

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2007 (X) Consent () Regular
() Workshop () Public Hearing

Department
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Grant Agreement No. 07PB4 with the Florida Department of Environmental Protection (FDEP) for cost-sharing up to \$144,451 on the Jupiter/Carlin Beach Nourishment Project (Project) through December 31, 2009;

B) approve Task Order No. 2377-16 to a continuing Contract (R2004-2377) with Taylor Engineering, Inc. (Taylor) in the amount of \$287,799.40 for the Jupiter/Carlin Beach Structures Feasibility Study (Study) which examines a long-term erosion control solution for the Project area;

C) approve Budget Amendment of \$144,451 in the Beach Improvement Fund; and

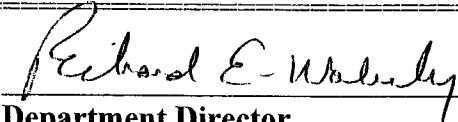
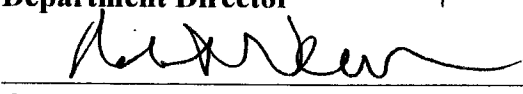
D) authorize the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications and other forms associated with the Agreement, and necessary minor amendments that do not change the scope of work or terms and conditions of the Agreement.

Summary: Under the terms of the Grant Agreement, FDEP will reimburse 50% of the Project costs, including the Study. There is no Federal cost share for this Project. The County share is \$144,451. Reimbursement is retroactive to June 1, 2007. The BCC approved the Contract with Taylor on November 16, 2004 (R2004-2377) and extended the Contract on December 5, 2006 (R2006-2661). Fifteen (15) task orders totaling \$957,056.80 have been issued under the Contract. Task Order No. 2377-16 authorizes Taylor to develop the Study which investigates coastal structural solutions to the chronic erosion that the Project area is experiencing. Taylor is committed to an overall 20% Small Business and Minority Business Enterprise (SBE-MBE) participation in the Contract. There is 7.16% MBE subconsultant participation on this Task Order. District 1 (SF)

Background and Justification (Continued on page 3.)

Attachments:

1. Funding Agreement No. 07PB4
2. Task Order No. 2377-16 with Contract History
3. Contract (pages 1, 17, Fee Schedule)
4. Budget Amendment (3652)

Recommended by:		<u>9/13/07</u>
	Department Director	Date
Approved by:		<u>10/9/07</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>288,902</u>	_____	_____	_____	_____
External Revenues	<u>(144,451)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>144,451</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

FDEP \$144,451
 Beach Improvement Fund \$144,451 (3652/381/M045/3120)

C. Department Fiscal Review: *Y/C* Contract— Feasibility Study: 287,799.40
 Misc.: 1,102.60
288,902.00

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments: Per Contracts, the task order authorization prior to the contract expiration; although, the task order due date is several months afterwards is valid.

OFMB 10-1-07 ON 10/1/07
Contract Development and Control 10/1/07
 This Contract complies with our contract review requirements.

B. Legal Sufficiency:
Maura Fry
 Assistant County Attorney

The associated work order complies with our review requirements.

C. Other Department Review:

 Department Director

Background and Justification (continued from page 1):

In 1991 (R91-311D) and 1999 (R99-74D), the County approved funding agreements with FDEP to cost-share on the Jupiter/Carlin Shore Protection Project. FDEP funding agreement R99-74D expired on September 30, 2005. The Project area is located directly south of the Jupiter Inlet and since 1995, has received sand from two (2) large-scale County beach nourishment projects (1995 & 2002) and multiple sand trap (Jupiter Inlet District) and Intracoastal Waterway (Florida Inland Navigational District) dredging events. Despite these multiple renourishment events, a severely eroded "hot spot" has developed in the northern portion of the project area, and in May 2007, a Park's maintenance building was lost following Sub-tropical Storm Andrea. The Study is intended to explore an engineering alternative such as construction of offshore breakwaters parallel to the project area in order to offer a long-term erosion control solution for this area. Study investigations include evaluation of historic beach performance and collection of new wave and current data in order to develop modeling scenarios. Once modeling is complete, Taylor will coordinate with County Environmental Resources Management staff on the design of the potential structural solutions. An environmental assessment to characterize the natural resources within the project area and permitting of the structural solution are also included in the scope of services.

DEP AGREEMENT No: 07PB4
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
JUPITER/CARLIN BEACH NOURISHMENT PROJECT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and PALM BEACH COUNTY, whose address is 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2743, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, the LOCAL SPONSOR has the capabilities of performing the tasks associated with, and has demonstrated a financial commitment to, the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the JUPITER/CARLIN BEACH NOURISHMENT PROJECT, (hereafter referred to as the PROJECT), as defined in Attachment A (Project Work Plan), attached hereto and made a part hereof, and the LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on December 31, 2009. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this project by the LOCAL SPONSOR or its subcontractor beginning on or after June 1, 2007, may be eligible for cost sharing by the DEPARTMENT.
3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to the release of funds appropriated to the DEPARTMENT.

4

5. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and future requisite authorizations and environmental permits. The PROJECT consists of the implementation of the Jupiter/Carlin shore protection project, including but not limited to the restoration and maintenance of 1.1 miles of Atlantic coast beaches, and associated mitigation and monitoring activities. The PROJECT area is located between DEP reference monuments R13 and R19 in Palm Beach County. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
6. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT task, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work shall include a narrative description of each task, a corresponding detailed budget and a project schedule. Written authorization to initiate each scope of work must be obtained from the DEPARTMENT prior to the initiation of said task. Failure to obtain prior written authorization for a specific task may result in the forfeiture of all retained funds associated with the PROJECT.
7. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

8. TABLE 1

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
1.0	Feasibility Study				
1.1	Coastal Structures	\$0	\$144,451	\$144,451	\$288,902
a.	TOTAL PROJECT COSTS	\$0	\$144,451	\$144,451	\$288,902

9. The DEPARTMENT has determined that 100 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$144,451 for this PROJECT or up to 50 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.
10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible project items that exceed the estimated project costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shall be provided through formal amendment to this Agreement.
11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
11. Paragraph Left Intentionally Blank.
12. Paragraph intentionally left blank.

5

13. As consideration for the eligible work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with Attachment B (Contract Payment Requirements), attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as Attachment C (Request For Payment, PARTS I – III), attached hereto and made a part hereof. These forms may be submitted on a quarterly basis. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31; the request shall be submitted no later than thirty (30) days following the completion date of the quarterly reporting period of each year in which the project is underway. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Manager and the LOCAL SPONSOR'S Project Financial Officer and submitted to the DEPARTMENT as a payment request. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. In such cases where no reimbursement is sought for a given quarter, all applicable portions of Part III of Attachment C, Project Progress Report must be completed and submitted.
14. The DEPARTMENT'S Bureau of Beaches and Coastal Systems shall have thirty (30) days after receipt of each billing to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the billing for payment. It is understood and agreed that any request for reimbursement that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT'S review period and the clock will not resume until such information is received as requested by the DEPARTMENT. Upon approval of the payment request, the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent, which shall be retained on account. The cumulative amount retained for each eligible scope of work shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement, all applicable DEP permits and the applicable scope of work for said item. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT'S Project Manager quarterly project progress reports as updates to a project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period. Schedules may be required to be submitted electronically in an .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included: tasks to be completed, start and finish dates, task duration, actual start and finish dates with actual task duration.
16. Upon completion of the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Attachment D (Completion Certification). A final project certification inspection shall be made by the DEPARTMENT within 60 days after the PROJECT is certified complete by the LOCAL SPONSOR.

17. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.
18. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated therefrom, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
19. The LOCAL SPONSOR's Project Manager for all matters is Richard Walesky, Phone: 561/233-2400. The DEPARTMENT's Project Manager for all technical matters is Rob Buda, Phone: 850/413-7783 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: 850/922-7711 or their successor(s). All matters shall be directed to the appropriate persons for action or disposition.
20. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
21. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.
22. Any and all notices shall be delivered to the parties at the following addresses:

LOCAL SPONSOR

Richard Walesky
Palm Beach County
Environmental Resource Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743
(561) 233-2400

DEPARTMENT

Dena VanLandingham, Grants Program Administrator
Department of Environmental Protection
Bureau of Beaches and Coastal Systems
3900 Commonwealth Blvd., MS 300
Tallahassee, Florida 32399-3000
(850) 922-7711

23. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
24. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

7

25. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment E (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of **Exhibit 1**, the LOCAL SPONSOR shall notify the Department's Grant Program Administrator at 850/922-7711, to request a copy of the updated information.
- B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

26. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
27. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
28. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
29. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

8

30. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, F.S. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
31. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
32. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
33. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
- C. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
34. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.
35. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the solicitation list from which an intended subcontractor was selected. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents, including the solicitation and responses thereto, the bid tabulations and the resulting contract(s), including a detailed scope of work.

36. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.
37. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
38. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the LOCAL SPONSOR's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Agreement.
39. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
40. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally and shall, within seven (7) calendar days, notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, time for performance under this Agreement may be extended, at the discretion of the DEPARTMENT, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
41. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

10

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year last written below.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
* Addie L. Greene, Chairperson

By: Michael L. Bant
Secretary or designee

Date: _____

Date: 9/19/07

FEID No. 59-6000785

ATTEST: Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Dena Vanhardengh
DEP Grant Program Administrator

(Seal)

APPROVED as to form and legality:
[Signature]
DEP Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Richard E. Walesky, Director
Environmental Resources Management

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (1 page)
Attachment	B	Contract Payment Requirements (1 page)
Attachment	C	Request For Payment (3 pages)
Attachment	D	Project Completion Certification (1 page)
Attachment	E	Special Audit Requirements (5 pages)

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ATTACHMENT A

PROJECT WORK PLAN

JUPITER/CARLIN BEACH NOURISHMENT PROJECT

The PROJECT consists of the implementation of the Jupiter/Carlin shore protection project, including but not limited to the restoration and maintenance of 1.1 miles of Atlantic coast beaches, and associated mitigation and monitoring activities. The PROJECT area is located between DEP reference monuments R13 and R19 in Palm Beach County. The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department of Environmental Protection permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the Department's Regional Data Collection and Processing Plan and Geographic Information System Plan, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. These plans may be found at <http://www.dep.state.fl.us/beaches/>. Three (3) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Task No: Eligible Project Item:

1.0 Feasibility

1.1 Coastal Structures

Taylor Engineering, Inc. has been retained by Palm Beach County ERM to develop potential solutions with an emphasis on coastal structures to the chronic erosion experienced by the shoreline immediately south of Jupiter Inlet in Palm Beach County. In addition, the SOW will determine the feasibility of federal involvement in the project. Specific tasks associated with these efforts include: Evaluating historic beach performance, evaluating changes in beach behavior, determining beach performance improvement targets and modeling scenarios, data collection, model setup, calibration and validation, evaluating design alternatives, developing reports, environmental characterization and environmental assessment preparation and state and federal environmental permitting.

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12

ATTACHMENT B

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005) *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of Florida Accounting Information Resource (FLAIR) reports or other detailed reports.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts that include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log that shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

ATTACHMENT C

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: JUPITER/CARLIN BEACH NOURISHMENT PROJECT

Grantee: PALM BEACH COUNTY

DEP Contract Number: 07PB4

Billing Number: _____

Billing Period: _____
Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____ *if applicable	\$ _____	\$ _____	\$ _____
Cost Summary:			
State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Advance Pay	\$ _____	Less Advance Pay	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal Systems approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

14

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT - PART II**

REIMBURSEMENT DETAIL

Name of Project: _____					Billing#	Billing Period:	DEP CONTRACT NUMBER		Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)		
Grantee: _____											
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)	sow/BID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BBCS Project Manager (5,6)	Changes per BBCS Accountant (5,6)	Approved Eligible Cost (5)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Totals for all items on page:											
Item #	Notes and invoice adjustment explanations per item # (5)										
Certification: I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.											
Name/Signature of Project Administrator						Date					
Name/Signature of Project Financial Officer						Date					
Form Instructions:											
(1) Grantee: enter exact amount of check or debit.											
(2) Grantee: enter the subtask ID# from the Eligible Project Item table of the DEP Grant.											
(3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Grantee: Insert this tracking number when applicable.											
(4) Grantee: insert only the amount of vender payment that is assumed to be eligible for DEP cost share.											
(5) Grantee: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the contract and in accordance with state rule.											
(6) DEP staff: Enter the total amount of line item increase or decrease: if the adjustment is a decrease, precede the amount with the "-" (minus) sign.											

15

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**REQUEST FOR PAYMENT - PART III
PROJECT PROGRESS REPORT**

Name of Project: JUPITER/CARLIN BEACH NOURISHMENT PROJECT

Grantee: PALM BEACH COUNTY

DEP Agreement Number: 07PB4

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task Eligible Project
No: Item:

1.0 FEASIBILITY STUDY

1.1 Coastal Structures

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16

ATTACHMENT D

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

PROJECT COMPLETION CERTIFICATION

Name of Project: JUPITER/CARLIN BEACH NOURISHMENT PROJECT

Grantee: PALM BEACH COUNTY

DEP Agreement Number: 07PB4

*I hereby certify that the above mentioned project has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department of Environmental Protection and grantee, and all funds expended for the project were expended pursuant to the Project Agreement.

Name of Project Manager

Signature of Project Manager

Date

17

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources, received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

19

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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20

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless the date is extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1796	2006-2007	37.003	Beach Management Funding Assistance Program	\$144,451	140126

Total Award					\$144,451	
--------------------	--	--	--	--	------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Attachment 2

TASK ORDER

TASK ORDER: 2377-16 CONSULTANT: Taylor Engineering, Inc.

ACCOUNT: 3652-381-M045-3120 CONTRACT: R2004-2377, R2006-2661
[Fiscal approval of Budget Availability: Jim Rivera]

PROJECT MANAGER: Kim Zachar PHONE: 561-233-2465

CONTRACT MANAGER: Juan Cueto PHONE: 561-233-2431

PROJECT NAME: Jupiter/Carlin Structures – Feasibility Study

LOCATION/DISTRICT #: Jupiter (District 1)

TASK DESCRIPTION (use additional pages if necessary): The Consultant shall prepare a Feasibility Report to explore engineering alternatives such as offshore breakwaters to resolve long term erosion control, prepare an environmental assessment to characterize natural resource, and prepare permitting of the structural solution, as described in the Scope of Work (SOW).

DELIVERABLES: See scope of work dated 7/11/07.

TASK ORDER TYPE: FIXED PRICE \$285,299.40 DUE DATE: 6/01/2009 (KE)
NOT-TO-EXCEED \$2,500.00

TOTAL AMOUNT \$ 287,799.40 See attached spreadsheet dated 7/11/07
RETAINAGE: \$ 0.00

(Check 1 or both) for Subcontract Amounts: Black Hispanic Women Other (specify)
M/WBE \$ _____ \$ _____ \$ 20,598.00
SBE \$ _____ \$ _____ \$ _____

TOTAL SBE-M/WBE PARTICIPATION: \$ 20,598.00

CONSULTANT REP: [Signature] DATE: 8/31/2007

DIVISION DIRECTOR: [Signature] DATE: 9-13-07

APPROVED AS TO TERMS AND CONDITIONS:

ERM DIRECTOR: [Signature] DATE: 9/13/07

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ASSISTANT COUNTY ATTORNEY: _____ DATE: _____

BOARD OF COUNTY COMMISSIONERS: _____ DATE: _____
Addie L. Greene, Chairperson

23

July 11, 2007

Ms. Kimberly Zachar
Palm Beach County ERM
2300 North Jog Road
4th Floor
West Palm Beach, Florida 33411-2743

Re: Jupiter/Carlin Structures – Feasibility Study
(P2006-102)

Dear Ms. Zachar:

On behalf of Taylor Engineering, I am pleased to submit the following Scope of Services for the above referenced project. Exhibit A contains our proposed Scope of Services, Exhibit B contains our proposed fees, and Exhibit C contains our proposed schedule. Notably, our proposed fees are based on the pending professional rate schedule recently transmitted to Palm Beach County.

We look forward to serving Palm Beach County on this project. Please contact me if you have questions concerning this proposal.

Sincerely,



Kenneth R. Craig, P.E.
Associate Vice President – Coastal & Waterfront Engineering

attachments

EXHIBIT A

SCOPE OF SERVICES

Overview

The shoreline immediately south of Jupiter Inlet in Palm Beach County, Florida suffers from chronic erosion. In an effort to assess the feasibility of reducing these erosional pressures, Palm Beach County ERM requested Taylor Engineering prepare a Scope of Services to develop potential solutions with an emphasis on coastal structures, permit the proposed solution, and determine the feasibility of federal involvement in the project. The following scope provides a sequence of tasks based on discussions with ERM and Mr. Robert Brantly of the Florida Department of Environmental Protection (FDEP).

As noted above, Palm Beach County ERM requested Taylor Engineering determine the feasibility of federal participation in the project. Typically, this involves developing federal benefit/cost (B/C) ratios for the recommended project configuration. However, based on our recent experience with two projects seeking federal participation (Ft. Pierce T-head groins and Walton County SPP), we believe current uncertainties with the Corps' process requires that we recommend delaying development of the federal B/C ratio. The Corps is currently evaluating BeachFX, a new economic/storm impact model, to generate defensible B/C ratios (as part of the National Economic Development, or NED, plan) based on federal standards. Taylor Engineering has worked closely with the Mobile District during the federal feasibility study for Walton County – in essence the Walton County study is beta-testing the BeachFX package. The process has been cumbersome and the software development unfinished. At this point the Corps, particularly at the Division and Headquarters level, hopes to implement BeachFX nationwide. As such, we recommend delaying work on the federal B/C ratio until the Corps has resolved the many outstanding issues with BeachFX.

We divided the remaining work into the nine tasks described below.

Task 1 Evaluate Historic Beach Performance

A key component needed to develop appropriate solutions to the chronic erosion involves understanding the dominant coastal processes affecting the local beaches. Without this understanding, any approach to reducing the erosional pressures lacks a solid scientific basis.

Taylor Engineering will collect and review the extensive existing literature covering the project beaches. This review will provide an historical perspective on past study efforts and allow us to document existing data collected in the area. We will incorporate these data, when appropriate, into later tasks. Examples of existing literature and data include inlet management plans, shore protection project documents, maintenance dredging records, and regional monitoring data and project-specific histories. We anticipate identifying additional resources during this literature review phase. We will contact the following agencies regarding existing literature and data: Palm Beach County, Jupiter Inlet District, Florida Inland Navigation District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration, South Florida Water Management District, Jupiter Island, and the University of Florida and the University of South Florida archives.

Many examples in the existing literature include profile analyses within the project area. To the maximum extent possible, we will incorporate existing profile analyses (MHW position, volume changes) in future work. We will create a comprehensive RMAP database of all available profile data within the project area to facilitate any required future profile analyses. We will provide the final RMAP files to the County for use in future beach management efforts.

In addition to the literature review discussed above, we will collect historic forcing data (winds, tides, currents, waves), tropical cyclone track and parameter data, and project specific data. We will collect, organize, and evaluate these data with regards to application in later tasks. Importantly, we will identify gaps in and limitations of the existing data sets and develop a plan to collect ADCP wave and current data to assist with numerical model validation. Critically, we will coordinate with FDEP and Palm Beach County regarding the details of our data collection plan. The plan will consider seasonal variations in winds, waves, currents, and water surface elevations, suggest preferred mobilization dates, and identify key physical parameters for measurement.

We will compile available bathymetric data into representative datasets of the offshore contours for further analysis. We will apply digital terrain modeling techniques to locate various physical features (e.g., ebb shoal, return bar, tidal channel, sand trap) and track their planimetric evolution in time and space. When possible, we will compare each bathymetric surface to earlier and later surfaces in an effort to assess ebb shoal growth. Notable variations (growth, reduction, translation) in the previously mentioned features likely indicate important changes to the system.

Task 1 Deliverables

Taylor Engineering will submit a report summarizing our Task 1 findings. In essence, with some minor editing, this report will form a chapter of the final project report submittal.

- Electronic RMAP files
- Draft report – digital pdf format for comments
- Final report – submitted at completion of project.

Task 2 Evaluate Changes in Beach Behavior

Task 2 will attempt to correlate observed changes in beach behavior and configuration to known events. Taylor Engineering will determine apparent spatial and temporal changes in beach behavior from the Task 1 results. We will then attempt to correlate the changes to the following events.

- 1) Storm events – particularly in recent years, storm impacts may play a significant role in beach evolution. We will evaluate impacts from storms over the beach profile data's period of record. Much of this information should be directly available from previous monitoring reports.
- 2) Structural modifications – The inlet jetties and subsequent modifications to the jetty, may have affected the beach conditions immediately south of the inlet. We will evaluate changes to the beach system as it corresponds to modifications to the inlet jetties, changes to the inlet sand trap, and evolution of the inlet's ebb shoal complex.
- 3) Operational modifications – several projects fall under this category including sand trap dredging, Intracoastal Waterway dredging, Jupiter Island beach renourishment, and the Jupiter/Carlin federal shore protection project. We will evaluate changes to the system resulting from these various projects.
- 4) Hardbottom exposure – Impacts of nearshore hardbottom exposure on wave field dynamics may result in localized areas of wave focusing. We will compile maps and tables of nearshore reef exposure over time. We will attempt to correlate the extent of hardbottom exposure to development of hotspots within the project area. Successful correlation of a specific area of hardbottom to a specific hotspot location may influence the positioning of future structures.

Task 2 Deliverables

Taylor Engineering will submit a report summarizing our Task 2 findings. In essence, with some minor editing, this report will form a chapter of the final project report submittal.

- Electronic copies of maps and nearshore reef tables
- Draft report – digital pdf format for comments
- Final report – submitted at completion of project.

Task 3 Determine Beach Performance Improvement Targets and Modeling Scenarios

Task 3 will focus on developing a consensus within the project team regarding the goals for modified beach performance and which scenarios we will model in later tasks. Initially, Taylor Engineering will develop a draft list of proposed beach performance improvement targets outlining what we hope to achieve in future tasks. For instance, we could define a minimum beach width, sediment quality standards, offshore extent of the equilibrium toe of fill, and/or maximum offshore location of any new structures. We will meet with ERM staff to discuss the project's overall engineering and environmental goals with the intention of developing permissible design options.

With the performance goals established, we will develop specific engineering scenarios for further analysis in Task 6. To clarify, we define an engineering scenario as including 1) the physical configuration of proposed structures including number, location, length, etc., 2) the appropriate numerical model best able to efficiently resolve the physical processes affected by the structures, and 3) the relevant boundary conditions applied to the model. While each scenario represents an independent analysis, cost savings can and should be realized by considering the group of scenarios together. For instance, although an AdCirc simulation may provide the optimal means of evaluating one scenario and a MIKE21 simulation another, coincident development of two or more complex models would be cost-prohibitive. Therefore, we must select a model robust enough to simulate the design conditions for each scenario.

Based on our experience and discussions with FDEP, we recommend applying the MIKE21 model. FDEP accepts MIKE21 for coastal structures analyses. In addition, MIKE21 includes the flexibility needed to examine the coastal processes relevant to coastal structure design. Specifically, we can simulate non-linear wave/current interactions and sediment transport with MIKE21. As such, MIKE21 provides the best methodology to evaluate various alternatives for the subject project.

ERM has indicated they wish to consider only nearshore breakwaters based on past experience with the Ocean Ridge project. As such, we will limit the scenarios developed for further analysis to such structures. Taylor Engineering will prepare a draft list of proposed engineering scenarios, meet with ERM to refine the list, and submit a final list as part of the Task 3 deliverables. Importantly, we recommend at least one scenario remain "undefined" at this stage in order to provide enough flexibility to assess any unanticipated conditions revealed through the modeling process.

Task 3 Deliverables

Taylor Engineering will submit a report summarizing the beach performance improvement targets. In essence, with some minor editing, this report will form a chapter of the final project report submittal.

- Draft performance targets and engineer scenarios list and report – digital pdf format for comments
- Final report – submitted at completion of project.

Task 4 Data Collection

Task 4 covers local data collection efforts required for model calibration and verification. We will implement the data collection plan developed as part of Task 1. We anticipate collecting water surface elevation, current, wave data as part of this effort. We propose to subcontract the wave data collection effort to Scientific Environmental Applications, Inc. (SEA) (proposal attached). Our preliminary data collection plan includes SEA deploying two wave and current measuring instruments for two separate month-long deployments (winter & summer) offshore of the project area. At a minimum, the instruments will resolve wave height, period, and direction. We will determine the location and dates of deployment as part of Task 1. One Taylor Engineering staff will accompany SEA during instrument deployment and retrieval (total of 4 man-days: 2 deployments x 2 mobs x 1 staff). In addition, Taylor Engineering staff will supplement the data collected at these stationary locations with a boat mounted ADCP to measure local current magnitude and direction at various locations throughout the project area during different tidal stages. These data will fall within the period of record of the offshore gauges and facilitate calibration of the numerical models discussed below. For each deployment, we have budgeted 2.5 man-days for field work (2 staff x 10 hr days) and 2.5 man-days to prep for the deployment, reduce the data post-deployment, and perform QA/QC checks on the data.

All field data collected will conform to a format specified in Task 1. Importantly, all data will undergo, and must ultimately pass, a comprehensive QA/QC review by Taylor Engineering staff. The adopted format will allow rapid importation of the data to various software analysis packages with a minimum amount of user manipulation. As such, we expect the data format will most likely correspond to preformatted ASCII data in comma-delimited format. Proprietary data formats are not acceptable. We will prepare a report documenting the data collection efforts and include a summary of the results.

Task 4 Deliverables

Taylor Engineering will submit a report summarizing our data collection efforts and results. In essence, with some minor editing, this report will form a chapter of the final project report submittal. We will also provide digital copies of the data to Palm Beach County.

- Digital field data CD(s) – 2 copies
- Draft report – digital pdf format for comments
- Final report – submitted at completion of project.

Task 5 Model Setup, Calibration, and Validation

Taylor Engineering will construct baseline versions of the MIKE21 model. We will refine the model domain to an appropriate resolution to examine the relevant physical processes while minimizing any unintended boundary effects for the scenarios considered. We will then calibrate MIKE21 to a known condition by adjusting relevant model parameters. Next, we will perform a validation run to confirm the approach and make any modifications deemed appropriate. We will attempt to quantify expected accuracy represented by the model output. In addition, we will develop and apply analytical methods as backup confirmation of the model results.

Task 5 Deliverables

Taylor Engineering will submit a report summarizing our model setup, calibration, and validation efforts in Task 5. In essence, with some minor editing, this report will form a chapter of the final project report submittal.

- Draft report – digital pdf format for comments
- Final report – submitted at completion of project.

Task 6. Evaluate Design Alternatives

Taylor Engineering will analyze a total of four (4) scenarios in detail as part of Task 6. For each scenario, we will develop a comprehensive package of model documentation including a written summary of the modeling approach and results as well as summary graphics and animations in both digital and hardcopy format. In addition, we will apply analytical methods to confirm that the model results are sensible. Senior staff will review the numerical model and analytical results with a critical eye to provide a common sense evaluation of model performance.

We will evaluate and rank each scenario with regards to its ability to satisfy the beach performance improvement targets developed in Task 3. As part of the ranking, we will develop estimated construction costs for each scenario.

Task 6 Deliverables

Taylor Engineering will submit a report summarizing our Task 6 findings. In essence, with some minor editing, this report will form a chapter of the final project report submittal.

- Draft report – digital pdf format for comments
- Final report – submitted at completion of project.

Task 7 FDEP Reports and Final Report

FDEP requires a series of three reports as part of their coastal structure design approval process (Robert Brantly, personal communication 7/17/06). The first report includes a site assessment, description of available models and data, and a plan to acquire calibration data. We will package our Task 1, 2, and 3 deliverable reports for delivery to FDEP for comments. The second report covers model calibration and verification as well as a critical assessment of the modeling approach. Our deliverables for Tasks 4 and 5 should satisfy the second report requirements. The final report describes the model applications to evaluate design alternatives. The Task 6 deliverable covers this final report requirement. Importantly, FDEP wants to see not just numerical modeling but also analytical methods to reinforce the numerical results.

We will prepare a final report that includes the three FDEP reports plus additional information regarding environmental work, permitting, and overall project summary. We will document recommendations and future project needs.

Finally, we will compile the various report deliverables, incorporate all relevant comments, prepare, and submit the final report.

Task 7 Deliverables

- Draft first report – digital pdf format for comments
- Draft second report – digital pdf format for comments
- Draft third report – digital pdf format for comments
- Final report – five hard copies and digital copy in pdf format; drawing files provided in AutoCAD format with appropriate horizontal and vertical datum information
- Data CD(s) – two copies

Task 8 Environmental Characterization and Environmental Assessment Preparation

Taylor Engineering will combine existing information and limited field investigation, including information collected in Task 1, to characterize the environmental resources within the project area and identify potential impacts related to the recommended solution. We have budgeted one trip to the project site for two Taylor Engineering biologists to observe and document natural resources within the project area. Biologists will photograph the present beach conditions and the exposed nearshore hardbottom to describe the habitat and for inclusion in the permit applications. Taylor staff will swim shore perpendicular transects spaced 100 ft apart. We will provide general descriptions and underwater photography or video to provide information on the extent, relief, and organisms present on the exposed hardbottom. We will also compile and review existing, site-specific information regarding protected species.

Taylor Engineering will prepare an Environmental Assessment (EA) in the standard National Environmental Policy Act (NEPA) format. This document will describe the natural resource communities in the project area and identify potential project impacts to biological resources. The EA will evaluate in detail the effects of the proposed solution and the no-action alternative. We will incorporate the results of the fieldwork described above into the EA. We will include the EA in the permit application (Task 9).

Task 8 Deliverables

- Draft report – digital pdf format for comments
- Final report – five hard copies and digital copy in pdf format

Task 9 State and Federal Environmental Permitting

Taylor Engineering will prepare and submit a Joint Coastal Permit application to FDEP for the recommended structures. Palm Beach County will pay all permit application fees directly to the relevant agencies. As part of the joint submittal process, the FDEP will forward copies of the application to the Corps. We will incorporate the EA from Task 8 into the permit application. We will coordinate with FDEP, the Corps, and associated commenting agencies throughout the application process. Close coordination with FDEP and the Corps during the earlier tasks will help address many of the agency issues prior to application submittal. We have budgeted to address two requests for additional information (RAI) — one major and one minor — to clarify outstanding issues. We have limited our labor to 80 man-hours to address the RAIs.

Task 9 Deliverables

Task 9 deliverables include an initial JCP permit application with supporting documentation, two RAI responses and any permit documents issued as a result of work under Task 9.

END OF SCOPE OF SERVICES

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2006-102: PBC: JUPITER/CARLIN STRUCTURES - FEASIBILITY

TASK 1: Evaluate Historic Beach Performance

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Vice President	12.0	1,728.00	
Director	48.0	5,568.00	
Project Professional	120.0	10,680.00	
Staff Professional	128.0	9,088.00	
Senior Editor	8.0	688.00	
Senior Technical Support	100.0	5,800.00	
Administrative	50.0	2,000.00	
Total Man-Hours	466.0		
Labor Cost			35,552.00
Total Task 1			\$ 35,552.00

TASK 2: Evaluate Changes in Beach Behavior

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Vice President	12.0	1,728.00	
Director	28.0	3,248.00	
Senior Professional	8.0	800.00	
Project Professional	92.0	8,188.00	
Staff Professional	64.0	4,544.00	
Senior Editor	4.0	344.00	
Senior Technical Support	10.0	580.00	
Administrative	18.0	720.00	
Total Man-Hours	236.0		
Labor Cost			20,152.00
Total Task 2			\$ 20,152.00

TASK 3: Determine Beach Performance Improvement Targets & Modeling Scenarios

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Vice President	4.0	576.00	
Director	18.0	2,088.00	
Senior Professional	16.0	1,600.00	
Project Professional	28.0	2,492.00	
Senior Editor	2.0	172.00	
Administrative	16.0	640.00	
Total Man-Hours	84.0		
Labor Cost			7,568.00
Total Task 3			\$ 7,568.00

32

P2006-102: PBC: JUPITER/CARLIN STRUCTURES - FEASIBILITY

TASK 4: Data Collection

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Director	8.0	928.00	
Senior Professional	128.0	12,800.00	
Staff Professional	40.0	2,840.00	
Senior Editor	8.0	688.00	
Administrative	12.0	480.00	
Total Man-Hours	196.0		
Labor Cost			17,736.00
<i>Non-Labor</i>	Units	Cost (\$)	
SEA Subcontract	1.0	38,548.00	
Administration fee (5%)	1.0	1,927.40	
Total Non-Labor Cost			40,475.40
<i>Total Task 4</i>			\$ 58,211.40

TASK 5: Model Setup, Calibration, and Validation

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Vice President	18.0	2,592.00	
Director	36.0	4,176.00	
Senior Professional	196.0	19,600.00	
Staff Professional	196.0	13,916.00	
Senior Editor	4.0	344.00	
Senior Technical Support	48.0	2,784.00	
Administrative	16.0	640.00	
Total Man-Hours	514.0		
Labor Cost			44,052.00
<i>Total Task 5</i>			\$ 44,052.00

TASK 6: Evaluate Design Alternatives

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Vice President	20.0	2,880.00	
Director	40.0	4,640.00	
Senior Professional	300.0	30,000.00	
Staff Professional	200.0	14,200.00	
Senior Technical Support	40.0	2,320.00	
Administrative	38.0	1,520.00	
Total Man-Hours	638.0		
Labor Cost			55,560.00
<i>Total Task 6</i>			\$ 55,560.00

33

P2006-102: PBC: JUPITER/CARLIN STRUCTURES - FEASIBILITY

TASK 7: FDEP Reports and Final Report

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Director	30.0	3,480.00	
Project Professional	72.0	6,408.00	
Senior Editor	8.0	688.00	
Administrative	32.0	1,280.00	
Total Man-Hours	142.0		
Labor Cost			11,856.00
<i>Total Task 7</i>			\$ 11,856.00

TASK 8: Environmental Characterization and Environmental Assessment Preparation

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Vice President	9.0	1,296.00	
Director	24.0	2,784.00	
Project Professional	134.0	11,926.00	
Staff Professional	122.0	8,662.00	
Senior Editor	12.0	1,032.00	
Technical Support	44.0	2,068.00	
Administrative	16.0	640.00	
Total Man-Hours	361.0		
Labor Cost			28,408.00
<i>Total Task 8</i>			\$ 28,408.00

TASK 9: State and Federal Environmental Permitting

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Vice President	4.0	576.00	
Director	56.0	6,496.00	
Senior Professional	8.0	800.00	
Project Professional	160.0	14,240.00	
Staff Professional	40.0	2,840.00	
Senior Editor	8.0	688.00	
Administrative	20.0	800.00	
Total Man-Hours	296.0		
Labor Cost			26,440.00
<i>Total Task 9</i>			\$ 26,440.00

Project Total \$ 287,799.40

34

TAYLOR ENGINEERING, INC.
COST SUMMARY
P2006-102: PBC: JUPITER/CARLIN STRUCTURES - FEASIBILITY

I. LABOR COST

Description	Man-Hours											Cost
	Taylor	President	VP	Director	Sr Prof	Proj Prof	Prof	Sr Edit	Sr Tech	Tech	Admin	
Hourly Burdened Rate	235.00	202.00	144.00	116.00	100.00	89.00	71.00	86.00	58.00	47.00	40.00	
Task 1: Evaluate Historic Beach Performance												
1.1 Collect & review existing literature and data				8.0		20.0					16.0	3,348.00
1.2 Track historic sediment size characteristics				4.0			20.0					1,884.00
1.3 Develop RMAP database				2.0			20.0				2.0	1,732.00
1.4 Analyze historic profile changes				4.0			20.0					1,884.00
1.5 Evaluate historic position of coastal features via DTM			4.0	4.0		40.0			80.0			9,240.00
1.6 Obtain & organize historic forcing data (currents, tides, waves)				4.0		4.0	16.0				4.0	2,116.00
1.7 Future field data collection recommendations			4.0	4.0		16.0	16.0				8.0	3,920.00
1.8 Catalog project history in area				2.0			16.0				4.0	1,528.00
1.9 Deliverable: Report			4.0	16.0		40.0	20.0	8.0	20.0		16.0	9,900.00
Task 1 Totals			12.0	48.0		120.0	128.0	8.0	100.0		50.0	35,552.00
Task 1: Evaluate Historic Beach Performance			12.0	48.0		120.0	128.0	8.0	100.0		50.0	35,552.00
Task 2: Evaluate Changes in Beach Behavior												
2.1 From Task 1: Determine spatial and temporal changes in beach behavior			2.0	4.0		8.0					2.0	1,544.00
2.2 Correlate changes to storms			2.0	4.0	2.0	16.0	16.0				2.0	3,592.00
2.3 Correlate changes to structural modifications in area			2.0	4.0	2.0	16.0	16.0				2.0	3,592.00
2.4 Correlate changes to operational modifications in area			2.0	4.0	2.0	16.0	16.0				2.0	3,592.00
2.5 Correlate changes to hardbottom exposure			2.0	4.0	2.0	16.0	16.0				2.0	3,592.00
2.6 Deliverable: Report			2.0	8.0		20.0		4.0	10.0		8.0	4,240.00
Task 2 Totals			12.0	28.0	8.0	92.0	64.0	4.0	10.0		18.0	20,152.00
Task 2: Evaluate Changes in Beach Behavior			12.0	28.0	8.0	92.0	64.0	4.0	10.0		18.0	20,152.00
Task 3: Determine Beach Performance Improvement Targets & Modeling Scenarios												
3.1 Develop draft list of beach performance improvement targets			2.0	4.0	8.0	8.0					4.0	2,424.00
3.2 Meet w/ERM to confirm performance targets				4.0		4.0					2.0	900.00

25

3.3 Develop draft list of modeling scenarios		2.0	4.0	8.0	8.0			4.0	2,424.00
3.4 Meet w/ERM to confirm modeling scenarios			4.0		4.0			2.0	900.00
3.5 Deliverable: List of beach performance improvement targets & modeling scenarios for approval			2.0		4.0		2.0	4.0	920.00
Task 3 Totals		4.0	18.0	16.0	28.0		2.0	16.0	7,568.00
Task 3: Determine Beach Performance Improvement Targets & Modeling Scenarios		4.0	18.0	16.0	28.0		2.0	16.0	7,568.00
Task 4: Data Collection									
4.1 SEA Deployment #1				8.0					800.00
4.2 Taylor ADCP boat work #1 & QA/QC				20.0		20.0		2.0	3,500.00
4.3 SEA Retrieval #1				8.0					800.00
4.4 QA/QC SEA data set #1				8.0					800.00
4.5 SEA Deployment #2				8.0					800.00
4.6 Taylor ADCP boat work #2				20.0		20.0		2.0	3,500.00
4.7 SEA Retrieval #2				8.0					800.00
4.8 QA/QC SEA data set #2				8.0					800.00
4.9 Deliverable: Data collection report			8.0	40.0			8.0	8.0	5,936.00
Task 4 Totals			8.0	128.0		40.0	8.0	12.0	17,736.00
Task 4: Data Collection			8.0	128.0		40.0	8.0	12.0	17,736.00
Task 5: Model Setup, Calibration, and Validation									
5.1 Construct baseline models		8.0	16.0	80.0		80.0		16.0	17,776.00
5.2 Calibrate baseline models		4.0	8.0	60.0		60.0		16.0	12,772.00
5.3 Validate baseline models		2.0	4.0	40.0		40.0		16.0	8,600.00
5.4 Deliverable: Report		4.0	8.0	16.0		16.0	4.0	8.0	4,904.00
Task 5 Totals		18.0	36.0	196.0		196.0	4.0	48.0	44,052.00
Task 5: Model Setup, Calibration, and Validation		18.0	36.0	196.0		196.0	4.0	48.0	44,052.00
Task 6: Evaluate Design Alternatives									
6.1 Evaluate design alternative #1		4.0	8.0	60.0		40.0		8.0	11,088.00
6.2 Evaluate design alternative #2		4.0	8.0	60.0		40.0		8.0	11,088.00
6.3 Evaluate design alternative #3		4.0	8.0	60.0		40.0		8.0	11,128.00
6.4 Evaluate design alternative #4		4.0	8.0	60.0		40.0		8.0	11,128.00
6.5 Deliverable: Report		4.0	8.0	60.0		40.0		8.0	11,128.00
Task 6 Totals		20.0	40.0	300.0		200.0		40.0	55,560.00
Task 6: Evaluate Design Alternatives		20.0	40.0	300.0		200.0		40.0	55,560.00
Task 7: FDEP Reports and Final Report									
7.1 First FDEP report			2.0		4.0			8.0	908.00
7.2 Second FDEP report			2.0		4.0			8.0	908.00
7.3 Third FDEP report			2.0		4.0			8.0	908.00
7.4 Final Report			24.0		60.0		8.0	8.0	9,132.00
Task 7 Totals			30.0		72.0		8.0	32.0	11,856.00
Task 7: FDEP Reports and Final Report			30.0		72.0		8.0	32.0	11,856.00

26

Task 8: Environmental Characterization and Environmental Assessment Preparation											
8.1 Field investigation		1.0			16.0	20.0			4.0		3,176.00
8.2 Draft EA		4.0	8.0		70.0	70.0	8.0		24.0	8.0	14,840.00
8.3 Final EA		2.0	8.0		24.0	24.0	4.0		16.0	8.0	6,472.00
8.4 Coordination		2.0	8.0		24.0	8.0					3,920.00
Task 8 Totals		9.0	24.0		134.0	122.0	12.0		44.0	16.0	28,408.00
Task 8: Environmental Characterization and Environmental Assessment Preparation		9.0	24.0		134.0	122.0	12.0		44.0	16.0	28,408.00
Task 9: State and Federal Environmental Permitting											
9.1 Prepare permit application		4.0	16.0	8.0	40.0	40.0	8.0			16.0	10,960.00
9.2 Coordinate with FDEP and Corps			40.0		40.0					4.0	8,360.00
9.3 RAI #1 (Major)					56.0						4,984.00
9.4 RAI #2 (Minor)					24.0						2,136.00
Task 9 Totals		4.0	56.0	8.0	160.0	40.0	8.0			20.0	26,440.00
Task 9: State and Federal Environmental Permitting		4.0	56.0	8.0	160.0	40.0	8.0			20.0	26,440.00

LABOR TOTALS — HOURS		79.0	288.0	656.0	606.0	790.0	54.0	198.0	44.0	218.0	2,933.0
LABOR TOTALS — COST		11,376.00	33,408.00	65,600.00	53,934.00	56,090.00	4,644.00	11,484.00	2,068.00	8,720.00	\$247,324.00

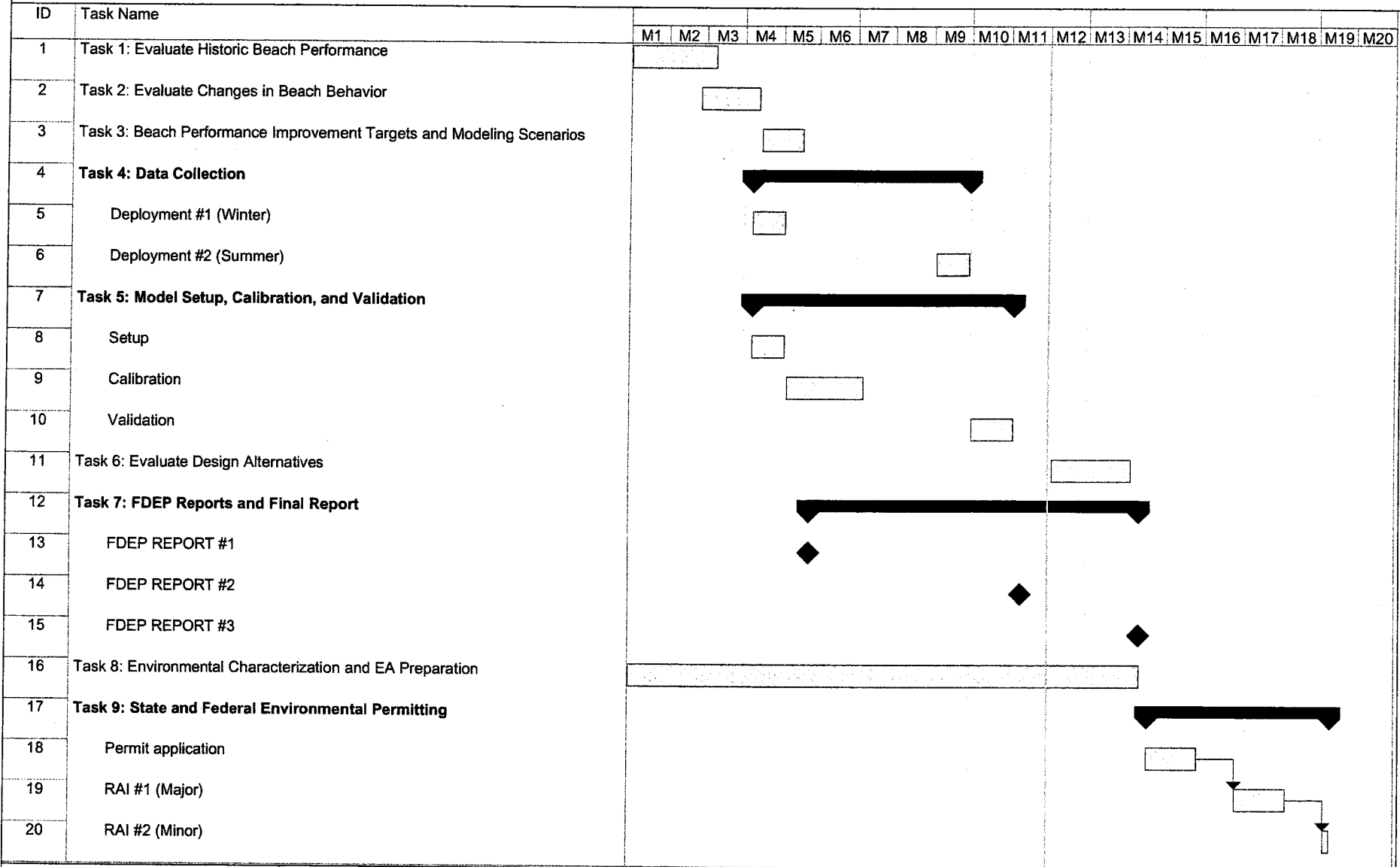
II. OTHER DIRECT COSTS

Description	Quantity	Unit Cost	Direct Cost	Burden	Burdened Cost
Task 4: Data Collection					
SEA Subcontract	1.0	38,548.00	38,548.00	1.00	38,548.00
Administration fee (5%)	1.0	1,927.40	1,927.40	1.00	1,927.40

TOTAL OTHER DIRECT COSTS					40,475.40
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TOTAL PROJECT COST						\$287,799.40
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57



Project: Jupiter Carlin Structures Date: Fri 8/31/07	Task	[Task Bar]	Milestone	◆	External Tasks	[External Task Bar]
	Split	[Split Bar]	Summary	[Summary Bar]	External Milestone	◆
	Progress	[Progress Bar]	Project Summary	[Project Summary Bar]	Deadline	⬇

Handwritten initials/signature

Scientific Environmental Applications, Inc. (SEA)

5575 Willoughby Dr.

Melbourne, FL 32934

email seapp1@aol.com

Telephone/fax 321.254.2708

August 30, 2007

Kimberly Zachar-Miranda

Senior Environmental Analyst

Palm Beach County

Department of Environmental Resources Management

2300 North Jog Road, 4th Floor

West Palm Beach, FL 33411-2743

phone: 561.233.2465

fax: 561.233.2414

Re: Proposal for Deployment of ADP near Jupiter Inlet transmitted via email to kzachar@co.palm-beach.fl.us

Dear Ms. Zachar-Miranda:

Enclosed is a copy of our proposed budget for \$36,048 with an additional not-to-exceed amount of \$2,500 for ADP equipment insurance. The scope of work for deployment of two ADP units in the vicinity of Jupiter Inlet is also attached. If you have any other questions we may be reached at 321.254.2708 or by email at seapp1@aol.com.

Sincerely,



Kim Zarillo

President

S.E.A., Inc. - Proposed Budget (August 30, 2007)
Deployment of (2) ADP directional wave gauges at/near Jupiter Inlet

TASKS for deploying two gauges for two 1-month intervals PERSONNEL

	Person/Title	Rate \$/hr or cost	Hours/days/units	Total
1. Preparation of the ADP Field Deployment Plan	Zarillo	\$92.00	25	\$2,300.00
Plan project logistics, mooring fabrication, sensor locations	Tech	\$45.00	10	\$450.00
2. Preparation of (2) ADP units for field deployment				
Bench test (2) ADP units and program for data logging in vertical bins at 30-minute intervals and 20 minute wave data bursts	Zarillo	\$92.00	4	\$368.00
3. Sensor deployment/retrieval				
3a. One time Mobilization fee		\$750.00	1	\$750.00
3b. Deployment		\$3,500.00	2	\$7,000.00
3c. Retrieval		\$3,200.00	2	\$6,400.00
3d: Survey team for positioning		\$950.00	4	\$3,800.00
4. Download and post process data from (2) ADP units	Zarillo	\$92.00	45	\$4,140.00
Travel: 4 round trips between Melbourne and ADP Stations		\$60.00	4	\$240.00
Cost of Materials and Rentals				
ADP rental (two units)		\$4,800.00	2	\$9,600.00
Mooring fabrication		\$1,000.00	1	\$1,000.00
Total Cost Items 1-4				\$36,048.00
Not-to-Exceed Item 5				
5. Cost of ADP Equipment Insurance				
Insurance on ADP gauges		\$2,500.00	1	\$2,500.00
Total Cost Items 1-5				\$38,548.00

40

Scientific Environmental Applications, Inc. (SEA)

5575 Willoughby Dr.

Melbourne, FL 32934

email seappl@aol.com

Telephone/fax 321.254.2708

SEA, Inc. Scope of Work

Task 1: Logistics and Preparation of Field Deployment Plan

SEA will arrange for rental of either 2 Sontek Acoustic Doppler Profilers (ADPs), design and fabricate moorings, and coordinate sub-consultants responsible for marine operations and surveying. All sub consultants will provide insurance certificates to SEA indemnifying SEA, Taylor Engineering and Palm Beach County prior to beginning work. SEA and all sub consultants will provide insurance certificates to Taylor Engineering and Palm Beach County prior to the beginning of the contract period. SEA will coordinate with Taylor Engineering, Palm Beach County and the Florida Department of Environmental Protection as necessary to determine the deployment location for each wave gauge in the vicinity of Jupiter Inlet.

Task 2: Sensor Preparation

Preparation of either 2 ADP units for field deployment including bench tests that will include battery level, compass calibration, programming of vertical profile bins and sampling interval, and programming of sampling burst to acquire directional wave data. Current samples will be taken every 30 minutes over 3-4 bins in the vertical direction. Sampling burst for acquiring directional wave data will be approximately 20 minutes in length and the sampling rate will be set at 4 Hz (4 times per second). A test and calibration log will be prepared for each sensor.

Task 3: Field Deployment

SEA will supervise the project team during mobilization, deployment, and retrieval of the ADP units. The pre-determined deployment locations of the 2 ADP units will be surveyed with a horizontal accuracy of approximately 6ft. A dive team will deploy the ADP moorings, anchors, and weights as necessary at each location. The ADP units will be fastened to the moorings using stainless steel band clamps or other fasteners as deemed necessary. A log of deployment procedures for each unit will be provided to Taylor Engineering and Palm Beach County. Each deployment will last for approximately 30 days. At the end of each deployment the sensors and mooring hardware will be removed and reconditioned for the second field session. Two field sessions will be completed, one during summer and one during winter conditions. The deployment schedule will be set in consultation with Taylor Engineering and Palm Beach County.

Task 4. Processing of Wave and Current Data

Current data will be compiled by vertical bin. Data in each vertical bin will consist of a time stamp and velocity components in the east and north direction. The final analysis will be provided to Taylor Engineering in text and/or spreadsheet format. Directional wave data resulting from each 20-minute burst will be processed using standard cross-spectral analysis methods. Results of the analysis for each sampling interval will include a time stamp, significant wave height, and the period and direction of the peak energy bin. Spectral energy components by direction and frequency that also result from the directional analysis will be preserved and archived by SEA for future use if required.

41

COSTON MARINE SERVICES, INC.

228 Hibiscus Street, Suite 4, Jupiter, Florida 33458
(561) 747-4382 • Fax (561) 745-2387

Gary Zarillo
SEA, Inc.
5575 Willoughby Drive
Melbourne, FL 32934

August 23, 2007

PROPOSAL

Location

Jupiter Inlet, Jupiter, Florida

Scope of Work

Summer deployment:

Mobilize work boat and dive equipment to staging. Load two wave sensors provided by the county and transport to the locations off the Jupiter Inlet. Install the wave sensors in 20 -30 feet of water. Anchor the sensors with the 200lbs. 2' x 2' aluminum and concrete filled moorings provided by the county. Use screw anchors, chain and shackles as needed to secure the wave sensors.

Remobilize work boat at a later date and extract the wave sensors. Transport back to staging. Return sensors to the County.

Winter deployment:

Repeat above scope of work.

Note: The scheduling of each deployment is subject to weather conditions.

Providing

Work boat, equipment and labor.
Chain and shackles as needed.

Rate for Services

One time mobilization and set up fee: \$750.00
Deployment installations: \$3,500.00 each time.
Deployment extractions: \$3,200.00 each time.

42

Terms of Payment

Balance due upon completion of that particular deployment.

Important Information

1. In case payment is not made as specified, a service charge of 1.5% per month on the past due balance is authorized to be added to the amount due CMS.
2. In the event it becomes necessary to place the account with an attorney for collection, customer agrees to pay all costs of collection, including reasonable attorney's fees.

SUBMITTED:

ACCEPTED:

Daniel L. Coston

Daniel L. Coston, VP
Coston Marine Services, Inc.

er

Gary Zarillo
SEA, Inc.

Date



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

April 16, 2007
(Revised August 30, 2007)

Scientific Environmental Applications, Inc.
Attn: Gary Zarillo, President
5575 Willoughby Dr.
Melbourne, FL 32934

RE: Tide Gauge Location at Jupiter Inlet

Dear Gary:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional survey services for the above referenced project.

In accordance with the scope of work as discussed, I estimate our costs to be as follows:

Locate and recover tide gauge using dive company's boat (4 trips)

2 tide gauges
Summer 2007
February, 2008

	Cost / 8 hour day
Project Surveyor	\$ 600.00
Trimble DGPS	\$ 350.00
	\$ 950.00 / day
x 4 days	\$ 3,800.00

As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you on this project.

Sincerely,

John R. Morgan, II, P.E., S.
President

JRM:dmi

44

Taylor Engineering Continuing Contract for Coastal and Marine Engineering

Contract R2004-2377 dated Nov. 16, 2004 for period of two years expires on Nov. 15, 2006

Contract Amendment R2006-2661 dated December 5, 2006 extends contract through November 15, 2007.

SBE-MBE Goal 20.0% (12% SBE/W; 8% MBE/H)

Task order summary:

TASK NUMBER	TOTAL/ SBE and/or MWBE AMOUNT	TASK DUE DATE	TASK DESCRIPTION	APPROVED BY/DATE
2377-01	18,817.00 0.00	1/31/05	Dubois Park Seawall Replacement	CRC 12/22/04
2377-02	123,688.00 28,280.00	8/30/05	Dubois Park Redevelopment - Phase I	BCC 04/04/05
2377-03	15,234.00 0.00	8/30/05	Jupiter/Carlin 24-Month Monitoring Report	CRC 06/15/05
2377-04	12,806.00 0.00	12/29/05	Juno Beach Shore Protection Project 4 Year Post-Construction Monitoring Report	CRC 10/19/05
2377-05	9,296.00 0.00	12/19/05	Dubois Park Timber Wall Design	ERM 11/22/05
2377-06	79,985.00 12,800.00	12/15/06	Bryant Park Feasibility Study & Conceptual Master Plan	BCC 2/28/06
2377-07	94,624.00 0.00	5/17/06	West Palm Beach Canal (C-51) Acoustic Survey	CRC 3/1/06
AMENDMENT NUMBER 1			Revised Exhibit B - Fee Schedule	ERM 5/18/06
2377-08	12,256.00 0.00	9/22/06	Jupiter/Carlin 3 Year Monitoring Report	ERM 7/25/06
2377-09	54,516.80 52,420.00	9/29/06	Palm Beach County Regional Monitoring: 189 Onshore Beach Profiles	CRC 8/9/06
AMENDMENT NUMBER 2			1 Year Contract Extension R2006-2661	BCC 12/5/06
AMENDMENT NUMBER 3			Revised Exhibit B - Fee Schedule	ERM 2/16/07
2377-10	126,593.00 2,200.00	12/13/07	Dubois Park Redevelopment - Phase II	BCC 3/13/07
2377-11	243,147.00 0.00	12/15/07	Sea Turtle Monitoring - North County	BCC 3/13/07
2377-12	1,648.00 0.00	4/6/07	West Palm Beach Waterfront Habitat Restoration Elements	ERM 4/11/07
2377-13	86,798.00 0.00	10/26/07	Phil Foster Park Feasibility Study and Conceptual Master Plan	CRC 5/30/07
2377-14	18,290.00 0.00	7/17/07	Ocean Ridge 12 Month Monitoring Report	ERM 6/12/07
2377-15	59,358.00 0.00	9/30/07	Ocean Ridge 24 Month Monitoring Report and Summer 2007 Surveys	CRC 8/22/07

Page 1 of 2

Subtotal: 957,056.80

SBE-MBE: 95,700.00

SBE-MBE Participation: 10.0%

Report Date & Filename: 08/31/07

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45

Task order summary (cont.):

TASK NUMBER	TOTAL/ SBE and/or MWBE AMOUNT	TASK DUE DATE	TASK DESCRIPTION	APPROVED BY/DATE
2377-16	287,799.40 20,598.00		Jupiter/Carlin Structures - Feasibility Study	BCC

Total: 1,244,856.20
 SBE-MBE: 116,298.00
 SBE-MBE Participation: 9.3%
 Report Date & Filename: 08/31/07 T:\eer\engser\consult\TAYLOR_2006\history_2377.xls]Sheet1

46

R2004 2377

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN PALM BEACH COUNTY AND
TAYLOR ENGINEERING, INC.**

This is a Contract made as of NOV 16 2004, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Taylor Engineering, Inc., 9000 Cypress Green Drive, Suite 200, Jacksonville, Florida 32256, an engineering firm, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. Number is 59-2850478.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to perform professional coastal and marine engineering services and incidental services as more specifically set forth in the Scope of Work attached hereto as Exhibit "A". In the event services are required to be performed that are not described in Exhibit "A", but are within the general scope of services, the COUNTY and the CONSULTANT hereby reserve the right to negotiate task orders covering the desired services.

The CONSULTANT shall conduct professional services in accordance with Chapters 471 and 472, Florida Statutes and other applicable local, state and federal standards. The CONSULTANT shall conduct topographic and hydrographic survey work in compliance with the U.S. Army Corps of Engineers "Technical Requirements for Surveying, Mapping and Photogrammetric Services," Revised March 1989 and the U.S. Army Corps of Engineers "Engineering Design: Hydrographic Surveying," EM 1110-2-1003, February 28, 1991, and the most current Florida Department of Environmental Protection specifications for topographic (section 02000) and bathymetric (section 02100) surveying.

ARTICLE 2 - PERIODS OF SERVICE AND SCHEDULES

This Contract commences on the day and year first written above and ends two years later. At the option of the COUNTY, the Contract can be renewed for an additional one-year period.

Reports and other work items shall be delivered or completed according to schedules established in each task order.

ARTICLE 3 - ASSIGNMENT OF WORK

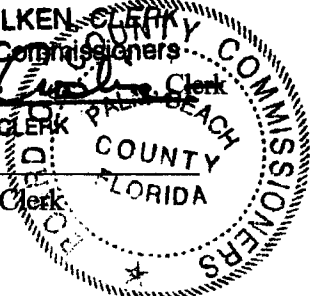
The CONSULTANT shall provide professional services on a task order basis. A copy of the Task Order form and Task Change Order form are attached hereto as Exhibit "C" and Exhibit "D". The COUNTY reserves the right to modify these forms during the term of the Contract.

47

ARTICLE 32 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT's employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

DOROTHY H. WILKEN, CLERK
Board of County Commissioners
By: *Judith Wilken* Clerk
DEPUTY CLERK
By: _____
Deputy Clerk


R2004 2377
PALM BEACH COUNTY NOV 16 2004
BOARD OF COUNTY COMMISSIONERS:
By: *Tony Masiotti*
Tony Masiotti Chair

WITNESS:
Carla Cannon
Signature
Carla Cannon
Name (type or print)

CONSULTANT:
Taylor Engineering, Inc.
Company Name
Ji-Ang Song
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
By: *Anne Wilford*
Assistant County Attorney

Ji-Ang Song, P.E.
Name (type or print)
President
Title
(corp.seal)

APPROVED AS TO TERMS
AND CONDITIONS:
By: *Richard E. Walesky*
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.



EXHIBIT B
Taylor Engineering, Inc.
Schedule of Hourly Labor Rates
and Equipment Fees and Other Direct Costs
for 2007
Palm Beach County
Coastal & Marine Engineering Services

Position	Weighted Average Direct Hourly Wage	Burdened Hourly Billing Rate*
CEO	82.40	235.00
President	70.99	202.00
Vice President	50.46	144.00
Director	40.81	116.00
Senior Professional	35.06	100.00
Project Professional	31.20	89.00
Staff Professional	24.88	71.00
Senior Editor	30.10	86.00
Sr. Technical Support	20.44	58.00
Technical Support	16.63	47.00
Administrative	13.97	40.00

Equipment Fee and Other Direct Costs	Rate	Unit
Black & White Photocopies (8-1/2 x 11)	\$0.10	/page
Black & White Photocopies (11 x 17)	\$0.15	/page
Color Photocopies (8-1/2 x 11)	\$1.00	/page
Color Photocopies (11 x 17)	\$1.25	/page
Computer Generated Glossy Plots (24" x 36" Glossy Paper)	\$60.00	/page
Computer Generated Glossy Plots (24" x 36" Standard Paper)	\$30.00	/page
14' Aluminum Jonboat	\$75.00	/day
Truck	\$80.00	/day
Trimble Differential GPS	\$100.00	/day
ADFM Velocity Profiler Pro20	\$200.00	/day
ADCP Rio Grande Current Meter	\$200.00	/day
Sokkia SET6E Total Station	\$350.00	/day
Cone Penetrometer	\$15.00	/day
YSI SCT Meter	\$50.00	/day
YSI DO Meter	\$50.00	/day
Hand-held GPS	\$10.00	/day

*The Burdened Hourly Billing Rates are based on a 2.85 multiplier.

08-0022

BGEX - 380 -0912070000000002238

BGRV - 380- 0912070000000000650

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
FUND 3652 Beach Improvement

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended as of 10/1/07	REMAINING BALANCE
<u>REVENUES</u>							
Jupiter/Carlin Shore Protect 2							
381-M045 R3439 State Grnt Other Phys Envir	0	0	144,451	0	144,451		
TOTAL RECEIPTS & BALANCES	23,122,996	23,122,996	144,451	0	23,267,447		
<u>EXPENDITURES</u>							
Jupiter/Carlin Shore Protect 2							
381-M045 E3120 Engineering Services	7,677	7,677	144,451	0	152,128		152,128
TOTAL APPROPRIATIONS & EXPENDITURES	23,122,996	23,122,996	144,451	0	23,267,447		

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Udey 9/13/07
[Signature] 10-1-07
[Signature] 9/26/07

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

10/16/07
 Deputy Clerk to the
 Board of County Commissioners