Florida's nature. Her prior experience included three seasons as a sea turtle nesting biologist with the Miami-Dade County Sea Turtle Conservation Program. She succeeded in strengthening the lighting ordinance on Miami Beach to ensure safe nesting conditions for the sea turtles. She is currently serving as one of the directors on the board of the South Florida Association of Environmental Professionals.

SELECT WORK EXPERIENCE

Port Miami Turbidity and Species Monitoring, Miami-Dade County, Florida

RES provided daily environmental monitoring services for the construction of the MSC Cruise Terminal at Port Miami. Several days a week, Ms. Navarro served as an on-site marine scientist and conducted turbidity monitoring and species observation to ensure environmental compliance in marine construction. She communicated with representatives from multiple construction teams to coordinate a daily sampling plan and ensured compliance throughout the project. She compiled daily reports that are sent to regulatory agencies to ensure continued compliance.

Water Quality and Benthic Monitoring in Village Canals, Islamorada, Village of Islands, Monroe County, Florida

Islamorada engages RES to conduct water quality and benthic surveys twice a year to evaluate water quality improvement projects in residential canals within the village. Ms. Navarro assists with the water quality monitoring, benthic surveying, and the preparation of the bi-annual reports.

Port Miami NPDES Services, Miami-Dade County, Florida

Ms. Navarro conducted reviews of the quarterly and annual summary reports for compliance with water pollution sampling standards at Port Miami in 2022. She calculated minimums, averages, and maximums for various water quality parameters and checked that the units, number of exceedances, frequency and sample types were correct.

Florida Keys, Monroe County, Florida

Ms. Navarro has assisted with reporting and/or permitting applications for several other locations in the Florida Keys including Fury, Cow Key, Ocean Breeze, PL, the Florida Keys Aqueduct Authority (FKAA), the Ocean Residences Channel, and the Matheson Family dock and seawall.

NPDES MS4 Permit Implementation and Coordination, FDOT District Four and Seven, Florida

In accordance with FDOT District Four and Seven Phase I and Phase II MS4 NPDES permits, Ms. Navarro conducts inspections of stormwater treatment facilities, outfalls, and Pollution Control Boxes to document conditions and report maintenance deficiencies. This includes the review of engineer construction documents, as-built plans, and applicable Environmental Resource Permits.

AT A GLANCE.

Email

jnavarro@res.us | 407.325.4553

Years of Experience

3 years

Education

- MPS, Marine Conservation, Rosenstiel School of Marine, Atmospheric, and Earth Science, University of Miami (2022)
- BS, Marine Sciences, Minors in International Studies and Agricultural Communication, University of Florida (2020)

Certificates | Licenses

- American Academy of Underwater Sciences (AAUS) Scientific Diver
- Emergency Oxygen Administration
- ESRI MOOC Cartography Certification
- FDEP Qualified Stormwater Management Inspector No. 52685
- NAUI Nitrox Diver
- NAUI Rescue Scuba Diver
- OSHA 10 Hour Construction Safety
- Wetland Plant ID Training Certificate

Additional Information

- South Florida Association of Environmental Professionals (SFAEP) – Director
- Florida Association of Environmental Professionals (FAEP) - Member



Celeste Lyon

Project Manager II

Celeste is an experienced environmental specialist with more than eight years of experience and a demonstrated history of working in the environmental sciences industry. Her expertise encompasses groundwater science, nutrient loading, source tracking, restoration planning, interagency collaboration,

watershed management and assessment, and Basin Management Action Plans. She has experience with data collection, analysis, report preparation, and technical presentations relating to both surface and groundwater water quality. She is also highly skilled in conducting spatial analyses using ArcGIS.

SELECT WORK EXPERIENCE

Wilson Ranch Stream and Wetland Restoration Project, Polk County, FL

As a project scientist, Celeste provided water quality and GIS technical support for this full delivery public-private partnership project with Polk County to improve water quality and hydrologic conditions in the highly impaired Upper Peace River Basin, that feeds Charlotte Harbor Estuary. RES acquired a 400+ acre parcel to implement a stream and wetland restoration project that will reduce approximately one metric ton of total phosphorus and two metric tons of total nitrogen. RES is designing, building, maintaining, and monitoring the project using in-house ecological engineering, science, and restoration practitioners. Construction will be supported by our external earthwork contractor, P&J. Once constructed, RES will own and operate the project for 25 years before the project is transferred to Polk County.

Pearce Drain/Gap Creek Water Quality Study, Manatee County, FL

Celeste managed tasks that provided technical support with adding additional detail to the antecedent Pearce Drain Gap Creek Watershed Management Plan. This work supported water quality improvement objectives identified by the County. Tasks performed included assessment of pollutant loads by sub-basin, municipal stormwater permit compliance, and collection, compilation, and analysis of County water quality monitoring data. Assessment of the potential of future nutrient impairments based on trend analysis were administered using pollutant load inflows and corresponding responses within the waterbodies. Reconnaissance with County staff was conducted to identify potential sources of nutrient loads not readily available as part of the desktop assessment, as well as to identify potential improvement areas. Results were used to identify and evaluate BMPs to reduce the pollutant loads in the watershed.

FDEP Consultant Services for Groundwater Monitoring, Statewide, FL

Celeste served as a project manager for four different task assignments throughout various impaired springsheds in the state. Services include monitoring well siting, permitting, design and installation, development of a groundwater monitoring plan, data collection, water quality analysis, and reporting. Additional activities include design and implementation of specialized groundwater studies; including qualitative dye traces, nitrogen and oxygen isotope analyses, and OSTDS nitrogen leaching assessment.

Lakes Parker, Bonnet, Mirror, and Morton Nutrient Reduction Plan Development, Lakeland, FL

Assisted the City of Lakeland with developing four 4e Pollutant Reduction Plan (PRP) for Lakes Parker, Bonnet, Mirror, and Morton as an alternative to the development of the Total Maximum Daily Load (TMDL). The projects involved regulatory coordination and monitoring of lake sediments to assess if sediment internal cycling may be a substantial component of overall nutrient loading into the lakes. Preparation of documentation involved preparing narrative sections summarizing the findings of previous studies and presenting the pending restoration actions and programs to address the current water quality impairments within each of the lakes. Reviewed historical and current geospatial data, land uses, soil types, topography and geology within the watershed. Prepared field reconnaissance maps to highlight potential nutrient sources based on review of geospatially distributed water quality concentrations and existing stormwater infrastructure.

Lake Tarpon and Brooker Creek Watershed Management Plans, Pinellas County, FL

Performed professional watershed management planning services for the Brooker Creek watershed in Pinellas County. Services included water quality data analysis, pollutant load modeling, identification water quality issues, recommendations for improvements, conceptual plans, permit meetings, and cost estimates. Responsible for compiling water quality data for analysis and presenting data in a technical format for the Surface Water Resource Assessment component of this project.

AT A GLANCE.

Contact

clyon@res.us | 941.705.0370

Years of Experience

8 years

Education

- Bachelor of Science, Environmental Science
- Master of Science, Geographic Information Science
- Master of Science, Forest Resource and Conservation; Ecological Restoration

Certifications and Licenses

- Erosion and Sediment Control Inspector (#48761)



Carpenter Creek and Bayou Texar Watershed Management Plan, Escambia County, FL

Managed the Surface Water Resource Assessment (SWRA) aspects of a comprehensive watershed management plan for the Carpenter Creek and Bayou Texar watersheds in Pensacola, Florida. Tasks included statistical analysis of water quality and hydrologic data, stream assessment, and BMP alternatives analysis and interpretive reporting. The project also includes a source tracking component. Celeste oversaw compilation of water quality data for analysis and presenting data in a technical format for the SWRA and pollutant load analysis component of this project. The study included statistical analysis of water quality and groundwater data and development of a pollutant load model using the SIMPLE method.

Basin Management for the Suwannee, Santa Fe, Wacissa, Jackson Blue, and Springs Coast BMAPs, Statewide, FL

Assisted Water Management Districts (WMDs), local governments, and federal agencies in incorporating priority water quality improvement projects and budgets in such plans as Florida Forever work plans and watershed restoration plans. Reviewed and commented on WMD Surface Water Improvement and Management Act (SWIM) Plans, Best Management Practice (BMP) manuals, and other efforts related to both urban and agricultural nutrient source protection. Managed projects, particularly with respect to projects supporting BMAP development. Ensured proper coordination in the Department and among stakeholders in BMAP drafting and review and in securing local acceptance, Department approvals, and secretarial adoption of BMAPs.



Junnio Freixa

Scientist III

Junnio Freixa is a scientist and project manager providing support in field investigations, environmental site sampling, and Phase I and Phase II Environmental Site Assessments (ESA), regulatory reporting, and GIS applications. He is experienced in Florida Department of Environmental Protection (FDEP)

Standard Operating Procedures (SOPs) and has conducted field sampling efforts including air, soil and groundwater sampling. Mr. Freixa supports the environmental team in preparing regulatory reports, drafting GIS figures, data validation and evaluation and field activities.

SELECT WORK EXPERIENCE

PortMiami Environmental Permit Compliance Support Services, Miami-Dade County, Florida

RES was engaged by Fincantieri Infrastructure Florida, Inc. to provide permit compliance support for the proposed improvements to cruise ship berths 8 and 9 at PortMiami in Miami. RES conducts turbidity monitoring and endangered species monitoring in general accordance with the permits issued for the project. Mr. Freixa conducted sheet piling inspections for turbidity leaks using an Underwater Remotely Operated Vehicle (ROV) and an aerial drone (DJI Mavic Pro 2).

Water Quality Investigation, 72nd Street, City of Miami Beach, Miami-Dade County, Florida

RES is conducting and evaluation of surface water quality within specific areas of the City of Miami Beach based on the discovery of elevated fecal coliform bacteria in the surface water. The goal of this evaluation is to attempt to identify the potential sources of bacteria identified in those locations. Data interpretation and evaluation will incorporate GIS and statistical tools and incorporate information such as potential physical sources, rainfall, and tidal data. Mr. Freixa drafted surface water sampling analytical figures.

Miami Beach Golf Course Low-Scored Site Initiative Discharge, Miami-Dade County, Florida

RES was tasked to conduct assessment activities within the Miami Beach Golf Course maintenance areas to evaluate the impacts of a former petroleum discharge under the state-funded Low Score Site Initiative (LSSI) program to achieve closure of a historic petroleum discharge. Scope of work includes groundwater and soil sampling and submittal of a limited site assessment report. Mr. Freixa oversaw the installation of new monitoring wells, conducted the soil and groundwater sampling activities, and drafted report figures.

Fury Management Water Quality Monitoring, Florida Bay, Monroe County, Florida

Fury Management, Inc. is required to conduct long-term water quality monitoring for their Submerged Land Parcel, located on State-owned submerged lands offshore of Key West, Monroe County, Florida. RES was engaged to conduct water quality sampling and reporting. Mr. Freixa assists with the field sampling and preparation of the monitoring reports.

Cow Key Marina Water Quality Monitoring, Stock Island, Monroe County, Florida

FDEP requires implementation of a water quality monitoring program for the Cow Key Marina located on Stock Island in Monroe County, Florida. RES conducts semi-annual water quality sampling and reporting. Mr. Freixa assists with the water sampling and preparation of the monitoring reports.

AT A GLANCE.

Contact

jfreixa@res.us | 754.778.0487

Years of Experience

7 years

Education

- BA, Environmental Studies, Florida International University, 2012

Certificates | Licenses

- FAA Drone Pilot Certificate No. 4682797
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Advanced Open Water Diver

Additional Information

- Underwater ROV Operator
- Postbaccalaureate Certificate in GIS
- OSHA 40 Hour HAZWOPER
- Part 46 MSHA Surface Mine Training
- Spotter Training for Solid Waste Facilities
- Enriched Air Diver
- Emergency Oxygen for Scuba Diving Injuries
- BLS/CPR and First Aid

Tommy Cross

Sample Technician Tommy Cross



Tommy was trained to sample at Flowers Chemical Labs in 2008 and performed ground water and surface water monitoring from 2008-2014. He is proficient at setting up and running multiple types of compositors. He has performed field work throughout the state of Florida and has performed the Key West Bight Quarterly Monitoring since 2009. He has also conducted the semi-annual monitoring of Boot Key Harbor in Marathon for 15 years. He is trained to run all the bacteria analysis, TSS analysis and CBOD analysis performed at the Marathon Lab. His current list of field work in the Keys includes Key West Bight -Q-, Boot Key Harbor S/A, Monitoring wells at Little Palm Island and any contracted line clearances for new construction.

Abby Gruner

Deputy Project Manager/Construction Management

Firm Name

WSP

Years of Experience

4 (1 with WSP)

Education

BS, Environmental
Engineering, Florida Gulf
Coast University

Professional Memberships

Florida Water
Environmental
Association

Location

Florida Keys, Florida

Career Summary

Abby's professional experience includes various roles such as performing water quality sampling, overseeing construction projects, and assisting with environmental analysis reports. Before joining WSP in 2024, Abby worked at CDM Smith and Future Aviation, where she gained experience in wastewater treatment facility expansion, pretreatment limits updates, and advanced wastewater treatment upgrades.

Professional Experience

Monroe County, EPA Grant, Monroe County, FL

Performed water quality sampling as a field technician. Assisted the planning and sampling of over 350 canals. Responsibilities included assisting with coordinating field teams, training staff to ensure sampling procedures are followed, and performing sampling efforts. Sampling efforts included recording various water quality parameters.

Monroe County, Canal 278 Well Installation, Big Pine Key, FL

Oversaw construction of a gravity injection well as the Resident Project Representative and conducted sampling as field technician. The gravity well was one of the first of its kind Monroe County installed to help improve water quality in local canals. For the project, prepared weekly work summaries, oversaw drilling of approximately 118 feet, grouting of the well, and installation of the wellhead. WSP designed the well plans and worked closely with the Client to ensure installation of the well was completed. After installation, water quality samples were taken as a measure of the well performance.

Village of Islamorada Water Quality Sampling, Village of Islamorada

Assisted with the planning and executing of sampling 62 canals throughout the Village of Islamorada. Sampling occurs every other month through 2026. Sampling efforts include coordinating with team members and performing sampling to FDEP and client standards.

Duck Key, EPA Grant, Monroe County, FL

Assisted with benthic surveys for the Client. Surveys include analyzing and recording conditions around the breakwater surrounding majority of the island. In addition, assisted with plans depicting the breakwater conditions and the future for the breakwater.

Long Point EPA Grant, Brevard County, FL

Assisted with writing the Environmental Analysis Report for the Client. The report included analyzing the current conditions of the park and future planning to preserve the park against sea level rise. The report included analyzing unique ideas to protect and strengthen the facility against flooding.




Signature Authority


Delegation of Authority Form

Resource Environmental Solutions, LLC and its subsidiaries (together, the "**Company**") grants authority to certain individuals to approve and execute various contracts and other transactions, and allows them to delegate their authority to other qualified individuals within the Company. This form is required to add, change, or revoke a delegation of authority (including subdelegations).

I. Delegator Information	
Request Type (<i>check one</i>): <input type="checkbox"/> Add delegation. <input checked="" type="checkbox"/> Renew delegation. <input type="checkbox"/> Revoke delegation.	
Delegator Name and Title: Ben Eubanks, VP & Regional General Manager	
[Entity/Department/Business Unit]: East	
Email: beubanks@res.us	Telephone Number: 804.955.0330

II. Add New Delegation		
Delegatee Title (position to which delegation is made): General Manager		[Entity/Department/Business Unit]: Florida
Name (person currently holding position): Justin Freedman		
Effective Date of Delegation: 1.3.25		Expiration Date of Delegation: 1.3.26
Delegated Powers and Authority (e.g., contract or transaction type)	Subdelegations Allowed? (Yes/No)	Delegation Limitations (e.g., dollar limits, dual signatures, approvals required)
All contracts and proposals related to the business of Florida. Bid bonds and other bonds.	Yes	Contracts up to \$3,000,000.00, so long as approved pursuant to Contract Policy, and Proposals up to \$3,000,000.00, so long as approved pursuant to Proposal Policy. Bid bonds up to a penal sum of \$3,000,000. Other bonds unlimited penal sum.

III. Signature[s]	
Delegator Signature:  <small>Ben Eubanks (Jan 6, 2025 11:30 EST)</small>	Date: 01/06/25

By signing below, I accept full responsibility for the delegation of authority granted herein and agree to comply with the limitations on such authority and the terms of the Company's contract review and other policies. Any misuse of delegated authority by me may result in disciplinary action.	
Delegatee Signature: 	
Printed Name of Delegatee: Justin Freedman	Date: 01/06/25

Corporate Charter Registration



Department of State / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
RES FLORIDA CONSULTING, LLC

Filing Information

Document Number	L22000019779
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Event Effective Date	NONE

Principal Address

34 E. Pine Street
Orlando, FL 32801

Changed: 08/15/2024

Mailing Address

6575 WEST LOOP SOUTH - STE. 300
BELLAIRE, TX 77401

Changed: 02/14/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 02/14/2022

Address Changed: 02/14/2022

Authorized Person(s) Detail

Name & Address

Title MGR

RESOURCE ENVIRONMENTAL SOLUTIONS, LLC
6575 WEST LOOP SOUTH - STE. 300
BELLAIRE, TX 77401

Title MGR

Freedman, Justin
34 E. Pine Street
Orlando, FL 32801

Title Assistant Vice President

Partlow, Peter
34 E. Pine Street
Orlando, FL 32801

Title Assistant Vice President

Orioles, James (Jim)
34 E. Pine Street
Orlando, FL 32801

Annual Reports

Report Year	Filed Date
2024	02/08/2024
2024	05/01/2024
2025	02/11/2025

Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
08/15/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
05/08/2024 -- AMENDED ANNUAL REPORT	View image in PDF format

05/01/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
01/30/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2023 -- LC Amendment	View image in PDF format
10/05/2022 -- LC Amendment	View image in PDF format
02/14/2022 -- CORLCRACHG	View image in PDF format
01/19/2022 -- Florida Limited Liability	View image in PDF format

Equipment Lists

EQUIPMENT	UNIT	RATE
ORGANIC VAPOR ANALYZER	DAY	\$100.00
WATER LEVEL INDICATOR	DAY	\$25.00
OIL WATER INTERFACE PROBE	DAY	\$50.00
PERISTALTIC PUMP	DAY	\$30.00
WATER QUALITY MULTIMETER	DAY	\$110.00
TURBIDITY METER	DAY	\$30.00
MEASURING WHEEL	DAY	\$10.00
DRONE (DJI PHANTOM 4 PRO)	DAY	\$100.00
HAND AUGER	DAY	\$10.00
MAGNETIC MANHOLE PULLER	DAY	\$10.00
SURVEY EQUIPMENT	DAY	\$50.00
TRIMBLE GPS	DAY	\$50.00
SOCKET SET	DAY	\$5.00
TOOLBOX	DAY	\$10.00
REMEDIATION SYSTEM O&M TOOL KIT	DAY	\$10.00
PORTABLE CHARGER	DAY	\$10.00
DISCRETE WATER SAMPLER	DAY	\$20.00
TRUPULSE LASER	DAY	\$20.00
FIELD LAPTOP	DAY	\$50.00
TABLET	DAY	\$7.00
CAMERAS	DAY	\$10.00
2-WAY RADIO	DAY	\$10.00
AQUATIC KIT	DAY	\$25.00
SCUBA GEAR	DAY	\$100.00
WETLAND SURVEY KIT	DAY	\$25.00
TORTOISE SURVEY KIT	DAY	\$25.00
HIP CHAIN	DAY	\$10.00
SNORKEL EQUIPMENT	DAY	\$25.00
LEVEL "D"	DAY	\$30.00
MODIFIED LEVEL "D"	DAY	\$15.00
CALIBRATION GASES, FLUIDS	DAY	\$25.00
SILICONE TUBING	FOOT	\$2.00
POLYETHYLENE TUBING	FOOT	\$0.20

Lab	Equipment Location (Thermometers Only)	Equipment (ID)	Equipment Description	Manufacturer	Model or Part Number/Serial Number
FL KEYS		3004	Stir/Hot plate	Corning	model PC-320
FL KEYS		3009	Scout Pro Balance	Ohaus	7129321756
FL KEYS		3010	Meter Abridged	VWR SympHony	D02431
FL KEYS		3013	Air Pump Whisper 100	Tetra	
FL KEYS		3015	DSL Modem	Motorola	13AK09018188
FL KEYS		3016	Telephone	GE	80011425
FL KEYS		3038	IR Thermometer	Commercial Elactric	MS6530H
FL KEYS		3039	Oakton pH	Oakton	2122957
FL KEYS		3041	YSI BOD Probe	YSI	16B100359
FL KEYS		3043	UV Lamp	RayTech	10074
FL KEYS		3044	balance		
FL KEYS		3046	IDEXX Sealer	IDEXX	13220201164
FL KEYS		415	Fecal Coliform Bath 2860	Thermo	201844-174
FL KEYS		525	Fisher 750G Oven	Fisher Scientific	804N0018
FL KEYS		532	BOD Incubator Model 11-679-25C	fisher	2.01808E+12
FL KEYS		3045	Water Bath Precision GP28	Thermo Sci	300562310
FL KEYS		INC1995	Fisher Iso Temp	Fisher	

Rate Card



34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

2025 Fee Schedule

Personnel

<u>Category</u>	<u>Hourly Rate</u>
Director	\$260
Project Manager, Senior	\$250
Project Manager III	\$210
Project Manager II	\$180
Project Manager I	\$140
Estimator	\$120
Ecologist V/Geologist V/Scientist V	\$263
Ecologist IV/Geologist IV/Scientist IV	\$210
Ecologist III/Geologist III/Scientist III	\$168
Ecologist II/Geologist II/Scientist II	\$126
Ecologist I/Geologist I/Scientist I	\$105
Restoration Manager	\$120
Restoration Supervisor	\$110
Restoration Technician I	\$90
Engineer V	\$273
Engineer IV	\$242
Engineer III	\$210
Engineer II	\$158
Engineer I	\$126
Surveyor, Senior	\$165
Survey Technician	\$125
GIS-CAD III	\$200
GIS-CAD II	\$158
GIS-CAD I	\$116
Administrative Staff	\$86



Expert Testimony

Preparation and time spent in support of expert testimony will be charged at two times the standard rates.

Escalation for Multi-Year Contracts

Escalation labor rates will apply one year after the effective date of the contract. The escalation labor rate will be 3% per category per year.

Subcontracts

Subcontract services will be invoiced at our cost multiplied by 1.15.

Expenses

Direct non-salary expenses incurred by the project and not applicable to general overhead will be invoiced at our cost multiplied by 1.15. Examples of direct expenses include project supplies, travel and lodging.

Automobiles used on projects will be charged at a mileage rate of \$0.75 per mile, \$17/hour or a minimum daily rate of \$75.

Please see the attached list of equipment and subsequent usage charges.



EQUIPMENT	UNIT	RATE
ORGANIC VAPOR ANALYZER	DAY	\$100.00
WATER LEVEL INDICATOR	DAY	\$25.00
OIL WATER INTERFACE PROBE	DAY	\$50.00
PERISTALTIC PUMP	DAY	\$30.00
WATER QUALITY MULTIMETER	DAY	\$110.00
TURBIDITY METER	DAY	\$30.00
MEASURING WHEEL	DAY	\$10.00
DRONE (DJI PHANTOM 4 PRO)	DAY	\$100.00
HAND AUGER	DAY	\$10.00
MAGNETIC MANHOLE PULLER	DAY	\$10.00
SURVEY EQUIPMENT	DAY	\$50.00
TRIMBLE GPS	DAY	\$50.00
SOCKET SET	DAY	\$5.00
TOOLBOX	DAY	\$10.00
REMEDIATION SYSTEM O&M TOOL KIT	DAY	\$10.00
PORTABLE CHARGER	DAY	\$10.00
DISCRETE WATER SAMPLER	DAY	\$20.00
TRUPULSE LASER	DAY	\$20.00
FIELD LAPTOP	DAY	\$50.00
TABLET	DAY	\$7.00
CAMERAS	DAY	\$10.00
2-WAY RADIO	DAY	\$10.00
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SCUBA GEAR	DAY	\$100.00
WETLAND SURVEY KIT	DAY	\$25.00
TORTOISE SURVEY KIT	DAY	\$25.00
HIP CHAIN	DAY	\$10.00
SNORKEL EQUIPMENT	DAY	\$25.00
LEVEL "D"	DAY	\$30.00
MODIFIED LEVEL "D"	DAY	\$15.00
CALIBRATION GASES, FLUIDS	DAY	\$25.00
SILICONE TUBING	FOOT	\$2.00
POLYETHYLENE TUBING	FOOT	\$0.20



EQUIPMENT	UNIT	RATE
DISPOSAL BAILERS	EACH	\$9.00
SURVEY STAKES/PIN FLAGS	EACH	\$10.00
FIELD SOIL SAMPLING KIT	DAY	\$30.00
GROUNDWATER SAMPLING KIT	EACH	\$35.00
FREE PRODUCT RECOVERY KIT	DAY	\$140.00
MONITOR WELL INSTALLATION KIT	DAY	\$225.00
22' PARKER BOAT	DAY	\$500.00
22' PARKER BOAT WITH CAPTAIN	DAY	\$1,000.00
JON BOAT	DAY	\$300
JON BOAT WITH CAPTAIN	DAY	\$800.00
ROV WITH OPERATOR	DAY	\$1,000.00

QA/QC Manuals



QUALITY ASSURANCE MANUAL
REGION 8 - FLORIDA

Origination: October 2002 | Updated: June 2024



Signature Page

RESOURCE ENVIRONMENTAL SOLUTIONS REGION 8 - FLORIDA

Quality Assurance Manual

Office Locations:

Orlando, Fort Lauderdale, DeLand, Miami, Key West, and West Palm Beach

Signature: _____

Justin Freedman
General Manager

Date: June 17, 2024

Signature: _____

James J. Orioles, P.E.
Quality Assurance Officer

Date: June 17, 2024



Quality Assurance

At RES, our employees are committed to delivering solutions in a competent and timely manner. We empower our employees to adhere to ethical and professional standards that create an environment where quality is the focus.

Resource Environmental Solutions (RES) has adopted the foregoing Quality Statement for Region 8 - Florida. It is our intention that our staff understand that they are responsible for producing a quality product or service. We have established a system of quality assurance (QA) functions, that provide for review and documentation of project activities by Project Managers, Subject Matter Experts (SMEs), Division Managers, Quality Assurance Reviewers (QARs), the Quality Assurance Officer (QAO), and the General Manager. The relationships of these functions are described in this Quality Assurance Manual (QAM) and in appropriate position description policies.

RES provides advisory services for engineering, ecological, and environmental consulting, mitigation bank development and operations and integrated ecological project delivery solutions for public and private entities. This manual addresses the practices and activities associated with producing and verifying the quality of RES' work products.

The system of functions and controls established in this manual are applicable to the scope of services and products generally provided by RES. When required by the Project Manager, Division Manager, QAR, regulatory agency or by contract, a project-specific Quality Assurance Project Plan (QAPP) shall be prepared to provide supplemental QA and technical procedures.



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1.0 Introduction

1.1 Purpose

This section describes RES' QA Program, how it is documented, and how it is to be applied.

1.2 Scope

The QA Program applies to the execution and delivery of technical and professional services, environmental solutions and work products provided by RES.

1.3 Description

QA encompasses those actions taken by an organization to provide confidence that the results, conclusions, recommendations, and products produced by its programs and projects are accurate and reliable and conform to agreed-upon requirements and specifications, and applicable standards, laws, and regulations. The term "project" in this QAM is a broad term used to include all work conducted by staff for the purposes of delivering an external solution or service. This term includes both opportunities and contracted work.

To manage our operations to produce the desired quality, RES maintains a system of quality control (QC) through our organizational structure. Division Managers, QARs and QAO are responsible for the quality of services provided and implementation of the requirements of this QAM. Project Managers are the focal point for providing quality services to our clients. As such, they manage the QC appropriate for their projects.

Each project is assigned to a Project Manager who is accountable for all aspects of the project. A QAR is assigned to each project involving engineering or scientific evaluations, interpretation, or professional judgment. Documents (including emails) that are sent to outside entities that contain technical judgements, conclusions, or commitments require QAR-level review. The term "review" is defined as examination for acceptability. It includes examination of the accuracy, completeness, and soundness of a document and supporting information and includes documentation of the review. The selected QAR shall have experience relevant to the area of work.

1.3.1 Quality Assurance Manual

The RES QA Program is described in this QAM. The requirements contained in the QAM apply to all project activities and are supplemented by the company's Quality Control Manual (QCM).

1.3.2 Stop Work Authority

Authority to stop work is assigned to the designated QAR, Project Manager, Senior Professionals, Division Manager, and General Manager. This authority includes the prerogative to stop or control work to assure quality. Inherent in this authority is the authority to resume work when the cause of suspension has been removed or corrected. In case of a disagreement on a stop work decision, the decision may be referred first to the QAO, and if not resolved, to the General Manager.

1.3.3 Assessment of the Quality Assurance Program by RES Management

The measures that provide management's periodic assessment of the status and adequacy of the RES QA Program are listed in Section 6.0.



2.0 Organization

2.1 Purpose

The purpose of this section is to identify RES' organization and relationships relative to the performance of activities affecting quality.

2.2 Organization

Investigation, evaluation, assessment, design, and implementation of services subject to the requirements of this manual are under the direction of the General Manager. For each project, a Project Manager is assigned responsibility for the planning, management, and execution of RES' services.

QARs who have completed required training and have demonstrated appropriate skills and experience in the execution of relevant work are assigned a QA role within the project structure. QARs and Division Managers are responsible for reviewing and approving the scopes RES develops that require evaluation, interpretation, or professional judgment.

The QAO is responsible for verifying and documenting that the specified quality control reviews, and approvals are maintained. This responsibility includes verification that proper practices, documentation, and reporting have occurred. The QAO's verification of quality is regularly reported through the quality verification chain to the General Manager. For the purposes of this QAM, "report" is a broad term used to describe any deliverables that may be generated by RES for external use or reliance.

2.3 Summary of Assigned Quality Assurance Responsibilities

The QA Program has been established by RES to assure the quality of RES' products and services. A summary of the assigned quality assurance responsibilities follows below.

2.3.1 General Manager

The General Manager has overall responsibility for the quality of work conducted by RES employees. The General Manager is responsible for establishing the organizational structure of the Company consistent with RES' quality objectives; supporting QA as an essential element in all functional, management, and administrative areas; communicating management's commitment to quality throughout the organization; motivating personnel to achieve increasing levels of technical competence and achievement; and providing the resources necessary to support an effective, ongoing, and comprehensive QA Program.

2.3.2 Quality Assurance Officer

The QAO is the overall quality leader for the region and reports directly to the General Manager on matters of quality. These responsibilities apply on a region-wide basis. In the absence of a designated QAO, the Advisory Services Manager or the General Manager's appointee shall serve in that function until such time as a QAO is designated.

The QAO has responsibility for the following:

- Technical Review – Assure that only appropriately trained and authorized QARs are assigned to projects. Serve as the QAR for projects that are outside of the normal scope of services provided by RES or exceed the experience level of QARs available. Verify that such documents have received adequate technical input from appropriately designated QARs or SMEs.
- Training and Technical Development – Assure development of the training program and verify that adequate training is available for all employees within the region.
- QAR Recommendations – Coordinate and monitor the progress of each QAR candidate in the Region with the General Manager and designated committee.
- Quality Assurance – Assure by training, observing, and providing guidance that all personnel know, understand, and implement the QA functions. Provide conclusions and recommendations to the General Manager as to the effectiveness of implementing the QA Program and in producing quality work.
- Quality Audits – Direct and participate in QA audits as prescribed by the General Manager. Direct or perform internal audits to monitor the performance in quality.
- Quality Assurance Review Committee – Establish a committee and conduct regularly scheduled meetings to discuss policies, procedures, training, and the effectiveness of the QA Program. Coordinate with Division



Managers to ensure timely and responsive QA reviews and that they are conducted by the appropriate staff to meet the division's needs.

- Work Stoppage – Exercise stop-work authority in concert with the Project Manager to correct project activities, assure quality performance, and inform Division Managers and General Manager of such work stoppage. Participate in decisions to resume work activities based on effectiveness of corrective actions.

2.3.3 Quality Assurance Reviewer

Responsible for the technical content and quality of each project that is assigned to a QAR. A properly designated QAR shall review each project element requiring evaluation, interpretation, or professional judgment. The designated QAR shall have comparable experience with similar projects as well as experience with the techniques to be employed, the conditions to be evaluated, and the technologies involved in the project. If the QAR does not have said experience, another QAR or SME with such experience and qualifications shall be engaged to provide guidance and review of the appropriate proposal and project activities.

A QAR is authorized to develop and review project elements and take responsibility for the technical content and quality of project elements by reviewing and signing reports and other documents when such documents include evaluation, interpretation, professional judgment, recommendations, or conclusions.

The QAR shall notify the QAO of requests for projects to be executed which are outside of the normal scope or area of staff expertise. The QAO will consult with the Division Manager and General Manager on such projects to determine an appropriate course of action.

2.3.4 Division Manager

The Division Manager is responsible for assigning properly trained project managers who have the appropriate level of experience for the project. Division Managers shall ensure that QA/QC policies and procedures are implemented and followed within their division. They shall provide guidance at the division level and verify the appropriate QAR is assigned to the project.

2.3.5 Project Manager

Responsibility for overall project execution and quality achievement is assigned to a Project Manager. The Project Manager conducts or directs activities necessary to execute projects that have been properly scoped and authorized. The Project Manager has primary responsibility for resource allocation, costing, scheduling, and collections for the project. The Project Manager is accountable for project quality as an integral part of project execution. The Project Manager is responsible for coordination of resources between divisions as needed to accomplish project objectives and is responsible for the finished product. The Project Manager, in coordination with the Division Managers and QAO, will assess if a specific QAPP will be required for the project. The QAPP will establish the data quality objectives and QA review procedures for project-specific milestones and deliverables.

2.3.6 Subject Matter Expert

SMEs are professionals who have advanced knowledge and experience in a particular topic. As an authority, they are uniquely qualified to provide guidance and strategy. Project Managers and QARs shall request QA reviews from SMEs when a project or document requires detailed knowledge and understanding of a subject outside of the reviewer's area of technical expertise. SMEs are responsible for providing guidance to Project Managers and QARs on topics within their areas of expertise to ensure conformance to QA policies and procedures have been met.



3.0 Contract Review and Execution

3.1 Purpose

The purpose of this section is to establish requirements to ensure that contracts for providing RES' services and products are appropriately reviewed and executed with respect to requirements, scope of work, capability to meet the requirements, and protection of RES' assets.

3.2 Scope

These requirements are applicable for all opportunities being pursued and contracted services provided by RES.

3.3 Responsibilities

The Project Manager is ultimately responsible for ensuring that the contract requirements are met for projects that are executed within his or her respective project. However, all contracts must be reviewed and signed as outlined in Section 3.4.

3.4 Requirements

Personnel authorized to propose and contract RES' services will provide review of the proposed work or contract to verify the following:

- Requirements and scope of services are adequately defined and documented.
- Differences between the contract and the proposed scope of services are identified and resolved.
- RES will receive payment for the services provided, does not accept an unreasonable degree of liability, can provide the services, and avoids conflicts of interest situations.

Opportunity pursuits shall be reviewed by a QAR, Division Manager or other SMEs who has the appropriate level of technical competence and understands risk mitigation and RES' commitments for the project. Documents committing RES' resources shall be duly signed by the Project Manager and Division Manager or QAR. Contracts executed by the Client on RES' standard forms may be signed by staff with the appropriate Delegation of Authority (DOA) granted by the General Manager in writing in accordance with RES' DOA policy, provided the Agreement has not been modified or will not be modified by a subsequent Task Work Order, Change Order or Proposal. All agreements, client or subcontractor supplied contracts, and RES standard forms with changes must be reviewed by the Contracts and Legal Department. These modified agreements and associated task work orders may be signed by the General Manager or appropriate staff who have been given the DOA in writing by the General Manager in accordance with RES' DOA policy following authorization by RES' Contracts and Legal Department.



4.0 Project Document Review

4.1 Review Procedures

RES provides a variety of technical services and related work products. These work products may be delivered in hard copy or electronic format. They may be in a variety of formats such as spreadsheets, Geographic Information System (GIS) shapefiles, maps, databases, field reports, written reports, construction plans, record drawings or other methods of relaying data. Deliverables may contain data, field notes and photographs, methodologies, results of research, narratives, calculations, and other items. Review of these work products and their components shall conform to the procedures outlined herein. These procedures are designed to be flexible so that they can apply to the variety of formats of our work products.

4.1.1 Project Scope and Opportunity Development

The QAR is assigned to the project at the development of the initial scope and proposal. The QAR, Division Manager, the Project Manager, and if appropriate, a professional with relevant technical experience, on the scope of services collaborate on the scope and opportunity development. The QAR and experienced professional will review the proposal, including the proposed terms and conditions. During this stage it will be determined if a project-specific QAPP will be required.

4.1.2 Project Initiation

Once the project is authorized by the client, the procedures outlined in Section 3.0 are followed. The QAR is confirmed by the Division Manager as the selected project QA reviewer and is assigned to the project. If appropriate, the Project Manager, Division Manager, QAR and relevant staff will hold a “kick off” meeting so that the project requirements, scope, budget, schedule, deviations, and expectations are discussed.

4.1.3 Project Execution

As data is collected for the project, it is verified to be accurate by the originator and assembled into a deliverable format. The QAR is consulted during critical milestones and decision points during the project. Examples of times when the QAR should be consulted are at times when relevant decisions are to be made, field services are to be initiated, data, conclusions or recommendations are to be formulated and conveyed to an outside party (verbally or written), and changes in scope or unexpected deviations are identified.

4.1.4 Figures and Maps

Figures and maps are used interchangeably for the purposes of this QAM. Figures can include AutoCAD drawings, GIS figures, georeferenced database information, design plans, and other exhibits to relay project information. Figures may be part of a deliverable or may constitute the deliverable itself. Figures shall follow the standard RES’ review process. Figures and their content shall be reviewed for accuracy, consistency with other portions of the deliverable and other project documents, and format. All data, scientific names, figures, and metadata shall be confirmed during the review. Figures shall be peer reviewed by the person who did not prepare the figures. That reviewer shall have the qualifications to understand and conduct such a review for accuracy and correctness. Once the review is complete, the reviewer shall record their initials on the Document Quality Control Tracking Record under “Peer Review.”

4.1.5 Calculations

Calculations shall be documented in the project file. Calculations can be written “by hand” or in an electronic document or they may be in a spreadsheet or database. If commercial software is used for calculations, then the user shall be knowledgeable about the software capabilities and limitations and its methodology. Calculations should include notations of assumptions, reference materials and other pertinent information. All calculations shall be reviewed and verified by someone other than the originator. The reviewer must be knowledgeable in the technical subject of the calculations and any commercial software applications used. Calculations shall be reviewed for accuracy and correctness. These should be confirmed prior to the use of these calculations in the project. The reviewer shall provide edits to the originator and the reviewer shall record their initials on the Document Quality Control Tracking Record under “Peer Review.” The review shall include at least the following, with proper documentation:



- Review of formulas and computational logic;
- Check and verify calculations;
- Verify appropriate model development;
- Verify input data, logic, and assumptions; and
- Verify results.

4.1.6 Computer Software

For spreadsheets, database management programs, hydraulic models, and other software applications in which the user provides the computational logic or model development, QC reviews closely follow the requirements for calculations as indicated in 4.1.5. The reviewer must be knowledgeable in the application software as well as the technical subject of the application.

4.1.7 Deliverables

All project deliverables that provide a technical opinion or commit resources shall be peer reviewed at the staff level and followed by a QAR review and Project Manager review prior to submittal to an external party. Deliverable shall adhere to a dual signature policy whereas the author will sign on the left side of the signature block and the Project Manager, Division Manager or QAR will sign on the right side of the signature block as appropriate. Documents signed and sealed by staff with professional licensure shall be reviewed by appropriate technical staff that have complementary technical experience. QA reviews will be documented on the Document Quality Control Tracking Record.



5.0 Quality Assurance Records

5.1 Purpose

The purpose of this section is to establish measures for the collection, storage, retention, retrieval, and maintenance of records that furnish documentary evidence of quality.

5.2 Scope

The requirements of this section apply to records generated during performance of quality affecting activities by RES personnel or suppliers. These records include information on personnel, projects, equipment calibration and maintenance, and audits.

5.3 Responsibilities

General Manager – Responsible for establishing and maintaining the records management system for the Region. Empowers staff to be champions of QA and report issues without retaliation.

Quality Assurance Officer – Direct or perform internal audits to monitor performance regarding quality. Participate in quality audits on an assignment basis as prescribed by the General Manager.

Division Manager – Responsible for insuring project managers and staff are adhering to QA/QC policies and procedures within their division.

Project Manager – Responsible for maintaining project records during execution and consolidation of project records, including documentation of QA/QC reviews, into the project file at the completion of the project.

Staff Personnel – Responsible for ensuring that project records are dated, complete, and appropriate to the work accomplished, legible, and identifiable to the relevant item, task, and project.

5.4 Requirements

Records that document quality will be legible, identifiable, and retrievable for a predetermined time. Records will be stored in facilities that provide a suitable environment to minimize loss, damage, or deterioration. Records may be in the form of printed or electronic media.

A system for organizing, validating, designating, filing, storing, maintaining, and retrieving records will be established and implemented by the General Manager. The system will provide for retention, protection, preservation, traceability, and retrievability.

5.5 Procedures

5.5.1 Required Records

5.5.1.1 PROJECT RECORDS

Project records are maintained and indicate the work scope, background, and status. The Project Manager is responsible for maintaining records for active projects and for directing post-project close-out. During close-out of a project, before files are stored, project records are consolidated into the project file. Extraneous material (including internal drafts of documents) and extra copies shall be discarded. The file is to be organized logically to be able to reconstruct or validate the work at a later date. Files shall be appropriately labeled so that retrievability and ultimate disposition can be readily accomplished.

The following documentation is included, as applicable, for each project file:

- Project agreements, including change orders;
- Documentation of quality reviews on the appropriate Document Quality Control Tracking Record;
- Client correspondence;
- QAPP (if applicable);
- Project-Specific Plans (e.g., Health and Safety, Project Work Plans), as applicable;
- Records of written and oral communication;
- Subcontractor contracts and correspondence;
- Drawings, specifications, and project-specific procedures;



- Chain-of-Custody documentation;
- Laboratory and field data and test results;
- Field notes;
- Calculations and analyses;
- Photographic documentation, as appropriate; and
- Deliverables.

Project Managers are responsible for assuring that specified project records are dated, complete, and appropriate to the work accomplished, legible, and identifiable to the relevant items or task and preparer. Records may be originals or reproduced copies of documents.

5.5.1.2 PERSONNEL QUALIFICATION RECORDS

Personnel resumes shall be maintained and updated on an on-going basis and at least annually for individuals whose work functions affect the quality of services provided. The resumes document qualifications of the individual to perform assigned work functions based on education, training, and experience. Resumes shall include the following information:

- Level of education, training, and experience:
- Documentation of education or training specific to a qualification:
- Example project experience: and
- Certifications and registrations obtained or required to perform designated functions by contract, code, or federal or state regulations.

5.5.1.3 EQUIPMENT RECORDS

Records documenting the maintenance and calibration of equipment used in measuring and testing functions are maintained by the respective division or group that primarily uses the equipment.

5.5.1.4 AUDIT RECORDS

Records associated with quality assurance audits shall be maintained by the QAO.

5.5.2 Records Management System

RES has a centralized records management system for project records. The system shall provide for retention, protection, preservation, traceability, and retrievability.

5.5.3 Project Files

Project files shall be assigned a unique number or identification. Provisions shall be made for identification of completed files removed from storage.

5.5.4 Records Storage and Preservation

Closed out project files shall be maintained in storage facilities as determined by the Project Manager, or as specified by contract requirements. Storage facilities shall provide a suitable environment to provide reasonable protection against loss, damage, or deterioration appropriate to the type of record for the specified retention time.

5.5.5 Access to Project Files

Access to project files shall be controlled to assure the integrity of the files.

5.6 Documentation/Records

Project documents become QA records when they have been completed and reviewed. It shall be the responsibility of the Project Manager to make provisions for special storage, retention, or preservation requirements applicable to specific project files.



6.0 Audits

6.1 Purpose

The purpose of this section is to establish the requirements and procedures for conducting internal audits to verify compliance with and the effectiveness of RES' QA Program and to provide for management review of the program in terms of status and adequacy.

6.2 Scope

These requirements apply to all offices, divisions, and service lines of RES within Region 8 and govern the conduct of internal assessments and management reviews.

6.3 Requirements

Audits shall be conducted to verify conformance with, and determine the effectiveness of, the RES QA Program and quality systems. Audits may include surveillance or peer reviews. Audit personnel shall be designated by the QAO and have the organizational freedom, authority, and capability to identify quality-related problems. Audits shall be scheduled and planned, and team training conducted, as necessary. Audits shall be conducted by personnel who did not have direct responsibility for performing the project activities being audited. Audit personnel shall be selected based on their quality assessment, management, and technical capabilities in relation to the function being audited. The results of the audits shall be documented and reported to the appropriate management level responsible for the area or activity assessed. Conditions needing corrective action shall be identified. Responses to conclusions and recommendations that identify quality issues during the audit shall be required. Follow-up action shall be taken and documented to confirm the implementation and effectiveness of the response action, as appropriate.

6.4 Procedures

6.4.1 Types of Audits

Audits may consist of corporate-sponsored QA Program audits of office, division or project operations, internal audits conducted on organizations/project units within an office, surveillance, or peer reviews. Audits may include field reviews or surveillance.

6.4.2 Audits

6.4.2.1 SCHEDULING

As directed by the General Manager, an audit schedule shall be developed annually by the QAO and revisions made, as necessary.

The General Manager, or QAO may request or direct an audit of a division or project at any time. These audits may be announced or unannounced.

6.4.2.2 PERFORMANCE

The audit team leader shall notify management in advance of the activity or organization to be audited and confirm preliminary scheduling. A pre-audit conference may be held to convey the audit objectives and schedule.

Scheduling of audit activities and allocation of resources is based on the status and risk of the activity being audited. Scheduling is to be flexible and additional attention given to areas of questionable performance, even if all areas originally scheduled for audit are not covered.

An audit debrief shall be held to present the conditions observed by the auditor(s), resolve questions pertaining to deficiencies noted, and, as applicable, obtain corrective action commitments.

6.4.2.3 REPORTING

The audit report may include the following information, as appropriate:

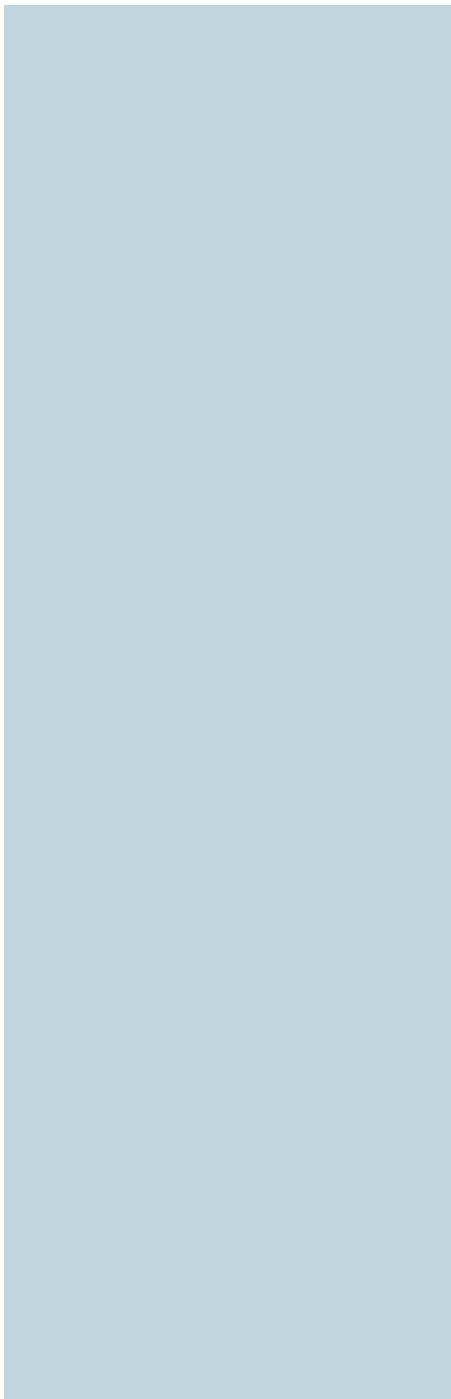
- Organization or activity audited;
- Audit scope (e.g. project, division, or other operational unit);
- Identification of the auditor(s);



- Identification of persons contacted during the audit activities;
- Summary of audit results; and
- Significant findings and the deadlines for submittal of an audit response plan.

6.5 Documentation/Records

Records of audits are typically maintained for a period of two years or until the subsequent audit is performed, whichever is longer. Records shall be stored on the corporate computer network in an appropriate location as designated by the QAO.





**QUALITY CONTROL MANUAL
REGION 8 - FLORIDA**



Signature Page

RESOURCE ENVIRONMENTAL SOLUTIONS REGION 8 - FLORIDA

Quality Control Manual

Office Locations:

Orlando, Fort Lauderdale, DeLand, Miami, Key West, and West Palm Beach

Signature: _____

Justin Freedman
General Manager

Date: June 17, 2024

Signature: _____

James J. Orioles, P.E.
Quality Assurance Officer

Date: June 17, 2024



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1.0 Introduction

This Quality Control Manual (QCM) has been developed by Resource Environmental Solutions (RES) for Region 8 - Florida to ensure that data generated during execution of work is of known and verifiable quality. This QCM shall be reviewed on a periodic basis if significant changes to company policies or procedures warrant an update, to be decided by the company's Quality Assurance Officer (QAO). If significant changes have occurred, then the QCM shall be updated accordingly. This QCM was created by RES to establish a quality system that will do the following:

- Identify, implement and promote quality assurance (QA) policies and procedures that will produce data of a known and verifiable quality;
- Create, identify and follow SOPs for technical and administrative activities;
- Monitor adherence to the established policies, procedures and written SOPs;
- Establish and use procedures for continual improvement through corrective, preventive, and proactive action policies; and
- Monitor the quality of the organization's technical product.

RES implements a variety of project types and the need for quality control is inherent to all project types. While specific standard procedures referenced by an agency may be referenced within this document, it is RES' intent that protocols consistent with industry standards in the areas where the projects occur are followed. Industry standards may be reflected in laws and rules, local ordinances, agency policy and guidance documents, permit applications, or client-specific requirements. These references change and are updated periodically. Thus, it is not practical to reference each protocol and standard. RES' staff makes a concerted effort to stay current with industry standards and rules and apply them to our projects as appropriate and our staff use their experience, education, and professional judgement to apply the applicable standards to the projects we implement.

One area that is specifically required to be addressed in this QCM is topics specified in the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) DEP-SOP-001-01 per the FDEP Quality Assurance Rule, 62-160, Florida Administrative Code (F.A.C.). The purpose of 62-160 F.A.C. is to assure that chemical, physical, biological, microbiological, and toxicological data used by FDEP are appropriate and reliable and are collected and analyzed by scientifically sound procedures. To this end, this chapter defines the minimum field and laboratory quality assurance, methodological and reporting requirements of FDEP. This process includes, but is not limited to, field activities (sample collection, sample preservation, field measurements, and site evaluation); sample handling, storage, and transport; summaries or data presentation activities; and all activities that impact data quality such as providing sample containers, instrument calibration services, or reagents and standards. All persons who conduct or support field activities for sampling and data collection and shall follow the applicable procedures and requirements described the FDEP SOP titled Standard Operating Procedures for Field Activities, DEP-SOP-001/01 and Standard Operating Procedures for Selected Bioassessment Activities, DEP-SOP-003/11. The preceding language is required pursuant to FDEP regulations and weblinks to the FDEP SOPs are provided in Section 3.2 of this QCM and Chapter 62-160 F.A.C. can be reviewed at: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-160>

The procedures in the FDEP SOPs are minimum requirements for sample collection, sample handling, field testing, data collection and certain laboratory procedures used to generate data for FDEP use. The FDEP's Quality Assurance Rule, 62-160.210 & .330, F.A.C. requires prior approval of alternative and new procedures by FDEP before use on a project.

1.1 Commitment to Quality

RES' officers and employees are committed to generating data of a known and verifiable quality. This objective will be accomplished using sound professional judgment, and adherence to RES' QA policies and Quality Control (QC) procedures.

1.2 Ethics Statement

RES expects that all employees will conduct themselves in a professional and ethical manner. All employees are expected to comply with all applicable governmental rules and regulations, including avoiding conflict of interests and complying with lobbying rules. We also comply with adopted clients' ethics provisions as they are applicable to our business. The following outlines some specific ethics germane to RES' profession:

- We will not knowingly violate the rights of individuals, which may be guaranteed or provided by the United States Constitution, or the laws of the state and federal governments.



- We will not knowingly misrepresent our duties, professional credentials, or ourselves.
- We will seek to improve and expand our knowledge and expertise through education and training.
- We will defend our profession against unjust criticism and help defend our colleagues against unjust actions.
- We will refrain from conduct that would reflect adversely upon the best interests of RES, its clients, and its professional areas of practice.

Per RES' Company Policy, RES expects all employees to conduct themselves in a professional and ethical manner. An employee should not conduct business that is unethical in any way, nor should an employee influence other employees to act unethically.

1.3 Client Confidentiality

RES, its employees, representatives, or agents will not directly or indirectly divulge or disclose confidential information that has been obtained by, or disclosed to, RES as a result of its discussions with others. On some occasions, RES, its employees, representatives, or agents may disclose such information or portions thereof to its partners, directors, officers, employees, agents, and representatives who need to know such information for the purpose of performing duties within the normal scope of their employment. It shall be understood that those partners, directors, officers, employees, agents, and representatives will be informed of the confidential nature of this information and will agree to be bound not to disclose the information to other individuals. In no instance will confidentiality of information obtained by RES supersede disclosure requirements of law or court order.

1.4 Organizational Structure

Described herein are roles/responsibilities in RES' QA/QC process.

1.4.1 Staff Responsibilities

1.4.1.1 QUALITY ASSURANCE OFFICER

The role of the QAO is one of oversight. In addition to coordinating and overseeing data quality activities, monitoring adherence to company policies and procedures and corrective actions, the QAO has the ability and authority to recommend and implement immediate corrective measures, without going through chains of command. The organizational and functional position of QAO is not placed in direct lines of authority.

The QAO can objectively evaluate data and perform audits without outside influences. The responsibilities of the QAO may be divided among several individuals and the designated QAO may be assigned other duties (e.g., project management). However, other responsibilities cannot bias the performance of these tasks:

- Review QC data to determine if data are acceptable;
- Perform annual systems audits to ensure compliance with QA plans and SOPs;
- Distribute results of internal and external audits to management and affected individuals;
- Oversee responses to internal and external technical audits;
- Oversee and recommend corrective actions as a result of the audits;
- Verify corrective action implementation;
- Oversee administration of performance audits;
- Coordinate preparation of QA reports to management, clients and regulatory agencies;
- Coordinate and oversee the preparation of project-specific QA project plans;
- Review proposed procedures and associated method validation information to determine appropriate use;
- Review initiated corrective actions to assure effectiveness. Recommend additional measures if necessary.

1.4.1.2 TECHNICIAN LEVEL

The field technician, technical staff or sample collector will conduct the following:

- Perform field measurement tests, data collection and calibration according to FDEP SOPs and industry standards and manufacturer's recommendations;
- Verify that calculations (e.g., purge volume), observation (e.g., species) and data are correct;
- Collect samples and data following the appropriate SOPs or other industry standards using appropriate equipment or software;



- Ensure that sample containers, photographs, or data are properly and accurately labeled or referenced;
- Ensure that appropriate preservatives sample containers are used for sample collection;
- Legibly and fully document activities in field logs or field data sheets;
- Ensure that field information or data collected is accurately recorded;
- Identify and document potential QC problems (e.g., unacceptable calibrations, procedures, and equipment variances; incomplete or compromised data; poor environmental conditions, etc.);
- Maintain equipment and instruments in working condition, and document preventative maintenance and repairs; and
- Implement corrective action procedures that are identified to be necessary as a result of audits.

1.4.1.3 DIVISION MANAGEMENT

These individuals will conduct the following:

- Ensure that field activities are performed according to methods and protocols specified in applicable project documents, SOPs and applicable industry standards;
- Ensure that field collected and laboratory generated or data collected are reviewed by the following activities:
- Check documentation for completeness and proper sample, species, structure or other data set identification;
- Check raw data for calculation, interpretation or clerical errors; and
- Assure that produced QC data are acceptable.
- Oversee preventative maintenance activities.
- Evaluate and implement changes in methodology and QC measures.
- Identify QC problems and take measures to correct or eliminate the problem source.
- Monitor and implement corrective action procedures that are identified to be necessary as a result of system audits.
- Assume the responsibility for validating field generated documentation and collected data and ensure that final field and data reports are accurate before review by Quality Assurance Reviewer (QAR).

1.4.1.4 PROJECT MANAGEMENT

This individual has general responsibility for the following activities:

- Act as a liaison between the client and the organization.
- Oversee and coordinate project activities including work plans, QA plans, data quality objectives, SOPs, and scheduling.
- Coordinate analytical work, field activities, or data collection to assure the completion of tasks within established time frames. Ensure that there are adequate qualified personnel, equipment, and time to produce a completed project of a specified quality.
- Review project data prior to final report review to assure that all data are acceptable and within specified project objectives.

1.4.1.5 MANAGEMENT

These individuals are responsible for the overall operation of the organization including fiscal resources and personnel. They will ensure that organizational activities are conducted according to the organization's established quality system, QCM and SOPs and that policies and procedures are consistent with this QCM. They will review and assess the organization's quality system, and related activities to determine the effectiveness of the system, and its continuing suitability. Their review may include, but is not limited to the following:

- Policy and procedures review;
- Outcome of internal or external audits;
- Corrective or preventative actions;
- Reports from managerial and supervisory staff;
- Changes in volume and type of work;



- Client feedback;
- Complaints and their resolution; and
- Staff training.
- The findings and recommendations of this management review should result in the following:
- Assurance that there is sufficient managerial, technical, and support staff with the authority and resources to perform their stated duties.
- Establishment of procedures to ensure that personnel are free from undue internal or external commercial, financial, and other pressures or influences that may adversely affect the performance and quality of their work.
- Ensure that the staff has the necessary education, experience or training to perform their stated duties.

1.4.2 Licensed Professionals

It is the responsibility of each licensed professional to maintain and fulfill any training and continuing education requirements for each of their licenses, including those in jurisdictions other than Florida. The licensed professional is also responsible for familiarizing themselves with the rules and regulations governing their profession. Each licensed professional shall be willing to seal reports, plans and designs which were prepared under their responsible charge, and only those reports, plans and designs which were prepared under their responsible charge, and only in those areas of practice in which the licensed professional is qualified through experience, education, or expertise.

1.4.3 Employee Training and Credentials

Copies of RES' employees' specialized training records, credentials, including copies of professional licenses for RES' staff, are maintained in the company administrator's files as well as in the individual employee's files.



2.0 Documentation

RES maintains project records to ensure that the quality of our work is documented, and sound industry practices are employed throughout each project.

2.1 Generation, Retention, and Storage of Records

Products or outputs of automatic data recording devices, such as chart strip recorders, integrators, and computers, will be retained in electronic or paper form. Records will be properly identified as to purpose, analysis date, and field or lab identification number or data collection number.

2.1.1 Electronic Data Security

Access to data will be controlled. Electronic data collected from instrumentation will not be altered. Software that allows an analyst to correct raw data (e.g., change baseline) is acceptable.

2.1.2 Electronic Data Storage and Documentation

Electronically or magnetically stored data will be easily retrievable for printing to paper. Electronic data files will be coded, indexed, or referenced, to facilitate availability of data, analytical events, and other procedural records. These file designations will allow easy retrieval of the record.

Software problems and their resolution will be documented, where these problems affect the correctness of data documented, or where problems affect the cross-indexing of records. Indications of which files have been affected, software changes, updates, installations, etc. will be documented per the above concerns. The files and links of associated service records supplied by vendors or other service personnel will be maintained.

2.2 Control and Maintenance of Project Documentation

All records of an organization that are pertinent to a specified project will be retained for a period of at least five years after the completion of the project. These records may include the following:

- Field notebooks, data sheets, and documentation on the data collection event;
- Field and laboratory analytical records including supporting calibration, raw data, data reduction calculations, QC information, and all data output records;
- Field and laboratory custody records including shipping receipts, sample transmittal forms, internal routing and assignment records, and sample disposal;
- Statistical calculations used in data reduction and in determination of QC limits;
- Preventative maintenance records for analytical and support equipment and instrumentation;
- Copies of final deliverables.

It should be noted that when final deliverables include copies of documents outlined above, then those records may be purged.

The records will be protected from environmental degradation, stored under secure conditions to discourage tampering or vandalism; and will be cross-indexed by project number, or other common identifier for easy retrieval.

2.3 Types of Reports and Documents Generated by RES

Deliverables generated by RES involve assimilating and presenting data from laboratory reports, field documents, design plans, technical documents, GIS maps, databases, permitting documents, prospectuses, regulatory agency correspondence or other sources, as applicable.

2.4 Identification and Integrity of Samples and Field Locations

The following field sampling information shall be maintained in the project records:

- Project information including the project number, project name; site or facility name and address;
- Name(s) and affiliation of individual(s) collecting samples;
- Sampling or data collection method(s) used;
- Sample description such as sample type, sample matrix, and sample treatments (preservation, filtration, etc.);
- Client or field identification number for each sample, as applicable;
- Date and time of sample collection, including date and time sample collection ended (if collecting a composite sample) and sample collection depth;



- Unambiguous identification of all field-generated quality control samples such as field or equipment blanks, replicate samples or split samples; and
- Method(s) used to make field measurement;
- Results of data collection;
- Information about site conditions including weather; and
- Ancillary records (photographs, videotapes, maps, etc.) to be traced to specific sampling events.



3.0 Sample Collection

RES staff is qualified to perform a variety of sampling, measurements, and verifications. RES staff conducts field measurements, documentation, and sample collection in accordance with FDEP SOPs. Provided in this section are RES' sampling capabilities.

3.1 Sampling Capabilities

As required by the specific project, RES will collect aqueous and non-aqueous samples. Detailed in the following tables are the typical chemical parameters tested for along with the environmental media that are sampled:

AQUEOUS MATRICES							
Parameter	SW	WW	GW	WP	TW	PW	DW
Volatile Organics	X	X	X	X	X	X	X
Extractable Organics	X	X	X	X	X	X	X
Metals	X	X	X	X	X	X	X
Inorganic Anions	X	X	X	X	X	X	X
Physical Properties	X	X	X	X	X	X	X
Radionuclides			X				
Microbiology	X	X	X	X	X	X	X
Organics	X	X	X	X	X	X	X
Biotoxicity		X	X	X	X	X	
Macroinvertebrates	X		X				
DNA	X		X				

SW = Surface Water
WW = Wastewater
GW = Groundwater
WP = Wipe

TW = Tap Water
PW = Product Water
DW = Drinking Water

NON-AQUEOUS MATRICES							
Parameter	SE	SO	SL	LH	HW	FT	SF
Volatile Organics	X	X	X	X	X		
Extractable Organics	X	X	X	X	X		
Metals	X	X	X	X	X		
Inorganic Anions	X	X	X	X	X		
Physical Properties	X	X	X	X	X		
Radionuclides		X					
Microbiology	X	X	X	X	X		
Organics	X	X	X	X	X		
Biotoxicity	X	X	X	X	X		
Macroinvertebrates		X					
DNA	X						

SE = Sediment
SO = Soil
SL = Domestic Waste Sludges
LH = Liquid Hazardous Wastes

HW = Hazardous Waste Sludges
FT = Fish Tissue
SF = Shellfish

3.2 Sampling Procedures

Field sampling, data collection, equipment calibrations and associated actions will be performed in accordance with the protocols and procedures detailed in FDEP SOPs as follows:



SAMPLING PROCEDURES	
FDEP Standard Operating Procedure	Description
Field Title Page	Title Page, Field
FA 1000	Administrative
FC 1000	Field Decontamination
FD 1000	Documentation
FM 1000	Field Mobilization
FQ 1000	Quality Control
FS 1000	General Sampling
FS 2000	General Water Sampling
FS 2100	Surface Water Sampling
FS 2200	Groundwater Sampling
FS 2300	Drinking Water Sampling
FS 2400	Wastewater Sampling
FS 3000	Soil Sampling
FS 4000	Sediment Sampling
FS 5000	Waste Sampling
FS 6000	Tissue Sampling
FS 7000	Biological Communities
FS 8100	Contaminated Surfaces Sampling
FS 8200	Clean Sampling for Trace Metals
FT 1000	Field Testing General
FT 1100	Field pH
FT 1200	Field Specific Conductance
FT 1300	Field Salinity
FT 1400	Field Temperature
FT 1500	Field Dissolved Oxygen
FT 1600	Field Turbidity
FT 1700	Field Light Penetration
FT 1800	Field Flowmeters
FT 1900	Field Continuous Monitoring
FT 2000	Field Residual Chlorine
FT 3000	Habitat Assessment
Lab Title Page	Title Page, Laboratory
LD 1000	Laboratory Documentation
LQ 1000	Laboratory Quality Control
LT 7000	Biological Indices
Bioassessment Title Page	Title Page, Bioassessment
BRN 1000	Biological Reconnaissance Field Method
LVI 1000	Lake Vegetation Index Methods
SCI 1000	Stream Condition Index Methods

It should also be noted that the FDEP has issued a memorandum outlining specific variances to the FDEP SOPs for Bureau of Petroleum Storage System (BPPS) Sites. The following is a link to that memorandum:

<https://floridadep.gov/sites/default/files/BPSSVariances-Final-May02-2005.pdf>



3.3 Field Test Methods

Provided in the following table are the test methods generally employed by RES' field technical staff during environmental sampling activities. This table itemizes the Environmental Protection Agency (EPA) Test Method number the sampling media (matrix) and associated parameter.

FIELD TEST METHODS		
Method	Matrix	Parameter
360.1	W	Dissolved Oxygen
2580B	W	ORP
150.1	W	PH
330.1	W	Residual Chlorine
2520 B	W	Salinity
120.1	W	Specific Conductance
377.1	W	Sulfite
170.1	W	Temperature
180.1	W	Turbidity
CE-81-1 P. 3-52	S	ORP
9045	S	pH
CE-81-1 P. 3-368	S	Residual Chlorine

W = Water S = Soil

3.4 Field Instrument and Equipment Inventory

The following list includes the standard field instrument and equipment owned and maintained by RES:

- Organic Vapor Analyzer
- Water Level Indicator
- Oil Water Interface Meter
- Peristaltic Pump
- Water Quality Meter
- Turbidity Meter
- Color-Tec Field Screening
- Measuring Wheel
- Hand Auger
- GPS Unit
- True-Pulse Range Finder
- Discrete Surface Water Sampler
- Quadrat
- DBH Tape
- Magnetic Manhole Lid Lifter
- Drone
- Benthic Data Kit
- Blackline Safety Monitoring Device
- Spherical Densiometer
- Groundwater Sampling Kit
- Soil Sampling Kit
- Monitoring Well Installation Kit
- Submersible Pump
- Diaphragm Pump
- Trash Pump
- Surveying Kit
- Generator
- Air Compressor
- Digital Camera
- Spotting Scope
- Burrow Camera
- Binoculars
- Go – Pro Camera
- Field Tablets
- Soil Probe
- Tree Caliper
- Sediment Core Sampler
- Color-Rech Chlorinated Gas Sampler

3.5 Field Equipment and Security

RES owns many different types of sampling equipment and keeps them in secured, limited access storage rooms.

3.6 Sample Dispatch, Handling and Transportation



3.6.1 Documentation

Field documentation will consist of, at a minimum, field notes, sample labels, and Chain of Custody forms (or sample transmittal forms). These items must contain a minimum amount of information that can be traceable back to the original sampling event. A complete discussion of the mandatory information to be completed in the field is provided in the FDEP SOPs (See list of FDEP SOPs in Section 3.2).

3.6.2 Sample Packing and Transport

Samples shall be packed such that they are segregated by site, sampling location, or by sample analysis type. Sample segregation may follow this segregation scheme or any other that is sensible and well thought out. These schemes are dependent upon the levels of contamination present, the number of bottles to be transported, the size of the bottles, etc. Sample packing and transport will be performed as detailed in the FDEP SOPs (See list of FDEP SOPs in Section 3.2).

- Volatile organic compound (VOC) samples from different locations may be placed into the same cooler to reduce the number of required trip blanks provided that the samples are wrapped or containerized (sealed plastic bags) separately.
- Samples in breakable containers shall be packed with materials (i.e. bubble wrap, cans with vermiculite) to avoid breakage.
- Shipping transport containers shall be insulated (if cooling is required).
- Shipping containers shall be sealed with strapping tape or locked to avoid tampering. Tamper-proof seals may also be placed over cooler lid.
- All samples that require thermal preservation shall be packed in thermally insulated coolers with wet ice. Only wet ice shall be used in cooling samples to 4°C. Blue ice or chemical cooling packs are not acceptable.



4.0 Field Testing and Measurement

This section addresses the procedures to conduct field measurements that are commonly associated with sampling activities. They include the parameters that are measured in-situ or in a field sample by means of direct-reading instruments (meters connected to sensing probes) or by visual interpretation/interpolation. Calibration and maintenance of field equipment will be as specified in the FDEP SOPs. In some cases, specific instruments may be used, with detailed instructions on their use. If using a different instrument, the manufacturer's instructions for assembly operation and maintenance should be followed.

4.1 Equipment Calibration

This section outlines the essential calibration and QC measures that will be followed for each field instrument. Prior to mobilization, the sampling personnel will verify that all equipment is in proper working condition, calibrated, and that batteries are properly charged. Calibration will be performed in accordance with the FDEP SOPs. In some cases, specific instruments may be used, with detailed instructions on their use. If using a different instrument, follow the manufacturer's instructions for calibration.

4.2 Source Preparation of Standards and Documentation of Standards and Procedures Used to Generate, Assess, and Document Calibrations

RES will obtain certifiable standards from a vendor when calibration standards are required. Records and documentation associated with these standards will be as documented as specified in the FDEP SOPs. Specific calibration and checks will be performed as specified in the relevant sections of the FDEP SOPs.

4.3 Maintenance of Field Equipment and Associated Documentation

Preventive maintenance activities are necessary to ensure that the equipment can be used to obtain the expected results and to avoid unusable or broken equipment while in the field. Equipment is properly maintained when the following is occurring:

- It functions as expected during mobilization; and
- It is not a source of sample contamination.

Listed below are the minimum steps taken to ensure that equipment used during sampling provides the expected results.

- Follow the manufacturer's suggested maintenance activities and document all maintenance.
- Each piece of equipment will be identified with a unique identification (such as the name of the item, if there is only one or a number if there are multiple similar items). The following information will be maintained for each piece of equipment or instrumentation: Identity (unique identifier code) and description (including software if used):
 - Manufacturer's name, model number, and serial number (if applicable);
 - Calibration checks or other tasks that demonstrate that the equipment performs as expected;
 - Manufacturer's operating and maintenance instructions;
 - Written preventive maintenance schedule that includes the activity and the frequency of each activity; and
 - Date(s) of any preventive maintenance, repairs, malfunctions, etc., and name of person(s) performing the task(s).



5.0 Review and Assessment

Data validation can be performed at many levels. The most complex and time consuming generally involves following the procedures recommended by a regulatory agency such as the EPA. However, an abbreviated or partial data validation, or data quality review can be performed by reviewing a selected subset of QC parameters.

The level of data validation required for a project is determined by the data quality objectives (DQOs) established for the project. DQOs mandate the QA/QC requirements for the project related to field and laboratory procedures. The most stringent DQOs are generally reserved for projects that involve human health and ecological risk assessments, whereas the least stringent DQOs may be required for projects that involve preliminary screening tasks. Between these extremes, DQOs should be consistent with the program objectives and use to which the data will be placed.

For any of these projects and DQOs, an appropriate level of data validation or data quality review is recommended as a cost-effective method for providing analytical data of a known level of quality. During data validation or quality review, data is evaluated to determine if the measurement or data collection process was conducted in accordance with the QA/QC requirements cited for that activity and, if appropriate, whether the analytical laboratory met the minimum acceptable performance criteria for that measurement as established by the analytical method, the DQOs and established data validation criteria.

5.1 QC Measures and Criteria

Field QC measures monitor the sampling event to ensure that the collected samples are representative of the sample source and that the field-collected data have stated limits of precision and accuracy. These efforts will be performed in accordance with the protocols and procedures detailed in the FDEP SOPs.

Field-collected blanks collected for contamination projects will demonstrate the criteria that the collected samples have not been contaminated by the following:

- The sampling environment;
- The sampling equipment;
- The sample container;
- The sampling preservatives;
- Sample transport; and
- Sample storage.

Field measurement quality controls will demonstrate the following criteria:

- The instrument was properly calibrated; and
- The instrument maintained acceptable calibration during use.

The FDEP SOP sections that address the type of control samples and the frequency of collecting these samples will be followed. All initial calibration and verification checks will meet the acceptance criteria outlined in FDEP SOPs.

5.2 Type and Frequency of Field Generated Control Samples

Field control samples will be collected to evaluate the data validity and sample collection process. Please refer to Section 3.2 for a list of FDEP SOPs to identify the applicable SOPs for the type of control samples, the frequency of collecting these samples and the sampling protocol.

5.3 Procedures to Assess Raw Data

Documentation related to sample or data collection, including field logbooks and sampling logs, may be reviewed by the validator to check items such as proper purging of groundwater monitoring wells; performance and documentation of sample preservation techniques, such as pH adjustment; documentation of location and time, and equipment used during sampling; and proper decontamination of sampling equipment between the collection of discrete samples. Other items to be reviewed by the validator may include verification of test location, species, percent cover, tree location, diameter at breast height (DBH) or condition, transect layout, etc.

Sample shipment documentation is essential to document that sample integrity was maintained throughout the sampling and analytical programs. Chain-of-custody forms, used by the field samplers to document the transfer of responsibility and stewardship for samples, are reviewed by the data validators for continuity, completeness, and accuracy. Problems noted



with these forms are carefully evaluated to assess their impact on the legal defensibility of the sample results. In some cases, significant problems with the chain-of-custody forms may indicate a need for resampling.

Most of the effort related to data validation involves reviewing the data package for compliance with QA/QC criteria. The data package generated by an analytical laboratory contains information appropriate for the level of validation to be performed, the QA/QC requirements, and the projects DQOs. For a project with the most stringent DQOs, the data package will typically contain raw data or instrument output for environmental and QC samples, and calibration standards. It will also contain copies of extraction and analysis logbook pages and summarized calibration and QC data.

The following list illustrates typical components of a laboratory data package evaluated during data validation:

- Documentation completeness;
- Holding times;
- Calibration and mass spectral instrument tuning;
- Instrument performance;
- Sample blank analyses including method, calibration, and field blanks;
- QC sample analyses including matrix spike, matrix spike duplicate, laboratory and field duplicates, laboratory control samples, and surrogate recoveries;
- Laboratory control limits and method detection limits;
- Compound identification and quantitation; and
- Laboratory corrective actions.

5.3.1 Data Reduction

Data reduction addresses data transformation operations such as converting raw data into reportable quantities and units, use of significant figures, recording of extreme values, blank corrections, etc. Data verification ensures the accuracy of data transcription and calculations, if necessary, by checking a set of computer calculations manually or in spreadsheets. Data validation ensures that QC criteria have been met.

5.3.2 Data Verification

The process of data verification requires confirmation by examination or provision of objective evidence that the requirements of these specified QC acceptance criteria are met. In design and development, verification concerns the process of examining the result of a given activity to determine conformance to the stated requirements for that activity. For example, has the data been collected according to a specified method and has the collected data been faithfully recorded and transmitted? Does the data fulfill specified data format and metadata requirements? The process of data verification effectively ensures the accuracy of data using validated methods and protocols and is often based on comparison with reference standards.

5.3.3 Data Validation

The purpose for this task is to assess the usefulness of data generated during the field activities and provide information to prepare a data validation summary report. Data validation can be conducted in the field by an independent reviewer or at the office during review of the data. Data validation should be recorded by the reviewer on the project review form.

5.4 Criteria for Initiating Corrective Action

When the source of a QC error has been identified, appropriate steps will be taken to eliminate or minimize recurrences. If a QC measure is not acceptable, testing will continue until the QC check meets specifications. Corrective actions may be initiated:

- By the individual who is operating the instrument or collected the data; or
- By an individual in oversight authority (i.e. Project Manager, Division Manager or QAO) if a solution is not immediately apparent.

The individual who identifies the problem will initiate corrective actions for QC measures.



If a verification check or initial calibration fails to meet acceptance criteria, immediately recalibrate the instrument or remove it from service. If a calibration check fails to meet acceptance criteria and it is not possible to reanalyze the sample(s) or recollect the data, the following will be conducted:

- Report all results between the last acceptable calibration check and the failed calibration check: as estimated (report the value with a "J" qualifier);
- Include a narrative description of the problem; and
- Shorten the time period between verification checks or replace/repair the instrument.

5.5 Deviation from Documented Policies and Procedures

Effective communication between all personnel is an integral part of a quality system. Planned reports provide a structure for apprising management of the project schedule, the deviations from approved QA and test plans, the impact of these deviations on data quality, and the potential uncertainties in decisions based on the data. However, if it is not appropriate to document deviations in a report, emails, memos or other records can be used to document the deviation in the project file.

If QC measures fail to meet acceptance criteria, the QC measure, and the procedures used to correct the problem will be documented. Documentation does not imply a formal memo or corrective action form. The documentation may include narratives in emails, telephone records or informal memos to the file. However, if more than one organization is involved with identifying a QC problem and the associated corrective actions, formal memos are recommended, although dated and signed phone logs and emails are acceptable. In all cases, a copy of all documentation should be maintained in the project files.

If an identified QC problem affects more than one set of data or multiple projects, the documentation associated with identifying and resolving the problem will be cross-referenced to the affected projects.

5.6 Auditing

Proper use of technical audits and assessments provides important information to management to help ensure that collected environmental data are defensible. Audits and assessments can uncover deficiencies in physical facilities, equipment, project planning, training, operating procedures, technical operations, custody procedures, documentation of QA and QC activities, as well as quality system aspects applying to more than one project. Audits and assessments will be performed before, during, and after environmental data collection to ensure that collected environmental data are defensible.

Systems audits will be conducted by company personnel in response to unacceptable or questionable QC or sample data and is a review and evaluation of the various components of the measurement and sample collection procedures to determine their proper selection and use. This audit would consist of a detailed review of each component of data collection and verification:

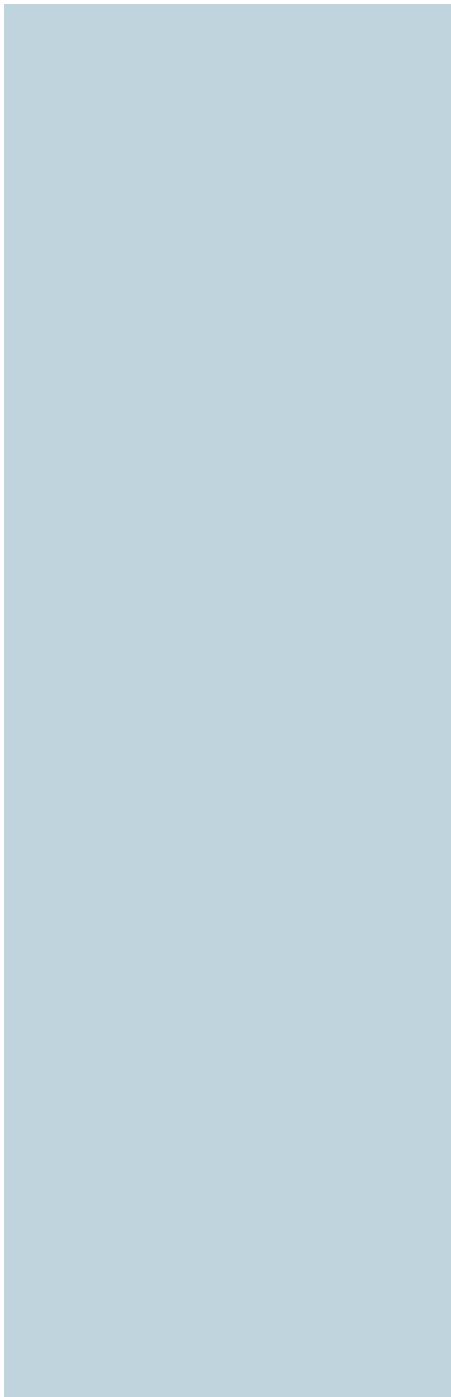
- Systems or management audits will be performed periodically by the QAO or their designee;
- A determination should be made that each element of an activity is functioning appropriately and within the guidelines of the proper methodology, the approved procedures and QA Plan; and
- A list of deficiencies that will be addressed to correct, improve, and modify the system will be generated as a result of the audit.



6.0 Client Relations

RES' project development and implementation process is intended to ensure adequate allocation of team members and project resources, including the appropriate number of staff and sufficient field equipment and supplies. During development of the scope, the Project Manager and Division Manager are engaged to review the specific needs of the project and assign the qualified staff and equipment. Qualified staff are selected based on the specific training and experience. Equipment may be rented from outside vendors as needed. It is our approach to address resource needs at the scope development phase to ensure our expectations are in line with the client. Team members review project tasks and internal deadlines prior to and during project implementation to allow time to engage additional staff and resources necessary to meet the project needs.

The assigned Project Manager serves as client liaison for the organization. The client is encouraged to provide feedback and input during the initial scoping and during implementation of the project. Client complaints received by staff are to be reported to the Project Manager, the Division Manager, and the General Manager. The appropriate level manager addresses client complaints. The manager will document the complaint, come to a resolution with the client and report to the pertinent staff to implement corrective actions.



Financial Statements

Resource Environmental Solutions, LLC and Subsidiaries

**Consolidated Financial Statements
December 31, 2024 and 2023**

Resource Environmental Solutions, LLC and Subsidiaries

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December 31, 2024 and 2023

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Report of Independent Auditors

The Board of Directors
Resource Environmental Solutions, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Resource Environmental Solutions, LLC and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, changes in members' equity and cash flows for the year ended December 31, 2024 and 2023, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

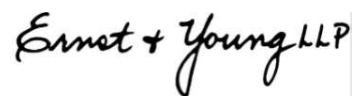
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that

includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

The signature of Ernst & Young LLP is written in a cursive, handwritten style. The text "Ernst & Young" is followed by "LLP" in a slightly different, more formal script. The signature is enclosed in a thin black rectangular border.

Houston, Texas

May 2, 2025

Resource Environmental Solutions, LLC and Subsidiaries
Consolidated Balance Sheets (in thousands)
December 31, 2024 and 2023

	12/31/2024	12/31/2023
Assets		
Current assets		
Cash and cash equivalents	\$ 29,989	\$ 23,392
Accounts receivable trade, net	62,742	64,298
Accounts receivable-affiliates	280	4
Prepaid expenses and other current assets	8,660	8,297
Current portion of contract asset	56,205	32,621
Mitigation asset	217,704	202,756
Capitalized mitigation costs	43,833	38,928
Total current assets	419,413	370,296
Property and equipment, net	32,273	36,498
Right of use assets	21,822	24,071
Restricted cash	13,040	13,169
Restricted investments	1,147	950
Long-term contract asset	47,236	54,012
Investment in land held for mitigation	42,643	55,443
Investment in unconsolidated affiliates	12,742	13,795
Intangible assets, net	112,965	134,912
Goodwill	133,591	133,591
Other assets	646	2,586
Total assets	\$ 837,518	\$ 839,323
Liabilities and Members' Equity		
Current liabilities		
Accounts payable and accrued expenses	\$ 28,963	\$ 32,105
Current portion of notes payable	4,183	1,496
Current portion of lease liability	7,411	7,596
Current portion of mitigation liability	19,374	18,723
Current portion of contract liability	38,132	37,335
Total current liabilities	98,063	97,255
Other liabilities	10,314	9,550
Line of credit	185,726	176,035
Long-term notes payable	13,451	8,621
Long-term lease liability	15,372	17,554
Long-term mitigation liability	52,213	48,086
Long-term contract liability	41,164	48,611
Total liabilities	416,303	405,712
Members' equity	408,831	419,619
Accumulated other comprehensive income (loss)	(170)	331
Noncontrolling interest	12,554	13,661
Total members' equity	421,215	433,611
Total liabilities and members' equity	\$ 837,518	\$ 839,323

Confidential Proprietary Information

Resource Environmental Solutions, LLC and Subsidiaries
Consolidated Statements of Operations (in thousands)
Years Ended December 31, 2024 and 2023

	2024	2023
Revenues		
Mitigation revenue	\$ 151,585	\$ 171,061
Construction revenue	102,392	113,627
Consulting revenue	23,675	24,267
Nursery and restoration services revenue	7,460	9,140
Commission revenue	2,659	3,087
Other revenue	2,782	2,153
Total revenues	<u>290,553</u>	<u>323,335</u>
Costs and expenses		
Cost of sales - mitigation	92,476	110,027
Cost of sales - construction	77,155	91,827
Cost of sales - consulting	14,879	15,488
Cost of sales - nursery and restoration	4,219	5,923
Selling, general and administrative expenses	68,745	83,903
Depreciation and amortization expenses	33,507	40,757
Impairment of goodwill	-	96,844
Total costs and expenses	<u>290,981</u>	<u>444,769</u>
Operating income (loss)	<u>(428)</u>	<u>(121,434)</u>
Other income (expense)		
Interest income	1,362	1,281
Interest expense	(15,972)	(16,840)
Other income	95	107
Loss on sale of assets	(577)	(555)
Gain (loss) on sale of land	976	(674)
Total other income (expense)	<u>(14,116)</u>	<u>(16,681)</u>
Net income (loss)	<u>(14,544)</u>	<u>(138,115)</u>
Less: Net income attributable to noncontrolling interest	<u>(393)</u>	<u>(2,574)</u>
Net income (loss) attributable to Resource Environmental Solutions, LLC and Subsidiaries	<u>\$ (14,937)</u>	<u>\$ (140,689)</u>
Other comprehensive income (loss):		
Change in unrealized gains (losses) on cash flow hedges	<u>(501)</u>	<u>331</u>
Total other comprehensive income (loss)	<u>(501)</u>	<u>331</u>
Comprehensive income (loss) attributable to Resource Environmental Solutions, LLC and Subsidiaries	<u>\$ (15,438)</u>	<u>\$ (140,358)</u>

Resource Environmental Solutions, LLC and Subsidiaries
Consolidated Statements of Changes in Members' Equity (in thousands)
Years Ended December 31, 2024 and 2023

	Members' Equity	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total Members' Equity
Balances at December 31, 2022	\$ 558,851	\$ -	\$ 14,137	\$ 572,988
Stock compensation	2,184	-	-	2,184
Unrealized gains on cash flow hedges	-	331	-	331
Distributions	(727)	-	(3,050)	(3,777)
Net income (loss)	(140,689)	-	2,574	(138,115)
Balances at December 31, 2023	<u>\$ 419,619</u>	<u>\$ 331</u>	<u>\$ 13,661</u>	<u>\$ 433,611</u>
Stock compensation	2,478	-	-	2,478
Unrealized gains on cash flow hedges	-	(501)	-	(501)
Contributions	2,072	-	-	2,072
Distributions	(401)	-	(1,500)	(1,901)
Net income (loss)	(14,937)	-	393	(14,544)
Balances at December 31, 2024	<u>\$ 408,831</u>	<u>\$ (170)</u>	<u>\$ 12,554</u>	<u>\$ 421,215</u>

**Resource Environmental Solutions, LLC and Subsidiaries Notes
to the Consolidated Statements of Cash Flows (in thousands)
December 31, 2024 and 2023**

	2024	2023
Cash flows from operating activities		
Net income (loss)	\$ (14,544)	\$ (138,115)
Adjustment to reconcile net income (loss) to net cash provided by (used in) operations		
Depreciation expense	6,035	5,397
Amortization of intangible asset and debt issuance costs	30,591	45,780
Stock compensation	2,478	2,184
Equity in earnings	(1,118)	(1,898)
Bad debt expense	357	462
Impairment of goodwill	-	96,844
(Gain) loss on sale of assets	(399)	1,229
(Increase) decrease in operating assets and liabilities		
Accounts receivable	2,708	(16,845)
Accounts receivable-affiliates	(276)	529
Prepaid expenses and other current assets	(363)	(2,248)
Contract asset	(16,808)	(25,181)
Mitigation asset	24,408	35,772
Capitalized mitigation costs	(21,384)	1,340
Right of use asset	(2,453)	(4,577)
Other assets	432	158
Accounts payable and accrued expenses	(3,142)	6,954
Lease liability	480	414
Mitigation liability	(20,613)	(19,644)
Contract liability	(6,650)	40,716
Other liabilities	89	(657)
Net cash provided by (used in) operating activities	(20,172)	28,614
Cash flows from investing activities		
Capital expenditures for property and equipment	(3,768)	(3,515)
Proceeds from sale of property and equipment	1,297	654
Restricted investments	(197)	(504)
Distributions from investments in unconsolidated affiliates	3,225	3,371
Contributions in investments in unconsolidated affiliates	(1,054)	(3,784)
Acquisition of land held for mitigation	(1,330)	(2,959)
Proceeds from sale of land held for mitigation	14,502	3,764
Net cash provided by (used in) investing activities	12,675	(2,973)
Cash flows from financing activities		
Distributions to minority interest holders	(1,500)	(3,050)
Distributions to members	(401)	(727)
Contributions from members	2,072	-
Debt issuance fees	-	(31)
Proceeds from line of credit	41,000	41,500
Repayments of line of credit	(32,000)	(56,000)
Proceeds from other debt obligations	17,323	-
Repayments of other debt obligations	(9,683)	(1,456)
Proceeds from financing lease obligations	1,819	3,655
Repayments of financing lease obligations	(4,665)	(5,336)
Net cash provided by (used in) financing activities	13,965	(21,445)
Net increase in cash and cash equivalents	6,468	4,196
Cash, cash equivalents, and restricted cash		
Beginning of period	36,561	32,365
End of period	\$ 43,029	\$ 36,561
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 14,926	\$ 13,255
Cash taxes paid - State	\$ 514	\$ 200
Cash taxes paid - Local	\$ 29	\$ 8

Confidential Proprietary Information

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

1. Organization and Summary of Significant Accounting Policies

Business Overview. Resource Environmental Solutions, LLC, together with its consolidated subsidiaries (the “Company”) specializes in wetland mitigation, mitigation bank management, the professional services and field operations required to service such mitigation banks and other environmental consulting and construction services focused on streams, wetlands, species habitat, storm water facilities, ponds and lakes. The Company acquires land, restores, enhances, or establishes aquatic features and protects the land in perpetuity through consultation with the United States Army Corps of Engineers and other federal and state regulatory agencies. The Company provides mitigation solutions to customers through the sale of mitigation bank credits, providing services related to permittee responsible mitigation or managed customer bank arrangements.

As of December 31, 2024, the Company is wholly owned by Potamoi Holding, LLC (“Potamoi”). On March 7, 2022, Onex Corporation (“Onex”) through its wholly owned subsidiary, Onex RES Aggregator LP, purchased a controlling ownership interest (approximately 73%) in Potamoi. On March 7, 2022, Kohlberg Kravis Roberts & Co. LP. (“KKR”) through its wholly owned subsidiary, KKR Jasmine Aggregator, LP, purchased a non-controlling ownership interest (approximately 23%) in Potamoi. Collectively the Onex and KKR purchases are referred to as “the Acquisition”. Certain previous shareholders (“Management Holdings”) rolled their ownership interest in the Company into Potamoi and account for the remaining non-controlling interest (approximately 4%) in Potamoi as of the purchase date.

As of December 31, 2024, ownership interest in the Company was held by Onex with approximately 69%, KKR with approximately 21% and other investors, including certain members of the management team with approximately 10%.

Basis of Presentation. The Company’s consolidated financial statements include all wholly owned subsidiaries and majority owned subsidiaries for which it maintains controlling interests. The consolidated financial statements also include the accounts of certain of the Company’s investments in certain joint ventures it controls and are consolidated. Investments in entities in which the Company does not have a controlling financial interest, but over which it has the ability to exert significant influence are accounted for using the equity method. The Company utilizes the cost method for investments in entities in which the Company does not have a controlling financial interest or significant influence.

All material intercompany accounts and transactions have been eliminated in consolidation. The Company maintains its accounting records and prepares its financial statements in accordance with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements include the accounts of certain affiliated companies related through common ownership and stockholders. The affiliated companies included in the consolidation are:

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

	(holding company)	RES Holdings, LP	
	(holding company)	RES Parent, Inc	
	(holding company)	RES Buyer, Inc	
	(holding company)	Potamoi Holdings, LLC	
	(parent)	Resource Environmental Solutions, LLC	
		Houston, Texas	
<i>wholly owned subsidiary of parent</i>			
HGS, LLC (DBAs: Angler Environmental; RES Environmental Operating Company)	RES Kentucky, LLC (DBA: Redwing Ecological Services; Redwing)	RES Great Lakes, LLC (DBA: Applied Ecological Restoration)	
RES Carolinas, LLC (DBA: Carolina Environmental Contracting)	RES Florida Consulting, LLC (fictitious name: E Sciences)	RES Calcasieu, LLC	
Bayou Paul Mitigation Area, LLC	Fifth Louisiana Resource, LLC	RES Carbon, LLC	
Carolina Heelsplitter Conservation, LLC	First California Resource, LLC	RES Gulf Coast, LLC (DBA: LECON)	
CBAY-VA, LLC	First Indiana Resource, LLC	RES Marsh Bayou, LLC	
Chesapeake Wetland Mitigation Bank, LLC	First Louisiana Resource, LLC	RES MBI, LLC	
Church Branch Mitigation, LLC	First Pennsylvania Resource, LLC	RES Mitigation, LLC	
Coastal Louisiana Resource, LLC	First Texas Resource, LLC	RES R-Bar Land, LLC	
Colonel Land, LLC	First West Virginia Resource, LLC	RES Texas Mitigation, LLC	
EBX-EM, LLC	Fourth Louisiana Resource, LLC	Resource Project Specific Mitigation, LLC	
EBX-GCW, LLC	GDS, LLC	Sandra Walters Consulting, LLC	
EBX-Mountain Run, LLC	Headwater Management, LLC	Second Louisiana Resource, LLC	
EBX-TAR PAM, LLC	Headwater Science, LLC	Seventh Louisiana Resource, LLC	
EBX Waccamaw, LLC	Maurepas Land Holdings, LLC	Sixth Louisiana Resource, LLC	
Ecological Restoration Services, LLC	Maurepas Land Holdings II, LLC	Talisheek, LLC	
Eighth Louisiana Resource, LLC	Mitigation Management, LLC	Third Louisiana Resource, LLC	
Environmental Banc & Exchange, LLC	RES Barataria, LLC	Third Texas Resource, LLC	
		Wisconsin Clearinghouse, LLC	
<i>owned by common stockholders of parent</i>			
EBX-Neuse I, LLC	RES-RLH West Coast II, LLC	Liberty Island Holdings II, LLC	
Wetland Banking Group of Indiana, LLC			

Definitions. In an effort to enhance the understanding of the information presented, the following definitions are provided:

- Mitigation bank – A wetland, stream, or other aquatic resource area that has been restored, established, enhanced or preserved for the purpose of providing compensation for unavoidable impacts to aquatic resources. A mitigation bank may be created when an entity acts under agreement with a regulatory agency to restore an approved property.
- Mitigation banking instrument (“MBI”) – An agreement between the entity restoring a property and the regulatory agency involved. The agreement outlays, among other terms, the plan for the restoration as well as the mitigation credits that will be awarded as a result of the plan. In a MBI, the Company is obligated to fulfill the requirements of the plan with the regulatory agency.
- Mitigation credit – A measurement of the restoration work performed on a property which is awarded by the regulatory agency. These credits can be sold to outside parties who may be required to mitigate based on their own interference with similar areas.
- Permittee responsible mitigation (“PRM”) – Under these arrangements, the Company identifies and acquires control over appropriate land, develops a permit plan sufficient to offset the client’s impacts with a regulatory agency and executes the permit plan, including design, construction, maintenance and monitoring of the project upon the client’s permit approval. In a

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

PRM, the customer is ultimately obligated to fulfill the requirements of the plan with the regulatory agency. However, in the arrangement with the customer, the Company will take on this obligation, execute the work necessary to satisfy the requirements and provide a performance bond to the customer. This work may be associated with wetland, stream, species habitat, Municipal Separate Storm Sewer System ("MS4"), or other aquatic resource mitigation or compliance services provided to customers in areas where mitigation banks are not operating or where sufficient mitigation bank credits do not exist in order to service the impacts of a project.

Use of Estimates

The preparation of financial statements in conformity with the basis of accounting described above requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Judgments and estimates are based on the Company's assumptions derived from information available at the time such judgments and estimates are made. Uncertainties with respect to such estimates and assumptions are inherent in the preparation of financial statements. Estimates are primarily used in the Company's assessment of progress on over-time contracts for revenue recognition, allocation of transaction pricing to certain service performance obligations, allowance for doubtful accounts, valuation of capitalized mitigation cost, useful lives of long-lived assets, goodwill and long-lived asset impairments, mitigation land valuation, stock compensation, and purchase price allocations.

Fair value measurements

We estimate fair value at a price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market for the asset or liability. Our valuation techniques require inputs that we categorize using a three-level hierarchy, from highest to lowest level of observable inputs, as follows: (1) significant observable inputs, including unadjusted quoted prices for identical assets or liabilities in active markets ("Level 1"), (2) significant other observable inputs, including direct or indirect market data for similar assets or liabilities in active markets or identical assets or liabilities in less active markets ("Level 2") and (3) significant unobservable inputs, including those that require considerable judgment for which there is little or no market data ("Level 3"). When a valuation requires multiple input levels, we categorize the entire fair value measurement according to the lowest level of input that is significant to the measurement even though we may have also utilized significant inputs that are more readily observable.

Income Taxes

The Company is a limited liability company that has not filed an entity classification with the Internal Revenue Service. Therefore, the Company is recognized as a partnership for Federal income tax purposes and all income of the Company flows through to the members.

Revenue from Contracts with Customers

A summary of our revenue recognition policy under ASC 606 is below:

- Mitigation Banking: The Company recognizes revenue on mitigation bank credit sales when the customer has signed a contract, the credits are available to be applied to a permit and the credits have either been applied to the customer's permit or pending customer identification of the permit the credits should be applied against. We did not identify any terms or conditions in the contracts that we considered variable consideration. Mitigation bank credit sales during 2024 and 2023 were \$45,479 and \$78,744, respectively.

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

- **Managed Banks and PRM contracts** – We have determined that our Managed Banks and PRM contracts generally include three separately identifiable performance obligations: Permitting, Design/Build Construction and Monitoring performance obligations. We have determined the scopes of work for the performance obligations were distinct elements of the contract and recognized revenue for them separately. The revenue for all three performance obligations will be recognized over time as we believe the customer receives the value of our services in all three instances as we perform the work. Our Managed Bank and PRM contracts generally include one fixed price for the delivery of all three performance obligations. We have allocated the transaction price to each performance obligation based on the estimated cost to fulfill the performance obligation plus a reasonable margin based on our history of performance or observable pricing. A description of each performance obligation and the amount of revenue recognized during 2024 and 2023, respectively follows:
 - **Permitting** – Activities include quantifying customer needed offsets, identifying potential land for customer offsets and creating a permit plan framework that can be considered by the customer and associated regulatory agencies that will ultimately approve for the potential customer's permit application, acquiring control of the land, development and documentation of a plan, and obtaining approval for the plan as designed. Revenue for permitting is recognized as work is performed utilizing a cost-to-cost measurement method and actual costs are recognized as incurred. Permitting revenue during 2024 and 2023 was \$53,774 and \$61,826, respectively.
 - **Design/Build Construction** – Activities include final design plans and all tasks specified in the mitigation plans through as-built survey. Revenue is recognized as work is performed utilizing a cost-to-cost measurement method and actual costs are recognized as incurred. Mitigation Construction revenue during 2024 and 2023 was \$44,636 and \$27,816, respectively.
 - **Monitoring Obligation** – Activities include all site maintenance following construction deemed necessary to maintain performance standards necessary to achieve the mitigation plan milestones as well as on site monitoring and report submittal as identified in the mitigation plan. Revenue is recognized as work is performed utilizing an output method based on the delivery of required monitoring reports. Monitoring revenue during 2024 and 2023 was \$7,696 and \$2,675, respectively.
- **Construction-only Services** - The Company services construction-only contracts focused on streams, wetlands, storm water facilities, ponds and lakes. Revenue is recognized over-time as work is performed utilizing a cost-to-cost measurement method and actual costs are recognized as incurred. We did not identify any terms or conditions in the contracts that are considered variable consideration under ASC 606. Construction revenue during 2024 and 2023 was \$102,392 and \$113,627, respectively.
- **Advisory Services** - Calculated at the time services are performed at the agreed upon contractual services rate per hour. We did not identify any terms or conditions in the contracts that are considered variable consideration. Revenue recorded is recognized over-time as we believe we deliver value to the customer as we perform the related services over time. Advisory consulting revenue during 2024 and 2023 was \$23,675 and \$24,267, respectively.
- **Nursery and Restoration Services** - Revenues for nursery and restoration service sales are recognized over-time as services are performed or goods are shipped at a point in time, and

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

risk of ownership has transferred to the customer. Nursery and restoration revenue during 2024 and 2023 was \$7,460 and 9,140, respectively.

Contract Assets and Liabilities

Contract assets are stated net of the allowance for credit losses, which are recorded based on historical losses as well the Company's expectation of future collections and represent a conditional right to consideration due to the satisfaction of a performance obligation or unbilled receivable, which will become unconditional upon completion of the required billing milestones. Once unconditional, these balances are recorded in accounts receivable. Retention receivables are classified as contract assets on the balance sheet. As of December 31, 2024, and 2023, the Company has a recorded allowance for credit losses of \$201 and \$183, respectively. There were no significant write-offs recorded during the current fiscal year.

Contract liabilities represent a right to consideration prior to the satisfaction of the related performance obligation and are typically recorded when we bill the customer in advance of the recognition of related revenues.

Cash and Cash Equivalents

The Company considers cash in banks and investments with an original maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated net of the allowance for credit losses, which are recorded based on historical losses as well the Company's expectation of future collections. As of December 31, 2024, and 2023, the Company has a recorded allowance for credit losses of \$1,133 and \$921, respectively. There were no significant write-offs recorded during the current fiscal year.

Inventory

Nursery plant and seed inventory are held within other current assets and valued at lower of cost or net realizable value while the produced seeds and plants are valued at a discounted, wholesale value. Any necessary lower-of-cost-or-market write-downs at year end are recorded as permanent adjustments to the basis. As of December 31, 2024, and 2023, the Company has inventory balances of \$5,076 and \$4,439, respectively.

Mitigation Asset

Upon approval of an MBI, the Company accrues a liability for the estimated remaining future direct costs to fulfill its obligation under the MBI with the regulatory agency with such costs capitalized as a Mitigation Asset. As direct costs are incurred, the mitigation liability is reduced. The liability is classified as a current liability for direct costs expected to be incurred within the next twelve months. The total cost of the Mitigation Asset for an approved MBI, which includes direct costs incurred both prior and estimated after MBI approval, represents the cost basis of all the mitigation credits, both released and unreleased, under the MBI from the regulatory agency. When credits are sold to customers, the Mitigation Assets is expensed to cost of goods sold based on the cost per mitigation credit estimated under the MBI. The Company re-assesses the liability of estimated remaining future direct costs required under the MBI, with such adjustments recorded to the Mitigation Asset or cost of goods sold proportionate to the credits sold. The Company assesses the recoverability of the Mitigation Asset by MBI and will record a reserve to reduce the carrying amount of the Mitigation Asset when it is estimated that the Company will sell credits below their cost basis. In such an event, the Company will record the Mitigation Asset at the expected net realizable value of the mitigation credits. As of December 31, 2024, and 2023 no such reserve was required.

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

Capitalized Mitigation Costs

Under an MBI, prior to regulatory approval, the Company capitalizes direct costs associated with generating mitigation credits under the plan as a Capitalized mitigation cost. Capitalized mitigation costs are evaluated for recoverability with a reserve recorded if the expected credit revenue is less than the expected total capitalized cost of the in-process mitigation asset.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on the straight-line method for financial reporting purposes over the estimated useful lives of the respective assets, ranging from 1 to 30 years.

Maintenance and repairs are charged to expense as incurred, while expenditures that substantially increase the useful lives of the assets are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the accompanying statements of income.

The Company continuously assesses whether events or changes in circumstances indicate that the carrying amount of property and equipment may not be recoverable. We assess recoverability of our long-lived assets at our asset grouping level which we have determined to be our geographic regions which are also our Goodwill reporting units. Impairment indicators of our asset groups include, but are not limited to, the nature of the asset, the future economic benefit of the asset, any historical or future profitability measures, and other external market conditions or factors that may be present.

In the fourth quarter of 2023, the Company conducted an assessment for triggering events at the reporting unit level and determined that the significant reduction in operating results for the Central reporting unit as compared to the anticipated results was a triggering event. After completing an impairment review by comparing undiscounted cash flows to the carrying value of the assets for the Central reporting unit, a determination was made that property and equipment were not impaired. No triggering events were present for the East or West reporting units. No indicators of impairment of property, plant, and equipment were identified during the year ended December 31, 2024.

Restricted Cash

As part of the regulatory instrument requirements for the mitigation banks and PRM projects of the Company, cash is held in escrow to ensure the construction, establishment and maintenance of the bank in perpetuity upon closing of the regulatory site plan. At various points in the future, pending compliance with the regulatory instrument, funds may be released from escrow. The Company has \$2,876 and \$3,178 in escrow as of December 31, 2024, and 2023, respectively, to ensure the construction and establishment of mitigation banks and PRM projects which upon attainment of regulatory instrument requirements will be released back to the Company. The Company has \$10,164 and \$9,991 in escrow as of December 31, 2024, and 2023, respectively, to ensure the maintenance of the bank and PRM projects in perpetuity which will remain in escrow for this purpose. The amount held for perpetual assurance of bank and PRM maintenance is included with other liabilities with the corresponding assets included with restricted cash and restricted investments as an asset on the consolidated balance sheets for the portion of funds allocated to this purpose.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the statement of financial position that sum to the total of the same such amounts shown in the statement of cash flows.

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

	12/31/2024	12/31/2023
Cash and cash equivalents	\$ 29,989	\$ 23,392
Restricted cash	13,040	13,169
Total cash, cash equivalents and restricted cash shown in the statement of cash flows	\$ 43,029	\$ 36,561

Investment in Land Held for Mitigation

Investment in land held for bank mitigation, PRM and Managed Banks represents land that is subject to restrictive covenants due to environmental easements that have been applied to fulfill mitigation obligations, as well as land without restrictive covenants but held for the purpose for future mitigation projects. When an environmental easement is applied to land, the land is reduced from its historical cost basis to its estimated fair value with the difference being capitalized in capitalized mitigation costs. Land not subject to restrictive covenant is recorded at historical cost and classified as property and equipment, net. For purposes of cash flow presentation, when land is purchased, an estimate of the expected adjustment to the value of the land that will occur upon a future environmental easement is calculated and classified as an operating cash outflow. The residual between the total cost of the land and estimated adjustment for an environmental easement is classified as an investing outflow. To determine the fair value of the land under easement we utilize Level 2 observable market pricing of similar assets.

Investments in Unconsolidated Affiliates

The Company held a 25% membership interest in EBX-Waccamaw, LLC as of January 1, 2022, and accounted for this investment under the equity method of accounting. Accordingly, the Company recognized its share in the net earnings or losses of the associated company as they occur within other revenue. On October 14, 2022, the Company acquired the remaining membership interest bringing total ownership to 100%. The related balances and all operating activities have been fully consolidated subsequent to the date of acquisition.

The Company holds a 10% membership interest in RLF Angleton Properties, LLC, and accounts for this investment under the cost method of accounting. Accordingly, the investment is recorded at the initial investment cost plus any additional contributions. The Company contributed \$0 during the years ended December 31, 2024, and 2023. The investment balance totaled \$690 and \$690 as of December 31, 2024, and 2023, respectively.

The Company holds a 10% membership interest and 40% of the Board of Directors in RES Aster, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net realized earnings or losses of the associated company as they occur within other revenue. The Company contributed \$769 and \$297 during the year ended December 31, 2024, and 2023, respectively. The investment balance totaled \$2,092 and \$2,384 as of December 31, 2024, and 2023, respectively.

During 2023 the Company entered into a joint venture where the Company holds a 10% membership interest and 40% of the Board of Directors in RES Aster II, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net realized earnings or losses of the associated company as they occur within other revenue. Total contributions, including initial investment, during the year ended December 31,

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

2024 and 2023 totaled \$285 and \$420, respectively. The investment balance totaled \$660 and \$414 as of December 31, 2024 and 2023, respectively.

The Company holds a 20% membership interest and 40% of the Board of Directors in RES Florida, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net earnings or losses of the associated company as they occur within other revenue. The Company contributed \$0 and \$2,804 during the year ended December 31, 2024, and 2023, respectively. The investment balance totaled \$5,665 and \$7,023 as of December 31, 2024 and 2023, respectively.

The Company holds a 20% membership interest and 40% of the Board of Directors in RES-RLH West Coast Management, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net earnings or losses of the associated company as they occur within other revenue. The Company contributed \$0 and \$263 during the year ended December 31, 2024 and 2023, respectively. The investment balance totaled \$3,616 and \$3,284 as of December 31, 2024 and 2023, respectively.

Intangible Assets

The Company has intangible assets associated with customer relationships which is subject to amortization. The value of the customer relationships is estimated as of the date a business is acquired based upon the value-in-use concept. The analysis utilized the multi-period excess earnings methodology income approach which consists of discounting to present value the projected cash flows attributable to the Company's service offerings taking into account growth and attrition patterns.

The Company has intangible assets associated with trade names which are subject to amortization. The value of the trade names are estimated as of the date a business is acquired based upon the value-in-use concept. The analysis utilized the relief from royalty income approach which consists of discounting to present value the hypothetical royalty payments the Company would be willing to pay to enjoy the benefits of the assets.

The Company amortizes intangible assets based upon the estimated consumption of economic benefits of each intangible asset or liability. Intangible assets subject to amortization are reviewed for impairment and are tested for recoverability whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss would be recognized if the carrying amount of an intangible asset is not recoverable and its carrying amount exceeds its fair value. No such impairments were recognized as of December 31, 2024, or 2023.

Goodwill

Goodwill represents cost in excess of fair value of net identifiable assets acquired in business combinations. Goodwill is accounted for under ASC 350 Intangibles – Goodwill and Other.

The Company is required to test Goodwill for impairment at the reporting unit level annually on October 1 of each year. In accordance with ASC 350 the Company can elect to perform a qualitative assessment to test goodwill for impairment to determine whether it is more likely than not that an impairment has occurred or directly perform a quantitative assessment of its reporting units. In the absence of sufficient qualitative factors, the Company will compare the fair value of a reporting unit to the carrying value, including goodwill. If the fair value exceeds carrying value, the goodwill of the reporting unit is not considered impaired. If the carrying value exceeds fair value, an impairment charge is recognized for the excess.

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

As of January 1, 2022, the Company adopted Accounting Standards Update (ASU) 2021-03, "Accounting Alternative for Evaluating Triggering Events". The ASU allows private companies and not-for-profit organizations to use a simplified approach in assessing whether a triggering event has occurred that requires goodwill to be tested for impairment. Under the new alternative, entities are not required to calculate the fair value of all reporting units to determine if a triggering event has occurred. Instead, entities may use qualitative factors to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. The Company has elected under the standard to only assess triggering events for its reporting units at the end of each reporting period. The financial statements were not affected by the adoption of ASU 2021-03.

At the 2023 period end, the Company conducted an assessment for triggering events at the reporting unit level and determined that the significant reduction in operating results for the Central reporting unit as compared to the anticipated results was a triggering event. No triggering events were present for the East or West reporting units.

Fair value was estimated by weighting the results from the income approach and the market approach. These valuation approaches consider a number of factors that include, but are not limited to, prospective free cash flows, growth rates, residual value, discount rates, and comparable multiples from recent merger and acquisition transactions of companies in our industry and require the use of certain assumptions and estimates regarding industry economic factors and future profitability.

After completing the annual impairment review for the Central reporting unit during the fourth quarter of 2023, a determination was made that goodwill was impaired. An impairment of goodwill of \$96,844 is included in the Consolidated Statements of Operations.

At the 2024 period end, the Company conducted a qualitative assessment for triggering events at the reporting unit level and determined that no triggering events were present for the East or West reporting units.

Our reporting units are geographically based and defined as follows: East (Northeast, Mid-Atlantic and Southeast), Central (Gulf Coast and Midwest) and West (West Coast).

	1/1/2023 Goodwill Balance	Less: Goodwill Impairment	12/31/2023 Goodwill Balance	Plus: Acquisition	12/31/2024 Goodwill Balance
East	\$ 104,393	\$ -	\$ 104,393	\$ -	\$ 104,393
Central	96,844	(96,844)	-	-	-
West	29,198	-	29,198	-	29,198
	<u>\$ 230,435</u>	<u>\$ (96,844)</u>	<u>\$ 133,591</u>	<u>\$ -</u>	<u>\$ 133,591</u>

Equity Compensation

The Company accounts for certain equity-based compensation plans under ASC 718 *Compensation – Stock Compensation*. These incentive plans represent equity awards in Potamoi Holdings LLC; however, the cost of the plan incentives have been pushed down to Resource Environmental Solutions, LLC and is recorded on their books. In 2023, these incentive plans represent awards in RES Holdings, LP; however, the cost of the plan incentives have been pushed down to Resource Environmental Solutions, LLC and is recorded on their books. The compensation plans are valued within a Black-Scholes based option pricing method framework considering attributes of each class of equity. Compensation expense during 2024 and 2023 was \$2,478 and \$2,184, respectively.

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

Leases

The Company leases certain facilities, vehicles, and equipment. The Company determines if an arrangement contains a lease at contract inception and recognizes ROU assets and lease liabilities for leases with terms greater than twelve months. Leases with an initial term of twelve months or less are accounted for as short-term leases and are not recognized in the balance sheet. Operating fixed lease expenses and finance lease amortization expense are recognized on a straight-line basis over the lease term. Variable lease payments which cannot be determined at the lease commencement date, such as reimbursement of lessor expenses were not included in the ROU assets or lease liabilities.

The Company elected the practical expedient that allows the Company to carry forward the historical lease classifications. For all new and modified leases entered into after the adoption of ASC 842, the Company reassesses the lease classification and lease term on the effective date of modification. Lease term includes renewal periods if the Company is reasonably certain to exercise any renewal options per the lease contract. The Company's leases do not contain any material residual value guarantees or restrictive covenants. The Company also applied certain optional practical expedients permitted under the transition guidance within the new standard, which among other things, allowed the carryforward of historical lease classification as well as additional practical expedients related to hindsight, short term lease leases, risk free rate, and non-lease components. The Company also elected the package of practical expedients.

The Company estimates the incremental borrowing rates based on prevailing financial market conditions, comparable companies and credit analysis and management judgments to determine the present value of its lease payments.

2. Property and Equipment

Property and equipment consist of the following at December 31, 2024 and 2023, respectively:

	Estimated Useful Lives	12/31/2024	12/31/2023
Furniture and equipment	1 - 10	\$ 39,817	\$ 39,738
Buildings and improvements	15 - 30	1,978	1,978
Leasehold improvements	5 - 10	4,242	3,111
Construction in progress		289	213
		<u>46,326</u>	<u>45,040</u>
Less: Accumulated depreciation and amortization		(14,053)	(8,542)
Property and equipment, net		<u>\$ 32,273</u>	<u>\$ 36,498</u>

Depreciation expense during 2024 and 2023 was \$6,035 and \$5,397, respectively.

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

3. Intangible Assets

Customer relationships and trade name assets are amortized utilizing an accelerated method based upon the assumed usage. The carrying value of the intangible assets are as follows:

	Weighted Average Useful Life as of 12/31/2024	Original Value	Accumulated Amortization	Carrying Amount 12/31/2024	Carrying Amount 12/31/2023
Customer relationships	4.4	\$ 167,600	\$ (75,067)	\$ 92,533	\$ 112,238
Trade name	5.8	26,800	(6,368)	20,432	22,674
		<u>\$ 194,400</u>	<u>\$ (81,435)</u>	<u>\$ 112,965</u>	<u>\$ 134,912</u>
		1/1/2024 - 12/31/2024	1/1/2023 - 12/31/2023		
Amortization Expense					
Customer relationships		\$ 19,704	\$ 26,721		
Trade name		2,242	2,270		
		<u>\$ 21,946</u>	<u>\$ 28,991</u>		

Future estimated amortization expense related to identifiable intangible assets as of December 31, 2024 is as follows:

Years Ending	Amortization Expense
2025	\$ 18,743
2026	15,840
2027	14,739
2028	13,241
2029	11,244
Thereafter	39,158
	<u>\$ 112,965</u>

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

4. Related Party Transactions

As a result of certain payments made by the Company on behalf of related parties, the Company has \$280 and \$4 in accounts receivable - affiliates from a related party as of December 31, 2024 and 2023, respectively. These payments are associated with normal business expenses of the unconsolidated affiliates for which the Company incurs capital and operating expenses on behalf of and are unsecured, non-interest bearing, with no set terms of repayment. The total of these payments during 2024 and 2023 were \$1,669 and \$674, respectively. Included in the normal operating business expenses are rental payments to an entity that is partially owned by employees of the Company. Total related party rent expense during 2024 and 2023 were \$290 and \$370, respectively.

5. Concentration of Credit Risk

The Company periodically maintains cash in bank accounts in excess of federally insured limits. The Company has not experienced any losses and does not believe that significant credit risk exists as a result of this practice.

The Company had zero customers whose contractual revenue earned was in excess of 10% of gross revenue for the year ended December 31, 2024, and one customer whose contractual revenue earned was 11.3% of total gross revenue for the year ended December 31, 2023. Revenue is derived from operations predominately within the United States of America for the years ended December 31, 2024, and 2023. Receivables from one customer represented 13.7% of total accounts receivable – trade as of December 31, 2024 and one customer represented 13.0% of total accounts receivable – trade as of December 31, 2023.

6. Debt and Notes Payable

A summary of debt at December 31, 2024 and 2023, respectively is as follows:

	12/31/2024	12/31/2023
Line of credit	\$ 187,536	\$ 178,536
Notes payable	17,796	10,325
Less: Capitalized debt issuance costs	(1,972)	(2,709)
Total debt	203,360	186,152
Less: Current maturities of total debt	(4,183)	(1,496)
Long-term debt	<u>\$ 199,177</u>	<u>\$ 184,656</u>

The Company entered into a line of credit agreement on July 22, 2016, under the agreement at that time the Company had available a \$80,000 line of credit with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin. The revolving line of credit is secured by certain real estate, certain mitigation contracts, eligible credits and pledge of the membership interests of the Company.

The Company amended and restated its existing line of credit agreement on December 21, 2018; under the amended agreement the Company's line of credit available was \$150,000 with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin.

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

The Company amended and restated its existing line of credit agreement on December 19, 2019; under the amended agreement the Company's line of credit available was \$150,000 with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin. In addition, the amendment revised certain debt covenants, including the required EBITDA ratio, as disclosed below.

The Company amended and restated its existing line of credit agreement on July 28, 2021; under the amended agreement the Company's line of credit available was \$200,000 with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin. In addition, the amendment provided details regarding a future benchmark replacement from LIBOR to SOFR (Secured Overnight Financing Rate).

The Company amended and restated its existing line of credit agreement on July 15, 2022; under the amended agreement the Company's line of credit available was \$300,000 with a floating interest rate option to borrow under SOFR plus a margin or ABR plus a margin. The amendment resulting in the extinguishment of \$162,000 of the line of credit resulting in a loss of \$176 on the extinguishment.

The weighted average interest rates during 2024 and 2023 were 8.38% and 7.99%, respectively. The Company had \$112,219 and \$121,381 of borrowing capacity available under line of credit as of December 31, 2024, and 2023. The amended line of credit matures July 15, 2027.

The Company has capitalized loan origination fees in connection with the revolving facility which are subject to amortization through July 2027. These capitalized loan fees are presented as a reduction in the line of credit balance on the balance sheet for \$1,809 and \$2,709 as of December 31, 2024, and 2023, respectively.

The line of credit agreement contains certain financial covenants and provides for borrowings under the line of credit based on the Company's borrowing base. These covenants include (a) an indebtedness to EBITDA ratio, which is only tested if availability under the line of credit is less than \$50 million, of no higher than 4.50 through December 31, 2023 and reducing to 4.00 January 1, 2024 and (b) a fixed charge coverage ratio no lower than 1.25. The Company was in compliance with all covenants as of December 31, 2024 and 2023.

Certain of the Company's customers require letters of credit to guarantee performance under its contracts. Such letters of credit are issued by a bank and commits the issuer to pay specified amounts to the holder of the letter of credit if the holder demonstrates that the Company has failed to perform actions as contractually obligated. The Company does not believe that it is likely that any material claims would be made under a letter of credit in the foreseeable future. As of December 31, 2024 and 2023, the Company had outstanding letters of credit for \$308 and \$92, respectively, which is secured by amounts held in cash and cash equivalents as of December 31, 2024 and 2023, respectively.

During 2022 the Company incurred a note payable in connection with the acquisition of land for RES R Bar Land, LLC for \$8,995. The note is secured by a mortgage on the property and accrued interest at a rate of 5.0% payable in arrears every six months. As of December 31, 2024 and 2023, the note was payable in the amount of \$0 and \$7,912, respectively, and included in Notes Payable in the table above.

RES-RLH West Coast II, LLC entered into a credit agreement on April 18, 2022 that has a \$2,250 term loan and \$2,150 available revolving note. The credit facility is secured by RES MBI, LLC and RES-RLH West Coast II, neither of which are guarantors under the Resource Environmental

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2024 and 2023

Solutions, LLC credit facility. The term loan accrues interest at a rate of 4.75% payable quarterly and matures on April 18, 2027. The revolving note accrues interest at a rate of 4.75% payable quarterly and matures on April 18, 2027. As of December 31, 2024 and 2023, the term loan was payable in the amount of \$1,688 and \$1,912, respectively. As of December 31, 2024 and 2023, the revolving note had \$36 and \$36 amount drawn and outstanding, respectively. The Company has capitalized loan origination fees of \$230 in connection with these notes payable which are subject to amortization through April 2027, respectively. These capitalized loan fees are presented as a reduction in the line of credit balance on the balance sheet for \$161 and \$208 as of December 31, 2024 and 2023, respectively. Subsequent to December 31, 2024, the term loan was paid in full on May 2, 2025.

On November 22, 2024 Environmental Bank & Exchange, LLC (EBX) incurred a note payable for \$14,742. The note is secured by certain mitigation assets of EBX and accrues interest at a rate of 11.95% with interest and principal payable quarterly. As of December 31, 2024, the note was payable in the amount of \$13,527 and included in Notes Payable in the table above.

Contractual maturities

Contractual maturities on debt are as follows:

December 31,	Debt
2025	\$ 4,183
2026	3,848
2027	192,704
2028	3,773
2029	225
thereafter	599
	<u>\$ 205,332</u>

Derivatives

The Company entered into interest rate swap agreements with a total original notional amount of \$100,000 with an effective date of December 29, 2023 and expiring December 2025. During 2024 the Company entered into additional interest rate swap agreements with a total original notional amount of \$100,000 with an effective date of December 31, 2025 and expiring December 2026. The interest rate swap agreements are designed to provide predictability against changes in the interest rates on the Company's debt, as the interest rate swap agreements convert a portion of the variable interest rate on the Company's debt to a fixed rate. The transaction is a zero-cost collar interest rate swap.

The transaction is considered an effective cash flow hedge on the notional \$100,000 intended to mitigate the interest rate risk on the Company line of credit. The collar for the swap effective during 2024 and 2025 is set between 3.66% and 4.67% on the published SOFR and reset quarterly. The collar for the swap effective in 2026 is set between 3.33% and 3.99% on the published SOFR and reset quarterly. Observable inputs of interest rate yields are relied upon to value the interest rate swap. Where inputs can be observed in a liquid market and no significant judgment is required, such derivatives are typically classified as Level 2 of the fair value hierarchy. At December 31, 2024 and 2023, the effective portion of the cash flow hedges is included on the consolidated balance sheets in accumulated other comprehensive income.

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

For derivative instruments that qualify for hedge accounting treatment, the fair value is recognized on the Company's consolidated balance sheets as derivative assets or liabilities with offsetting changes in fair value, to the extent effective, recognized in accumulated other comprehensive income (loss) until reclassified into earnings when the related transaction occurs. The portion of a cash flow hedge that does not offset the change in the fair value of the transaction being hedged, which is commonly referred to as the ineffective portion, is immediately recognized in earnings. No portion of the cash flow hedge was ineffective during the year ended December 31, 2024 or 2023.

The fair value of the interest rate swap agreements is included in other assets on the consolidated balance sheets as follows:

	12/31/2024			
	Markets for Identical Assets (Level 1)	Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
Interest rate swap	\$ -	\$ (170)	\$ -	\$ (170)
Total assets measure at fair value	<u>\$ -</u>	<u>\$ (170)</u>	<u>\$ -</u>	<u>\$ (170)</u>

	12/31/2023			
	Identical	Inputs	Inputs	Total
Interest rate swap	\$ -	\$ 331	\$ -	\$ 331
Total assets measure at fair value	<u>\$ -</u>	<u>\$ 331</u>	<u>\$ -</u>	<u>\$ 331</u>

7. Lease Obligations

The amounts of the lease obligations are based on the discounted present value of future minimum lease payments, and therefore do not reflect future cash lease payments. Amounts due within one year equal the amount by which the capital lease obligations are expected to be reduced during the next 12 months.

The Company had leasing arrangements primarily for office buildings, vehicles, and equipment with corresponding assets and liabilities as follows:

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

	12/31/2024		12/31/2023	
	Finance Leases	Operating Leases	Finance Leases	Operating Leases
Right of Use Assets				
Net property, plant & equipment	\$ 11,641	\$ -	\$ 14,742	\$ -
Other assets	-	10,181	-	9,329
	<u>\$ 11,641</u>	<u>\$ 10,181</u>	<u>\$ 14,742</u>	<u>\$ 9,329</u>
Lease Liabilities				
Short-Term Lease Liability	\$ 4,208	\$ 3,203	\$ 4,599	\$ 2,997
Long-Term Lease Liability	8,209	7,163	10,793	6,761
	<u>\$ 12,417</u>	<u>\$ 10,366</u>	<u>\$ 15,392</u>	<u>\$ 9,758</u>

The weighted average remaining lease terms and discount rates are as follows:

	12/31/2024	12/31/2023
Weighted average lease terms (months):		
Operating leases	3.91	4.49
Finance leases	3.57	3.93
Weighted average discount rate:		
Operating leases	4.08%	4.18%
Finance leases	5.47%	5.11%

Contractual maturities

Contractual maturities on lease obligations are as follows:

	Finance	Operating
December 31,		
2025	\$ 4,208	\$ 3,203
2026	3,383	2,609
2027	1,993	2,315
2028	1,469	1,741
2029	1,106	498
thereafter	258	-
	<u>\$ 12,417</u>	<u>\$ 10,366</u>

Interest expense incurred during 2024 and 2023 was \$15,972 and \$16,840, respectively. Rent expense during 2024 and 2023 was \$4,690 and \$4,629, respectively. Amortization expense for finance leases during 2024 and 2023 was \$4,786 and \$5,663, respectively.

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

8. Commitments and Contingencies

The Company is committed to certain expenditures in future years on mitigated land in which a mitigation bank has been approved. These obligations are shown on the consolidated balance sheet as current and long-term mitigation liability and totaled \$71,587 and \$66,808 as of December 31, 2024 and 2023, respectively.

The Company is also generally required to maintain the mitigated properties in perpetuity. As a result, a portion of each credit sold is set aside for this purpose and discussed further in Note 1 “Restricted Cash” and “Restricted investments”.

Litigation

The Company may be subject to claims and litigation arising in the normal course of its business. The Company is not aware of any claims or proceedings and believes that any potential claims proceedings arising in the normal course of its business will not have a material, adverse effect on its financial position, results of operations or cash flows.

9. Incentive Stock

In connection with the Acquisition, various classes of interests in RES Holdings, LP were established including common units (Class A and Class A-II), Class B Matching Units and Class B Incentive Units. Class A unit holders have sole ability to elect members of the board of Potamoi. Holders of the Class B units have a fractional part of the interest in the profits, losses and distributions of Potamoi. Onex and KKR are the holders of Class A units and certain current and former members of management are holders of Class A-II and Class B units.

The Class B unit holders do not have rights to the Company's assets on the grant date but rather, vest in five tranches based on time. Class B unit holders at the date of grant were members of the Company's management team. The grant date fair value of the Class B unit time vested tranches were \$11,034 and \$8,015 as of December 31, 2024 and 2023, respectively. Of these amounts \$2,478 and \$2,184 were recognized as compensation expense in 2024 and 2023, respectively.

Granted, issued and outstanding stock as of the years ended December 31, 2024 and 2023 are as follows:

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2024 and 2023

	1/1/2024 - 12/31/2024	1/1/2023 - 12/31/2023
Outstanding Incentive Stock		
Matching units outstanding beginning of period	301,308	-
Matching units granted	51,200	301,308
Matching units forfeited	(28,700)	-
Matching units outstanding end of period	323,808	301,308
 Incentive units outstanding beginning of period	-	-
Incentive units granted	739,013	-
Incentive units forfeited	(3,500)	-
Incentive units outstanding end of period	735,513	-

The Company used a non-controlling, non-marketable Black-Scholes based option pricing method to estimate the grant date fair value of the units. The assumptions used in the valuation represent Level 3 inputs as defined by ASC 820. The following assumptions were applied in determining the fair value of the grants:

	1/1/2024 - 12/31/2024	1/1/2023 - 12/31/2023
Assumptions		
Risk-free interest rate	4.5%	4.6%
Time to expiration	3.1%	4.0%
Expected volatility	50.0%	55.0%
Marketability discount - time vested portion	19.0%	23.0%
 Issues and conversions		
Matching units issued	51,200	301,308
Incentive units issued	739,013	-

10. Subsequent Events

Management has evaluated subsequent events through May 2, 2025, the date the consolidated financial statements were available for issuance and determined no events that require disclosure.

Resource Environmental Solutions, LLC and Subsidiaries

**Consolidated Financial Statements
December 31, 2023 and 2022**

Resource Environmental Solutions, LLC and Subsidiaries

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December 31, 2023 and 2022

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Report of Independent Auditors

The Board of Directors
Resource Environmental Solutions, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Resource Environmental Solutions, LLC and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022 (Successor), and the related consolidated statements of operations, changes in members' equity and cash flows for the year ended December 31, 2023, and the periods March 8, 2022 to December 31, 2022 (Successor) and January 1, 2022 to March 7, 2022 (Predecessor), and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022 (Successor), and the results of its operations and its cash flows for the year ended December 31, 2023, and the periods March 8, 2022 to December 31, 2022 (Successor) and January 1, 2022 to March 7, 2022 (Predecessor) in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

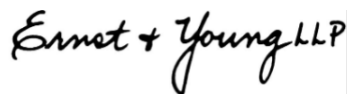
Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Houston, Texas

May 2, 2024

Resource Environmental Solutions, LLC and Subsidiaries
Consolidated Balance Sheets (in thousands)
December 31, 2023 and 2022

	12/31/2023	12/31/2022
Assets		
Current assets		
Cash and cash equivalents	\$ 23,392	\$ 17,276
Accounts receivable-trade, net	64,298	49,544
Accounts receivable-affiliates	4	533
Prepaid expenses and other current assets	8,297	6,051
Current portion of contract asset	32,621	20,739
Mitigation asset	202,756	207,535
Capitalized mitigation costs	38,928	50,521
Total current assets	370,296	352,199
Long-term accounts receivable-trade, net	1,629	-
Property and equipment, net	36,498	39,588
Right of use assets	24,071	25,156
Restricted cash	13,169	15,089
Restricted investments	950	446
Long-term contract asset	54,012	40,713
Investment in land held for mitigation	55,443	61,124
Investment in unconsolidated affiliates	13,795	11,483
Intangible assets, net	134,912	163,903
Goodwill	133,591	230,435
Other assets	957	784
Total assets	\$ 839,323	\$ 940,920
Liabilities and Members' Equity		
Current liabilities		
Accounts payable and accrued expenses	\$ 32,105	\$ 24,910
Current portion of notes payable	1,496	1,471
Current portion of lease liability	7,596	7,572
Current portion of mitigation liability	18,723	27,181
Current portion of contract liability	37,335	9,325
Total current liabilities	97,255	70,459
Other liabilities	9,550	10,206
Line of credit	176,035	189,824
Long-term notes payable	8,621	10,381
Long-term lease liability	17,554	18,843
Long-term mitigation liability	48,086	32,314
Long-term contract liability	48,611	35,905
Total liabilities	405,712	367,932
Members' equity	419,619	558,851
Accumulated other comprehensive income	331	-
Noncontrolling interest	13,661	14,137
Total members' equity	433,611	572,988
Total liabilities and members' equity	\$ 839,323	\$ 940,920

Resource Environmental Solutions, LLC and Subsidiaries
Consolidated Statements of Operations (in thousands)
Years Ended December 31, 2023 and 2022

	1/1/2023 - 12/31/2023	3/8/2022 - 12/31/2022 (Successor)	1/1/2022 - 3/7/2022 (Predecessor)
Revenues			
Mitigation revenue	\$ 171,061	\$ 103,140	\$ 22,533
Construction revenue	113,627	81,477	11,251
Consulting revenue	24,267	22,859	3,696
Nursery and restoration services revenue	9,140	8,102	630
Commission revenue	3,087	4,176	394
Other revenue	2,153	1,877	45
Total revenues	323,335	221,631	38,549
Costs and expenses			
Cost of sales - mitigation	110,027	61,100	10,930
Cost of sales - construction	91,827	63,738	9,053
Cost of sales - consulting	15,488	12,676	2,057
Cost of sales - nursery and restoration	5,923	5,213	417
Selling, general and administrative expenses	83,903	60,244	46,062
Depreciation and amortization expenses	40,757	37,720	3,339
Impairment of goodwill	96,844	-	-
Total costs and expenses	444,769	240,691	71,858
Operating income (loss)	(121,434)	(19,060)	(33,309)
Other income (expense)			
Interest income	1,281	3	-
Interest expense	(16,840)	(8,238)	(870)
Other income	107	102	7
(Loss) Gain on sale of assets	(555)	167	(46)
Loss on sale of land	(674)	(97)	-
Total other income (expense)	(16,681)	(8,063)	(909)
Net income (loss)	(138,115)	(27,123)	(34,218)
Less: Net income attributable to noncontrolling interest	(2,574)	(1,489)	(86)
Net income (loss) attributable to Resource Environmental Solutions, LLC and Subsidiaries	\$ (140,689)	\$ (28,612)	\$ (34,304)
Other comprehensive income:			
Change in unrealized gains on cash flow hedges	331	-	-
Total other comprehensive income	331	-	-
Comprehensive income (loss) attributable to Resource Environmental Solutions, LLC and Subsidiaries	\$ (140,358)	\$ (28,612)	\$ (34,304)

Resource Environmental Solutions, LLC and Subsidiaries
Consolidated Statements of Changes in Members' Equity (in thousands)
Years Ended December 31, 2023 and 2022

	Members' Equity	Accumulated Other Comprehensive Income	Noncontrolling Interest	Total Members' Equity
(Predecessor)				
Balances at December 31, 2021	\$ 293,172	\$ -	\$ 8,711	\$ 301,883
Cumulative adjustment ASC 842 Adoption	(710)	-	-	(710)
Stock compensation	17,022	-	-	17,022
Contributions	38,808	-	-	38,808
Distributions	(19,584)	-	-	(19,584)
Net income (loss)	(34,304)	-	86	(34,218)
Balances at March 7, 2022	<u>\$ 294,404</u>	<u>\$ -</u>	<u>\$ 8,797</u>	<u>\$ 303,201</u>
(Successor)				
Members' equity resulting from push-down	\$ 582,186	\$ -	\$ 14,335	\$ 596,521
Contributions	5,278	-	28	5,306
Distributions	(1)	-	(1,715)	(1,716)
Net income (loss)	(28,612)	-	1,489	(27,123)
Balances at December 31, 2022	<u>\$ 558,851</u>	<u>\$ -</u>	<u>\$ 14,137</u>	<u>\$ 572,988</u>
Stock compensation	2,184	-	-	2,184
Unrealized gains on cash flow hedges	-	331	-	331
Distributions	(727)	-	(3,050)	(3,777)
Net income (loss)	(140,689)	-	2,574	(138,115)
Balances at December 31, 2023	<u>\$ 419,619</u>	<u>\$ 331</u>	<u>\$ 13,661</u>	<u>\$ 433,611</u>

Resource Environmental Solutions, LLC and Subsidiaries
Notes to the Consolidated Statements (in thousands)
December 31, 2023 and 2022

	1/1/2023 - 12/31/2023	3/8/2022 - 12/31/2022 (Successor)	1/1/2022 - 3/7/2022 (Predecessor)
Cash flows from operating activities			
Net income (loss)	\$ (138,115)	\$ (27,123)	\$ (34,218)
Adjustment to reconcile net income (loss) to net cash provided by (used in) operations			
Depreciation expense	5,397	3,150	1,134
Amortization of intangible asset and debt issuance costs	45,780	37,934	2,183
Earnout adjustment	-	-	20
Stock compensation	2,184	-	17,022
Equity in earnings	(1,898)	(1,687)	(7)
Bad debt expense	462	643	14
Impairment of goodwill	96,844	-	-
(Gain) loss on sale of assets	1,229	251	175
(Increase) decrease in operating assets and liabilities			
Accounts receivable	(16,845)	(16,831)	19,401
Accounts receivable-affiliates	529	(206)	204
Prepaid expenses and other current assets	(2,248)	830	(200)
Contract asset	(25,181)	(12,864)	2,488
Mitigation asset	35,772	26,753	(8,059)
Capitalized mitigation costs	1,340	(12,979)	(12,890)
Right of use asset	(4,577)	(16,856)	(2,316)
Other assets	158	(77)	(1)
Accounts payable and accrued expenses	6,954	(2,643)	540
Lease liability	414	7,611	1,116
Mitigation liability	(19,644)	(40,494)	9,455
Contract liability	40,716	6,744	(3,450)
Other liabilities	(657)	(750)	105
Net cash provided by (used in) operating activities	28,614	(48,594)	(7,284)
Cash flows from investing activities			
Capital expenditures for property and equipment	(3,515)	(6,803)	(1,494)
Proceeds from sale of property and equipment	654	209	-
Restricted investments	(504)	(155)	-
Distributions from investments in unconsolidated affiliates	3,371	1,555	-
Contributions in investments in unconsolidated affiliates	(3,784)	(1,793)	-
Acquisition, net of cash acquired	-	(1,115)	(7,803)
Acquisition of land held for mitigation	(2,959)	(4,484)	-
Proceeds from sale of land held for mitigation	3,764	801	-
Net cash provided by (used in) investing activities	(2,973)	(11,785)	(9,297)
Cash flows from financing activities			
Distributions to minority interest holders	(3,050)	(1,715)	-
Distributions to members	(727)	(1)	(19,584)
Contributions from members	-	5,306	38,808
Debt issuance fees	(31)	(2,986)	-
Proceeds from line of credit	41,500	72,000	23,000
Repayments of line of credit	(56,000)	(16,000)	(26,000)
Proceeds from other debt obligations	-	2,230	8,995
Repayments of other debt obligations	(1,456)	(607)	-
Proceeds from financing lease obligations	3,655	9,097	853
Repayments of financing lease obligations	(5,336)	(3,365)	(596)
Net cash provided by (used in) financing activities	(21,445)	63,959	25,476
Net increase in cash and cash equivalents	4,196	3,580	8,895
Cash, cash equivalents, and restricted cash			
Beginning of period	32,365	28,785	19,890
End of period	\$ 36,561	\$ 32,365	\$ 28,785
Supplemental disclosure of cash flow information			
Cash paid for interest	\$ 13,255	\$ 8,397	\$ 818
Cash taxes paid - State	\$ 200	\$ -	\$ -
Cash taxes paid - Local	\$ 8	\$ -	\$ -

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2023 and 2022

1. Organization and Summary of Significant Accounting Policies

Business Overview. Resource Environmental Solutions, LLC, together with its consolidated subsidiaries (the “Company”) specializes in wetland mitigation, mitigation bank management, the professional services and field operations required to service such mitigation banks and other environmental consulting and construction services focused on streams, wetlands, species habitat, storm water facilities, ponds and lakes. The Company acquires land, restores, enhances, or establishes aquatic features and protects the land in perpetuity through consultation with the United States Army Corps of Engineers and other federal and state regulatory agencies. The Company provides mitigation solutions to customers through the sale of mitigation bank credits, providing services related to permittee responsible mitigation or managed customer bank arrangements.

As of December 31, 2023, the Company is wholly owned by Potamoi Holding, LLC (“Potamoi”). On March 7, 2022, Onex Corporation (“Onex”) through its wholly owned subsidiary, Onex RES Aggregator LP, purchased a controlling ownership interest (approximately 73%) in Potamoi. On March 7, 2022, Kohlberg Kravis Roberts & Co. LP. (“KKR”) through its wholly owned subsidiary, KKR Jasmine Aggregator, LP, purchased a non-controlling ownership interest (approximately 23%) in Potamoi. Collectively the Onex and KKR purchases are referred to as “the Acquisition”. Certain previous shareholders (“Management Holdings”) rolled their ownership interest in the Company into Potamoi and account for the remaining non-controlling interest (approximately 4%) in Potamoi as of the purchase date.

After March 7, 2022, certain new employee shareholders purchased ownership interest that totaled \$5,305. As of December 31, 2023, ownership interest in the Company was held by Onex with approximately 73%, KKR with approximately 22% and other investors, including certain members of the management team with approximately 5%.

Basis of Presentation. For the period January 1, 2022 through March 7, 2022, (“Predecessor Period”) the Company is referred to as the Predecessor. For the period March 8, 2022 through December 31, 2022, (the “Successor Period”) the Company is referred to as the Successor. The Successor and Predecessor are collectively referred to as the Company. The financial statements have been presented with 2022 information separated into two periods. The Company applied push-down purchase accounting to the transaction and the purchase accounting impacts are recorded in the financial statements of the Successor. Due to the application of push-down purchase accounting, different bases of accounting have been used to prepare the financial statements in the Predecessor and Successor periods. A black line separates the Predecessor and Successor periods to highlight the lack of comparability between these two bases of accounting.

The Company’s consolidated financial statements include all wholly owned subsidiaries and majority owned subsidiaries for which it maintains controlling interests. The consolidated financial statements also include the accounts of certain of the Company’s investments in certain joint ventures it controls and are consolidated. Investments in entities in which the Company does not have a controlling financial interest, but over which it has the ability to exert significant influence are accounted for using the equity method. The Company utilizes the cost method for investments in entities in which the Company does not have a controlling financial interest or significant influence.

All material intercompany accounts and transactions have been eliminated in consolidation. The Company maintains its accounting records and prepares its financial statements in accordance with accounting principles generally accepted in the United States of America.

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

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The accompanying consolidated financial statements include the accounts of certain affiliated companies related through common ownership and stockholders. The affiliated companies included in the consolidation are:

	(holding company)	RES Holdings, LP	
	(holding company)	RES Parent, Inc	
	(holding company)	RES Buyer, Inc	
	(holding company)	Potamoi Holdings, LLC	
	(parent)	Resource Environmental Solutions, LLC Houston, Texas	
<i>wholly owned subsidiary of parent</i>			
HGS, LLC (DBAs: Angler Environmental; RES Environmental Operating Company)	RES Kentucky, LLC (DBA: Redwing Ecological Services; Redwing)	RES Great Lakes, LLC (DBA: Applied Ecological Restoration)	
RES Carolinas, LLC (DBA: Carolina Environmental Contracting)	RES Florida Consulting, LLC (fictitious name: E Sciences)	RES Calcasieu, LLC	
Bayou Paul Mitigation Area, LLC	Fifth Louisiana Resource, LLC	RES Carbon, LLC	
Carolina Heelsplitter Conservation, LLC	First California Resource, LLC	RES Gulf Coast, LLC (DBA: LECON)	
CBAY-VA, LLC	First Indiana Resource, LLC	RES Marsh Bayou, LLC	
Chesapeake Wetland Mitigation Bank, LLC	First Louisiana Resource, LLC	RES MBI, LLC	
Church Branch Mitigation, LLC	First Pennsylvania Resource, LLC	RES Mitigation, LLC	
Coastal Louisiana Resource, LLC	First Texas Resource, LLC	RES R-Bar Land, LLC	
Colonel Land, LLC	First West Virginia Resource, LLC	RES Texas Mitigation, LLC	
EBX-EM, LLC	Fourth Louisiana Resource, LLC	Resource Project Specific Mitigation, LLC	
EBX-GCW, LLC	GDS, LLC	Sandra Walters Consulting, LLC	
EBX-Mountain Run, LLC	Headwater Management, LLC	Second Louisiana Resource, LLC	
EBX-TAR PAM, LLC	Headwater Science, LLC	Seventh Louisiana Resource, LLC	
EBX Waccamaw, LLC	Maurepas Land Holdings, LLC	Sixth Louisiana Resource, LLC	
Ecological Restoration Services, LLC	Maurepas Land Holdings II, LLC	Talisheek, LLC	
Eighth Louisiana Resource, LLC	Mitigation Management, LLC	Third Louisiana Resource, LLC	
Environmental Banc & Exchange, LLC	RES Barataria, LLC	Third Texas Resource, LLC	
		Wisconsin Clearinghouse, LLC	
<i>owned by common stockholders of parent</i>			
EBX-Neuse I, LLC	RES-RLH West Coast II, LLC	Liberty Island Holdings II, LLC	
Wetland Banking Group of Indiana, LLC			

Definitions. In an effort to enhance the understanding of the information presented, the following definitions are provided:

- Mitigation bank – A wetland, stream, or other aquatic resource area that has been restored, established, enhanced or preserved for the purpose of providing compensation for unavoidable impacts to aquatic resources. A mitigation bank may be created when an entity acts under agreement with a regulatory agency to restore an approved property.
- Mitigation banking instrument (“MBI”) – An agreement between the entity restoring a property and the regulatory agency involved. The agreement outlays, among other terms, the plan for the restoration as well as the mitigation credits that will be awarded as a result of the plan. In a MBI, the Company is obligated to fulfill the requirements of the plan with the regulatory agency.
- Mitigation credit – A measurement of the restoration work performed on a property which is awarded by the regulatory agency. These credits can be sold to outside parties who may be required to mitigate based on their own interference with similar areas.

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

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- Permittee responsible mitigation ("PRM") – Under these arrangements, the Company identifies and acquires control over appropriate land, develops a permit plan sufficient to offset the client's impacts with a regulatory agency and executes the permit plan, including design, construction, maintenance and monitoring of the project upon the client's permit approval. In a PRM, the customer is ultimately obligated to fulfill the requirements of the plan with the regulatory agency. However, in the arrangement with the customer, the Company will take on this obligation, execute the work necessary to satisfy the requirements and provide a performance bond to the customer. This work may be associated with wetland, stream, species habitat, Municipal Separate Storm Sewer System ("MS4"), or other aquatic resource mitigation or compliance services provided to customers in areas where mitigation banks are not operating or where sufficient mitigation bank credits do not exist in order to service the impacts of a project.

Use of Estimates

The preparation of financial statements in conformity with the basis of accounting described above requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Judgments and estimates are based on the Company's assumptions derived from information available at the time such judgments and estimates are made. Uncertainties with respect to such estimates and assumptions are inherent in the preparation of financial statements. Estimates are primarily used in the Company's determination of the fair value of certain assets in the application of push down accounting, assessment of progress on over-time contracts for revenue recognition, allocation of transaction pricing to certain service performance obligations, allowance for doubtful accounts, valuation of capitalized mitigation cost, useful lives of long-lived assets, goodwill and fixed asset impairments, mitigation land valuation, stock compensation, and purchase price allocations.

Fair value measurements

We estimate fair value at a price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market for the asset or liability. Our valuation techniques require inputs that we categorize using a three-level hierarchy, from highest to lowest level of observable inputs, as follows: (1) significant observable inputs, including unadjusted quoted prices for identical assets or liabilities in active markets ("Level 1"), (2) significant other observable inputs, including direct or indirect market data for similar assets or liabilities in active markets or identical assets or liabilities in less active markets ("Level 2") and (3) significant unobservable inputs, including those that require considerable judgment for which there is little or no market data ("Level 3"). When a valuation requires multiple input levels, we categorize the entire fair value measurement according to the lowest level of input that is significant to the measurement even though we may have also utilized significant inputs that are more readily observable.

Income Taxes

The Company is a limited liability company that has not filed an entity classification with the Internal Revenue Service. Therefore, the Company is recognized as a partnership for Federal income tax purposes and all income of the Company flows through to the members.

Revenue from Contracts with Customers

A summary of our revenue recognition policy under ASC 606 is below:

- Mitigation Banking: The Company recognizes revenue on mitigation bank credit sales when the customer has signed a contract, the credits are available to be applied to a permit and the

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2023 and 2022

credits have either been applied to the customer's permit or pending customer identification of the permit the credits should be applied against. We did not identify any terms or conditions in the contracts that we considered variable consideration. Mitigation bank credit sales during 2023 and the Successor and Predecessor 2022 periods were \$78,744, \$43,038, and \$13,639, respectively.

- **Managed Banks and PRM contracts** – We have determined that our Managed Banks and PRM contracts generally include three separately identifiable performance obligations: Permitting, Design/Build Construction and Monitoring performance obligations. We have determined the scopes of work for the performance obligations were distinct elements of the contract and recognized revenue for them separately. The revenue for all three performance obligations will be recognized over time as we believe the customer receives the value of our services in all three instances as we perform the work. Our Managed Bank and PRM contracts generally include one fixed price for the delivery of all three performance obligations. We have allocated the transaction price to each performance obligation based on the estimated cost to fulfill the performance obligation plus a reasonable margin based on our history of performance or observable pricing. A description of each performance obligation and the amount of revenue recognized for each in 2023 and the Successor and Predecessor 2022 periods, respectively follows:
 - **Permitting** – Activities include quantifying customer needed offsets, identifying potential land for customer offsets and creating a permit plan framework that can be considered by the customer and associated regulatory agencies that will ultimately approve for the potential customer's permit application, acquiring control of the land, development and documentation of a plan, and obtaining approval for the plan as designed. Revenue for permitting is recognized as work is performed utilizing a cost-to-cost measurement method and actual costs are recognized as incurred. Permitting revenue during 2023 and the Successor and Predecessor 2022 periods was \$61,826, \$25,802, and \$2,682, respectively.
 - **Design/Build Construction** – Activities include final design plans and all tasks specified in the mitigation plans through as-built survey. Revenue is recognized as work is performed utilizing a cost-to-cost measurement method and actual costs are recognized as incurred. Mitigation Construction revenue during 2023 and the Successor and Predecessor 2022 periods was \$27,816, \$24,173, and \$5,871, respectively.
 - **Monitoring Obligation** – Activities include all site maintenance following construction deemed necessary to maintain performance standards necessary to achieve the mitigation plan milestones as well as on site monitoring and report submittal as identified in the mitigation plan. Revenue is recognized as work is performed utilizing an output method based on the delivery of required monitoring reports. Monitoring revenue during 2023 and the Successor and Predecessor 2022 periods was \$2,675, \$10,127, and \$341, respectively.
- **Construction-only Services** - The Company services construction-only contracts focused on streams, wetlands, storm water facilities, ponds and lakes. Revenue is recognized over-time as work is performed utilizing a cost-to-cost measurement method and actual costs are recognized as incurred. In a limited number of contracts where duration and contract value are minimal revenue is recognized over-time as we believe we deliver value to the customer as we perform the related construction activities over time. We did not identify any terms or

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2023 and 2022

conditions in the contracts that are considered variable consideration under ASC 606. Construction revenue during 2023 and the Successor and Predecessor 2022 periods was \$113,627, \$81,477, and \$11,251, respectively.

- **Advisory Services** - Calculated at the time services are performed at the agreed upon contractual services rate per hour. We did not identify any terms or conditions in the contracts that are considered variable consideration. Revenue recorded is recognized over-time as we believe we deliver value to the customer as we perform the related services over time. Advisory consulting revenue during 2023 and the Successor and Predecessor 2022 periods was \$24,267, \$22,859, and \$3,696, respectively.
- **Nursery and Restoration Services** - Revenues for nursery and restoration service sales are recognized over-time as services are performed or goods are shipped at a point in time, and risk of ownership has transferred to the customer. Nursery and restoration revenue during 2023 and the Successor and Predecessor 2022 periods was \$9,140, \$8,102, and \$630, respectively.

Adoption of Accounting Standard Codification ("ASC") 326, Credit Losses

On January 1, 2023, the Company adopted ASU 2016-13 Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. CECL requires an estimate of credit losses for the remaining estimated life of the financial asset using historical experience, current conditions, and reasonable and supportable forecasts and generally applies to financial assets measured at amortized cost, including loan receivables and held-to-maturity debt securities, and some off-balance sheet credit exposures such as unfunded commitments to extend credit. Financial assets measured at amortized cost will be presented at the net amount expected to be collected by using an allowance for credit losses.

The Company adopted ASC 326 using the prospective transition approach for financial assets with credit exposure. Results for reporting periods beginning after January 1, 2023 are presented under ASC 326 and resulted in a reserve of \$1,103 while prior period amounts continue to be reported in accordance with previously applicable GAAP. There was no material impact due to the adoption.

Contract Assets and Liabilities

Contract assets are stated net of the allowance for credit losses, which are recorded based on historical losses as well the Companies expectation of future collections and represent a conditional right to consideration due to the satisfaction of a performance obligation or unbilled receivable, which will become unconditional upon completion of the required billing milestones. Once unconditional, these balances are recorded in accounts receivable. Retention receivables are classified as contract assets on the balance sheet. As of December 31, 2023, and 2022, the Company has a recorded allowance for credit losses of \$183 and \$0, respectively.

Contract liabilities represent a right to consideration prior to the satisfaction of the related performance obligation and are typically recorded when we bill the customer in advance of the recognition of related revenues.

Cash and Cash Equivalents

The Company considers cash in banks and investments with an original maturity of three months or less to be cash and cash equivalents.

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

December 31, 2023 and 2022

Accounts Receivable

Accounts receivable are stated net of the allowance for credit losses, which are recorded based on historical losses as well the Companies expectation of future collections. As of December 31, 2023, and 2022, the Company has a recorded allowance for credit losses of \$921 and an allowance for doubtful accounts of \$1,000, respectively.

Inventory

Nursery plant and seed inventory are held within other current assets and valued at lower of cost or net realizable value while the produced seeds and plants are valued at a discounted, wholesale value. Any necessary lower-of-cost-or-market write-downs at year end are recorded as permanent adjustments to the basis.

Mitigation Asset

Upon approval of an MBI, the Company accrues a liability for the estimated remaining future direct costs to fulfill its obligation under the MBI with the regulatory agency with such costs capitalized as a Mitigation Asset. As direct costs are incurred, the mitigation liability is reduced. The liability is classified as a current liability for direct costs expected to be incurred within the next twelve months. The total cost of the Mitigation Asset for an approved MBI, which includes direct costs incurred both prior and estimated after MBI approval, represents the cost basis of all the mitigation credits, both released and unreleased, under the MBI from the regulatory agency. When credits are sold to customers, the Mitigation Assets is expensed to cost of goods sold based on the cost per mitigation credit estimated under the MBI. The Company re-assesses the liability of estimated remaining future direct costs required under the MBI, with such adjustments recorded to the Mitigation Asset or cost of goods sold proportionate to the credits sold. The Company assesses the recoverability of the Mitigation Asset by MBI and will record a reserve to reduce the carrying amount of the Mitigation Asset when it is estimated that the Company will sell credits below their cost basis. In such an event, the Company will record the Mitigation Asset at the expected net realizable value of the mitigation credits. As of December 31, 2023, and 2022 no such reserve was required.

Capitalized Mitigation Costs

Under an MBI, prior to regulatory approval, the Company capitalizes direct costs associated with generating mitigation credits under the plan as a Capitalized mitigation cost. Capitalized mitigation costs are evaluated for recoverability with a reserve recorded if the expected credit revenue is less than the expected total capitalized cost of the in-process mitigation asset.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on the straight-line method for financial reporting purposes over the estimated useful lives of the respective assets, ranging from 1 to 30 years.

Maintenance and repairs are charged to expense as incurred, while expenditures that substantially increase the useful lives of the assets are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the accompanying statements of income.

The Company continuously assesses whether events or changes in circumstances indicate that the carrying amount of property and equipment may not be recoverable. We assess recoverability of our long-lived assets at our asset grouping level which we have determined to be our geographic regions which are also our Goodwill reporting units. Impairment indicators of our asset groups include, but are not limited to, the nature of the asset, the future economic benefit of the asset, any

Resource Environmental Solutions, LLC and Subsidiaries

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historical or future profitability measures, and other external market conditions or factors that may be present.

No indicators of impairment of property, plant, and equipment were identified during the year ended December 31, 2022. In the fourth quarter of 2023, the Company conducted an assessment for triggering events at the reporting unit level and determined that the significant reduction in operating results for the Central reporting unit as compared to the anticipated results was a triggering event. No triggering events were present for the East or West reporting units.

After completing an impairment review by comparing undiscounted cash flows to the carrying value of the assets for the Central reporting unit, a determination was made that property and equipment were not impaired.

Restricted Cash

As part of the regulatory instrument requirements for the mitigation banks and PRM projects of the Company, cash is held in escrow to ensure the construction, establishment and maintenance of the bank in perpetuity upon closing of the regulatory site plan. At various points in the future, pending compliance with the regulatory instrument, funds may be released from escrow. The Company has \$3,178 and \$4,077 in escrow as of December 31, 2023, and 2022, respectively, to ensure the construction and establishment of mitigation banks and PRM projects which upon attainment of regulatory instrument requirements will be released back to the Company. The Company has \$9,991 and \$11,012 in escrow as of December 31, 2023, and 2022, respectively, to ensure the maintenance of the bank and PRM projects in perpetuity which will remain in escrow for this purpose. The amount held for perpetual assurance of bank and PRM maintenance is included with other liabilities with the corresponding assets included with restricted cash and restricted investments as an asset on the consolidated balance sheet for the portion of funds allocated to this purpose.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the statement of financial position that sum to the total of the same such amounts shown in the statement of cash flows.

	12/31/2023	12/31/2022
Cash and cash equivalents	\$ 23,392	\$ 17,276
Restricted cash	13,169	15,089
Total cash, cash equivalents and restricted cash shown in the statement of cash flows	\$ 36,561	\$ 32,365

Investment in Land Held for Mitigation

Investment in land held for bank mitigation, PRM and Managed Banks represents land that is subject to restrictive covenants due to environmental easements that have been applied to fulfill mitigation obligations, as well as land without restrictive covenants but held for the purpose for future mitigation projects. When an environmental easement is applied to land, the land is reduced from its historical cost basis to its estimated fair value with the difference being capitalized in capitalized mitigation costs. Land not subject to restrictive covenant is recorded at historical cost and classified as property and equipment, net. For purposes of cash flow presentation, when land is purchased, an estimate of the expected adjustment to the value of the land that will occur upon a future environmental easement is calculated and classified as an operating cash outflow. The

Resource Environmental Solutions, LLC and Subsidiaries

Notes to the Consolidated Statements (in thousands)

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residual between the total cost of the land and estimated adjustment for an environmental easement is classified as an investing outflow. To determine the fair value of the land under easement we utilize Level 2 observable market pricing of similar assets.

Investments in Unconsolidated Affiliates

The Company held a 25% membership interest in EBX-Waccamaw, LLC as of January 1, 2022, and accounted for this investment under the equity method of accounting. Accordingly, the Company recognized its share in the net earnings or losses of the associated company as they occur within other revenue. On October 14, 2022, the Company acquired the remaining membership interest bringing total ownership to 100%. The related balances and all operating activities have been fully consolidated subsequent to the date of acquisition.

The Company holds a 10% membership interest in RLF Angleton Properties, LLC, and accounts for this investment under the cost method of accounting. Accordingly, the investment is recorded at the initial investment cost plus any additional contributions. The Company contributed \$0 during the years ended December 31, 2023, and 2022. The investment balance totaled \$690 and \$690 as of December 31, 2023, and 2022, respectively.

The Company holds a 10% membership interest and 40% of the Board of Directors in RES Aster, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net realized earnings or losses of the associated company as they occur within other revenue. The Company contributed \$297 and \$0 during the year ended December 31, 2023, and 2022, respectively. The investment balance totaled \$2,384 and \$4,856 as of December 31, 2023, and 2022, respectively.

During 2023 the Company entered into a joint venture where the Company holds a 10% membership interest and 40% of the Board of Directors in RES Aster II, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net realized earnings or losses of the associated company as they occur within other revenue. Total contributions, including initial investment, during the year ended December 31, 2023 totaled \$420. The investment balance totaled \$414 as of December 31, 2023.

The Company holds a 20% membership interest and 40% of the Board of Directors in RES Florida, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net earnings or losses of the associated company as they occur within other revenue. The Company contributed \$2,804 and \$704 during the year ended December 31, 2023, and 2022, respectively. The investment balance totaled \$7,023 and \$3,224 as of December 31, 2023 and 2022, respectively.

The Company holds a 20% membership interest and 40% of the Board of Directors in RES-RLH West Coast Management, LLC, and accounts for this investment under the equity method of accounting. Accordingly, the Company recognizes its share in the net earnings or losses of the associated company as they occur within other revenue. The Company contributed \$263 and \$1,087 during the year ended December 31, 2023 and 2022, respectively. The investment balance totaled \$3,284 and \$6,011 as of December 31, 2023 and 2022, respectively.

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Intangible Assets

The Company has intangible assets associated with customer relationships which is subject to amortization. The value of the customer relationships is estimated as of the date a business is acquired based upon the value-in-use concept. The analysis utilized the multi-period excess earnings methodology income approach which consists of discounting to present value the projected cash flows attributable to the Company's service offerings taking into account growth and attrition patterns.

The Company has intangible assets associated with trade names which are subject to amortization. The value of the trade names are estimated as of the date a business is acquired based upon the value-in-use concept. The analysis utilized the relief from royalty income approach which consists of discounting to present value the hypothetical royalty payments the Company would be willing to pay to enjoy the benefits of the assets.

The Company amortizes intangible assets based upon the estimated consumption of economic benefits of each intangible asset or liability. Intangible assets subject to amortization are reviewed for impairment and are tested for recoverability whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss would be recognized if the carrying amount of an intangible asset is not recoverable and its carrying amount exceeds its fair value. No such impairments were recognized as of December 31, 2023, or 2022.

Goodwill

Goodwill represents cost in excess of fair value of net identifiable assets acquired in business combinations. Goodwill is accounted for under ASC 350 Intangibles – Goodwill and Other.

The Company is required to test Goodwill for impairment at the reporting unit level annually on October 1 of each year. In accordance with ASC 350 the Company can elect to perform a qualitative assessment to test goodwill for impairment to determine whether it is more likely than not that an impairment has occurred or directly perform a quantitative assessment of its reporting units. In the absence of sufficient qualitative factors, the Company will compare the fair value of a reporting unit to the carrying value, including goodwill. If the fair value exceeds carrying value, the goodwill of the reporting unit is not considered impaired. If the carrying value exceeds fair value, an impairment charge is recognized for the excess.

As of January 1, 2022, the Company adopted Accounting Standards Update (ASU) 2021-03, "Accounting Alternative for Evaluating Triggering Events". The ASU allows private companies and not-for-profit organizations to use a simplified approach in assessing whether a triggering event has occurred that requires goodwill to be tested for impairment. Under the new alternative, entities are not required to calculate the fair value of all reporting units to determine if a triggering event has occurred. Instead, entities may use qualitative factors to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. The Company has elected under the standard to only assess triggering events for its reporting units at the end of each reporting period. The financial statements were not affected by the adoption of ASU 2021-03.

At the 2023 period end, the Company conducted an assessment for triggering events at the reporting unit level and determined that the significant reduction in operating results for the Central reporting unit as compared to the anticipated results was a triggering event. No triggering events were present for the East or West reporting units.

Fair value was estimated by weighting the results from the income approach and the market approach. These valuation approaches consider a number of factors that include, but are not

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limited to, prospective free cash flows, growth rates, residual value, discount rates, and comparable multiples from recent merger and acquisition transactions of companies in our industry and require the use of certain assumptions and estimates regarding industry economic factors and future profitability.

After completing the annual impairment review for the Central reporting unit during the fourth quarter of 2023, a determination was made that goodwill was impaired. An impairment of goodwill of \$96,844 is included in the Consolidated Statements of Operations.

Our reporting units are geographically based and defined as follows: East (Northeast, Mid-Atlantic and Southeast), Central (Gulf Coast and Midwest) and West (West Coast).

(Successor)	3/7/2022 Goodwill Balance	Plus: Acquisition	12/31/2022 Goodwill Balance	Less: Goodwill Impairment	12/31/2023 Goodwill Balance
East	\$ 104,393	\$ -	\$ 104,393	\$ -	\$ 104,393
Central	96,844	-	96,844	(96,844)	-
West	29,198	-	29,198	-	29,198
	<u>\$ 230,435</u>	<u>\$ -</u>	<u>\$ 230,435</u>	<u>\$ (96,844)</u>	<u>\$ 133,591</u>

Equity Compensation

The Company accounts for certain Predecessor equity-based compensation plans under ASC 718 *Compensation – Stock Compensation*. In the Predecessor periods, these incentive plans represent equity awards in Potamoi Holdings LLC; however, the cost of the plan incentives have been pushed down to Resource Environmental Solutions, LLC and is recorded on their books. In 2023, these incentive plans represent awards in RES Holdings, LP; however, the cost of the plan incentives have been pushed down to Resource Environmental Solutions, LLC and is recorded on their books. The compensation plans are valued within a Black-Scholes based option pricing method framework considering attributes of each class of equity. Compensation expense during 2023 and the Successor and Predecessor 2022 periods was \$2,184, \$0, and \$17,022, respectively.

Adoption of Accounting Standard Codification (“ASC”) 842, Leases

The Company adopted ASU No. 2016-02, effective January 1, 2022, under the modified retrospective approach. Under ASU 2016-02, lessees are recognized as right-of-use assets (ROU) and lease liabilities for all leases, other than those that meet the definition of a short-term lease. For income statement purposes, leases must be classified as either operating or finance. Operating leases result in straight-line expense, similar to current operating leases, while finance leases result in a front-loaded expense pattern, similar to capital leases under ASC 840.

The Company leases certain facilities, vehicles, and equipment. The Company determines if an arrangement contains a lease at contract inception and recognizes ROU assets and lease liabilities for leases with terms greater than twelve months. Leases with an initial term of twelve months or less are accounted for as short-term leases and are not recognized in the balance sheet. Operating fixed lease expenses and finance lease amortization expense are recognized on a straight-line basis over the lease term. Variable lease payments which cannot be determined at the lease commencement date, such as reimbursement of lessor expenses were not included in the ROU assets or lease liabilities.

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The Company elected the practical expedient that allows the Company to carry forward the historical lease classifications. For all new and modified leases entered into after the adoption of ASC 842, the Company reassesses the lease classification and lease term on the effective date of modification. Lease term includes renewal periods if the Company is reasonably certain to exercise any renewal options per the lease contract. The Company's leases do not contain any material residual value guarantees or restrictive covenants. The Company also applied certain optional practical expedients permitted under the transition guidance within the new standard, which among other things, allowed the carryforward of historical lease classification as well as additional practical expedients related to hindsight, short term lease leases, risk free rate, and non-lease components. The Company also elected the package of practical expedients.

The Company estimates the incremental borrowing rates based on prevailing financial market conditions, comparable companies and credit analysis and management judgments to determine the present value of its lease payments.

Upon adoption, the Company recorded a \$710 adjustment to decrease Members' Equity as of January 1, 2022 (Predecessor).

2. Acquisitions

The Acquisition was completed on March 7, 2022, as described in Note 1. Due to the change in control related to the Acquisition and under the provisions of ASU 2014-17, the Company elected to account for the Acquisition in accordance with the provisions of ASC 805, Business Combinations, whereby the implied fair value of the Company from the Acquisition of \$596,523 has been allocated to state the Company's assets and liabilities at fair value. The allocation of the implied fair value has been recorded for accounting purposes as of March 7, 2022.

During the Predecessor period 2022, \$34,045 was expensed for transaction costs including stock compensation expense and professional fees incurred in connection with the Acquisition prior to close. Intangible assets valued as part of the acquisition included customer relationships and trade names. Customer relationships were valued using the income approach, with significant assumptions including projected revenues, customer attrition rates, operating margins, and discount rates and was determined to be \$167,600 as of March 7, 2022. The value of trade names and trademarks were determined using a relief from royalty method, with significant assumptions under this method including projected revenues, comparable market royalty rates, and discount rates and was determined to be \$26,800 as of March 7, 2022. These assumptions represent Level 3 inputs as defined by ASC 820 Fair Value.

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The implied fair value was allocated as follows:

	3/7/2022
Mitigation assets, net of mitigation liability	\$ 132,204
Property and equipment	36,298
Right of use assets	20,991
Restricted cash	15,639
Land	41,049
Investments	9,789
Intangible assets	194,400
Goodwill	230,435
Other Assets	161,079
Total assets acquired	841,884
Total liabilities assumed, net of mitigation liability	(245,361)
Non-controlling interest	(14,335)
Net assets acquired	<u>\$ 582,188</u>

On January 28, 2022 (Predecessor), the Company acquired 100% equity interests in RES Florida Consulting, LLC formerly known as E Sciences for a cash purchase price of \$9,274. The acquisition qualified as a business combination and the Company has estimated fair value of assets acquired and liabilities assumed as of January 28, 2022, closing date. Fixed assets were valued using the cost approach. Intangible assets added as part of the acquisition included customer relationships valued at \$3,750. Customer relationships were valued using the multi-period excess earnings methodology. All of these fair value estimates represent Level 3 inputs as defined by ASC 820. Included in the assets acquired was \$470 in cash and cash equivalents.

The fair value of assets acquired, and liabilities assumed at the acquisition date were as follows:

	1/28/2022
Current assets	\$ 2,493
Property and equipment	200
Intangible assets	3,750
Goodwill	3,570
Total assets acquired	10,013
Total liabilities assumed	(739)
Net assets acquired	<u>\$ 9,274</u>

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3. Property and Equipment

Property and equipment consist of the following at December 31, 2023 and 2022, respectively:

	Estimated Useful Lives	12/31/2023	12/31/2022
Furniture and equipment	1 - 10	\$ 39,738	\$ 35,667
Buildings and improvements	15 - 30	1,978	1,865
Leasehold improvements	5 - 10	3,111	2,254
Construction in progress		213	3,130
		<u>45,040</u>	<u>42,916</u>
Less: Accumulated depreciation and amortization		<u>(8,542)</u>	<u>(3,328)</u>
Property and equipment, net		<u>\$ 36,498</u>	<u>\$ 39,588</u>

Depreciation expense during 2023 and the Successor and Predecessor 2022 periods was \$5,397, \$3,151, and \$1,134, respectively.

4. Intangible Assets

Customer relationships and trade name assets are amortized utilizing an accelerated method based upon the assumed usage. The carrying value of the intangible assets are as follows:

	Weighted Average Useful Life as of 12/31/2023	Original Value	Accumulated Amortization	Carrying Amount 12/31/2023	Carrying Amount 12/31/2022
Customer relationships	4.7	\$ 167,600	\$ (55,362)	\$ 112,238	\$ 138,959
Trade name	6.2	26,800	(4,126)	22,674	24,944
		<u>\$ 194,400</u>	<u>\$ (59,488)</u>	<u>\$ 134,912</u>	<u>\$ 163,903</u>
		1/1/2023 - 12/31/2023	3/8/2022 - 12/31/2022	1/1/2022 - 3/7/2022	
Amortization Expense			(Successor)	(Predecessor)	
Customer relationships		\$ 26,721	\$ 28,641	\$ 1,459	
Project backlog		-	-	2	
Licenses		-	-	2	
Favorable Leasehold Assets		-	-	2	
Trade name		2,270	1,856	68	
		<u>\$ 28,991</u>	<u>\$ 30,497</u>	<u>\$ 1,533</u>	

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Future estimated amortization expense related to identifiable intangible assets as of December 31, 2023 is as follows:

Years Ending	Amortization Expense
2024	\$ 21,948
2025	18,743
2026	15,840
2027	14,739
2028	13,241
Thereafter	50,401
	<u>\$ 134,912</u>

5. Related Party Transactions

As a result of certain payments made by the Company on behalf of related parties, the Company has \$4 and \$533 in accounts receivable - affiliates from a related party as of December 31, 2023 and 2022, respectively. These payments are associated with normal business expenses of the unconsolidated affiliates for which the Company incurs capital and operating expenses on behalf of and are unsecured, non-interest bearing, with no set terms of repayment. The total of these payments during 2023 and the Successor and Predecessor 2022 periods were \$674, \$1,136, and \$289, respectively. Included in the normal operating business expenses are rental payments to an entity that is partially owned by employees of the Company. Total related party rent expense during 2023 and the Successor and Predecessor 2022 periods were \$370, \$299, and \$81, respectively.

6. Concentration of Credit Risk

The Company periodically maintains cash in bank accounts in excess of federally insured limits. The Company has not experienced any losses and does not believe that significant credit risk exists as a result of this practice.

The Company had one customer whose contractual revenue earned was 11.3% of total gross revenue for the year ended December 31, 2023, and zero customers whose contractual revenue earned was in excess of 10% of total gross revenue for the year ended December 31, 2022. Revenue is derived from operations predominately within the United States of America for the years ended December 31, 2023, and 2022. Receivables from one customer represented 13.0% of total accounts receivable – trade as of December 31, 2023. Receivables from one customer represented 21.3% of total accounts receivable – trade as of December 31, 2022.

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7. Debt and Notes Payable

A summary of debt at December 31, 2023 and 2022, respectively is as follows:

	12/31/2023	12/31/2022
Line of credit	\$ 178,536	\$ 193,000
Notes payable	10,325	11,852
Less: Capitalized debt issuance costs	<u>(2,709)</u>	<u>(3,176)</u>
Total debt	186,152	201,676
Less: Current maturities of total debt	<u>(1,496)</u>	<u>(1,471)</u>
Long-term debt	<u>\$ 184,656</u>	<u>\$ 200,205</u>

The Company entered into a line of credit agreement on July 22, 2016, under the agreement at that time the Company had available a \$80,000 line of credit with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin. The revolving line of credit is secured by certain real estate, certain mitigation contracts, eligible credits and pledge of the membership interests of the Company.

The Company amended and restated its existing line of credit agreement on December 21, 2018; under the amended agreement the Company's line of credit available was \$150,000 with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin.

The Company amended and restated its existing line of credit agreement on December 19, 2019; under the amended agreement the Company's line of credit available was \$150,000 with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin. In addition, the amendment revised certain debt covenants, including the required EBITDA ratio, as disclosed below.

The Company amended and restated its existing line of credit agreement on July 28, 2021; under the amended agreement the Company's line of credit available was \$200,000 with a floating interest rate option to borrow under LIBOR plus a margin or ABR plus a margin. In addition, the amendment provided details regarding a future benchmark replacement from LIBOR to SOFR (Secured Overnight Financing Rate).

The Company amended and restated its existing line of credit agreement on July 15, 2022; under the amended agreement the Company's line of credit available was \$300,000 with a floating interest rate option to borrow under SOFR plus a margin or ABR plus a margin. The amendment resulting in the extinguishment of \$162,000 of the line of credit resulting in a loss of \$176 on the extinguishment. These capitalized loan fees of \$2,501 are presented as a reduction in the line of credit balance on the balance sheet as of December 31, 2023.

The weighted average interest rates during 2023 and the Successor and Predecessor 2022 periods were 7.99%, 5.18%, and 2.98%, respectively. The Company had \$121,381 and \$106,908 of borrowing capacity available under line of credit as of December 31, 2023, and 2022. The amended line of credit matures July 15, 2027.

The Company has capitalized loan origination fees in connection with the revolving facility which are subject to amortization through July 2027. These capitalized loan fees are presented as a

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reduction in the line of credit balance on the balance sheet for \$2,709 and \$3,176 as of December 31, 2023, and 2022, respectively.

The line of credit agreement contains certain financial covenants and provides for borrowings under the line of credit based on the Company's borrowing base. These covenants include (a) an indebtedness to EBITDA ratio, which is only tested if availability under the line of credit is less than \$50 million, of no higher than 4.50 through December 31, 2023 and reducing to 4.00 January 1, 2024 and (b) a fixed charge coverage ratio no lower than 1.25. The Company was in compliance with all covenants as of December 31, 2023 and 2022.

Certain of the Company's customers require letters of credit to guarantee performance under its contracts. Such letters of credit are issued by a bank and commits the issuer to pay specified amounts to the holder of the letter of credit if the holder demonstrates that the Company has failed to perform actions as contractually obligated. The Company does not believe that it is likely that any material claims would be made under a letter of credit in the foreseeable future. As of December 31, 2023 and 2022, the Company had outstanding letters of credit for \$92 and \$92, respectively, which is secured by amounts held in cash and cash equivalents as of December 31, 2023 and 2022, respectively.

During the 2022 Predecessor period and in connection with the acquisition of RES Florida Consulting, LLC the Company incurred an unsecured note payable for \$1,000, which accrued interest at a rate of 6.0% payable in arrears every six months. As of December 31, 2023 and 2022, the note was payable in the amount of \$500 and \$1,025, respectively, and included in Notes Payable in the table above.

During the 2022 Predecessor period the Company incurred a note payable in connection with the acquisition of land for RES R Bar Land, LLC for \$8,995. The note is secured by a mortgage on the property and accrued interest at a rate of 5.0% payable in arrears every six months. As of December 31, 2023 and 2022, the note was payable in the amount of \$7,912 and \$8,859, respectively, and included in Notes Payable in the table above.

RES-RLH West Coast II, LLC entered into a credit agreement on April 18, 2022 that has a \$2,250 term loan and \$2,150 available revolving note. The credit facility is secured by RES MBI, LLC and RES-RLH West Coast II, neither of which are guarantors under the Resource Environmental Solutions, LLC credit facility. The term loan accrues interest at a rate of 4.75% payable quarterly and matures on April 18, 2027. The revolving note accrues interest at a rate of 4.75% payable quarterly and matures on April 18, 2027. As of December 31, 2023 and 2022, the term loan was payable in the amount of \$1,912 and \$2,174, respectively. As of December 31, 2023 and 2022, the revolving note had \$36 and \$0 amount drawn and outstanding, respectively. The Company has capitalized loan origination fees of \$230 in connection with these notes payable which are subject to amortization through April 2027, respectively. These capitalized loan fees are presented as a reduction in the line of credit balance on the balance sheet for \$208 and \$206 as of December 31, 2023 and 2022, respectively.

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Contractual maturities

Contractual maturities on debt are as follows:

December 31,	Debt
2024	\$ 1,496
2025	1,032
2026	1,073
2027	179,616
2028	1,161
thereafter	4,483
	<u>\$ 188,861</u>

Derivatives

The Company entered into interest rate swap agreements with a total original notional amount of \$100,000 with an effective date of December 29, 2023. The interest rate swap agreements are designed to provide predictability against changes in the interest rates on the Company's debt, as the interest rate swap agreements convert a portion of the variable interest rate on the Company's debt to a fixed rate. The transaction is a zero-cost collar interest rate swap that expires December 2025.

The transaction is considered an effective cash flow hedge on the notional \$100,000 intended to mitigate the interest rate risk on the Company line of credit. The collar is set between 3.66% and 4.67% on the published SOFR and reset quarterly. Observable inputs of interest rate yields are relied upon to value the interest rate swap. Where inputs can be observed in a liquid market and no significant judgment is required, such derivatives are typically classified as Level 2 of the fair value hierarchy. At December 31, 2023, the effective portion of the cash flow hedges is included on the consolidated balance sheets in accumulated other comprehensive income.

For derivative instruments that qualify for hedge accounting treatment, the fair value is recognized on the Company's consolidated balance sheets as derivative assets or liabilities with offsetting changes in fair value, to the extent effective, recognized in accumulated other comprehensive income (loss) until reclassified into earnings when the related transaction occurs. The portion of a cash flow hedge that does not offset the change in the fair value of the transaction being hedged, which is commonly referred to as the ineffective portion, is immediately recognized in earnings. No portion of the cash flow hedge was ineffective during the year ended December 31, 2023.

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The fair value of the interest rate swap agreements is included in other assets on the consolidated balance sheets as follows:

	12/31/2023			
	Markets for Identical Assets (Level 1)	Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
Interest rate swap	\$ -	\$ 331	\$ -	\$ 331
Total assets measure at fair value	<u>\$ -</u>	<u>\$ 331</u>	<u>\$ -</u>	<u>\$ 331</u>

8. Lease Obligations

The amounts of the lease obligations are based on the discounted present value of future minimum lease payments, and therefore do not reflect future cash lease payments. Amounts due within one year equal the amount by which the capital lease obligations are expected to be reduced during the next 12 months.

The Company had leasing arrangements primarily for office buildings, vehicles, and equipment with corresponding assets and liabilities as follows:

	12/31/2023		12/31/2022	
	Finance Leases	Operating Leases	Finance Leases	Operating Leases
Right of Use Assets				
Net property, plant & equipment	\$ 14,742	\$ -	\$ 15,043	\$ -
Other assets	-	9,329	-	10,113
	<u>\$ 14,742</u>	<u>\$ 9,329</u>	<u>\$ 15,043</u>	<u>\$ 10,113</u>
Lease Liabilities				
Short-Term Lease Liability	\$ 4,599	\$ 2,997	\$ 4,570	\$ 3,002
Long-Term Lease Liability	10,793	6,761	10,879	7,964
	<u>\$ 15,392</u>	<u>\$ 9,758</u>	<u>\$ 15,449</u>	<u>\$ 10,966</u>

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Contractual maturities

Contractual maturities on lease obligations are as follows:

	Finance	Operating
December 31,		
2024	\$ 4,599	\$ 2,997
2025	3,896	2,287
2026	3,050	1,737
2027	1,638	1,531
2028	1,106	1,018
thereafter	1,103	188
	<u>\$ 15,392</u>	<u>\$ 9,758</u>

Interest expense incurred during 2023 and the Successor and Predecessor 2022 periods was \$16,840, \$8,238 and \$870, respectively. Rent expense during 2023 and the Successor and Predecessor 2022 periods, was \$4,629, \$3,410 and \$715, respectively. Amortization expense for finance leases during 2023 and the Successor and Predecessor 2022 periods was \$5,663, \$3,594 and \$602, respectively.

9. Commitments and Contingencies

The Company is committed to certain expenditures in future years on mitigated land in which a mitigation bank has been approved. These obligations are shown on the consolidated balance sheet as current and long-term mitigation liability and totaled \$66,808 and \$59,495 as of December 31, 2023 and 2022, respectively.

The Company is also generally required to maintain the mitigated properties in perpetuity. As a result, a portion of each credit sold is set aside for this purpose and discussed further in Note 1 "Restricted Cash" and "Restricted investments".

Litigation

The Company may be subject to claims and litigation arising in the normal course of its business. The Company is not aware of any claims or proceedings and believes that any potential claims proceedings arising in the normal course of its business will not have a material, adverse effect on its financial position, results of operations or cash flows.

10. Incentive Stock

In connection with the Acquisition, various classes of interests in RES Holdings, LP were established including common units (Class A and Class A-II) and Class B Matching Units. Class A unit holders have sole ability to elect members of the board of Potamoi. Holders of the Class B Matching Units have a fractional part of the interest in the profits, losses and distributions of

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Potamoi. Onex and KKR are the holders of Class A units and certain current and former members of management are holders of Class A-II and Class B Matching Units.

The Class B Matching Unit holders do not have rights to the Company's assets on the grant date but rather, vest in five tranches based on time. Class B Matching Unit holders at the date of grant were members of the Company's management team. The grant date fair value of the Class B Matching Unit time vested tranches was \$8,015 of which \$2,184 was recognized as compensation expense in 2023.

During the Predecessor period various classes of interests in Potamoi were established including common units (Series A and Series B), profit interest units (Series C) and Phantom Unit A and Phantom Unit B. Series A unit holders have the sole ability to elect members of the board of Potamoi. Holders of Series A and Series B units have a fractional part of the interest in the profits, losses and distributions of Potamoi. KKR was the sole holder of the Series A units as of the date of grant. Series B unit holders include certain current and former members of management.

During 2022 (Predecessor), additional Series B units were issued to certain members of management. The grant date fair value of the time vested tranche of Series B units was \$84, of which \$2, was recognized as compensation expense as of the year ended December 31, 2022.

During 2022 (Predecessor), in connection with the Acquisition all outstanding units were repurchased from proceeds on the transaction. The settlement of these awards in the amount of \$26,351 were expensed upon the change of control in the 2022 Predecessor period. There were no compensatory stock awards issued in the Successor period.

Granted, issued and outstanding stock as of the years ended December 31, 2023 and 2022 are as follows:

	1/1/2023 - 12/31/2023	3/8/2022 - 12/31/2022 (Successor)	1/1/2022 - 3/7/2022 (Predecessor)
Outstanding Incentive Stock			
Phantom A units outstanding beginning of period	-	-	305,488
Phantom A units settled	-	-	305,488
Phantom A units outstanding end of period	-	-	-
Phantom B units outstanding beginning of period	-	-	875,226
Phantom B units granted	-	-	84,999
Phantom B units settled	-	-	960,225
Phantom B units outstanding end of period	-	-	-
Series C units outstanding beginning of period	-	-	5,662,589
Series C units forfeited	-	-	383,910
Series C units settled	-	-	5,278,679
Series C units outstanding end of period	-	-	-
Matching units outstanding beginning of period	-	-	-
Matching units granted	301,308	-	-
Matching units forfeited	-	-	-
Matching units outstanding end of period	301,308	-	-

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The Company used a non-controlling, non-marketable Black-Scholes based option pricing method to estimate the grant date fair value of the units in the Predecessor periods. The assumptions used in the valuation represent Level 3 inputs as defined by ASC 820. The following assumptions were applied in determining the fair value of the grants:

	1/1/2023 - 12/31/2023	3/8/2022 - 12/31/2022 (Successor)	1/1/2022 - 3/7/2022 (Predecessor)
Assumptions			
Risk-free interest rate	4.6%	n/a	0.2%
Time to expiration	4.0%	n/a	3.19 years
Expected volatility	55.0%	n/a	41.0%
Marketability discount - time vested portion	23.0%	n/a	29.0%
Marketability discount - performance vested portion	n/a	n/a	31.0 - 32.0%
Issues and conversions			
Phantom B units issued	-	-	84,999
Matching units issued	301,308	-	-

11. Subsequent Events

Management has evaluated subsequent events through May 2, 2024, the date the consolidated financial statements were available for issuance and determined no events that require disclosure.

RFP Copy

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 25-020

FOR

Re-Bid: Water Quality Monitoring
Program

Mayor: Danise Henriquez

City Manager: Brian Barroso

Commissioners:

Monica Haskell; District 1
District 2
Donald "Donie" Lee; District 3
Mary Lou Hoover; District 5

Samuel Kaufman;
Lissette Carey; District 4
Aaron Castillo; District 6

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REQUEST FOR PROPOSALS
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: RFP 25-020

Title: Re-Bid: Water Quality Monitoring Program

Description: The City of Key West is requesting proposals from experienced and qualified individuals or firms to provide water quality monitoring for the City of Key West waterways.

Contact: Lucas Torres-Bull, Procurement Manager
Phone: (305) 809-3807
Email: lucas.torresbull@cityofkeywest-fl.gov

Issue Date: August 16, 2025

Mail or Deliver Responses To: City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Clarification Submittal Deadline: August 22, 2025, 3 P.M. LOCAL TIME

Clarification Response Deadline: August 25, 2025, 3 P.M. LOCAL TIME

Responses Deadline Date: September 17, 2025, 3 P.M. LOCAL TIME

Estimated Award Date: October 2025

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City of Key West

Request for Proposals

Re-Bid: Water Quality Monitoring Program

RFP No. 25-020

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until 3:00 P.M. on September 17, 2025. The submittals shall be clearly marked "RFP No. 25-020 – Re-Bid: Water Quality Monitoring Program".

All submittals shall be publicly opened and recorded on September 17, 2025, at 3:00 P.M.** Late submittals shall not be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 25-020 Re-Bid: Water Quality Monitoring Program" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Key West is soliciting proposals from qualified firms or individuals to provide water quality monitoring program for the City of Key West's waterways. Interested parties must submit a proposal in accordance with the instructions and timeline outlined in this RFP. The City will review only those proposals that include all required information, as determined at the City's sole discretion.

The City will evaluate the proposals submitted in response to this RFP to rank proposers. The top-ranked proposer will be invited to enter contract negotiations. On an as-needed basis, the City may assign additional specific projects to the selected proposer. The chosen firm must demonstrate relevant experience and capabilities, with personnel who are qualified through education and experience in the required disciplines.

All inquiries must reference **RFP No. 25-020 – Re-Bid: Water Quality Monitoring Program** in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Request for Proposal is as follows:

Cut-off Date for Questions:

August 22, 2025, at 3:00 P.M.

Deadline for Submittals and Opening of Proposals:

September 17, 2025, at 3:00 P.M.

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance-Division

The Division responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/ Consultant/Submitter

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in

writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification To Submittals

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

**National Institute of Occupational Safety Hazards
(NIOSH)**

National Forest Products Association (NFPA)

**State of Florida Department of Transportation- Rule 14-90,
Florida Admin. Code**

U.S. Department of Transportation

**City of Key West, City Ordinance Sec 2-766-2-845
Cone of Silence, City of Key West Code of Ordinances**

**The State of Florida Statutes Sections 218.73 and 218.74
on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the

provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publicly noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive



solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate:

(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request.

Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award

additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded

Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic

Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.



END OF SECTION 1

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, located in the bottom right corner of the page.

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

This Request for Proposals (hereinafter referred to as "RFP") is designed to provide prospective Consultants with the information necessary for the preparation of competitive responses. The RFP process is for the benefit of the City of Key West (hereinafter referred to as the "City") and is intended to provide the City with comparative information to assist in the selection process. This RFP is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each applicant is responsible for determining all factors necessary for submission of a comprehensive response.

Pursuant to Chapter 80 of the City of Key West Code of Ordinances, the City is seeking proposals from certified, independent, and qualified water quality monitoring experts or governmental entities to monitor potential violations of Section 80-2 within the Waterways of the City of Key West. Funding for this initiative will be provided through a dedicated water quality monitoring fund, as established by ordinance.

For the purposes of this solicitation, the term "independent" is defined by the City as referring to unbiased, unaffiliated third parties who are capable of performing water quality monitoring and reef restoration services free of any conflict of interest. This includes having no current or pending contractual obligations with the City of Key West that could reasonably be perceived to impair objectivity, independence, or the ability to act solely in the public interest.

Proposers are required to thoroughly review and understand the requirements set forth in Chapter 80, which is included below for reference.

Chapter 80 – Cruise Ship Regulations

Sec 80-1. – Definitions

As used herein, the following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section.

"Vessel" shall mean a cruise ship holding more than five hundred (500) passengers and such cruise ship's owner(s).

"Discharge" shall mean any spilling, leaking, pumping, pouring, emitting, releasing, emptying or dumping.

"Pollutant" shall mean ballast, dunnage, untreated sewage, garbage, liquid or solid matter, oil, gasoline, residuum of gas, calcium, carbide, trade waste, tar or refuse, or any other floating matter or scum on the surface of the water, obstruction on the bottom of the waterways, or odors or gases of putrefaction as such discharge is defined as a pollutant by state or federal law.



"Waterways of City of Key West" shall mean the water six hundred (600) feet into the tidal waters adjacent to the City of Key West's corporate limits.

Sec 80-2. – Pollution of Water

(1) It shall be unlawful for any vessel to deposit, place or discharge any pollutant into the waterways of the City of Key West.

(2) Vessels docking at the City of Key West shall at all times be in full compliance with all applicable state, federal and international safety, health and environmental protection statutes, regulations, standards and requirements, including, but not limited to, the Oil Pollution Act of 1990, the International Convention for Safety of Life at Sea, the International Convention for Prevention of Pollution from Ships, and shall have a valid certificate of inspection. In the event of a vessel pollutant discharge into the waterways of the City of Key West, the vessel responsible for the discharge shall take immediate action to clean up the discharge. Cleanup is to be accomplished in the shortest time possible, using industry approved standard methods, so as to limit in every way possible, damage to the environment. In any instance where it is determined by the City of Key West that cleanup efforts are not being undertaken in a timely and/or adequate manner by the responsible Vessel, the City of Key West may order resources, as necessary, to commence and complete the pollutant discharge cleanup. In such cases, the actual cost of the cleanup plus an administrative fee of 15% of the actual cost of cleanup will be charged to the responsible vessel.

(3) Full payment of the cleanup costs, including administrative fee, must be paid by vessel before the vessel will be permitted to sail from the City of Key West. In instances where a vessel is prohibited from sailing due to failure to pay actual cleanup costs and administrative fee as prescribed by this section: (a) an additional one thousand (\$1,000) dollar per-day pollutant discharge cleanup management fee will assessed until such time as vessel sails from the City of Key West (b) the City of Key West will provide dock space or other anchorage and (c) the vessel prohibited at then prevailing rates.

(4) In the event any oil or hazardous substance is discharged into or upon the waterway of the City of Key West, in a harmful or reportable quantity, the responsible vessel shall immediately notify all appropriate state and local agencies and the National Response Notification Center.

Sec 80-3. – Coral Reef Restoration; Water Quality Monitoring

The City of Key West shall establish a fund for the express purpose to restore and maintain coral reefs adjacent to the City of Key West. The City of Key West shall engage certified, independent, qualified reef restoration experts, to be identified by resolution of the City of Key West annually, to restore and maintain such reefs.

The City of Key West shall also establish a water quality monitoring fund for the monitoring of water quality violations of Sec. 80-2 in the Waterways of the City of Key West, via certified,

independent, qualified water quality monitoring expert, or governmental entity to be identified by resolution annually.

Revenue for coral reef restoration and maintenance fund and administrative fee established in Section 80-2 herein, the cruise ship passenger disembarkment fee revenue share paid to the City of Key West, and any donation made to the funds. Allocation of funds to the respective programs shall be made annually via resolution of the city commission.

Sec 80-4. – Passenger Healthcare Services

Vessels shall use best efforts to utilize on-board healthcare services regarding the medical needs of its passengers, with the exception of life-threatening emergencies. With the exception of life-threatening emergencies, Vessels shall transport any passenger-patient with COVID-19, or other confirmed or suspected highly transmissible illness requiring medical service, using an isolated emergency transportation method to a treatment facility outside of the City of Key West.

Sec 80-5. - Enforcement

The City of Key West shall coordinate with state and federal agencies to ensure that vessel operations conform to all applicable laws relating to Sec. 80-2(2).

The selected Consultant shall have multi-disciplinary expertise, including, but not limited to:

A) Environmental Science & Public Health (Understanding microbial risks, harmful algal blooms, and contamination pathways).

B) Microbiology & Analytical Chemistry (Conducting lab-based pathogen, nutrient, and toxin analysis).

The City expects interested parties to assemble a team with the necessary expertise and qualifications to deliver the required services. The selected applicant shall provide services that require regulatory knowledge & compliance, including:

A) Strong familiarity with federal, state, and local water quality regulations (e.g., EPA Beach Act, Clean Water Act, state water quality standards).

B) Experience developing Quality Assurance Project Plans (QAPPs) for regulatory compliance.

C) Understanding of public health implications and beach closure criteria.

The City retains the right to select one or more firms based on their expertise and award the



contract for the services specified in this RFP. Additionally, the City, at its sole discretion, may reject all proposals and reissue the RFP if deemed necessary.

Respondents to the RFP are hereinafter referred to as "Consultant."

2.2 MINIMUM QUALIFICATION REQUIREMENTS

All Consultant's that submit a proposal shall meet the following minimum qualifications:

- 2.2.1** The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a minimum of five (5) years. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Key West.
- 2.2.2** Proposers must be fully licensed to perform the work outlined in this RFP and comply with all relevant federal, state, and local statutes, codes, and ordinances.
- 2.2.3** Provide a minimum of three (3) references for services provided within the past five (5) years. It is the responsibility of the Consultant to ascertain that the contact person provided in the references will be responsive.
- 2.2.4** Establish and maintain a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software as identified by the City.
- 2.2.5** Demonstrate flexibility to add personnel on an as needed basis, depending on the needs of the City.
- 2.2.6** Provide detailed resumes of key personnel that will be working under this contract.

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are



required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Consultant shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Proposer awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Consultant, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for four (4) additional one (1) year periods for a maximum total of five (5) years. The Awarded Consultant shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Consultant. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.5 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed. Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be



shown below the signature.

2.6 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Consultant's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Consultant understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of authority within the City.

The City, at its sole discretion, reserves the right to inspect any/all of the Consultant's facilities to determine their capability to meet the requirements for the contract. Also, hourly rates, responsibility, and responsiveness of the Consultant, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit.

The City reserves the right to reject all proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee will evaluate proposals and will select the Consultant which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the proposals submitted in response to this Request for Proposal and to establish the most advantageous firm/individual, further identified as the No. 1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I — EVALUATION

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each firm/individual an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked firm/individual to provide the City Commission. Should the number of Proposers exceed three (3), the Selection Committee will provide the City Commission with a ranking of the “shortlisted” firms/individuals.

PHASE II — SELECTION

The Selection Committee will evaluate all responsive proposals in accordance with the criteria outlined in this Request for Proposals (RFP). Once evaluations are complete, the Committee will submit their tabulated scores and a formal ranking of firms or individuals to the City Commission for consideration.

The City Commission will review the Selection Committee’s recommendations and may choose to accept the rankings as submitted. Alternatively, the City Commission may request additional information, such as formal presentations or interviews with one or more proposers. The Commission also reserves the right to amend the rankings based on these interactions or to reject all proposals entirely.

The final selection and award of any contract will be made by the City Commission at its sole discretion. Proposers should be advised that the City will not be responsible for any costs associated with the preparation of proposals, or for any expenses incurred related to interviews or presentations, should they be requested.

Subject to approval by the City Commission, a contract may be awarded to one or more consultants deemed to be the most responsible and responsive, based on the evaluation criteria.

Any award will be contingent upon the successful negotiation and execution of a contract in a form and substance approved by the City Attorney.

The City of Key West reserves the right to reject proposals submitted by firms currently involved in litigation with the City, or by firms with a demonstrated history of prior lawsuits filed against the City.



Proposers should also be aware that if the top-ranked proposers are within one (1) point of each other in total scoring as determined by the Selection Committee, those top-ranked proposers will be required to conduct a presentation and/or participate in an interview with the City Commission. In such cases, the final award decision will be made by the City Commission based on the outcome of those presentations or interviews.

EVALUATION CATEGORIES — PHASE I & II

Evaluation Criteria - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

Category	Points
<p>1. Qualifications and Relevant Experience</p> <ul style="list-style-type: none"> ▪ Experience in managing water quality and QA/QC data ▪ Experience and ability to collect environmental samples in accordance with FDEP Standard operating procedures ▪ Experience deploying and collecting data ▪ Experience in conducting surface water sampling ▪ Experience in maintaining and calibrating field meters that measure dissolved oxygen, pH, temperature, specific conductance, and salinity ▪ Experience in performing laboratory analysis (either by Respondent or subcontractor), including laboratory certifications <p>Also included:</p> <ol style="list-style-type: none"> 1) Staff Qualifications 2) Safety/Hazardous Waste Plan 3) Quality Assurance Program 5) Number of Similar Water Quality Analyses Previously Performed ▪ Methods Used 	30
2. References and Quality of Past Performance on Similar Projects	5
<p>3. Project Approach – Ability to Meet Requirements</p> <p>Proposed Operations Plan, including:</p> <ul style="list-style-type: none"> ▪ Staffing assignment ▪ Scheduling ▪ Plan for unfavorable sampling conditions ▪ Field data entry, QA, & correction <p>Project Management</p> <ul style="list-style-type: none"> ▪ Management and communication methods 	20

	<ul style="list-style-type: none"> ▪ QA/QC Methods ▪ Valid Quality Plan/sampling protocols for sampling organization(s) covering types of sampling and monitoring ▪ Subcontractor Documentation: Failure to submit subcontractor documentation may result in the disqualification of that particular subcontractor's qualification from consideration in the response package. ▪ Equipment – availability and suitability of sampling equipment 	
4.	Other Information <ul style="list-style-type: none"> ▪ Value added option(s) ▪ Familiarity with the City of Key West ▪ Clients in USA, FL, SE FL, and City of Key West ▪ Proposed contract deviations (potential negative points) 	5
5.	Cost Effectiveness	35
6.	Project Schedule and Deliverables	5
Total Points		100

2.7 DUE DATE

All proposals are due no later than **Wednesday, September 17, 2025, at 3:00 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

2.8 INSURANCE REQUIREMENTS

Successful Consultants shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

Please Note: The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of

Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At the time of the award, the selected Consultant must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each of the policies mentioned above.

EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may be cause for the proposal to be considered non-responsive.

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 25-020 – Water Quality Monitoring Program**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on Friday, August 22, 2025**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Consultants on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Consultant and may obtain and evaluate additional information, as it deems necessary to ascertain the Consultant's ability to perform under this solicitation. The City shall be the sole judge of a Consultant's ability to perform, and its decision shall be final.

2.12 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this contract at the City's option. The Awarded Consultant shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and



reasonable, then the additional goods/services will be awarded to the Awarded Consultant.

2.13 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

2.13.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.13.2 The City reserves the right to disqualify Consultants during any phase of the competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.14 BACKGROUND INFORMATION

The City reserves the right, prior to awarding the contract, to request additional evidence of a Consultant's qualifications as deemed necessary. The City may consider any available information regarding the Consultant's financial, technical, and other qualifications, including past performance and experience with the City.

2.15 METHOD OF ORDERING

Services shall be ordered via purchase order. Invoices must be submitted against each purchase order.

2.16 PAYMENT/ INVOICES

Payment terms will be considered as net forty-five (45) days from the date of satisfactory delivery at the designated place of acceptance or from the receipt of a correct invoice at the specified office, whichever occurs later. The invoice must provide sufficient details to demonstrate compliance with the terms and conditions of the contract. Upon completion of services, the relevant department will evaluate the services provided to ensure they meet the specifications. Failure by the awarded Consultant to fulfill their responsibilities as outlined may result in one or more actions, as determined by the City:



- Payment withholding of partial or entire amount.
- Compensation deemed acceptable by the City due to non-performance.

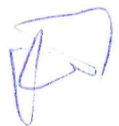
2.17 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Consultant's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultant's qualifications.

2.18 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Consultant's proposal.

END OF SECTION 2



SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools. Additionally, the U.S. Navy and Coast Guard maintain a presence in Key West.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

The City operates under a commission-manager form of government, with six district Commissioners and one Mayor elected at large. The City Commission appoints members to various volunteer boards and commissions, which are responsible for carrying out duties outlined by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, and the Tree Commission. Additionally, the City Commission appoints Special Advisory Committees to provide community input on specific issues and projects as needed. Current advisory boards include the Key West Bight Management District Board, Parks & Recreation Advisory Board, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board, and the Environmental Sustainability Board.

3.2 SCOPE OF SERVICES

The City of Key West places a high priority on protecting and enhancing its water quality, recognizing that a healthy marine ecosystem supports the local economy while contributing to environmental integrity and quality of life, and, pursuant to Ordinance No. 22-07, § 1 (April 5, 2022), seeks to engage a certified, independent, and qualified water quality monitoring expert or governmental entity to develop a comprehensive program—utilizing targeted testing, proven methodologies, and compliance with local, state, and federal regulations, including monitoring of violations identified in Chapter 80-2—that will produce actionable data to guide the creation of policies, programs, and practices aimed at improving and preserving water quality.

The Consultant acknowledges that the scope of work provided in this RFP represents the general requirements and objectives for the project but does not constitute an exhaustive list of all tasks, services, or deliverables that may be required. The Consultant is responsible for conducting a thorough review of the project's needs and will provide all necessary services, expertise, and support to fulfill the project's goals, even if not explicitly mentioned in the scope.

Any additional work, tasks, or services required to complete the project in full compliance with the objectives, industry standards, and applicable regulations shall be deemed the responsibility of the Consultant and will be provided at no additional cost, unless otherwise agreed upon in writing by both parties.

A. Geographic Areas of Concern (GOC): The Consultant will be responsible for conducting water quality testing across several key areas within the Key West waterways, including waterway identified in Chapter 80-1, but not limited to:

- **Key West Harbor & Outer Harbor**
 - Waters surrounding the Key West waterfront and marinas.
 - Includes popular recreational areas such as beaches and docks.
- **Florida Keys National Marine Sanctuary (FKNMS)**
 - Waters within the sanctuary boundaries, with particular focus on areas prone to high human activity and potential chemical runoff.
- **Stock Island Channel**
 - Waters adjacent to Stock Island, including potential runoff areas from residential and industrial sources.
- **Shoreline Areas**
 - Including coastal wetlands and mangrove habitats around Key West to test for pollutants that may affect sensitive ecosystems.
- **Swimming Beaches**
 - Including but not limited to: Smathers Beach, Rest Beach, Higgs Beach, Fort Zachary Taylor beach, South Beach, and Dog beach. Focus on testing for bacteria and other health related pollutants, especially in areas highly frequented by residents and visitors.

Task 1) Review current relevant data across all GOCs and Identify Opportunities

In order to advise on a comprehensive water quality program, all relevant data shall be summarized in layman's terms to help the citizens of Key West understand what pollutants are of highest concern in each GOC. Recommendations on water quality design to capture the extent of those pollutants will be presented to the City Commission for feedback and prioritization.

Task 2 Identify Actions that may Mitigate Pollutants

With feedback from Task 1, create a list of actions which may mitigate the identified pollutants.

The list will include definition of the scope of those actions, their estimated costs and postulated effect on the pollutant(s). Recommendations will be presented to the City Commission for feedback and prioritization.

Task 3 Design Water Quality Monitoring Programs

Using the feedback obtained from Tasks 1 and 2, the Consultant shall develop a comprehensive Water Quality Monitoring Program designed to measure both the baseline levels of prioritized pollutants and any changes resulting from the proposed mitigation actions. The Program shall include detailed line-item costs for each sampling scenario, along with clearly stated goals for every monitoring activity. Final recommendations will be submitted to the City Commission for review and selection.

The Water Quality Monitoring Program must ensure that the pollutants identified in Chapter 80 of the City of Key West Code of Ordinances are included as testable parameters. The Water Quality Monitoring Program is encouraged to incorporate turbidity testing consistent with Florida's surface water quality standards (e.g., Nephelometric Turbidity Units [NTU] relative to natural background conditions) to enhance the assessment of water quality conditions. Where turbidity testing is included, sampling sites should be representative of each Geographic Area of Concern (GOC) and conducted in conjunction with other core water quality parameter measurements to provide context for potential pollutant sources and environmental impacts.

A) Beach Monitoring: The City has identified bacteria as a pollutant of concern at the Swimming Beaches GOC. Currently, the Florida Department of Health (FDOH) monitors four beaches within the City of Key West: Smathers Beach, Fort Zachary Taylor State Park, Higgs Beach, and South Beach. Monitoring is conducted every other week and tests for generic *Enterococcus* species. This testing does not distinguish whether the bacteria originate from human activity or other animal sources. At certain times of the year, specific beaches receive "Poor" ratings more frequently than others.

In the short term, the City intends to increase the frequency of testing, expand the number of testing locations, and enhance public education on current water conditions and recent trends. In the long term, the City plans to develop a more comprehensive beach water quality monitoring program aimed at identifying the sources of pollutants and implementing targeted strategies to mitigate them at the source.

B) Pollutants: The City of Key West, per City Ordinance Sec. 80-2, deems it unlawful for any cruise ship holding more than five hundred (500) passengers and such cruise ship owner(s), to deposit, place, or discharge any pollutant into the waterways of the City of Key West. Thus, the City requires a water quality monitoring program that monitors cruise ship pollutant discharges to ensure compliance with this prohibition and protect the integrity of its marine environment. Pollutant, per City Ordinance Sec. 80-1, is defined as; ballast, dunnage, untreated sewage, garbage, liquid or solid matter, oil, gasoline, residuum of gas, calcium, carbide, trade waste, tar or refuse,

or any other floating matter or scum on the surface of the water, obstruction on the bottom of the waterways, or odors or gases of putrefaction as such discharge is defined as a pollutant by state or federal law.

Task 4: Increase Availability of Recent Beach Reports

The City wishes to double the current FDOH beach water quality sampling at all 4 beaches from every testing other week to testing once per week. The sampling must mirror exactly the current sampling regimen followed by FDOH to ensure that all sampling conducted is comparable. (Consultant should collaborate with FDOH)

Task 5: Increase Community Knowledge of Data/ Beach Report Implications

Summarize trends in data geographically and seasonally to guide beach use.

Advise on educational messages regarding these trends and FDOH beach Water Quality Categories to help swimmers understand their swimming risks.

Task 6: Assist with Design of New Beach Water Quality Monitoring Plan

Collaborate with the City's Water Quality Improvement Plan members and other relevant technical experts to design a more detailed water quality monitoring plan.

3.3 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

The City requires Consultant's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

Tab 1. Cover Letter and Executive Summary

The cover letter shall contain the Consultant's name, address, telephone number, and the name of the Consultant's contact person(s). It shall introduce the company including a brief overview of the firm's history, the corporate name, address and telephone number of corporate headquarters and the local office, number of years in business, names of principals and number of employees.

Indicate the State in which Consultant is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida. Include a reproduction of Corporate Charter Registration, if applicable.

Identify the primary person responsible for this proposal. Briefly state the Consultant's understanding of the work to be done and make a positive commitment to perform and complete the services. This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

The Consultant shall provide a narrative outlining the firm's qualities and capabilities, demonstrating how the firm will collaborate with the City to meet the requirements of the services requested. The narrative should also detail the proposed approach to completing the work and reflect a clear understanding of the project requirements.

Tab 2. Qualifications and Relevant Experience

The Consultant shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

Describe the qualifications and experience of the project manager, key staff, and sub-contractors related to providing the requested services.

Identify members of the project team and their anticipated roles for this project and provide a summary of their previous experience. Include staff, as well as sub-contractors that will have key roles in the *team organization chart*. Provide concise, yet detailed, resumes for key team members. Provide staff information regarding areas of specialization, and any other pertinent information in such a way to reasonably evaluate the firm's stability, strengths, and experience level. Make a statement of commitment that the team will remain committed to the project until completion.

The Proposer shall also provide a project history of the firm or organization demonstrating qualifications and experience with services that are similar in scope and size to the requested services. The proposal shall include, but not limited to, information regarding combined team experience.

- Experience and expertise in conducting water quality and biological sampling and monitoring
- Experience in managing water quality data
- Experience and ability to collect environmental samples in accordance with Florida Department of Environmental Services (FDEP) Standard operating procedures
- Experience deploying and collecting data
- Experience in conducting surface water sampling
- Experience in maintaining and calibrating field meters that measure dissolved oxygen, pH, temperature, specific conductance, and salinity
- Experience in performing laboratory analysis (either by Consultant or subconsultant), including laboratory certifications and method detection limits.

Also included:

- Staff Qualifications
- Safety/Hazardous Waste Plan



- Quality Assurance Program
- NELAC Audit Results
- Number of Analyses

Tab 3. References and Quality of Past Performance on Similar Projects

The Consultant shall provide a list of past projects indicating the following:

- Name and full address of the referenced project client
- Name and telephone number of client contact for referenced project
- Date of initiation and completion of contract
- Summary of the project and services

In this section, please include at least two (copied) letters of reference from a former client which describe the services performed and the client's satisfaction with the services provided. Letters of reference are preferred, however, if the client desires to include firm surveys completed by clients, they will be considered. Letters of reference from a government (public entity) client are preferred.

Reference information must describe the projects and include project budget (limit to one (1) page per project). Also provide the name, address, position, e-mail address and telephone number of the project coordinator. A reference contact person must be someone who has personal knowledge of the Consultant's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that the City may check references.

Tab 4. Project Approach

Project Approach

Describe your firm's understanding, approach and best practices in the processes, from initial planning through field work and final deliverables. Describe the firm's capabilities and approach toward this project, including your proposed work program, schedule, and any other activities that will be necessary to complete the scope of services.

Include a proposed activity schedule and include any *innovative methods or concepts* that might be particularly helpful in accomplishing this project.

Provide a statement of acknowledgement that the Consultant *understands this project and its scope of services and goals*.

The Consultant shall be responsible for providing monitoring services. The Consultant shall provide a schedule of activities and details on the type of activities to be provided.

Operations Plan: Present a plan of how the tasks in the Scope of Work will be accomplished. The plan should discuss management and communication methods and these items:



- **Organization and coordination of field staff and support staff.** Please identify who does what and the amount of time they are dedicated to the project. Will teams or single staff be collecting field samples and data? What is the plan if injuries or illness prevents primary team members from working on this project? List any planned subcontractor(s) or back up staff (if applicable) and their role(s).
- **Scheduling Activities.** Sampling schedules are to be submitted by the Consultant and must follow the scheduling requirements indicated in the Scope of Work. Sampling must be scheduled for Monday through Thursday excluding any federal holidays. All tasks for each station must be completed on the same day and some stations must be sampled on the same day as a group. How will the Proposer schedule the work? How will sites missed due to high water, weather, equipment failure, etc., be rescheduled within time frames? Example schedules may be submitted, but are not required.
- **Field data entry, QA, and correction procedures. Quality Assurance/Quality Control (QA/QC) Methods.** Is the Consultant familiar with standard sample submission requirements? Who will enter and verify field data? When will data be entered to insure necessary information is received before samples are checked in at the lab? How will data submitted be QA'd and verified? What specific internal procedures are in place to minimize errors submitted? How will errors be corrected? A valid Quality Plan / sampling protocols for sampling organization(s) covering types of sampling and monitoring to be conducted under this RFP.

Project Management

Management and communication methods

- **Equipment:** List all major equipment (vehicles, boats, meters, coolers for shipping samples, DI water availability, water sampling equipment, filtration devices, portable generator, hoses, pumps, artificial substrate samplers, dip nets, microscopes, stocks of calibration standards) and condition of the equipment to be used to accomplish the project goals. Indicate if the equipment is currently owned and used by the Consultant, or whether the equipment will be rented, borrowed or bought pending selection. Include how sampling will continue if primary equipment fails, including any back up equipment that may be used.
- **QA/QC Methods and Quality Assurance Manual:** Submit a copy of the Consultant's Quality Assurance Manual in accordance with 62-160, F.A.C. including staff training and certifications such as completion of Florida Department of Environmental Protection (FDEP) water sampling training. Training for FDEP water sampling must have been completed after the release of the last SOP revision (March 1, 2014) and certifications must be current within expiration dates.

- **Laboratory Analyses:** Laboratory methods and certifications must demonstrate that minimum detection limits are sufficient to evaluate water quality targets in the Florida Keys Reasonable Assurance document.
- **Subcontractor Documentation:** Failure to submit subcontractor documentation may result in the disqualification of that particular subcontractor's qualification from consideration in the response package

Tab 5. Other Information / Value Added Options / Contract Deviations / Other Clients/ Local Familiarity

Other Information: add any additional information that may help in the evaluation of the services offered.

Value Added Options: Describe any value-added options that may make the project more effective or more cost efficient.

Describe your firm's familiarity with the City of Key West, previous marine work in the City or similar communities, and the constraints and opportunities.

Describe the firm's completed projects for clients in the United States, Florida, in the Southeast region of the United States and for state and local government clients, particularly in Monroe County.

Consultants shall provide any additional project experience that will give an indication of the Consultant's overall abilities.

If the Consultant will require any other information from the City not included in this Request for Proposal or require from the City any information in a particular computerized format in order to carry out the Scope of Work, the Consultant shall also include such request in this section, i.e. Tab 5.

The proposer must disclose any current or past engagements—such as contracts, partnerships, consulting work, employment, or advisory roles—that may be affected by, or present a conflict of interest with, the scope of work described in this contract.

Tab 6 – Cost Effectiveness

Provide a cost schedule for the duration of the contract/project. The schedule shall specifically identify all rates to be charged for the required services and provide a total cost for each task specified in the scope based on the required services and deliverables. Any reimbursable fees or other costs should be identified and included in the fee proposal. In addition, provide a list of any

additional costs that will be charged by your firm for providing the requested services within the defined Scopes of Services.

The cost proposal is one of the criteria considered in the final recommendation; however, it is not the only factor in the selection process. Other factors, such as expertise, experience, and the proposed approach to the project, will also be taken into account.

Tab 7 Project Schedule and Deliverables

The Consultant shall set forth a schedule clearly identifying the tasks to be completed, the amount of time to complete, and approach to work. Describe the project reports that will be submitted and the experience of your staff in generating those deliverables.

The proposal shall clearly specify when sampling visits are made, and that such costs are included in the overall costs.

Tab 8 Litigation

Please provide the following information:

- A list of the person's or entity's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- A list of the officers and directors of the entity;
- The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
- The number of years the person or entity has operated under its present name and any prior names;
- Answers to the following questions regarding claims and suits:
 - a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? If yes, provide details;
 - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;
 - c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications

with private or public entities? If yes, provide details;

d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? If yes, provide details;

e. Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;

f. Customer references (minimum of three), including name, current address and current telephone number;

g. Credit References (minimum of three), including name, current address and current telephone number; and

h. Financial statements for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity.

Tab 9. City Forms

Consultants shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

Forms:

- Anti-Kickback Affidavit
- Public Entity Crimes Form
- City of Key West Indemnification Form
- Equal Benefits for Domestic Partners Affidavit
- Cone of Silence Affidavit
- Non-Collusion Affidavit
- Local Vendor Certification
- City of Key West E-Verify Affidavit
- Noncoercive Conduct Affidavit
- Scrutinized Companies Certification

Tab 10 – Project Location and Local Preference

Include in this section the location of the main office, the location of the office proposed to work on this project, and a discussion of the following as it pertains to your proposal:

A local preference may be assigned as follows:



For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.

Any Consultant claiming a local preference as defined in the city of Key West Code Sec. 2-798 must complete the *Local Vendor Form* and attach it to the proposal.

3.4 ASSIGNMENT

The awarded Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

3.5 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Consultant, and Awarded Consultant reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Proposer, reparations must be paid to the City in the amount of 50% of the contract amount.



END OF SECTION 3

SECTION 4
AFFIDAVITS AND CERTIFICATIONS

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence Affidavit
6. Non-Collusion Affidavit
7. Local Vendor Certification
8. City of Key West E-Verify Affidavit
9. Noncoercive Conduct Affidavit
10. Scrutinized Companies Certification

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this _____ day of _____ 20____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)
3. My name is _____
(please print name of individual signing)
and my relationship to the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.



6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or

10/7

affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONSULTANT: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____ 20 ____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. **Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.**
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____

Phone: _____

Current Local Address: _____

Fax: _____

(P.O Box numbers may not be used to establish status)

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Title or Rank



THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies its compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

Date

(Signature of Authorized Representative)

State of _____

County of _____

Personally Appeared Before Me, the undersigned authority, _____ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this _____ day of _____, 20____.



Signature, Notary Public

Commission Expires

Stamp/Seal:

gch

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____
(Name and Title)

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____



Title: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: _____

Print Name

Print Title

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____



END OF SECTION 4



EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on Consultant's Liability policies with the exception of Consultant's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 Consultant shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If Consultant fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if Consultant refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, Consultant shall promptly authorize and have delivered such statement to the City.
- 1.07 Consultant authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with Consultant's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of Consultant shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of Consultant in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of Consultant under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the

Consultant have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of Consultant. No personal property owned by City used in connection with these business activities shall be considered by Consultant's insurance company as being in the care, custody, or control of Consultant.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, Consultant shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of Consultant.
- 1.17 If Consultant utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, Consultant will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of Consultant. In addition, Consultant will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for Consultant contained within this Agreement. Consultant shall obtain Certificates of Insurance comparable to those required of Consultant from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Consultant for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by Consultant unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	



If Consultant has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, Consultant will be required to issue a formal letter (on Consultant's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by Consultant on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by Consultant for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by Consultant as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury &	
Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident

If Consultant does not own any vehicles, this requirement can be satisfied by having Consultant's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Fire and Allied Property Insurance shall be maintained by Consultant insuring all water quality monitoring equipment. Coverage shall be provided on an "All Risk" basis to include the perils of Wind and Flood. The minimum acceptable limits shall be the full Replacement Value of the water quality equipment.



Addendums



ADDENDUM NO. 1
Re-Bid: Water Quality Monitoring Program
RFP 25-020

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the following items:

1. Clarification:

1) Original Clause:

The City has defined the term “independent” as follows:

For the purposes of this solicitation, the term “independent” is defined by the City as referring to unbiased, unaffiliated third parties who are capable of performing water quality monitoring and reef restoration services free of any conflict of interest. This includes having no current or pending contractual obligations with the City of Key West that could reasonably be perceived to impair objectivity, independence, or the ability to act solely in the public interest.

Updated Clause:

The clause has been revised as follows:

For the purposes of this solicitation, the term “independent” is defined by the City as referring to unbiased, unaffiliated third parties who are capable of performing water quality monitoring services free of any conflict of interest. This includes having no current or pending contractual obligations with the City of Key West that could reasonably be perceived to impair objectivity, independence, or the ability to act solely in the public interest.

2. Changes to Submission Requirements: [No Changes]

3. Updates to Project Timeline: [No Changes]

4. Responses to Questions:

Questions and Answer provided by Engineer of Record (EOR):

- 1) Question: Does this mean that the consultant has to be capable of performing reef restoration services, in order to be considered an "certified, independent, and qualified" pursuant to Sec. 2.1. of the RFP?

1. *Please refer to the clarifications provided above.*

- 2) Was this an unintended error or typo?

1. *Verbiage was included in error, this clause has been updated, please see above (clarification).*

- 3) Can it be corrected now that the RFP has been published?

1. *Updated via Addendum #1*

5. Additional Resources: [No Changes]



Signature

RES Florida Consulting, LLC

Name of Business



ADDENDUM NO. 2
Re-Bid: Water Quality Monitoring Program
RFP 25-020

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the following items:

1. **Clarification:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**

Questions and Answer provided by Engineer of Record (EOR):

- 1) Question: Could you please confirm if there is a preferred analysis suit for this project?

1. There is no preferred analysis suite identified in the RFP. Instead, proposers are encouraged to use laboratories and methods that comply with EPA and State of Florida requirements.

5. **Additional Resources:** [No Changes]

Signature

RES Florida Consulting, LLC "RES"

Name of Business

Lab Certifications



State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that



E35834

EUROFINS FLORIDA KEYS
3980 OVERSEAS HIGHWAY SUITE 103
MARATHON, FL 33050

has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - MICROBIOLOGY

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2025 Expiration Date: June 30, 2026



Marie-Claire Rowlinson, PhD, D(ABMM)
Bureau of Public Health Laboratories
DH Form 1697, 7/04

NON-TRANSFERABLE E35834-35-07/01/2025
Supersedes all previously issued certificates



Laboratory Scope of Accreditation

Attachment to Certificate #: E35834-35, expiration date June 30, 2026. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: **E35834**

EPA Lab Code: **FL01174**

(305) 743-8598

E35834

**Eurofins Florida Keys
3980 Overseas Highway
Suite 103
Marathon, FL 33050**

Matrix: **Drinking Water**

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
2525	Escherichia coli	SM 9223 B	20037676	Microbiology	8/4/2015
2500	Total coliforms	SM 9223 B	20037676	Microbiology	8/4/2015

Lab Audit



Laboratory Scope of Accreditation

Attachment to Certificate #: E35834-35, expiration date June 30, 2026. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: **E35834**

EPA Lab Code: **FL01174**

(305) 743-8598

E35834

**Eurofins Florida Keys
3980 Overseas Highway
Suite 103
Marathon, FL 33050**

Matrix: **Non-Potable Water**

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
1555	Carbonaceous BOD (CBOD)	SM 5210 B-2016	20135039	General Chemistry	1/4/2024
2520	Enterococci	ENTEROLERT / QUANTI-TRAY	60030208	Microbiology	6/28/2016
2525	Escherichia coli	SM 9223 B-2016 (Colilert 20037701 QT)		Microbiology	1/4/2024
2530	Fecal coliforms	COLILERT®-18 (Fecal Coliforms)	60002688	Microbiology	6/28/2016
1960	Residue-nonfilterable (TSS)	SM 2540 D-2020	20051029	General Chemistry	7/1/2025
2500	Total coliforms	SM 9223 B /QUANTI-TRAY	20211603	Microbiology	6/28/2016



STATE OF FLORIDA DEPARTMENT OF HEALTH


STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
1.	<p>TNI V1M2-4.3.2.1: A master list or an equivalent document control procedure identifying the current revision status and distribution of documents in the management system shall be established and shall be readily available to preclude the use of invalid and/or obsolete documents.</p> <p>The laboratory's master list of documents, <i>Eurofins Orlando SOP Tracking</i>, identified the current SOP OR-WE-004 as revision 0, effective 2/2/2023; however, revision 1, effective 4/17/2024 was the current revision in use.</p>	<p>The Master list for Eurofins Orlando's SOPs had not been updated to reflect the most current version of working SOPs.</p> <p>QA was creating a new tracking system and had not populated the Master list with the most updated revisions.</p> <p>A new Master list is now available which will also show the status of the revisions.</p> <p>See attachment #1</p>	6/28/2024
2.	<p>TNI V1M2-4.13.1.2: All records shall be legible and shall be stored and retained in such a way that they are readily retrievable and to prevent loss.</p> <p>Laboratory staff stated monthly sealer checks had been performed; however, records could not be retrieved prior to March 2024.</p>	<p>Documentation could not be provided to validate the IDEXX Sealer was being checked monthly for leaks.</p> <p>Log books had been provided by the QA team to capture the required QC data. However, the sealer checks were not properly documented.</p> <p>The 2023 internal audit, conducted via TEAMS, failed to verify the logbooks were capturing this information.</p> <p>An updated form, QAF-04, was received by the Florida Keys Lab on May 6, 2024 to record the sealer checks. Monthly Sealer checks are scheduled for the same day as Monthly DI H2O checks are performed.</p> <p>See attachment #2</p>	5/6/2024
3.	<p>TNI V1M2-4.13.3.e: Access to archived information shall be documented with an access log.</p> <p>An accompanying archived access log could not be retrieved for archived records retained on-site.</p>	<p>No archived logbook sign out sheet was available to sign out archived logbooks.</p> <p>The document QAF-15 Archived Logbook sign out form was provided to the laboratory by QA. However it was not placed where it could be accessed or associated with the archived logbooks.</p> <p>Archived logbook sign out sheet is now next to the archived logbook box for use when archived logbooks are retrieved and reviewed.</p> <p>See Attachment #3</p>	4/30/2024

SIGNATURE:


Responsible Official
(Technical Director, QA Officer, or Manager)

DATE


7/1/2024

Page 1 of 4



STATE OF FLORIDA DEPARTMENT OF HEALTH

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
4.	<p>TNI V1M2-4.13.3.f.ix: All information necessary for the historical reconstruction of data shall be maintained by the laboratory including sample preparation.</p> <p>Biochemical oxygen demand data records did not include sample temperature prior to making dilutions; instead, a check mark was recorded if sample temperatures were $20 \pm 3^{\circ}\text{C}$.</p>	<p>Previous CBOD logbooks only prompted to acknowledge that sample temp and dilution water temperatures were within the required temperature of $20 \pm 3^{\circ}\text{C}$. Previous CBOD logbooks did not have a column to record individual sample temperatures.</p> <p>A new CBOD logbook was created and put into use with a column to record the sample temperature prior to dilutions.</p> <p>Form QAF-25 Procedure Change Directive was initiated to add to the next SOP revision.</p> <p>See attachment #4a and 4b</p>	<p>6/11/2024</p> <p>7/1/2024</p>
5.	<p>TNI V1M2-5.5.13.1.a.ii: The laboratory shall maintain records of established correction factors to correct all measurements.</p> <p>Laboratory management stated the correction factors associated with the reference thermometer had not been applied when performing working thermometer calibrations. Note: the certificate identified correction factors of $+0.5^{\circ}\text{C}$ for 0°C and -0.1°C for 100°C.</p>	<p>Thermometer calibration records could not be verified at the time of the audit. Records were not available for review.</p> <p>The laboratory was able to locate the archived and current temperature verification records for working thermometers.</p> <p>The listed thermometer S/N 3*10330 has a correction factor of $+0.01$ and $+0.02$ degrees C. When the correction factor is added into the thermometer readings for correction – the laboratory temperature remains the same. No data is impacted.</p> <p>The laboratory policy is to now scan documents into their local QA folder and email a copy to the QAM for filing.</p> <p>See attachments 5a thru 5d</p>	<p>6/18/2024</p>
6.	<p>TNI V1M2-5.5.13.1.d: Temperature measuring devices shall be calibrated or verified at least annually.</p> <p>Calibrations could not be retrieved for Thermometer #4 (used in fecal coliform testing) or Thermometer #25 (used in total suspended solids testing).</p>	<p>Thermometer calibration records could not be verified at the time of the audit. Records were not available for review.</p> <p>The laboratory was able to locate the archived and current temperature verification records for working thermometers.</p> <p>The laboratory policy is to now scan documents into their local QA folder and email a copy to the QAM for filing.</p> <p>See attachments 5a and 5b</p>	<p>6/18/2024</p>

SIGNATURE: _____

Responsible Official
(Technical Director, QA Officer, or Manager)

DATE

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STATE OF FLORIDA DEPARTMENT OF HEALTH

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
7.	<p>TNI V1M4-1.6.2.1.e: The laboratory shall document each initial demonstration of capability in a manner such that the following information is readily available for each affected employee including the identification of laboratory-specific SOP used for analysis, including revision number.</p> <p>The demonstration of capability performed by James Lefkoski for analysis of total suspended solids, dated 4/18/2024, identified SOP OR-WE-004 as the SOP associated with the demonstration. The actual SOP used was OR-WE-005. In addition, the revision number of the SOP had not been included.</p>	<p>The Analyst Demonstration of Capability signature sheet listed the TSS SOP as OR-WE-004.</p> <p>The Laboratory Manager incorrectly referenced SOP OR-WE-004 when it should have been OR0WE-005 R0 for JLL's IDOC for TSS SM2540D.</p> <p>The laboratory manager corrected the IDOC training record to reflect the correct SOP and the current revision of OR-WE-005 R0.</p> <p>See Attachment #7</p>	6/17/2024
8.	<p>TNI V1M5-1.7.3.3: For methods that specify counts (i.e. cfu/100mL or MPN/100mL), duplicate counts shall be performed monthly on one positive sample for each month that the test is performed.</p> <p>Laboratory management stated duplicate counts had not been performed by James Lefkoski for fecal coliform analysis. Records of duplicate counts for the analyst could not be retrieved.</p>	<p>Laboratory bench sheets did not record double counts for the second trained analyst for Fecal coliforms.</p> <p>Jay had recently been trained and performed his IDOC's for Fecal Coliform. Thomas is setting up the microbiology samples M-F with his own readbacks.. Jay sets up samples on the weekends which are typically undetected.</p> <p>Starting May 13th, the positive quantity trays are stored in the refrigerator until Jay can recount and document his counts in the log book. This procedure also includes Enterolert samples.</p> <p>See Attachment 8a and 8b.</p>	5/8/2024
9.	<p>Standard Method 9223 B (IDEXX Colilert-18):</p> <p>If sample is not already at 33-38 °C, place the bottle in a 35°C water bath for 20 minutes, or alternatively, in a 44.5°C water bath for 7-10 minutes.</p> <p>Total coliforms and <i>E. coli</i> batch dated 4/13/2024 indicated the samples had been</p>	<p>The batch of P/A SM 9223 B on 4/13/2023 was held in the pre heating water (44.5 deg C) for three hours and 15 min.</p> <p>Analyst was distracted and was not aware of the time laps. This was an anomaly of the analyst normal practice.</p> <p>A timer is now used to remind the analyst of the 7-10 minute incubation requirement.</p>	5/1/2024

SIGNATURE:

Cynthia LaRose
Responsible Official
(Technical Director, QA Officer, or Manager)

7/1/2024
DATE

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STATE OF FLORIDA DEPARTMENT OF HEALTH


STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
	placed in the 44.5°C water bath for three hours and 15 minutes.	Form QAF-25 Procedure Change Directive was initiated to add to the next SOP revision. See Attachment 9	7/1/2024

SIGNATURE:


Responsible Official
(Technical Director, QA Officer, or Manager)


DATE

Page 4 of 4

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

PLEASE FOLLOW THESE INSTRUCTIONS:

In completing the laboratory's section of this form, you should closely observe the following:

1. Review the instructions.
2. Complete the form legibly.
3. Each deficiency is consecutively numbered with an I.D. Prefix Tag. Your plan of correction should repeat these numbers for identification of each deficiency in the I.D. Prefix Tag Column.
4. Reply to each deficiency cited by reporting the specific action you have taken to effect compliance and enter the corrective action below the deficiency. Use attachments if necessary. Enter the date it was accomplished in the Completion Date Column (4).
5. For any item which has not yet been corrected, report the specific action you intend to take to correct the deficiency. Enter the anticipated date of completion in the Completion Date Column (4).
6. You must present a realistic plan with reasonable time frames based upon the extent and nature of the deficiencies cited.
7. There should be no statements which can be construed as defaming some other party, such as another institution, employees of the institution, etc.
8. You should frame your plan of correction in language that can be readily understood by the lay person.
9. If you do not concur with any of the deficiencies stated, your rationale to support this position must be indicated on the form.
10. The form must be completed, signed and dated by a responsible official.
11. The original must be returned within thirty (30) calendar days. Retain copy for your files.
12. Failure to submit a timely reply will leave the Bureau of Public Health Laboratories no alternative except to submit a finding of non-compliance and deny or revoke certification.



July 26, 2024

FDOH ID #E35834

Eurofins Florida Keys
3980 Overseas Highway, Suite 103
Marathon, FL 33050

Cynthia:

Attached is a copy of the SAW environmental review of the Plan of Correction. The original plan of correction was received July 1, 2024 from the April 30, 2024 on-site assessment.

I have appreciated working with you and wish you continued success. As always if there any questions please do not hesitate to contact me at (801) 999-8293 or tfrancis@sawenviro.com if I can provide any additional information or assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Francis", with a stylized flourish at the end.

Tony Francis, PhD
Principal

cc: Vanessa Soto Contreras, FDOH

Laboratory: Eurofins Florida Keys

Address: 3980 Overseas Highway, Suite 103, Marathon, FL 33050

ID Number: E35834

Date of Assessment: April 30, 2024

Categories Assessed: Drinking Water – Microbiology
Non-potable Water – General Chemistry, Microbiology

Assessor: Tony Francis, PhD, SAW Environmental

I. INTRODUCTION:

This laboratory was inspected on-site to verify compliance with Florida Administrative Code (FAC) Rule 64E-1, Certification of Environmental Testing Laboratories, which incorporates by reference the 2016 standards adopted at the National Environmental Laboratory Accreditation Conference (NELAC). Conformity with the 2016 standards of the NELAC Institute (TNI) was simultaneously reviewed.

II. DEFICIENCIES:

The original deficiencies were cited and provided to both the laboratory and Florida Department of Health (FDOH) Environmental Laboratory Certification Program on May 29, 2022.

III. PLAN OF CORRECTION:

Eurofins Florida Keys provided a copy of DH Form 1137 as well as their original plan of correction referencing the original documentation. SAW Environmental has reviewed the documentation provided by the laboratory and found it to be acceptable.

DH Form 1137 Itemized Review

1. Acceptable
2. Acceptable
3. Acceptable
4. Acceptable
5. Acceptable
6. Acceptable
7. Acceptable
8. Acceptable
9. Acceptable

Overall, this Plan of Correction was found to directly address the deficiencies cited during the on-site assessment in a manner that should prevent the laboratory from having repeat deficiencies in the future.

IV. CONCLUSIONS:

The laboratory's personnel, procedures, equipment, facilities, and quality system are in compliance with the requirements of FAC Rule 64E-1 and the 2016 TNI Standard.

Drinking Water – Microbiology
Non-potable Water – General Chemistry, Microbiology

The above categories are referenced in 64E-1.007, Florida Administrative Code.