

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08 (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 a Grant Agreement No. 09PB1 with the Florida Department of Environmental Protection (FDEP) in the amount of \$37,310.50 for cost-sharing on the Jupiter/Carlin Shore Protection Project (Project) through March 1, 2010;

B) approve a Task Order No. 0410-05 to a continuing Contract (R2008-0410) with Taylor Engineering, Inc. (Taylor) in the amount of \$164,763 for coastal engineering and support services for the Project;

C) approve a Budget Amendment in the Beach Improvement Fund increasing the Project by \$37,311; and

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

Summary: The BCC approved the Contract with Taylor on March 11, 2008 (R2008-0410). Under this Contract, five (5) task orders, including Task Order No. 0410-05, have been issued totaling \$651,058. Task Order No. 0410-05 authorizes Taylor to perform coastal engineering which includes beach fill design and permitting for the Project. There is 0% SBE-MBE subconsultant participation on this Task Order. Taylor's SBE-MBE goal is 15%. To date, Taylor's total SBE-MBE participation, including Task Order No. 0410-05, is 5.4 %.

Under the terms of this agreement, FDEP will reimburse 50% of the non-federal project costs or \$37,310.50. Federal cost sharing for Project construction and design costs will also be available after the County and the U.S. Army Corps of Engineers re-negotiate a new Project Cooperation Agreement (PCA). When the PCA is finalized, the federal cost share will be 54.71% of the total costs for the Project. District 1 (JM)

Background and Justification (Continued on page 3.)

Attachments:

1. Grant Agreement No. 09PB1
2. Task Order No. 0410-05 with Contract History
3. Contract (pages 1, 18, Fee Schedule)
4. Budget Amendment (3652)

Recommended by: Richard E. Walshy 7/31/08
Department Director Date

Approved by: [Signature] d/10/08
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>164,763</u>	_____	_____	_____	_____
External Revenues	<u>(37,311)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>127,452</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund Department Unit Object
 Feasibility Study 3652 381 M045 3120

Program _____

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

FDEP \$37,310.50
 Beach Improvement Fund \$37,310.50 + \$90,142 (ACOE anticipated share) = \$127,452.50

C. Department Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

Atwillhite 8-7-08
 OFMB ^{by} 8/14/08 ^{CM} 7/31/08

John J. Jacoby 8/11/08
 Contract Development and Control

B. Legal Sufficiency:

Thomas J. Fox
 Assistant County Attorney

This Contract complies with our contract review requirements.

This item complies with current County policies.

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 the FDEP to cost share on the Project. FDEP funding agreement R99-74D expired on September 30, 2005. Project area is located directly south of the Jupiter Inlet and since 1995, has received sand from two large-scale County beach nourishment projects (1995 & 2002) and multiple sand trap (Jupiter Inlet District) and Intracoastal Waterway (Florida Inland Navigation District) dredging events. The Project is scheduled to receive its second renourishment in the fall of 2009. Taylor Engineering will complete the beach fill design and characterization of the natural resources within the project area and incorporate all reports and drawings into a Joint Coastal Permit application for submission to the FDEP.

DEP AGREEMENT No: 09PB1
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

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 the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, 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, pursuant to 62B-36.005(1)(d), the LOCAL SPONSOR has resolved to support, serve as local sponsor, have the ability to perform 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, (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 March 1, 2010. 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 4, 2008, 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.
4. 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.
5. 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.

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6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the design and permitting for the nourishment of 1.1 miles of beach between FDEP survey monuments R13 to R19. 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.
7. 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 the scope of work for each task must be obtained from the DEPARTMENT prior to the initiation of said task. The DEPARTMENT may require at least ten percent (10%) of the total cost share for a specified task be forfeited for failure to obtain prior written authorization from the DEPARTMENT for a specific task.
8. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
2.0	Design and Permitting				
2.1	Design and Permitting of the Nourishment	\$90,142.00	\$37,310.50	\$37,310.50	\$164,763.00
	TOTAL PROJECT COSTS	\$90,142.00	\$37,310.50	\$37,310.50	\$164,763.00

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 \$37,310.50 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.

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12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in Attachment B (Funding Eligibility), attached hereto and incorporated herein by reference, for beach use throughout the life of the PROJECT as established under this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces where maintenance is discontinued. All parking must be clearly signed or otherwise designated as public beach access parking.
13. In consideration for the satisfactory completion of the eligible work, identified in Attachment A and approved by the DEPARTMENT, performed by the LOCAL SPONSOR under the terms of this Agreement, 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 C (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 D (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 construction activities until such time as all requisite authorizations, environmental permits, and variances, 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 D, 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 to 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 this Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, the LOCAL SPONSOR must provide the information described in this paragraph within thirty (30) 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.

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15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, Attachment D, Part III, Project Progress Report, as updates to a project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period identified in paragraph thirteen (13). 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 in the quarterly report: tasks to be completed, start and finish dates, task duration, and 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 E (Project Completion Certification). A final project certification inspection shall be made by the DEPARTMENT within sixty (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 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 E. Walesky, Phone: 561/233-2400. The DEPARTMENT's Project Manager for all technical matters is Benjamin R. Buda III, Phone: 850/922-7721 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) 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) 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 E. Walesky
Palm Beach County Board of County Commissioners
Department of Environmental Resources 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
Dena.Vanlandingham@dep.state.fl.us

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.
25. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment F (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment F**. 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 F, 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. 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.
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. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor'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, Florida Statutes. 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 maintained by the Florida Department of Management Services 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. 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 contracting 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 selection of an intended subcontractor and provide a tabulation list from which the intended subcontractor was selected. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, 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. The DEPARTMENT shall have no liability except as specifically provided in this Agreement.
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. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
41. 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. Within seven (7) days, the LOCAL SPONSOR shall 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, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement 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 third party approvals, 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.
42. 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.

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 R. Barrett
Secretary or designee

Date: _____

Date: 8/06/08

FEID No. 59-6000785

ATTEST: Sharon R. Bock, Clerk & Comptroller

Dena Vanhardenghia
DEP Grant Program Administrator

By: _____
Deputy Clerk

APPROVED as to form and legality:

(Seal)

[Signature]
DEP Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Richard E. Walesky
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	Funding Eligibility (1 page)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Request For Payment, Parts I - III (3 pages)
Attachment	E	Project Completion Certification (1 page)
Attachment	F	Special Audit Requirements (5 pages)

ATTACHMENT A

PROJECT WORK PLAN

JUPITER / CARLIN BEACH NOURISHMENT

The PROJECT consists of the design and permitting for the nourishment of 1.1 miles of beach between FDEP survey monuments R13 to R19. 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:

2.0 Design and Permitting

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

2.1 Design and Permitting of the Nourishment

Taylor Engineering is providing design and permitting services. Activities include a literature review and pre-application meeting with FDEP; engineering design of beach nourishment; borrow area design; permit drawings; natural resources narrative; FDEP permit request; responses to FDEP Requests for Additional Information (RAI); and project coordination. The Scope of Work (SOW) was approved on June 4, 2008. The total cost of the revised SOW is \$164,763.

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12

ATTACHMENT B
FUNDING ELIGIBILITY

JUPITER / CARLIN BEACH NOURISHMENT

Project Boundary: R13-R19
Approximate Shoreline Length: 5,560 FEET

<u>Public Access</u>	<u>Parking Spaces</u>
Jupiter Inlet Park	95
Jupiter Beach Park	169
Carlin Park	532

Areas determined to be publicly accessible:
R13 to R19

Total eligible shoreline length: 5,560 FEET
Total project shoreline length: 5,560 FEET

Percent eligible for State funding: 100 %

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ATTACHMENT C

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 D

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

PAYMENT SUMMARY

Name of Project: JUPITER / CARLIN BEACH NOURISHMENT

Grantee: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Contract Number: 09PB1

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

Name of Project Financial Officer

Signature of Project Financial Officer

Date

15

**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.											

**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

Grantee: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Contract Number: 09PB1

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:

2.0 DESIGN AND PERMITTING

2.1 DESIGN AND PERMITTING OF THE NOURISHMENT

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ATTACHMENT E

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

PROJECT COMPLETION CERTIFICATION

Name of Project: JUPITER / CARLIN BEACH NOURISHMENT

Grantee: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Contract Number: 09PB1

*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. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

ATTACHMENT F

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:

- 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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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 # 1748	2008-2009	37.003	Beach Management Funding Assistance Program	\$37,310.50	140126

Total Award				\$37,310.50	
--------------------	--	--	--	--------------------	--

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.

23

Attachment 2

TASK ORDER

TASK ORDER: 0410-05 CONSULTANT: Taylor Engineering

ACCOUNT: 3652-381-M045-~~4500~~³¹²⁰ CONTRACT: R2008-0410
[Fiscal approval of Budget Availability: See Purvise]

PROJECT MANAGER: Kimberly Miranda PHONE: 561-233-2465

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

PROJECT NAME: Jupiter/Carlin Renourishment Beach Fill Design and Permitting

LOCATION/DISTRICT #: Jupiter / District 1

TASK DESCRIPTION (use additional pages if necessary): The Consultant shall provide coastal engineering design and permitting services in support of the renourishment of the Jupiter/Carlin Beach project, as described in the scope of services.

DELIVERABLES: See proposal dated 6/24/08.

TASK ORDER TYPE: FIXED PRICE DUE DATE: 9/9/09

TOTAL AMOUNT \$ 164,763.00 See attached spreadsheet dated 6/24/08

(Check where appropriate)
for Contract and Subcontract Amounts:

	Black	Hispanic	Women	Other (specify)	White Male
M/WBE (State) <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	
SBE-M/WBE* <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	
SBE <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*certified as both an SBE and a State MBE
TOTAL SBE-M/WBE PARTICIPATION: \$ 0.00

CONSULTANT REP: [Signature] DATE: 7/21/08

DIVISION DIRECTOR: [Signature] DATE: 7/21/08

APPROVED AS TO TERMS AND CONDITIONS:
ERM DIRECTOR: Richard E. M... [Signature] DATE: 7/30/08

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
ASSISTANT COUNTY ATTORNEY: _____ DATE: _____

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

TAYLOR ENGINEERING INC

- ENV. RES. MGMT.
- Env. Enh. & Restoration
- Natural Resources Stewardship
- Resources Protection
- Mosquito Control
- Finance & Support Services
- Director
- Deputy Director
- Other _____

June 24, 2008

Mr. Juan Cueto
Palm Beach County
2300 North Jog Road
4th Floor
West Palm Beach, FL 33411-2743

Re: Task Order for Jupiter/Carlin Beach Design and Permitting

Dear Mr. Cueto,

You will find enclosed two signed originals of Task Order 0410-05 for Jupiter/Carlin Beach Project Design and Permitting services. The task order references Taylor Engineering's June 24, 2008 proposal to provide these services for a lump sum fee of \$164,763.00.



Please contact me at 904-256-1305 or at sschropp@taylorengeering.com if you need anything else.

Sincerely,

Steven J. Schropp
Steven J. Schropp, Ph.D.
Vice President

:bh

RECEIVED
JUL 22 2008

ENVIRONMENTAL RESOURCES MANAGEMENT

25

EXHIBIT A

**Palm Beach County Jupiter/Carlin Shore Protection Project
Beach Fill Design and Permitting**

We have developed our Scope of Services with the following understandings and assumptions:

1. The project will require new Florida Department of Environmental Protection (FDEP) and Department of Army (DOA) permits.
2. The beach placement area will extend south approximately 1.1 miles from FDEP survey monument R-13 to Carlin Park (FDEP monument R-19) in Palm Beach County.
3. The project may initiate construction in November 2009.
4. We assume Palm Beach County will use other contractors to perform sand source investigations. Taylor Engineering will not be responsible for either the scope or quality of their work. Taylor Engineering will coordinate with Palm Beach County to obtain all relevant information — reports, drawings, vibracore logs, grain size, color, and composition characteristics, side scan and magnetometer data and reports, cultural resources reports, etc. — necessary for borrow area design and permitting. We assume the sand source investigations project will be of scope and quality to provide sufficient information to directly design and permit the borrow source and beach fill for the shore protection project from R-13 to R-19.
5. We assume Palm Beach County will use other contractors to perform a borrow area excavation impact analysis that may be applied to the Jupiter/Carlin Shore Protection Project (SPP). Taylor Engineering will not be responsible for either the scope or quality of their work. Taylor Engineering will coordinate with Palm Beach County to acquire this analysis. We assume the analysis will be of scope and quality to provide sufficient information to directly design and permit the borrow source for the shore protection project from R-13 to R-19.
6. Taylor Engineering will apply beach profile data from February 2008 surveys of the project beach collected in coordination with the surveys for the Jupiter Inlet District's sand trap dredging project. We will use these surveys to conduct the preliminary design of the beach restoration template for permitting purposes.
7. We assume that recent and sufficient documentation exists within the ROSS database to adequately characterize the native and existing beach sand.
8. The beach template will be similar to that permitted by FDEP permit no. 0163093-001-JC for Jupiter/Carlin SPP.

EXHIBIT A

9. We have budgeted to prepare responses to two requests for additional information (RAI's) — one major and one minor — from the FDEP. Additionally, we have budgeted to prepare responses to two RAI's — one major and one minor — from the U.S. Army Corps of Engineers (USACE).
10. This scope of work excludes preparing a biological monitoring plan.
11. Palm Beach County is responsible for obtaining all required construction easements.
12. Palm Beach County will provide us with upland property ownership information for the project area.
13. Palm Beach County is responsible for providing local staging areas.
14. Palm Beach County will supply us with recent aerial photographs of the project area.
15. Per discussions with Palm Beach County, we will submit either the previously permitted water quality variance (0163093-002EV) analysis or the ongoing Juno Beach variance documentation in support of the current Jupiter/Carlin project. Palm Beach County will provide us with the supporting documentation for inclusion in the permit application. This scope of work does not include time to perform additional water quality variance modeling.
16. Per discussion with Palm Beach County, we will submit the borrow site legal description developed for the Juno Beach project as part of the Jupiter/Carlin permit application. Palm Beach County will provide us with the supporting documentation for inclusion in the permit application. This scope of work does not include funds to develop a new borrow site legal description.
17. We assume that the project will employ a hopper dredge for beach construction and the pipeline corridor defined for previous Jupiter/Carlin projects. Thus, we will not define a new pipeline corridor.
18. The FDEP will require beach fill (future) performance analyses.
19. The FDEP will not require any new hardbottom or natural resources surveys. We will address any natural resource questions with monitoring information gathered for the previous nourishments, post-nourishment monitoring reports, and Jupiter Structures Feasibility Study.
20. The FDEP and other regulatory agencies will consider past mitigation projects — those conducted for the initial nourishment in 1995 — sufficient; consequently, they will not require any additional mitigation for impacts to environmental resources.
21. The present proposal does not budget for preparing any project plans, specifications, and other construction or bidding documents. Guidance from FDEP indicates they will not

EXHIBIT A

fund items related to project construction in design and permitting proposals. Therefore, costs related to the development of construction plans and specifications are not included in this proposal.

22. Palm Beach County will pay any required permit fees directly to the FDEP.
23. This scope of work excludes any work related to the development or coordination of a USACE General Reevaluation Report (GRR) for the Jupiter/Carlin SPP.
24. Where appropriate, we will reference horizontal data to State Plane feet, Florida East Zone, NAD83 and vertical data to NAVD88 feet.

Scope of Work

Task 1 Collect, Assemble, and Review Data; FDEP Meeting

To begin the permitting process, we will assemble and review pertinent data and reference materials for completeness and sufficiency to support the engineering design and pending permit application. A preliminary list of information to assemble and review includes:

- Geotechnical reports and data
- Magnetometer surveys
- Side scan surveys
- Beach and offshore profiles
- Recent aerial photos
- Beach sediment data
- Natural resource monitoring reports
- Project performance reports
- Erosion control line data
- Environmental data
- Design information of the Juno Beach SPP, presently in its permitting phase

Note that we have reviewed a portion of the above information for the ongoing Jupiter/Carlin Structures and Non-structural Alternatives – Feasibility Study.

We understand that other contractors will conduct, in support of the Juno Beach SPP, side scan and magnetometer surveys for the borrow area off Singer Island and that this borrow area contains sufficient beach-compatible sand for the renourishment of the Jupiter/Carlin SPP. We

EXHIBIT A

will also search available literature (e.g., ROSS database) for historic records of project area sediment size and composition data. We will review the entire data set to define the sediment characteristics best representative of native beach conditions.

We will set up and attend a pre-application meeting at the FDEP offices in Tallahassee with staff from Palm Beach County and FDEP to provide an overview of the proposed project and to discuss issues pertinent to the permit application. We have budgeted for one director and one project professional to attend the pre-application meeting. We have allocated five hours travel (labor) time for each meeting participant.

Deliverables for Task 1:

- Report with summary list of documents reviewed and a CD with electronic copies of the documents cited in the report

Cost Task 1 \$6,141

Task 2: Engineering Design of Beach Restoration

We will use the results of a separate (monitoring) study to document the evolution of the 1995 and 2001 projects. This analysis will form the basis to document the need for the 2009/10 beach restoration project.

The permit request requires the following six categories of analyses: (1) the baseline template to account for existing beach conditions, (2) background erosion, (3) an overfill ratio, (4) design fill and advance maintenance requirement (and renourishment interval), (5) the construction and equilibrium fills, and (6) anticipated short- and long-term fill performance. This task includes determination of the design fill volume and, therefore, the design fill sections. The total fill volume required depends on the existing beach conditions and the first four analyses. The following sections briefly describe these analyses.

Baseline Template — Existing beach and dune conditions and the erosion control line comprise the baseline template. The February 2008 beach monitoring survey will provide the required beach and dune topography and bathymetric data. The 2009 beach fill will apply the baseline template up to the previously permitted project extents.

EXHIBIT A

Background Erosion — Background erosion rates will be computed from historic beach survey data. Beach erosion modeling and prototypical results from previous studies will be used to determine expected storm-related episodic erosion.

Overfill Analysis — Grain sizes typically vary spatially in offshore borrow areas. Given this variation, the final overfill ratio used to determine the initial fill volume adjustment depends on sediment characteristics of both the proposed borrow area and the native beach. This analysis will apply the specific borrow area geometry to ascertain the final overfill ratio. Applying this value, calculations will develop the overfill volume adjustment required for the project.

Design Fill and Advance Maintenance Requirement — Development of the design fill will apply information on existing beach conditions, location of the erosion control line, and the project parameters for the 1995 and 2001 projects. In addition to the design volume of sand placed on the beach, the addition of an advance maintenance volume ensures that the minimum design volume of sand remains at the end of the estimated renourishment interval. Accordingly, the advance maintenance volume relates to the background erosion in the project area and the computed performance of the beach fill. The performance of the 1995 and 2001 projects will provide information on the background erosion to reflect past project performance.

Construction and Equilibrium Profiles and Fill Volumes — The baseline template and past beach fill surveys provide data necessary to design the construction profiles and compute the expected equilibrium profiles. Iterations between the construction and equilibrium profiles across the project length will maximize beach fill volumes and limit impacts to hardbottom communities to which previous permits have already allowed impacts. We also note that annual beach profile monitoring has generated a wealth of beach slope data for the past six years. We will use these data to determine the equilibrium profile shape.

Fill Performance — A beach fill, acting as a perturbation to a local shoreline, evolves in a site- and project-specific manner. To predict future beach fill evolution, we will employ analytic models, calibrated to previous site-specific beach fill projects, that apply site-specific sediment transport coefficients.

This task contains all engineering analyses pertaining to these issues.

EXHIBIT A

Deliverables for Task 2:

- The FDEP permit application will include the items related to the engineering design of the beach project.

Cost Task 2 \$20,097

Task 3: Borrow Area Design

Palm Beach County has identified a large area off Singer Island as the prospective borrow area for this project. Analysis of borrow area and native beach sediment characteristics will allow evaluation of the dimensions (horizontal limits and depth of cut) of the borrow area. Iterations of borrow area geometry may prove necessary to place the best sand on the beach with the objective to match the native and borrow sediment size and composition characteristics as closely as possible. As mentioned before, we have assumed that we will stay within the study areas of the borrow area offshore Singer Island for which other contractors will obtain (for the Juno Beach SPP) all required side scan, magnetometer, and coring data.

An attachment to the permit application will document the results of the borrow area investigation.

Deliverables for Task 3: The FDEP permit application will include the borrow area design as an appendix

Cost Task 3 \$11,904

Task 4: Permit Drawings

We estimate the permit request will require a total of 50 drawing sheets. The drawings will include the most recent, available aerial photography as the base map for all project plan view drawings, with the exception of those pertaining to the borrow area. The drawing sheets will include:

EXHIBIT A

- 1 cover sheet/location map showing project location, sponsor, date, project name and other pertinent information
- 1 borrow area plan view sheet showing existing bathymetry, core boring locations, territorial sea limits, and specific area of the proposed dredge area
- 20 borrow area sheets showing core boring logs and sediment grain size distributions for the proposed borrow area
- 4 borrow area sheets showing cross section views of the proposed dredging area
- 4 plan view sheets showing existing beach conditions (2008)
- 4 plan view sheets showing project beach conditions including construction and equilibrium fills and the landward limits of hardbottom
- 8 sheets showing beach fill cross-section views of construction and equilibrium profiles
- 2 detail sheets
- 6 contingency sheets

Appropriate drawings will include pipeline exclusion zones, hopper travel corridor from borrow area, and work exclusion zones. The county will receive electronic copies of the permit drawings in Adobe PDF and DWG (AutoCAD) format.

Cost Task 4: \$25,039

Task 5 Natural Resources Narrative

The FDEP permit application requires a presentation of the natural resources within the project's area of influence. Even though Palm Beach County has constructed the mitigation habitat for the nearshore reef impacts and has performed ongoing marine sea turtle monitoring since the initial project, we are confident that the FDEP will require a summary of the related data as part of the permit application.

We will obtain all existing digital hardbottom data (CAD and GIS) mapped by Palm Beach County from aerial photography prior to the 1995 project through 2007. We will assemble, evaluate, and summarize hardbottom coverage data to show year-to-year acreage changes and

EXHIBIT A

summary statistics within the project area. The natural resources narrative will include discussion of the 2001 and 2008 mitigation construction completed by the County.

Similarly, we will summarize the available sea turtle nesting and hatching data collected by Palm Beach County for the project and reference areas prior to the 1995 project through 2007. We will compile and summarize these data from the County's annual Jupiter/Carlin Sea Turtle Monitoring reports.

Deliverables for Task 5:

- Natural resources narrative including discussion of changes over time
- Table summarizing nearshore reef exposure over time by beach segment
- Table summarizing sea turtle nest and hatch data
- GIS coverage of all nearshore hardbottom data in the project area in a NAD83, FL, East projection.

Cost Task 5 \$11,898

Task 6: FDEP Permit Request

This task consists of work necessary to complete and submit a permit request package. In addition to the permit drawings described in Task 4, the permit request will include a letter of transmittal; detailed project narratives describing (1) a project summary, (2) the performance of the 1995 and 2001 projects and the need for a new project, (3) the 2009 beach fill, (4) the 2009 borrow area, and (5) natural resources — all attachments to the permit modification request — and copies of available geotechnical reports. The permit request will include other documents and reports as necessary. The permit request will list and discuss each attachment to the request in order of appearance.

We will also address the remaining miscellaneous permitting issues the FDEP requires. The prior permit application contains documentation and analyses related to many of these items; proposed tasks will review the prior work for the purposes of this permit application. Work items include:

EXHIBIT A

Legal Description of Proposed Borrow Area — We will incorporate the borrow site legal description developed for the Juno project into the permit application.

Pipeline Corridor from the Borrow Area to the Beach — We will incorporate the pipeline corridor from the hopper dredge discharge point to the beach defined for past Jupiter/Carlin projects into the design for the current project.

Staging Areas — We will assist Palm Beach County in coordinating with FDEP and USACE staff in designating staging areas.

Monitoring Plan — We will review and revise the existing physical monitoring plan with the intent to evaluate post-construction project performance.

Sediment QA/QC Plan — We will prepare a sediment QA/QC plan whose intent will be to ensure that the beach fill meets FDEP sand requirements. We will review and modify the sediment QA/QC plan developed for Juno Beach to meet the requirements of the Jupiter/Carlin SPP.

Borrow Area Conservation Plan — We will prepare a borrow area conservation plan that provides the most efficient utilization of the borrow material over the course of the initial and subsequent beach nourishment projects.

Water Quality Variance — We will incorporate either the previously permitted water quality variance (0163093-002EV) analysis or the ongoing Juno Beach variance documentation in support of the current Jupiter/Carlin project. This scope of work does not include time to perform additional water quality variance modeling.

Contingency Plan — We will prepare a contingency plan to mitigate potential erosion to beaches should the post-project construction monitoring reveal that the borrow area excavation is responsible for such beach erosion.

We will provide FDEP regulatory staff with three hardcopies and one electronic copy of the permit documents per FDEP requirements. We will provide ERM staff with one hardcopy and one electronic copy of the permit documents.

EXHIBIT A

We will provide ERM with the permit application for their review and approval prior to submittal to the FDEP. We will meet with FDEP and USACE staff and present the details of our permit application at a meeting in Tallahassee and Palm Beach Gardens.

Deliverables for Task 6:

- FDEP permit request submittal to the FDEP (3 hardcopies and 1 electronic copy) and ERM (1 hardcopy and 1 electronic copy)

Cost Task 6 \$28,826

Task 7: Response to FDEP RAIs

Following the initial submission of the permit request, the FDEP will likely respond with requests for additional information (RAI) which will require additional work and revisions to the project design. Accordingly, we have budgeted for one major and one minor revision to the permit application package. Work on this task includes revised engineering analyses and calculations (Tasks 2 and 3), the preparation of one major and one minor set of revised permit drawings, corresponding agency liaison for the sole purpose of revision preparation and submittal, and the preparation of supporting correspondence. In particular, the engineering analyses would likely include both the borrow and fill areas. Our experience with past projects suggests that FDEP comments will likely address the construction fill template, borrow area definition, and project performance issues. Our responses will address environmental and physical impacts of any project redesign on the borrow and fill areas, based on existing information, to support the revised modification request.

We have also budgeted for one director and one project professional to attend a meeting with FDEP staff in Tallahassee to discuss project issues. We have allocated five hours travel (labor) time for each meeting participant.

Deliverables for Task 7:

- Hardcopy and digital documents, including revised reports, data, analysis, and drawings as required for the one major and one minor RAI from the FDEP

EXHIBIT A

Cost Task 7 \$25,098

Task 8: Department of Army Permit Application Revisions

The project will also require a Department of Army (DOA) permit. The Joint Coastal Permit application submitted to the FDEP in Task 6 also serves as the application for a DOA permit. We will respond to questions from the USACE regulatory staff during its review of the DOA permit information.

Following the initial submission of the permit application package, the USACE will likely respond with a series of questions requiring additional work and revisions to the project design. Accordingly, our cost estimates include one major and one minor revision to the permit application.

Deliverables for Task 8:

- Hardcopy and digital documents, including revised reports, data, analysis, and drawings as required for the one major and one minor RAI from the USACE

Cost Task 8: \$12,856

Task 9: Project Coordination

The single most important activity during the permitting process is the establishment and maintenance of a clear line of communications between the applicant and the participating agencies. Early in the project and prior to submitting the JCP application, we will meet with Palm Beach County staff to inform them of and develop concurrence on key project milestones, design details, and the contingency and monitoring plans. We have budgeted for two meetings with the county to develop this concurrence.

For this project coordination and liaison activities will be required with the Jacksonville District USACE, the Florida Fish and Wildlife Conservation Commission (FFWCC), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS). Accordingly, we have budgeted four days of Dr. Srinivas' time for interaction with these agencies. In addition, we have also budgeted four days of Dr. Schropp's and Director's time to coordinate specific environmental and engineering issues following the initial submittal of the permit request.

EXHIBIT A

Cost Task 9 \$22,904

Total Project Cost \$164,763

Summary

We will perform this scope of services for a fixed, lump sum fee of \$164,763. Exhibit B presents the cost proposal. Exhibit C presents a proposed project schedule.

TAYLOR ENGINEERING, INC.
COST SUMMARY
P2007-140: JUPITER/CARLIN RENOURISHMENT DESIGN AND PERMITTING

I. LABOR COST

Description	Man-Hours											Cost
	Pres	VP	Sr Adv	Director	Sr Prof	Proj Prof	Prof	Sr Edit	Sr Tech	Tech	Admin	
Hourly Burdened Rate	186.00	165.00	144.00	125.00	103.00	103.00	73.00	95.00	85.00	58.00	43.00	
Task 1: Collect, Assemble, and Review Data; FDEP Meeting												
1.1 Geotechnical Reports		1.0		1.0	1.0	4.0	4.0				1.0	1,140.00
1.2 Side scan and mag data		1.0		1.0	2.0	4.0	4.0				1.0	1,243.00
1.3 Borrow area survey				1.0	2.0	2.0	2.0		2.0	2.0	1.0	1,012.00
1.4 Others		4.0		1.0	1.0	1.0	1.0				1.0	1,107.00
1.5 FDEP meeting				7.0	7.0	7.0	7.0				1.0	1,639.00
Task 1 Totals		6.0		11.0	6.0	18.0	11.0		2.0	2.0	5.0	6,141.00
Task 1: Collect, Assemble, and Review Data; FDEP Meeting		6.0		11.0	6.0	18.0	11.0		2.0	2.0	5.0	6,141.00
Task 2: Engineering Design of Beach Restoration												
2.1 Baseline template					2.0	4.0	4.0				1.0	953.00
2.2 Background erosion					2.0	4.0	4.0				1.0	953.00
2.3 Overfill analysis				1.0	2.0	8.0	8.0				1.0	1,782.00
2.4 Design and advance maintenance requirement				1.0	2.0	8.0	8.0				1.0	1,782.00
2.5 Construction and equilibrium profiles and fill volumes		1.0		2.0	16.0	24.0	24.0				1.0	6,330.00
2.6 Fill performance				2.0	16.0	20.0	20.0				1.0	5,461.00
2.7 Data analysis to document project need		2.0		1.0	4.0	8.0	8.0		2.0	6.0	1.0	2,836.00
Task 2 Totals		3.0		7.0	44.0	76.0	76.0		2.0	6.0	7.0	20,097.00
Task 2: Engineering Design of Beach Restoration		3.0		7.0	44.0	76.0	76.0		2.0	6.0	7.0	20,097.00
Task 3: Borrow Area Design												
3.1 Borrow area design		4.0		8.0	32.0	32.0	32.0		8.0	8.0	4.0	11,904.00
3.2												-
3.3												-
3.4												-
3.5												-
Task 3 Totals		4.0		8.0	32.0	32.0	32.0		8.0	8.0	4.0	11,904.00
Task 3: Borrow Area Design		4.0		8.0	32.0	32.0	32.0		8.0	8.0	4.0	11,904.00

TAYLOR ENGINEERING INC

38

Task 4: Permit Drawings										1.0	58.00
4.1 Cover sheet										24.0	4,225.00
4.2 Borrow area plans and cross sections	1.0	1.0	4.0	8.0	8.0			8.0		1.0	1,695.00
4.3 Borrow area geotech info	1.0	1.0	2.0	2.0	2.0			4.0		8.0	5,734.00
4.4 Construction plan view and cross sections	1.0	2.0	4.0	12.0	12.0			16.0	24.0	1.0	5,734.00
4.5 Equilibrium plan view and cross section	1.0	2.0	4.0	12.0	12.0			16.0	24.0	1.0	2,851.00
4.6 Details	1.0	1.0	2.0	4.0	4.0			8.0	16.0	1.0	1,931.00
4.7 Electronic submittals	1.0		1.0	2.0	2.0			4.0	16.0	1.0	2,811.00
4.8 Contingencies			2.0	2.0	4.0			8.0	16.0	1.0	25,039.00
Task 4 Totals	6.0	9.0	19.0	44.0	44.0			64.0	129.0	7.0	25,039.00
Task 4: Permit Drawings	6.0	9.0	19.0	44.0	44.0			64.0	129.0	7.0	25,039.00
Task 5: Natural Resources Narrative											
5.1 Estimate 2001 Project's Hardbottom Impacts	2.0	1.0	4.0	12.0	12.0				24.0	4.0	4,543.00
5.2 Prepare Hardbottom Impact Narrative	2.0	1.0	4.0	12.0	12.0				8.0	4.0	3,615.00
5.3 Marine Turtle Narrative	1.0	1.0	2.0	4.0	4.0					4.0	1,372.00
5.4 Compare ETOFs	1.0	1.0	2.0	8.0	8.0				8.0		2,368.00
5.5											-
Task 5 Totals	6.0	4.0	12.0	36.0	36.0				40.0	12.0	11,898.00
Task 5: Natural Resources Narrative	6.0	4.0	12.0	36.0	36.0				40.0	12.0	11,898.00
Task 6: JCP Permit Application											
6.1 Application		4.0	16.0	20.0	20.0				8.0	1.0	6,175.00
6.2 Narratives	1.0	2.0	16.0	20.0	20.0	8.0			8.0	1.0	6,850.00
6.3 Attachments		2.0	8.0	20.0	20.0				8.0	1.0	5,101.00
6.4 Legal description			1.0	1.0	1.0					1.0	322.00
6.5 Staging area			1.0	2.0	2.0				4.0	1.0	730.00
6.6 Borrow area conservation plan	1.0	1.0	2.0	12.0	12.0				4.0	1.0	2,883.00
6.7 Monitoring plan		1.0	4.0	8.0	8.0				1.0	1.0	2,046.00
6.8 Pipeline corridor		1.0	2.0	2.0	2.0				1.0	1.0	784.00
6.9 Sediment QA/QC plan		1.0	1.0	4.0	4.0					1.0	975.00
6.1 Electronic Submittals	1.0		1.0	1.0	1.0					4.0	616.00
6.11 FDEP Meeting		9.0	10.0	2.0						1.0	2,344.00
Task 6 Totals	3.0	21.0	52.0	100.0	92.0	8.0			34.0	14.0	28,826.00
Task 6: JCP Permit Application	3.0	21.0	52.0	100.0	92.0	8.0			34.0	14.0	28,826.00
Task 7: Responses to Two FDEP RAI's											
7.1 Design (complete and partial)		2.0	16.0	20.0	20.0			16.0	24.0	1.0	8,213.00
7.2 Drawings (complete and partial)		2.0	16.0	20.0	20.0			16.0	24.0	1.0	8,213.00
7.3 Correspondence	4.0	2.0	8.0	8.0	8.0	8.0				1.0	3,945.00
7.4 FDEP meeting		7.0	7.0	4.0	4.0					1.0	1,639.00
7.5 Natural Resources	4.0	1.0	4.0	4.0	4.0			8.0	8.0	1.0	3,088.00
Task 7 Totals	8.0	14.0	44.0	59.0	52.0	8.0		40.0	56.0	5.0	25,098.00
Task 7: Responses to Two FDEP RAI's	8.0	14.0	44.0	59.0	52.0	8.0		40.0	56.0	5.0	25,098.00

TAYLOR ENGINEERING INC

39

Task 8: Department of Army Permit Application Revision												
8.1 Initial permit coordination	8.0	16.0	8.0	4.0	4.0	2.0	4.0	4.0	4.0	4.0	5,782.00	
8.2 Response to RAI	8.0	8.0	20.0	10.0	10.0	2.0	4.0	4.0	4.0	7,074.00		
8.3											-	
8.4											-	
8.5											-	
Task 8 Totals	16.0	24.0	28.0	14.0	14.0	4.0	8.0	8.0	8.0	12,856.00		
Task 8: Department of Army Permit Application Revision	16.0	24.0	28.0	14.0	14.0	4.0	8.0	8.0	8.0	12,856.00		
Task 9: Project Coordination												
9.1 County	16.0	12.0	8.0	16.0					2.0	6,698.00		
9.2 COE	20.0	8.0	8.0	4.0					2.0	5,622.00		
9.3 FFWCC	22.0	8.0	8.0	4.0					2.0	5,952.00		
9.4 USFWS	14.0	8.0	8.0	4.0					2.0	4,632.00		
9.5											-	
Task 9 Totals	72.0	36.0	32.0	28.0					8.0	22,904.00		
Task 9: Project Coordination	72.0	36.0	32.0	28.0					8.0	22,904.00		
LABOR TOTALS — HOURS	124.0	134.0	269.0	407.0	357.0	20.0	124.0	283.0	70.0	1,788.0		
LABOR TOTALS — COST	20,460.00	16,750.00	27,707.00	41,921.00	26,061.00	1,900.00	10,540.00	16,414.00	3,010.00	\$164,763.00		

TAYLOR ENGINEERING INC

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Jupiter/Carlin Shore Protection Project Beach Fill Design and Permitting

Task	Month1	Month2	Month3	Month4	Month5	Month6	Month7	Month8	Month9	Month10	Month11	Month12
TASK 1: Collect, Assemble, and Review Data; FDEP Meeting												
TASK 2: Engineering Design of Beach Restoration												
TASK 3: Borrow Area Design												
TASK 4: Permit Drawings												
TASK 5: Natural Resources Narrative												
TASK 6: JCP Permit Application												
TASK 7: Responses to Two FDEP RAI's												
TASK 8: Department of Army Permit Application Revision												
TASK 9: Project Coordination												

41

Taylor Engineering Continuing Contract for Coastal and Marine Engineering

Contract R2008-0410 dated March 1, 2008 for period of two years expires on Feb. 28, 2010

SBE-MBE Goal 15.0% (10% SBE/W; 5% MBE/H)

Task order summary:

TASK NUMBER	TOTAL/ SBE and/or MWBE AMOUNT	TASK DUE DATE	TASK DESCRIPTION	APPROVED BY/DATE
Taylor-01	316,582.00 0.00	1/31/09	2008 North County Sea Turtle Monitoring	BCC 3/11/08
Taylor-01A	49,023.00 0.00	1/31/09	2008 North County Sea Turtle Monitoring	ERM 3/11/08
0410-02	5,000.00 0.00	4/30/08	2007 Jupiter Inlet Ebb Shoal Survey	ERM 4/29/08
0410-03	93,924.00 35,462.00	10/31/08	2008 Regional Monitoring Beach Profiles and 3 Ebb Shoal Surveys	CRC
0410-04	21,766.00 0.00	10/31/08	Ocean Ridge 36 Month Monitoring Report	ERM 7/25/08
0410-05	164,763.00 0.00	9/9/09	Jupiter/Carlin Renourishment Beach Fill and Permitting	BCC

Subtotal: 651,058.00
 Subtotal SBE-MBE: 35,462.00
 Subtotal SBE-MBE Part.: 5.4%

Report Date & Filename: 07/29/08 T:\eer\engser\consult\TAYLOR_2008\[history_0410.xls]Sheet1

42

JC
COPY

R2008 0410

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

This is a Contract made as of MAR 11 2008, 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, January 1, 2001, 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 March 1, 2008 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.

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.

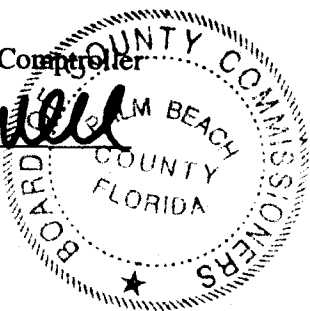
R 2008 0610
MAR 11 2008

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By:

Mary Powell
Deputy Clerk



PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By:

Addie L. Greene
Addie L. Greene, Chairperson

WITNESS:

Carla M. Cannon

Signature

Carla M. Cannon

Name (type or print)

CONSULTANT:

Taylor Engineering, Inc.

Company Name

Steven J. Schropp

Signature

Steven J. Schropp

Name (type or print)

Vice President

Title

(corp.seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:

James E. Miller
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By:

Richard E. Walesky
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.

44

EXHIBIT B
Taylor Engineering, Inc.
Schedule of Hourly Labor Rates
and Equipment Fees and Other Direct Costs
for 2008
Palm Beach County
Coastal & Marine Engineering Services

Position	Rate Basis Hourly Wage	Burdened Hourly Billing Rate*
CEO	86.67	247.00
President	65.26	186.00
Vice President	57.89	165.00
Senior Advisor	50.53	144.00
Director	43.86	125.00
Senior Professional	36.14	103.00
Project Professional	36.14	103.00
Staff Professional	25.61	73.00
Senior Editor	33.33	95.00
Sr. Technical Support	29.82	85.00
Technical Support	20.35	58.00
Administrative	15.09	43.00

Equipment Fee and Other Direct Costs	Rate	Unit
Black & White Photocopies (8-1/2 x 11)	\$0.15	/page
Black & White Photocopies (11 x 17)	\$0.20	/page
Color Photocopies (8-1/2 x 11)	\$1.25	/page
Color Photocopies (11 x 17)	\$1.50	/page
Computer Generated Glossy Plots (24" x 36" Glossy Paper)	\$65.00	/page
Computer Generated Glossy Plots (24" x 36" Standard Paper)	\$35.00	/page
14' Aluminum Jonboat	\$80.00	/day
Truck	\$85.00	/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.

45

2008 -

BGEX - 380 - 07300800000000003188

BGRV - 380 - 07300800000000000654

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 7/29/2008	REMAINING BALANCE
<u>REVENUES</u>							
381-M045 Jupiter/Carlin Shore Protect 2 3439-State Grnt Other Phys Envir	0	144,451	37,311	0	181,762		
TOTAL RECEIPTS & BALANCES	48,617,734	53,703,043	37,311	0	53,740,354		
<u>EXPENDITURES</u>							
381-M045 Jupiter/Carlin Shore Protect 2 3120-Engineering Services	7,677	468,349	37,311	0	505,660	468,348	37,312
TOTAL APPROPRIATIONS & EXPENDITURES	48,617,734	53,703,043	37,311	0	53,740,354		

Environmental Resources
Management

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

Signatures & Dates

Richard E. Winkler 7/30/08

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF
August 19, 2008
Deputy Clerk to the
Board of County Commissioners

116

Attachment 4