

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2008 (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** Task Order No. 0877-03 to continuing Contract (R2008-0877) with Coastal Planning and Engineering, Inc. (CPE) in the amount of \$443,304.80 to provide engineering, design and permitting services for the South Palm Beach & Lantana Erosion Control Project (Project); and,

B) **approve** Budget Amendment of \$88,661 in the Beach Improvement Fund, South Palm Beach Dune Restoration Project, to recognize cost sharing revenue from the Town of South Palm Beach as authorized through an Interlocal Agreement (R2007-0796).

Summary: The BCC approved the Contract with CPE on May 20, 2008 (R2008-0877). Under this Contract, three (3) task orders, including Task Order No. 0877-03, have been issued totaling \$492,631.05. Task Order No. 0877-03 authorizes CPE to continue the coastal engineering, design and permitting services required to further develop the suitable long-term shoreline protection response selected by the County for the eroded Project shoreline. CPE's SBE-MBE goal is 20%. There is 9.62% SBE-MBE subconsultant participation on this Task Order. To date, CPE's total SBE-MBE participation, including Task Order No. 0877-03, is 9.6%.

It is anticipated that the Florida Department of Environmental Protection (FDEP) will reimburse 50% of the project costs through a future grant agreement. The Town of South Palm Beach, through Interlocal Agreement (R2007-0796), agreed to cost share twenty percent (20%) of the total eligible project costs which includes project management, engineering and design, permitting, construction, mitigation and environmental and project performance monitoring. District 4 (JM)

Background and Justification
(Continued on page 3.)

Attachments:

- 1. Task Order No. 0877-03 with Contract History
- 2. Contract (pages 1, 18, Fee Schedule)
- 3. Budget Amendment
- 4. Inter-local Agreement with Town of South Palm Beach (R2007-0796)

Recommended by: Richard E. Wolinsky 9/18/08
Department Director Date
Approved by: [Signature] 9/24/08
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>443,305</u>	_____	_____	_____	_____
External Revenues	<u>(88,661)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>354,644</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Program _____

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

Town of South Palm Beach: \$88,661
 Beach Improvement Fund: \$354,643.80
 FDEP is anticipated to fund 50% of the project.

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

adwillhite 9.22.08
 OFMB *9/22/08* *9/10/08* *Contract Development and Control*
9/23/08

B. Legal Sufficiency:

[Signature] *9/25/08*
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

Background and Justification (continued from page 1):

The shoreline along the Town of South Palm Beach and Lantana Municipal Beach has been designated by FDEP as critically eroded. Since winter 2003, five (5) dune restoration projects have been constructed in an effort to help provide storm protection to upland infrastructure. However, due to continued erosion along the beach and frequent storm events, all five restorations have been washed out, leaving the upland infrastructure with limited storm protection. In April 2006, the BCC approved the South Palm Beach Feasibility Study (Task Order CPE-001), which evaluated both municipalities' shorelines, multiple erosion control alternatives (no action, beach nourishment, groins and breakwaters), and the environmental impacts each alternative may create. CPE completed the Study in June 2007 and the County determined that constructing nearshore limestone breakwaters parallel to the shoreline would be the most appropriate long-term shoreline protection response to the ongoing erosion. The coastal engineering approved within the Study was only sufficient to a feasibility level and further engineering is required in order to design structures that are suitable for construction. In addition to the continued engineering work required, CPE will also submit a Joint Coastal Permit (JCP) application for this project on behalf of the County.

Attachment 1

TASK ORDER

EXHIBIT C

TASK ORDER: 0877-03 CONSULTANT: Coastal Planning & Engineering, Inc.

ACCOUNT: 3652-381-M044-3120-02 CONTRACT: R2008-0877

[Fiscal approval of Budget Availability: Janice Kelly 9/16/08]

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

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

PROJECT NAME: South Palm Beach & Lantana Erosion Control Project

LOCATION/DISTRICT #: South Palm Beach / Lantana / Atlantic Ocean (District 4)

TASK DESCRIPTION (use additional pages if necessary): The consultant shall perform engineering, surveying, and environmental services for the shoreline stabilization of South Palm Beach and Lantana, as described in the attached scope of work.

DELIVERABLES: See scope of work dated 9/5/08.

TASK ORDER TYPE: FIXED PRICE DUE DATE: 5/1/09

TOTAL AMOUNT \$ 443,304.80 See attached proposal dated 9/5/08

(Check where appropriate) for Contract and Subcontract Amounts:

	Black	Hispanic	Women	White Male
M/WBE(State) <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	
SBE-M/WBE* <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	
SBE <input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ <u>11,097.00</u>	\$ <u>31,560.00</u>

*certified as both an SBE and a State MBE

TOTAL SBE-M/WBE PARTICIPATION: \$ 42,657.00

CONSULTANT REP: [Signature] DATE: 9/8/08

DIVISION DIRECTOR: [Signature] DATE: 9/16/08

APPROVED AS TO TERMS AND CONDITIONS:

ERM DIRECTOR: [Signature] DATE: 9/16/08

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ASSISTANT COUNTY ATTORNEY: _____ DATE: _____

BOARD OF COUNTY COMMISSIONERS: _____ DATE: _____

Addie L. Greene, Chairperson

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COASTAL PLANNING & ENGINEERING, INC.

2481 NW BOCA RATON BOULEVARD, BOCA RATON, FL 33431

561-391-8102 PHONE 561-391-9116 FAX
INTERNET: <http://www.coastalplanning.net>
e-mail: mail@coastalplanning.net

February 6, 2008
Revised May 21, 2008
Revised July 16, 2008
Revised September 05, 2008

Kim Zachar
Palm Beach County Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

RE: South Palm Beach/Lantana Request for Task Order

Dear Kim:

This proposal is in response to your request for a proposal for coastal engineering, surveying, and environmental services to proceed with the selected engineering alternative for South Palm Beach and Lantana shorelines. For purposes of this proposal, the project limits extend from the Town of Palm Beach south limit to the Town of Manalapan north limit. Based on our meeting of December 18, 2007, the County staff desires to pursue the breakwaters located between the existing hardbottoms. As the Lantana shoreline is not backed by coastal armoring, stabilization of this section is of particular concern to the County. The County also requested that the volume of any sand fill be minimized and addressed under the County's existing dune restoration permits. During our meeting of December 18, 2007, the County requested several services. These services were further refined during a meeting of April 16, 2008. The following services are proposed:

1. Review of Singer Island Breakwater Permit File and Design Documents.

The County has been independently pursuing a segmented breakwater project offshore of Singer Island. CPE will obtain copies of available FDEP permit applications and processing documents related to the Singer Island project from the State's website. Any supplemental information or USACE and Federal resource agencies documentation will be provided by the County. Coastal Planning & Engineering, Inc. (CPE) will review all existing information for technical, environmental, and strategic approaches to the County's permitting of the breakwaters in Singer Island. Strategic approaches that may expedite the permitting in South Palm Beach/Lantana will be incorporated into the project approach. A discussion of permitting strategies regarding the South Palm Beach/Lantana segmented breakwater proposed project will be provided. CPE will also review any future Singer Island regulatory processing documents provided by the County to incorporate regulatory agency requests or County strategies into the South Palm Beach/Lantana project.

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2. Environmental Benefits and Impacts Assessment.

The County has directed CPE to determine the potential impacts to nearshore and offshore hardbottom resources caused by the shoreline responses to the proposed breakwaters, and to estimate the hardbottom benefits and/or impacts from placing limestone rubblemounds in the shallow waters of Palm Beach County. This assessment will utilize existing hardbottom mapping data and benthic inventory utilized in CPE (2007). The terms nearshore and offshore hardbottoms follow the definitions developed during the CPE (2007) investigations. Benefits associated with the rubble mounds will be limited to the submerged breakwater footprint. The quantity of mitigation will be determined through this analysis and or regulatory requirements. Design of supplementary mitigative reefs (if required) and any associated UMAM assessments is outside the scope of this work.

The extent of the natural nearshore and offshore hardbottom formation exposure in the proposed project area experiences seasonal fluctuations and varies significantly during storm events. These formations can be ephemeral in nature and the quantity and quality of hardbottom changes drastically over short periods; six months to one year (CPE, 2006). During development of the Town of South Palm Beach/Lantana Feasibility Study (CPE, 2007), observation of these changes within the proposed project area led to the examination of historic summer aerial photography of the proposed project area. Exposed hardbottom relative to time was analyzed to approximate the quantity of hardbottom exposed for the years 1993, 2000, 2001, 2003, 2004, 2005, and 2006. While the regulatory agencies will primarily focus on recent hardbottom acreages and trends, CPE will review the County's historical aerials (color positives) to determine if their inclusion in the analysis is beneficial to understanding hardbottom acreage trends in the South Palm Beach/Lantana area. If digitization of the historical color positives is required, separate authorization will be requested.

In order to provide the County, State, and Federal agencies with a habitat analysis of the project area, 2007 aerial photography of the Town of South Palm Beach shoreline and adjacent shorelines (R-128 to R-145) is needed to update and aid in determination of the extent of hardbottom habitat available in the nearshore waters adjacent to the Town of South Palm Beach. The 2007 rectified aerial photography of the Town of South Palm Beach/Lantana shoreline will be provided to CPE by Palm Beach County. CPE will delineate apparent hardbottom resources through digitization. The delineations will be reviewed by a qualified marine biologist. CPE will provide an updated assessment and comparative analysis of the hardbottom acreages. Included in the comparative analysis, the hardbottom resources interpreted by historic aerial photographs will be correlated with the year of exposure to provide a time average method of analysis. Hardbottom acreage trends including persistence will be identified. Following CPE (2007), the hardbottom will be subdivided into nearshore and offshore components. Deliverables will include shape files for all new data sets incorporated into the analysis and GIS datasheets.

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Environmental enhancements will be based on long term monitoring of County and Municipal sponsored mitigation reefs. Results of those projects will be provided to CPE by the County. Non-County projects' data will be obtained from publicly available sources and referenced accordingly. It is expected that these project impact and enhancement assessments may be repeated up to 10 times as the project design evolves based on engineering, environmental constraints, County decisions, and/or regulatory agency decisions. Changes in the design will affect the environmental benefits and impacts to hardbottom resources associated with the project area. In addition, the nearshore and offshore hardbottom habitat associated with any benefits and/or impacts from the project are dynamic in nature. As the design of the project changes, the assessment of the impacts and benefits to the hardbottom community will change. This service is primarily a quantitative and descriptive work effort. Documentation will be incorporated into other services (primarily Task 11). Mitigation design (if required) will be provided under separate authority

3. Nearshore and Offshore Hardbottom Edge Relief Measurements.

Based on our meeting of December 18, the County requested that the vertical relief of the hardbottom habitats at the hardbottom/sand interface be measured to address similar FDEP data requests at Singer Island. CPE reviewed the BEAMR data collected in CPE (2007) and determined that the data will not address this specific request. CPE proposes to survey the inside and outside edges (two (2) north and south transects) of the nearshore hardbottom using GPS surveying technologies, and biologist observations. The intent is to identify the vertical face of the hardbottom at the intersection with the adjacent sandy beach profile. Data will be collected generally every fifty (50) feet along the hardbottom and at all transition points. CPE and a sub consultant will survey two north and south transects along the edges of the offshore hardbottom using biologists' observations and measurements and hydrographic surveying for positioning. Hydrographic surveyors will establish fifty (50) foot spacing along the exposed hardbottom for sampling by the biologist. Again the intent is to identify the vertical relief of the hardbottom intersection with the beach profile. From the data collected, the average and maximum vertical relief will be determined. Survey deliverables will consist of XYZ ASCII files of topography collected by RTK GPS. A survey map of the data and a table will be provided. In accordance with our contract, a CAD file and GIS datasheet will be provided. Survey estimates are based on nearshore hardbottom and offshore hardbottom present between R-133 to R-141 and offshore up to 700 feet from the shoreline. East and west sides of the hardbottom will be measured.

Prior to the start of the survey, reconnaissance of the monuments will be conducted to verify that the survey control is in place and undisturbed. Real Time Kinematics (RTK) Global Positioning System (GPS) will be used to locate and confirm the survey control for this project. In order to achieve required accuracy, the survey will be controlled using FDEP 2nd order monuments. Upon completion of the control reconnaissance survey, survey operations are initiated.

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The nearshore hardbottom relief will be measured throughout the project area using extended rod RTK GPS rovers and standard RTK GPS rovers. Incorporation of the RTK GPS greatly reduces the potential for human error during data collection and reduction. Further, RTK GPS provides centimeter accurate elevations with true horizontal positioning to the survey data point. Elevations will be taken at approximately fifty (50) foot intervals, at transition points, and at areas of highest relief along the hardbottom edge or at sufficient spacing to provide an accurate assessment of average and maximum relief.

The offshore hardbottom edge will be surveyed by divers deployed from CPE's 24' survey vessel. The relief will be measured using graduated survey tapes. A Trimble RTK GPS will be used onboard the survey vessel to provide highly accurate horizontal positions. In order to maintain the vessel navigation, HYPACK navigation software will be used to collect the physical location of each relief measurement. Offshore hardbottom edge measurements will be incorporated into the maps and deliverables described above.

4. Engineering Design and Documentation.

While the feasibility level design in CPE (2007), provided sufficient detail to select an alternative, the design lacked the engineering detail to permit and construct the structures or to assess the anticipated impacts. The feasibility report, CPE (2007), also generated several questions by County and FDEP staffs that were outside the scope of the feasibility scope of work. CPE will address those comments which are related to the segmented breakwaters and its associated impacts (County comments dated 5/18/07, referenced "pg. 96", State comments dated 3/13/07 numbers 2-4 from Junaid As-Salek, last comment (Jet Probe Survey), from FDEP / JCP Section, Bob Brantley comments referenced "III. B.6.C"). The County has indicated that due to the environmental benefits of limestone versus granite, limestone boulders should be utilized where possible and the use of granite should be avoided or minimized. Due to the proximity of the proposed project to the Town of Palm Beach Reach 8 beach and dune nourishment, the effects of the Town's project may influence the performance of the proposed segment breakwaters in South Palm Beach/ Lantana. Due to the uncertainty in the approval of the Town's project, the potential effects of the nourishment will not be incorporated into the proposed analysis. Future assessments of the nourishment effects may be prudent or required by the regulatory agencies, but will be authorized under separate task order.

CPE will address structural engineering, and coastal processes assessments, and environmental enhancement requirements in an active design report. The report will document the assessment and design calculations made as the project evolves from the feasibility level to the final design. The report, as presently conceived, will consist of a brief summary text followed by numerous appendices that will summarize each design component. Topics that will be addressed by the report include:

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Design wave and water level climate.
Littoral budget of project area.
Armor stone stability under design conditions.
Foundation design.
Scour adjacent to breakwaters.
Structural impacts due to storms in excess of design conditions.
Analytic tools for predictions of beach response to breakwaters.
Shoreline modeling (one-line) of beach response to breakwaters.
Minimization of breakwater impacts to adjacent beaches.
Beach response to major storm events.
Potential rip current generation under existing and proposed conditions.
Potential for modification of wave conditions suitable for surfing activities.
Design modifications based on County, FDEP, and USACE comments or requirements.
Numerical modeling results (see Task 5).
Opinions of the probable construct cost.

The report will be suitable for submission to regulatory agencies. The Delft 3D numerical modeling documentation will address FDEP's comment No. 4 dated June 2008 as appropriate. The report is anticipated to evolve during the design process and the permitting process. While the report will be available to the County at any time, three distinct submissions are proposed at this time including one at the time of JCP permit application. Each submission to the County will consist of three hardcopies and one pdf copy of the report. A CAD file of the report graphics will also be submitted. The engineering report will be signed and sealed. Individual drawing will be signed and sealed as appropriate.

The modification of wave climate suitable for surfing activities task will utilize the use of a boussinesq wave model as well as empirical parameters. This effort will include an understanding of the pre project and post project wave conditions and or bathymetric conditions at South Palm Beach / Lantana that are suitable for surfing. Wave simulations with and without the breakwaters will be presented and effects of surfing evaluated. Computer animations will be provided. A report of findings will be included in the design report described above. It is the County's intent to, at a minimum, maintain surfing conditions in the project area.

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5. Numerical Modeling of Beach Morphology.

In addition to the above described engineering, it is recommended that the Delft3D beach morphology software be run for each major design evolution, in full 3D mode with 10 vertical layers to account for three-dimensional effects around the structures. As was demonstrated in the feasibility study, the model has the capability to model the wave and current induced sediment transport in 3 dimensions and the resulting morphologic changes. The model will be a tool for assessing impacts to adjacent beaches, and adjacent nearshore hardbottoms. Model simulations will include runs for 1 year to assess design evolution, short term beach evolution during storms, and long term runs of selected preliminary designs. Beach modeling will include the refinement of the feasibility study calibration using the collected wave and current data, and the updated bathymetry of the project area. The refinement of the model calibration will be submitted to FDEP for review and comment. The refinement report will address FDEP's comments dated June 2008. Two hard copies of the calibration refinement report will be submitted to FDEP and one copy will be submitted to the County. One PDF copy will be provided to the County. Comments received from FDEP within 30 days will be addressed where possible. Results of the model analyses will be incorporated into the design report (Task 4). The effects of the Town of Palm Beach's Reach 8 beach and dune project will not be incorporated into the analysis. If the Town of Palm Beach's project is approved and construction is likely, additional authorization will be requested to model the effects of the project.

6. Pre-design Stakeholder Identification Meeting with Regulatory Agencies.

CPE will attend a meeting with FDEP in Tallahassee, and a meeting with the USACE in Palm Beach Gardens to identify project stakeholders. The County will organize the meetings. The agencies will be notified of the County's intent to construct a segmented breakwater project. A formal presentation of the project as currently conceived will be prepared and provided. Minutes of the meeting will be developed by CPE.

7. Stakeholder Meeting to Review Design.

Upon finalizing a design concept, CPE will attend one meeting of the identified stakeholders to present the design and the environmental investigation findings. A formal presentation of the project will be prepared and provided. The County will organize the meeting which will be located within Palm Beach County. Minutes of the meeting will be developed by CPE.

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8. Beach Profile Survey.

Overview

This survey is designed to satisfy the requirements set forth in Chapter 62B-41.008 of the Florida Statutes for applications for Joint Coastal Permits. Survey requirements are outlined in paragraph (h) and include, in part, the location of the edge of vegetation, location of mean high water, location of all structures within project area, and beach profiles spaced every 500 feet collected within the project area extending at least 1000 feet seaward of the projected construction limit. Additional profiles must be collected at least 1000 feet (laterally) outside the project area.

The beach will also be surveyed to provide additional data for the calibration refinement of the Delft3D model and to document existing conditions. The survey will be scheduled to meet the needs of the engineering analysis and no more than 6 months prior to the anticipated submission of the JCP permit application. The survey will be performed by Sea Diversified, Inc.

Specifically, a total of 74 beach profiles will be collected from FDEP monuments R-132 to R-141. Specifically, 68 beach and nearshore profiles will be collected at 100 foot intervals or at existing FDEP lines from an upland point extending seaward a minimum of 3000 feet. Any 100 foot spaced line falling within 20 feet of a FDEP line will be eliminated. An additional 6 profiles will be collected at 500 foot spacings to comply with 62B-41.008(h) standards. The approximate mean high water line will be located within the project area. The edge of vegetation will be located throughout the survey area. All structures located seaward of the dune will be located. No setbacks, rights of way, utilities, or improvements will be located.

General

Sea Diversified, Inc. shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. All work shall be conducted to the highest level of industry standards and under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. All work shall meet or exceed the Minimal Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Additionally, the survey shall satisfy the requirements set forth in Chapter 62B-41.008, Paragraph (h) of the Florida Statutes pertaining to applications for Joint Coastal Permits.

Horizontal and Vertical Data

Horizontal Data: Feet, relative to the Florida State Plane Coordinate System, East Zone, North American Datum (NAD), 83,90.

Vertical Datum: Feet, relative to the North American Vertical Datum, (NAVD) of 1988.

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Field Data Collection

Obtain onshore and offshore data at FDEP range monuments R-132 to R-141 including intermediate profile lines specifically described above. Data collection at FDEP range monuments shall extend from the monument seaward 3000 feet along historical azimuths. Intermediate profiles shall extend from an established upland baseline seaward to the thirty (30) foot contour line. Profile azimuths for the intermediate lines will be equivalent to the survey conducted by SDI in year 2006. The survey shall include the location of the approximate Mean High Water Line (MHWL). Additionally, the survey shall include the location of the seaward edge of vegetation and the location of structures seaward of the seaward toe of dune. The scope of work does not include the location of setbacks, right of ways, utilities or other improvements not specifically identified, herein.

Upland profile data will be collected using either conventional differential leveling or Real-time kinematic Differential Global Positioning techniques. Data points will be collected at a maximum interval of twenty-five (25') feet and at all grade breaks (exceeding six inches) and material changes along the profile. The upland portion of the survey shall extend from the monument, seawall or baseline seaward to overlap the offshore portion of the survey a minimum distance of fifty (50) feet.

In the event there is a physical barrier on line between the beach and the monument or intermediate profile baseline location, every reasonable attempt shall be made to extend the survey beyond the barrier to the reference monument or baseline position. It is understood that certain physical barriers may be considered impassible such as large buildings, private residences with difficult access, waterbodies, mangroves or other heavy vegetation requiring line clearing. At the discretion of the surveyor, data collection will be terminated at the first physical barrier if deemed impassible using practical means of extending the survey landward. Profiles terminated due to impassible barriers will be noted in the field books.

Bathymetric data shall be collected using an automated hydrographic system comprised of a survey launch equipped with a marine grade sounder, differential global positioning system and computer based navigation / data collection system. The sounder shall be calibrated via bar checks prior to the start of the survey. Prior to the start of the survey a tide staff will be established in proximity to the project for recording water levels during the course of the data collection activities. The tide staff will be set relative to published control in the vicinity of the project.

Data Processing and Final Deliverables

Upon completion of field survey activities, data will be edited and reduced to the project datum and formatted as required for bathymetric modeling and chart preparation. Final data, reduced to an x,y,z ASCII format will be imported to a CADD environment and subsequently translated to

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Digital Terrain Model (DTM) for preparing contour charts, profile plots or other deliverables associated with the project.

Final deliverables shall include the following:

- Draft contour maps (2 copies, 22"x34" paper).
- Certified contour maps provided in hardcopy format (five (5) copies, 22"x34" paper media).
- Certified profile plots provided in hardcopy format (five (5) copies, 22"x34" paper media).
- Electronic CADD files (two (2) copies - MicroStation (.dgn), AutoCAD (.dwg) or other version required).
- Electronic data files-ASCII (.xyz)(two (2) copies).
- Metadata files meeting County requirements.

Charts shall include the following:

- Contours depicted at intervals of one (1).
- Horizontal and vertical control tabulation encompassing coordinates of all reference monuments and profile azimuths.
- Location with coordinates of all FDEP survey reference monuments within the limits of the project including the nearest adjacent monument both north and south of the project limits.
- Mean High Water (MHW) and Mean Low Water (MLW) including location or Erosion Control Line (ECL), if applicable. Elevations to be provided by the CPE or FDEP.
- Location and aerial based extent of exposed hardbottom or beach and nearshore rock outcrops within the limits of the project.
- Chart scale, north arrow, dates of the survey and all applicable notes pertinent to the survey.
- Signature and seal of a Florida registered Professional Surveyor and Mapper.

9. JCP Application.

In order to initiate regulatory review of this project, a JCP permit application will be developed based on the feasibility study, engineering complete at the time of the application and an updated hydrographic survey (Task 9). The preliminary design drawings will be signed and sealed as required.

This scope of work excludes addressing any regulatory agency requests for additional information which will be addressed by separate authorization. It is not known whether the USACE will determine the application complete and issue a public notice, nor whether the USFWS, NMFS, or EPA determine whether they have sufficient information to initiate their 135

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day clocks for biological opinion development. The biological opinions from USFWS and/or NMFS will require coordination with these agencies which will be proposed as part of the permit processing. Permit fees are the responsibility of the County and are excluded from CPE's engineering cost estimate. Due to the potential for modification of the design during the permitting processing, State Lands submerged lands easements will not be prepared as part of the application, but will be addressed in the responses to agency requests for additional information. Similarly, development of final plans and specifications will be excluded from the application. This work will be covered by separate authorization.

Obtaining riparian owner approval and a letter of local comprehensive plan consistency will be the responsibility of the County. As the project is currently conceived, no beach fill is proposed so no erosion control line is anticipated to be required. Deliverables include a draft hard copy for County review and comment, a final hardcopy and a pdf copy of the application to the County and sufficient copies for FDEP and the USACE requirements. This will include a copy to NOAA-NMFS. The application will include the application forms, appropriate attachments, and permit sketches.

10. Meetings with County Staff.

CPE will attend up to 6 meetings with County staff to update them on the progress of the design, surveys, and permit application. These meetings will utilize draft work products and be informal in nature. CPE will provide minutes of these meetings. CPE will supply the County with a short narrative of the work progress each month suitable for inclusion in the County's monthly newsletter. The narrative will be submitted electronically.

11. Nearshore Seismic-Reflection Sub-bottom Profile Survey.

CPE will conduct sub-bottom profiling surveys in order to identify the depth of the underlying rock for breakwater foundations. CPE will use EdgeTech's X-STAR Full Spectrum SB424 "chirp sonar" instrumentation to acquire shallow sub-bottom data. The EdgeTech SB424 system is a high-resolution, lower penetration unit that will show a distinct reflector at the boundary of solid rock layers within the project area.

CPE will collect at least 9.5 nautical miles of seismic-reflection "chirp" sub-bottom profile data throughout the project area in order to characterize the shallow, consolidated rock structure beneath the seafloor. The tracklines will be designed in a way that optimizes coverage of the sandy seafloor for the planned project area. The survey transects will be located in the area between R-134 and R-138+500. The general guide for survey design is described below. This design is meant as a guideline to target a degree of survey coverage for the project area. As described later, this general layout may be altered to address specific coverage needs for the final breakwater design.

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The primary survey lines will consist of ten shore-parallel transects approximately 4,500 feet in length and spaced approximately 25 feet apart. These transects will be centered on the latest planned breakwater design at the time of the survey. The secondary "tie-line" transects will consist of 18 shore-perpendicular lines approximately 700 feet long and spaced approximately 200 feet apart. The shore-perpendicular lines will begin as close to the shoreline as practical and extend beyond the offshore rock outcropping, with the central, sandy bottom region as the main target area for the survey. The final layout of these lines will also be based on the latest breakwater design at the time of the survey.

In order to best characterize the shallow sub-surface rock structure beneath the sandy seafloor in the planned breakwater project area, CPE may alter minor components of the generalized survey plan described above in order to better target specific areas vital to the breakwater design. Immediately prior to the survey, the latest aerial imagery and breakwater design will be reviewed in order to optimize the layout of the lines to target the sandy bottom between hardbottom exposures and along the most recent preliminary breakwater design.

The surveys will be planned for sea and tide conditions that allow for data collection as close to the shoreline as safely possible. CPE will identify the best weather window for these surveys with the understanding that calm conditions will provide superior seismic data and the ability to survey close to the shoreline.

Investigation Equipment and Methods

RTK GPS Navigation and Data Acquisition

Trimble RTK GPS receivers will provide centimeter scale accuracy (both horizontally and vertically) necessary for knowing the survey position in real time and applying that information to the geophysical data. This will allow the multiple data sets to be accurately compared and referenced spatially, critical for the detailed elevation analysis required.

Navigational and depth sounder systems will be interfaced with an onboard computer, and the data integrated in real time using HYPACK 6.2B[®] navigation software. After processing, the navigation data is stored in the HYPACK system and then exported to a *.dxf* file and imported into ESRI[®] ArcMap 9.2 in order to create GIS shapefiles for analysis and report preparation.

Bathymetric Survey

A bathymetric survey will be conducted simultaneously with the sub-bottom survey (described below). The purpose of the bathymetric survey will be to document the water depths and seafloor elevations along seismic survey lines. The bathymetric survey operations will be conducted from CPE's survey vessel following the methods used in the beach profile survey.

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Seismic-Reflection Sub-bottom Profile Survey

EdgeTech's X-STAR CHIRP 424 X-STAR Full Spectrum Sonar is a versatile wideband FM sub-bottom profiler that collects digital normal incidence reflection data over many frequency ranges (4 to 24 kHz). This instrumentation generates cross-sectional images of the seabed. The X-STAR system transmits an FM pulse that is linearly swept over a full spectrum frequency range (also called a "chirp pulse"). The tapered waveform spectrum results in images that have virtually constant resolution with depth. All sub-bottom data will be recorded on the acquisition computer hard disk and backed-up on portable media daily.

Data Reduction and Product Development

All sub-bottom data will be processed and interpreted (using Chesapeake Technologies geophysical software package SonarWiz.MAP +SBP[®]) to locate and map the depth to the first solid rock surface (i.e. unconsolidated sediment thickness, or "isopach" map). The thickness of sediment overlaying the first rock reflector will be exported and gridded in order to identify areas where sub-surface rock is not exposed, but is shallower than several feet beneath the seafloor.

CPE will also process the bathymetry collected during this survey in order to produce an accurate bathymetric map of the seafloor. The gridded seafloor elevation together with the sediment thickness map will provide elevation control for the subsurface rock reflector.

Deliverables

Deliverables shall include final digital X, Y, Z bathymetric data files and processed sub-bottom data reduced to an X, Y, Thickness format. Isopach maps showing bathymetric depths as well as stratigraphic thickness of sand over underlying rock will be provided for each study area. Additionally, digital HTML/JPEG file combinations for each sub-bottom profile will be included. These files allow for the graphical sub-bottom data to be viewed in a standard web browser software environment, permitting the user to view the interpreted sub-bottom profiles graphically as well as navigate the sub-bottom profiles with the cursor, providing X, Y, and Z values for the sub-bottom profile. ASCII x, y, z files, and CAD files will be submitted. A GIS datasheet will be submitted.

Schedule

A preliminary schedule for the above described work is provided on the attached chart. The chart assumes a August 15th notice to proceed. A revised schedule will be submitted upon issuance of a notice to proceed by the County and include revisions to any County comments.

Compensation

The cost for these services is a lump sum of \$443,304.80. The work will be billed in accordance with CPE's contract. A detailed cost breakdown is attached to this proposal.

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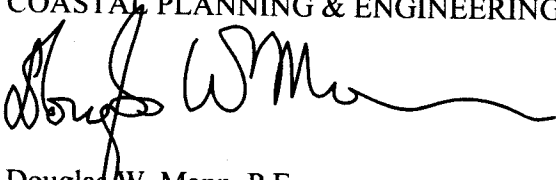
OSBA Participation

CPE proposes to include CZR, Inc. and Sea Diversified, Inc. as small business participants on this project. CZR's participation is estimated at \$11,097.00. A copy of their proposal is attached. Sea Diversified, Inc. participation is estimated at \$31,560.00. A copy of their proposal is attached.

Please authorize us to proceed by issuance of a task order. If you have any questions please call me.

Very truly yours,

COASTAL PLANNING & ENGINEERING, INC.



Douglas W. Mann, P.E.
Senior Coastal Engineer

Enclosures

cc: Tom Campbell, P.E., CPE
Lindino Benedet, CPE
James Taylor, CPE
Angela Delaney, CPE
Jeff Andrews, PSM, CPE

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PALM BEACH COUNTY, FLORIDA

TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT

September 5, 2008

PREPARED BY:



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**COST SUMMARY
PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT**

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

PAGE	DESCRIPTION	LABOR COSTS	EQUIPMENT COSTS	DIRECT COSTS	SUBCONSULTANT COSTS	SUBCONSULTANT ADMIN COSTS	TASK COSTS
	<u>TASK 1</u>						
5	REVIEW OF SINGER ISLAND BREAKWATER PERMIT FILE AND DESIGN DOCUMENTS	\$19,608.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,608.00
	<u>TASK 2</u>						
6	NEARSHORE HARDBOTTOM BENEFITS AND IMPACTS ASSESSMENT	\$33,662.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,662.00
	<u>TASK 3</u>						
7	NEARSHORE AND OFFSHORE HARDBOTTOM EDGE RELIEF MEASUREMENTS AND CHARACTERIZATION	\$17,732.00	\$5,510.00	\$0.00	\$11,097.00	\$554.85	\$34,893.85
	<u>TASK 4</u>						
8	ENGINEERING DESIGN AND DOCUMENTATION	\$173,639.00	\$0.00	\$241.20	\$0.00	\$0.00	\$173,880.20
	<u>TASK 5</u>						
9	NUMERICAL MODELING OF BEACH MORPHOLOGY	\$88,622.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$96,622.00
	<u>TASK 6</u>						
10	PRE-DESIGN STAKEHOLDER IDENTIFICATION MEETING WITH REGULATORY AGENCIES	\$4,278.00	\$0.00	\$900.00	\$0.00	\$0.00	\$5,178.00
	<u>TASK 7</u>						
11	STAKEHOLDER MEETING TO REVIEW DESIGN	\$2,574.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,574.00
	<u>TASK 8</u>						
12	TOPOGRAPHIC AND HYDROGRAPHIC SPECIAL PURPOSE SURVEY (62b-41.008(h))	\$0.00	\$0.00	\$0.00	\$31,560.00	\$1,578.00	\$33,138.00
	<u>TASK 9</u>						
13	JOINT COASTAL PERMIT (JCP) APPLICATION	\$22,841.00	\$0.00	\$114.75	\$0.00	\$0.00	\$22,955.75
	<u>TASK 10</u>						
14	PROGRESS MEETINGS WITH COUNTY STAFF	\$5,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,250.00
	<u>TASK 11</u>						
15	NEARSHORE SUB-BOTTOM SURVEY TO MAP SUBSURFACE ROCK FOUNDATION	\$11,258.00	\$4,285.00	\$0.00	\$0.00	\$0.00	\$15,543.00
		\$379,464.00	\$17,795.00	\$1,255.95	\$42,657.00	\$2,132.85	\$443,304.80

**PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED
BREAKWATER PROJECT
LABOR, EQUIPMENT & DIRECT COST RATES**

	2008
LABOR RATES (HOURLY)	
Principal Engineer	\$285.00
Senior Coastal Engineer I	\$127.00
Coastal Engineer Modeler	\$91.00
Cert. Hydrographic Surveyor (P.S.M.)	\$144.00
Coastal Engineer	\$79.00
Jr. Coastal Engineer	\$65.00
Vice President - Env. Studies	\$113.00
Senior Marine Biologist	\$79.00
Marine Biologist	\$71.00
Senior Geologist	\$136.00
Project Geologist	\$81.00
Survey Manager	\$77.00
Senior CADD Operator	\$98.00
CADD Operator	\$63.00
Sr. GIS Operator	\$84.00
GIS Operator	\$70.00
Field Crew Chief	\$58.00
Survey Technician	\$52.00
Clerical	\$51.00
Geologist	\$55.00
EQUIPMENT RATES	
Vehicle Mileage	\$0.00
Survey Boat (28 feet)	\$850.00
Survey Boat (24 foot)	\$790.00
RTK GPS	\$495.00
Navigation System	\$260.00
Heave Compensator	\$215.00
Velocity Probe	\$63.00
John Deere Gator ATV	\$105.00
Fathometer	\$165.00
EdgeTech's X-Star Chirp Sub-Bottom Profiler	\$1,150.00
Land Camera	\$0.00
Jet Pump	\$55.00
SCUBA Equipment and Insurance	\$75.00
SCUBA Tanks	\$5.00
Garmin Handheld GPS	\$10.00
U/W Video Camera	\$115.00
DELFT3D Model (1)	\$8,000.00
DIRECT COSTS	
Black and White Photocopies - 8.5 x 11	\$0.15
Black and White Photocopies - 11 X 17	\$0.20
Black and White Photocopies - Heavy Bond	\$0.30
Black and White Photocopies - Cover Stock	\$0.50
Color Photocopies - 8.5 x 11	\$0.50
Color Photocopies - 11 x 17	\$0.75
Color Photocopies - Heavy Bond	\$1.50
Color Photocopies - Card Stock	\$1.75
CADD Plotter Copies - ANSI D	\$4.00
	\$0.00
Report Binders	\$5.00
Digital Video Disc (DVD)	\$10.00
Compact Disc (CD)	\$5.00
Digital Video (DV) Cassette Tapes	\$5.00

NOTE (1): DELFT3D MODEL FEE INCLUDES WAVE MODEL, 3D CURRENT MODULE, AND 3D MORPHOLOGY MODULE.

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**PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED
BREAKWATER PROJECT**

**CZR INCORPORATED (SUBCONSULTANT)
LABOR RATES**

	Labor Rate
LABOR RATES (HOURLY)	
Principal	\$275.00
Technical Director II	\$170.00
Technical Director II	\$146.00
Sr. Environmental Scientist I	
Susan Hudgens	\$140.00
Tom Fucigna	\$140.00
Craig Wilcox	\$106.00
Sr. Environmental Scientist II	\$124.00
Biologist I	
Michael Hubbard	\$60.00
Lorrie Laliberte	\$60.00
Travis Brown	\$60.00
Steven Beck	\$58.00
Randall Pulley	\$58.00
Kelly Chance	\$53.00
Forester	\$45.00
Secretarial	
Jupiter	
Terri Baz	\$77.00
Janice Benigno	\$77.00
Wilmington	
Amie Strohmeier	\$55.00
Dede Proulx	\$55.00
Graphic Design	\$86.00
Barbara Goad	\$90.00
Terry Jones	\$82.00
Graphic Assistant	\$70.00
Benthic Specialist	\$75.00
EQUIPMENT RATES (DAILY)	
Scuba Gear	\$50.00

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PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
REVIEW OF SINGER ISLAND BREAKWATER PERMIT FILE AND DESIGN DOCUMENTS

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 1 REVIEW OF SINGER ISLAND BREAKWATER PERMIT FILE AND DESIGN DOCUMENTS	LABOR COSTS						DIRECT COSTS		
	Senior Coastal Engineer I (Hours)	Vice President - Env. Studies (Hours)	Senior Marine Biologist (Hours)	Coastal Engineer (Hours)	Project Geologist (Hours)	Clerical (Hours)	Black and White Photocopies - 8.5 x 11 (No.)	Color Photocopies - 8.5 x 11 (No.)	Black and White Photocopies - 11 X 17 (No.)
1 ADMINISTRATION	2	2	2						
2 REVIEW AND DOCUMENTATION									
A. PERMIT FILE ACQUISITION AND EVALUATION	40	8	40	40					
B. FUTURE REGULATORY ACTIONS REVIEW	16	4	16	10					
C. SUMMARY OF PERMITTING STRATEGY	2	4	10	8			0	0	0
Total =	60	18	68	58	0	0	0	0	0
Rate / Hour =	\$127.00	\$113.00	\$79.00	\$79.00	\$81.00	\$51.00	\$0.15	\$0.50	\$0.20
Cost =	\$7,620.00	\$2,034.00	\$5,372.00	\$4,582.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK 1 LABOR COST =	\$19,608.00								
TASK 1 EQUIPMENT COST =	\$0.00								
TASK 1 DIRECT COST =	\$0.00								
TASK 1 TOTAL COST =	\$19,608.00								

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PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
NEARSHORE HARDBOTTOM BENEFITS AND IMPACTS ASSESSMENT

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 2 NEARSHORE HARDBOTTOM BENEFITS AND IMPACTS ASSESSMENT	LABOR COSTS													EQUIPMENT COSTS
	Senior Coastal Engineer I (Hours)	Vice President - Env. Studies (Hours)	Senior Marine Biologist (Hours)	Coastal Engineer Modeler (Hours)	Marine Biologist (Hours)	Cert. Hydrographer / Surveyor (Hours)	Survey Manager (Hours)	Survey Technician (Hours)	Senior CADD Operator (Hours)	Sr. GIS Operator (Hours)	GIS Operator (Hours)	Clerical (Hours)	ACA Sub-Consultant (Contract)	RTK GPS (Days)
1 ADMINISTRATION														
4 AERIAL PHOTOGRAPHY ANALYSIS AND DIGITIZED HARDBOTTOM DELINEATIONS														
A. INCORPORATE COUNTY 2007 AERIALS INTO DATABASE			8		16				2		8			
B. DIGITIZE HARDBOTTOM FROM AERIAL IMAGERY			12		40				2		16			
C. TIME-AVERAGED HARDBOTTOM CELL ANALYSIS ON 2007 AERIALS			8		8									
D. REVIEW COUNTY HISTORIC COLOR POSITIVES								8						
5 NEARSHORE HARDBOTTOM EVALUATION OF PROJECT RELATED BENEFITS / IMPACTS		2	12		24			8						
A. HISTORIC COMPARISON OF TIME-AVERAGED EXPOSED HARDBOTTOM ANALYSIS	12	12	40	40	80	0	0	28	2	4	24	8	\$0.00	0
B. ANALYSIS OF ENVIRONMENTAL BENEFITS / IMPACTS ASSOCIATED WITH PROJECT DESIGN									6	44	36	8	\$0.00	0
Total =	12	14	80	40	168	0	0	28	2	4	24	8	\$0.00	0
Rate / Hour =	\$127.00	\$113.00	\$79.00	\$91.00	\$71.00	\$144.00	\$77.00	\$52.00	\$98.00	\$84.00	\$70.00	\$51.00	1.00	\$495.00
Cost =	\$1,524.00	\$1,582.00	\$6,320.00	\$3,640.00	\$11,928.00	\$0.00	\$0.00	\$1,456.00	\$588.00	\$3,696.00	\$2,520.00	\$408.00	\$0.00	\$0.00
TASK 2 LABOR COST =	\$33,662.00													
TASK 2 SUBCONTRACTOR COST =	\$0.00													
TASK 2 SUB-CONSULTANT ADMINISTRATIVE COST (5%) =	\$0.00													
TASK 2 EQUIPMENT COST =	\$0.00													
TASK 2 TOTAL COST =	\$33,662.00													

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**PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
ENGINEERING DESIGN AND DOCUMENTATION**

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 4 ENGINEERING DESIGN AND DOCUMENTATION	LABOR COSTS							Sub Consultant (\$)	DIRECT COSTS			
	Principal Engineer (Hours)	Senior Coastal Engineer I (Hours)	Coastal Engineer Modeler (Hours)	Coastal Engineer (Hours)	Senior CADD Operator (Hours)	CADD Operator (Hours)	Clerical (Hours)		Black and White Photocopies - 8.5 x 11 (No.)	Black and White Photocopies - 11 X 17 (No.)	Color Photocopies - 11 x 17 (No.)	Report Binders (No.)
ADDRESS COUNTY & FDEP COMMENTS FROM FEASIBILITY STUDY		24		80								
DESIGN WAVE & WATER LEVEL CLIMATE		8		60	1	4	2					
LITTORAL BUDGET OF PROJECT AREA		24		60	1	4	1					
ARMOR STONE STABILITY OF DESIGN CONDITIONS	1	24		60	1	6	2					
FOUNDATION DESIGN	1	16		40	1	4	2					
SCOUR ADJACENT TO BREAKWATERS		8		32		2	1					
STRUCTURAL IMPACTS DUE TO STORMS	2	24		60	1	4	2					
ANALYTIC TOOLS FOR BEACH RESPONSE		12		60	1	2	1					
SHORELINE MODELING (ONE-LINE) OF BEACH RESPONSE		40	60		4	12	8					
MINIMIZATION OF IMPACTS TO ADJACENT BEACHES	2	40	32	32	2	12	4					
RIP CURRENT POTENTIAL ANALYSIS		20	40	40		8	2					
WAVE CLIMATE CHANGES WITH RESPECT TO SURFING		32	300	30	8	8	2	0				
BEACH RESPONSE TO MAJOR STORMS	2	20	60		2	8	4					
DESIGN MODIFICATIONS BASED ON COUNTY, FDEP, & USACE COMMENTS	2	40	40	40	4	16	4					
DOCUMENTATION OF RESULTS	4	40	40	40	12	24	40					
REPORT SUBMITTALS (3)		12	24	8		4	24					
Total =	14	384	596	642	38	118	99	0	360	36	180	9
Rate / Hour =	\$265.00	\$127.00	\$91.00	\$79.00	\$98.00	\$63.00	\$51.00	\$1.00	\$0.15	\$0.20	\$0.75	\$5.00
Cost =	\$3,710.00	\$48,768.00	\$54,236.00	\$50,718.00	\$3,724.00	\$7,434.00	\$5,049.00	\$0.00	\$54.00	\$7.20	\$135.00	\$45.00
TASK 4 LABOR COST =	\$173,639.00											
TASK 4 SUBCONSULTANT COST =	\$0.00											
TASK 4 SUB-CONSULTANT ADMINISTRATIVE COST (5%) =	\$0.00											
TASK 4 EQUIPMENT COST =	\$0.00											
TASK 4 DIRECT COST =	\$241.20											
TASK 4 TOTAL COST =	\$173,880.20											

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**PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
NUMERICAL MODELING OF BEACH MORPHOLOGY**

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 5 NUMERICAL MODELING OF BEACH MORPHOLOGY	<u>LABOR COSTS</u>						<u>EQUIPMENT COSTS</u>
	Principal Engineer (Hours)	Senior Coastal Engineer I (Hours)	Coastal Engineer Modeler (Hours)	Senior CADD Operator (Hours)	CADD Operator (Hours)	Clerical (Hours)	DELFT3D Model (1) (Runs)
1 MODEL GRID REFINEMENT AND CONVERSION TO 3D (10 VERTICAL LAYERS)			54				1
2 BOUNDARY SCHEMATIZATION AND MODEL VALIDATION WITH NEW ADCP DATA		8	60				
3 MODEL VALIDATION TO NEW BEACH PROFILE SURVEY DATA		12	60				
4 REFINEMENT REPORT	2	12	76	4	16	10	
5 COORDINATE AND INCORPORATE FDEP COMMENTS		2	12				
6 IMPLEMENTATION OF ALTERNATIVES IN THE MODEL		8	32		8		
7 ONE YEAR MORPHOLOGY SIMULATIONS (AT LEAST 12 ALTERNATIVES)	2	24	80	2	10		
8 FIVE YEAR MORPHOLOGY SIMULATIONS (6 ALTERNATIVES)		18	64	2	6		
9 STORM SIMULATIONS (6 ALTERNATIVES, 2 STORMS EACH)		18	60				
10 PROCESSING & ANALYSIS OF RESULTS	2	4	40	6	30		
11 TECHNICAL REPORT	4	40	100	4	20	28	
Total =	10	146	638	18	90	38	1
Rate / Hour =	\$265.00	\$127.00	\$91.00	\$98.00	\$63.00	\$51.00	\$8,000.00
Cost =	\$2,650.00	\$18,542.00	\$58,058.00	\$1,764.00	\$5,670.00	\$1,938.00	\$8,000.00
TASK 5 LABOR COST =	\$88,622.00						
TASK 5 EQUIPMENT COST =	\$8,000.00						
TASK 5 DIRECT COST =	\$0.00						
TASK 5 TOTAL COST =	\$96,622.00						
	NOTE (1): DELFT3D MODEL FEE INCLUDES WAVE MODEL, 3D CURRENT MODULE, AND 3D MORPHOLOGY MODULE.						

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**PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
PRE-DESIGN STAKEHOLDER IDENTIFICATION MEETING WITH REGULATORY AGENCIES**

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 6 PRE-DESIGN STAKEHOLDER IDENTIFICATION MEETING WITH REGULATORY AGENCIES	LABOR COSTS		DIRECT COSTS					EQUIP. COSTS	
	Senior Coastal Engineer I (Hours)	Senior Marine Biologist (Hours)	Airfare	Car Rental	Meals	Parking	Fuel	Vehicle Mileage (Miles)	
1 PRESENTATION PREPARATION	4	4							
2 IDENTIFICATION OF STAKEHOLDERS MEETING AT FDEP	10	10	\$800	\$50	\$22	\$24	\$4	0	
3 IDENTIFICATION OF STAKEHOLDERS MEETING AT USACE	6	6							
4 IDENTIFY ESA SPECIES & ESSENTIAL FISH HABITAT CONSIDERATIONS		2							
	Total =	20	22	\$800	\$50	\$22	\$24	\$4	0
	Rate / Hour =	\$127.00	\$79.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00
	Cost =	\$2,540.00	\$1,738.00	\$800.00	\$50.00	\$22.00	\$24.00	\$4.00	\$0.00
	TASK 6 LABOR COST =	\$4,278.00							
	TASK 6 EQUIPMENT COST =	\$0.00							
	TASK 6 DIRECT COST =	\$900.00							
	TASK 6 TOTAL COST =	<u>\$5,178.00</u>							

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**PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
STAKEHOLDER MEETING TO REVIEW DESIGN**

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 7 STAKEHOLDER MEETING TO REVIEW DESIGN	<u>LABOR COSTS</u>			<u>EQUIP. COSTS</u>
	Senior Coastal Engineer I (Hours)	Senior Marine Biologist (Hours)	Clerical (Hours)	Vehicle Mileage (Miles)
1 ADMINISTRATION				
2 PREPARE & ATTEND STAKEHOLDER MEETING TO REVIEW DESIGN	12	12	2	0
Total =	12	12	2	0
Rate / Hour =	\$127.00	\$79.00	\$51.00	\$0.00
Cost =	\$1,524.00	\$948.00	\$102.00	\$0.00
TASK 7 LABOR COST =	\$2,574.00			
TASK 7 EQUIPMENT COST =	\$0.00			
TASK 7 DIRECT COST =	\$0.00			
TASK 7 TOTAL COST =	\$2,574.00			

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PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
TOPOGRAPHIC AND HYDROGRAPHIC SPECIAL PURPOSE SURVEY (62b-41.008(h))

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 8	<u>LABOR COSTS</u>						<u>Subconsultant</u>	<u>EQUIPMENT COSTS</u>				
	Cert. Hydrographic Surveyor (Hours)	Survey Manager (Hours)	Field Crew Chief (Hours)	Survey Technician (Hours)	Senior CADD Operator (Hours)	CADD Operator (Hours)		Sea Diversified (\$)	Survey Boat (24 foot) (Days)	RTK GPS (Days)	Heave Compensator (Days)	Velocity Probe (Days)
TOPOGRAPHIC AND HYDROGRAPHIC SPECIAL PURPOSE SURVEY (62b-41.008(h))												
1. ADMINISTRATION							\$31,560					
2. TOPOGRAPHIC AND HYDROGRAPHIC 62b-41.008(h) SURVEY												
a.												
b.												
c.												
d.												
e.												
f.												
g.												
	Total =	0	0	0	0	0	\$31,560	0	0	0	0	0
	Rate / Hour =	\$144.00	\$77.00	\$58.00	\$52.00	\$98.00	\$1.00	\$790.00	\$495.00	\$215.00	\$63.00	\$215.00
	Cost =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TASK 8 LABOR COST =	\$0.00										
	TASK 8 SUBCONSULTANT COST =	\$31,560.00										
	TASK 8 SUBCONSULTANT ADMINISTRATION (5%) =	\$1,578.00										
	TASK 8 EQUIPMENT COST =	\$0.00										
	TASK 8 DIRECT COST =	\$0.00										
	TASK 8 TOTAL COST =	\$33,138.00										

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PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
JOINT COASTAL PERMIT (JCP) APPLICATION

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK #	LABOR COSTS											DIRECT COSTS						
	Principal Engineer (Hours)	Senior Coastal Engineer (Hours)	Vice President - Env. Studies (Hours)	Senior Marine Biologist (Hours)	Coastal Engineer (Hours)	Marine Biologist (Hours)	Project Geologist (Hours)	Senior CADD Operator (Hours)	CADD Operator (Hours)	GIS Operator (Hours)	Clerical (Hours)	Black and White Photocopies - 8.5 x 11 (No.)	Black and White Photocopies - 11 X 17 (No.)	Color Photocopies - 8.5 x 11 (No.)	Color Photocopies - 11 x 17 (No.)	Report Binders (No.)		
1	JOINT COASTAL PERMIT (JCP) APPLICATION																	
		2			8													
		2			4													
		8			16		2	16										
		2			4													
		1			4													
			4		4		2	2	2									
			2		4		2	2	4									
			2		4													
			2		4		2	2	2									
			2		4													
			2		2													
			2		8		2	2	4									
			2		8													
			2		2													
			2		8		2	2	4									
			2		8		2	2	2	16								
		2	4	2	4		2	2	2	16	225	30	75	30	3			
		2	19	20	44	36	14	28	18	16	225	30	75	30	3			
		Rate / Hour =	\$265.00	\$127.00	\$113.00	\$79.00	\$71.00	\$81.00	\$98.00	\$63.00	\$70.00	\$51.00	\$0.15	\$0.20	\$0.50	\$0.75	\$5.00	
		Cost =	\$530.00	\$2,413.00	\$2,260.00	\$3,476.00	\$2,844.00	\$6,106.00	\$0.00	\$1,372.00	\$1,764.00	\$1,260.00	\$816.00	\$33.75	\$8.00	\$37.50	\$22.50	\$15.00
		TASK # LABOR COST =	\$22,841.00															
		TASK # DIRECT COST =	\$114.75															
		TASK # TOTAL COST =	\$22,955.75															

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PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
PROGRESS MEETINGS WITH COUNTY STAFF

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 10 PROGRESS MEETINGS WITH COUNTY STAFF	<u>LABOR COSTS</u>			<u>EQUIP. COSTS</u>	<u>DIRECT COSTS</u>
	Senior Coastal Engineer I (Hours)	Senior Marine Biologist (Hours)	Clerical (Hours)	Vehicle Mileage (Miles)	
1 ADMINISTRATION					
2 MONTHLY PROGRESS NARRATIVE	0	0			
3 PREPARE & ATTEND PROGRESS MEETING (6)	24	24	6	0	
Total =	24	24	6	0	
Rate / Hour =	\$127.00	\$79.00	\$51.00	\$0.00	
Cost =	\$3,048.00	\$1,896.00	\$306.00	\$0.00	
TASK 10 LABOR COST =	\$5,250.00				
TASK 10 EQUIPMENT COST =	\$0.00				
TASK 10 DIRECT COST =	\$0.00				
TASK 10 TOTAL COST =	\$5,250.00				

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PALM BEACH COUNTY, FLORIDA
TOWN OF SOUTH PALM BEACH / TOWN OF LANTANA SEGMENTED BREAKWATER PROJECT
NEARSHORE SUB-BOTTOM SURVEY TO MAP SUBSURFACE ROCK FOUNDATION

PREPARED BY: COASTAL PLANNING & ENGINEERING, INC.

TASK 11 NEARSHORE SUB-BOTTOM SURVEY TO MAP SUBSURFACE ROCK FOUNDATION	LABOR COSTS										EQUIPMENT COSTS					
	Senior Coastal Engineer I (Hours)	Cart. Hydrographic Surveyor (P.S.M.) (Hours)	Senior Geologist (Hours)	Project Geologist (Hours)	Project Geologist (Hours)	Survey Technician (Hours)	Senior CADD Operator (Hours)	CADD Operator (Hours)	GIS Operator (Hours)	Clerical (Hours)	Survey Boat (28 feet) (Days)	RTK GPS (Days)	Heave Compensator (Days)	Fathometer (Days)	Navigation System (Days)	EdgeTech's X- Star Chirp Sub Bottom Profiler (Days)
1. SEISMIC AND BATHYMETRIC SURVEYS (RTK)																
a. MOBILIZATION / DEMOBILIZATION / TRAVEL		2	2	10	4	8	1		4		1					1
b. SEISMIC SURVEY			2	14	14	14	1		2		1		1		1	1
c. DATA REDUCTION & ISOPACH DEVELOPMENT		2	2	12	8				16							
d. FINAL PRODUCT DEVELOPMENT AND SUBMITTAL		2	4	4	4				4	4						
Total =	0	6	10	40	30	22	2	0	26	4	1		1		1	2
Rate / Hour =	\$127.00	\$144.00	\$136.00	\$81.00	\$81.00	\$52.00	\$98.00	\$63.00	\$70.00	\$51.00	\$850.00	\$495.00	\$215.00	\$165.00	\$260.00	\$1,150.00
Cost =	\$0.00	\$864.00	\$1,360.00	\$3,240.00	\$2,430.00	\$1,144.00	\$196.00	\$0.00	\$1,820.00	\$204.00	\$850.00	\$495.00	\$215.00	\$165.00	\$260.00	\$2,300.00
TASK 11 LABOR COST =		\$11,258.00														
TASK 11 EQUIPMENT COST =											\$4,285.00					
TASK 11 TOTAL COST =		\$15,543.00														

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THREE PALMS CENTER
2151 ALTERNATE A1A SOUTH
SUITE 2000
JUPITER, FLORIDA 33477-3902

TEL 561/747-7455
FAX 561/747-7576
cZRinc@cZR-inc.com

16 July 2008
Via Email This Date

Ms. Angela L. Delaney
Coastal Planning & Engineering
2481 N.W. Boca Raton Boulevard
Boca Raton, FL 33431

RE: Town of South Palm Beach/Lantana, Shoreline Protection Feasibility Study for Palm Beach County, Phase II Monitoring and Reporting

Dear Ms. Delaney:

CZR Incorporated is pleased to offer this proposal for environmental consulting services related to the referenced project. We understand that additional tasks are to be performed associated with the Nearshore and Offshore Hardbottom Edge Relief Measurements in June and July of this year. The following tasks and costs are briefly summarized below.

Task I. Data Collection

CZR will assist Coastal Planning & Engineering (CP&E) in an iteration of measurements and video recordings along transects at the nearshore and offshore marine hardbottom features of the project area. The task is expected to require one CZR biologist performing field collections during a period of 4 days totaling 40 hours. The task will include SCUBA diving and snorkeling from a CP&E supplied and operated vessel. Mr. Tom Fucigna is proposed as CZR's primary Marine Biologist to perform the work with limited assistance from the CZR staff members. (Please see the attached Staff Profile sheet for CZR's 2008 personnel billing rates.)

Total Task I Costs \$6,140.00

Task II. Data Reduction

CZR will assist CP&E in the assimilation of the field data collected in Task I. The level of effort will be on an hourly basis as specified not to exceed 24 hours by Mr. Tom Fucigna. Assistance from graphic and clerical personnel is additionally proposed.

Total Task II Costs \$4,957.00
Total Task I & II Costs \$11,097.00

Work can begin within seven working days of Notice to Proceed. Your endorsement below will serve as agreement by you to compensate CZR Incorporated for services rendered. The signed

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Ms. Angela L. Delaney
16 July 2008
Page Two

agreement will serve as our Notice to Proceed. Personnel costs will be invoiced monthly on a time and material basis along with actual expense costs not to exceed an upset of \$11,097.00. As described in the attached "CZR Incorporated Billing Policies", payment is due upon receipt of invoice.

In any litigation arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those fees and costs arising out of any appellate proceeding. At the discretion of CZR Incorporated the terms of this agreement may be null and void if not accepted within thirty days. Fees are subject to renegotiation if scope of professional services is not completed within six months due to delays beyond CZR's control. Payment for services provided is not contingent upon procurement of permits, approvals, or consent from any governmental body or other party involved.

Thank you for selecting CZR Incorporated to provide environmental consulting services, and we look forward to working on this project with you. Please review and call me at 561/747-7455 if you have any questions or wish to discuss the contents of this proposal.

Sincerely,

CZR Incorporated

Samuel E. Wiley
Vice President

SEW/jab
Attachments

Word\prop\2008\IP1643 - Town of South Palm Beach-Lantana Shoreline Protection Study

AGREED AND ACCEPTED:

Angela L. Delaney
Coastal Planning & Engineering

Date

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CZR INCORPORATED BILLING POLICIES

Introduction

We look forward to working with you. This statement outlines our standard billing practices.

Fees

Our fees for our services will be generally based upon the time spent by our personnel. Rates for biologists in the firm range from \$58.00 per hour for the most junior personnel to \$275.00 per hour for our most senior personnel. The rates for graphics, technician, and support staff range from \$70.00 to \$90.00. The rates of our personnel are subject to change. Hourly charges are applied to total time devoted to client representation including travel time, when necessary.

Charges

We have established prevailing rates for all charges that will be incurred during the course of this representation. We believe that rates charged are competitive with charges established by comparable consulting firms. The client will be responsible for all such charges that we incur in the course of this representation. The company is committed to remaining at the cutting edge of modern computer and communications technology so as to provide our client with optimum competitive advantage and technological efficiencies. Our charges include, but are not limited to travel, copying, telefax charges (outgoing only), messenger services, long distance phone calls, computer research services, computer document preparation charges, and secretarial overtime. These charges may also include any sales or service tax that may be applicable. Cost of filing fees, permit application costs, and other fees required by governmental agencies will be paid directly by the client. We shall prepare the request and effect the transfer, as agreed to with the client.

Expenses of Outside Contractors

Generally, expenses of outside contractors, such as surveyors, laboratories, landscapers, will be directly billed to client. It is important to note that the prompt payment of these charges to outside contractors is essential to be able to provide timely and efficient service to the client in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of the retainer and deposit may be increased as circumstances required (for example, at the time of a construction event), but in any event will be applied to the payment of our final bill or refunding, as applicable.

Certain Allocations

When more than one client is represented on a single trip, standard hourly charges apply to the actual time spent for each. On a full day/overnight trip with multiple client representation, portions of the day in which there is no actual client work being done and travel time will be apportioned relative to the actual work done for each client. Transportation expenses will be divided appropriately among the clients represented and other expenses will be fairly apportioned among the clients according to the circumstances.

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Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to the matter. At the option of the client, and if stated in advance, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for work accomplished and the total costs charged to the file. In the alternative, the invoice will have a detailed backup sheet showing the personnel that worked on the matter (to the quarter of an hour); the work performed; the time spend on the task; and, the total fee amount due.

Payment of Invoices

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month. In the event we receive payment(s) from a client at a time when more than one invoice is outstanding on any one or more matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of CZR to discontinue representation for any client whose account is more than forty-five (45) days in arrears, unless special arrangements are made with the company's Board of Directors. Individual personnel are not authorized to make such arrangements or to waive this policy.

Retainers

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by the client and the Project Manager. Unless other arrangements are made, the retainer for fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter, or refunded if the account is up to date.

Different Billing Arrangements

Individual billing arrangements that differ from these general policies will be discussed and agreed to between the client and the Project Manager and will be set forth in a retention letter.

Mutual Right to Terminate Relationship

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges, or costs; (2) the client's failure or refusal to be forthright, cooperative, or supportive of our efforts; (3) the client's misrepresentation of, or failure, or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; or (5) discovery of a conflict with another client of the company.

Following termination by us, we will continue to provide representation in the matter for a reasonable time, at the client's request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect the client's interests and prevent prejudice. Upon termination, either by us or by the client, the client, upon request, must sign all papers and documents which we believe necessary for the company to accomplish our withdrawal from the representation.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the project manager and/or our Bookkeeping Department.



SEA Diversified, Inc.
1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445
Phone: 561-243-4920
Facsimile: 561-243-4957

4640 Lipscomb Street, Suite 10
Palm City, Florida 32905
Phone: 321-984-7268
Facsimile: 321-984-7270

June 10, 2008

Forwarded via Facsimile June 10, 2008
(561) 391-9116

Mr. Doug Mann, P.E.
Coastal Planning and Engineering, Inc.
2481 NW Boca Raton Boulevard
Boca Raton, Florida 33431

Re: **Proposal / Agreement for Professional Services - Revised
South Palm Beach / Lantana 2008 Beach Profile Survey
Sea Diversified P.N. 08-1344**

Dear Mr. Mann:

In accordance with your request, Sea Diversified, Inc. (SDI) is pleased to submit the following revised proposal for professional services. The scope of work shall include an onshore / offshore profile survey extending from FDEP Range Monument R-132 to R-141. In accordance with the Project Overview provided by Coastal Planning and Engineering (CPE), topographic / bathymetric data shall be collected along the following profiles:

- R132, R132.5 2 profiles
 - R133 – R-139 at 100 foot spacing 68 profiles
 - (61) 100-foot spaced lines**
 - (7) FDEP lines
 - R139.5, R140, R140.5, R141 4 profiles
- Total: 74 profiles**

**** Note: 100-foot spaced lines that fall within twenty (20) feet of the FDEP monument will be eliminated.**

General:

Sea Diversified, Inc. shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. All work shall be conducted to the highest level of industry standards and under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. All work shall meet or exceed the Minimal Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Additionally, the survey shall satisfy the requirements set forth in Chapter 62B-41.008, Paragraph (h) of the Florida Statutes pertaining to applications for Joint Coastal Permits.

Horizontal and Vertical Data:

Horizontal Data: Feet, relative to the Florida State Plane Coordinate System, East Zone, North American Datum (NAD), 83/90
Vertical Datum: Feet, relative to the North American Vertical Datum, (NAVD) of 1988.

Field Data Collection:

Obtain onshore and offshore data at FDEP range monuments R-132 to R-141 including intermediate profile lines specifically described above. Data collection at FDEP range monuments shall extend from the monument seaward 3000 feet along historical azimuths. Intermediate profiles shall extend from an established upland baseline seaward 3000 feet. Profile azimuths for the intermediate lines will be equivalent

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Proposal / Agreement for Professional Services - Revised
Onshore / Offshore Profile Survey
South Palm Beach / Lantana 2008 Beach Profile Survey (R-132 - R-141)
June 10, 2008
Page 2 of 3

to the survey conducted by SDI in year 2006. The survey shall include the location of the approximate Mean High Water Line (MHWL). Additionally, the survey shall include the location of the seaward edge of vegetation and the location of structures seaward of the seaward toe of dune. The scope of work does not include the location of setbacks, rights-of-way, utilities or other improvements not specifically identified herein.

Upland profile data will be collected using either conventional differential leveling or Real-time Kinematic Differential Global Positioning techniques. Data points will be collected at a maximum interval of twenty-five (25') feet and at all grade breaks (exceeding six inches) and material changes along the profile. The upland portion of the survey shall extend from the monument, seawall or baseline seaward to overlap the offshore portion of the survey a minimum distance of fifty (50) feet.

In the event there is a physical barrier on line between the beach and the monument or intermediate profile baseline location, every reasonable attempt shall be made to extend the survey beyond the barrier to the reference monument or baseline position. It is understood that certain physical barriers may be considered impassible such as large buildings, private residences with difficult access, waterbodies, mangroves or other heavy vegetation requiring line clearing. At the discretion of the surveyor, data collection will be terminated at the first physical barrier if deemed impassible using practical means of extending the survey landward. Profiles terminated due to impassible barriers will be noted in the field books.

Bathymetric data shall be collected using an automated hydrographic system comprised of a survey launch equipped with a marine grade sounder, differential global positioning system and computer-based navigation / data collection system. The sounder shall be calibrated via bar checks prior to the start of the survey. Prior to the start of the survey a tide staff will be established in proximity to the project for recording water levels during the course of the data collection activities. The tide staff will be set relative to published control in the vicinity of the project.

Data Processing and Final Deliverables:

Upon completion of field survey activities, data will be edited and reduced to the project datum and formatted as required for bathymetric modeling and chart preparation. Final data, reduced to an x,y,z, ASCII format will be imported to a CADD environment and subsequently translated to Digital Terrain Model (DTM) for preparing contour charts, profile plots or other deliverables associated with the project.

Final deliverables shall include the following:

- Certified contour maps provided in hardcopy format (six (6) copies, 22"x34" paper media)
- Certified profile plots provided in hardcopy format (six (6) copies, 22"x34" paper media)
- Electronic CADD files (two (2) copies - MicroStation (.dgn), AutoCAD (.dwg) or other version) required)
- Electronic data files - ASCII, (.xyz) (two (2) copies)
- Metadata files meeting County requirements

Charts shall include the following:

- Contours depicted at intervals of one (1) foot.
- Horizontal and vertical control tabulation encompassing coordinates of all reference monuments and profile azimuths.
- Location with coordinates of all FDEP survey reference monuments within the limits of the project including the nearest adjacent monument both north and south of the project limits.

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**Proposal / Agreement for Professional Services - Revised
Onshore / Offshore Profile Survey
South Palm Beach / Lantana 2008 Beach Profile Survey (R-132 - R-141)
June 10, 2008
Page 3 of 3**

- Mean High Water (MIW) and Mean Low Water (MLW) including location of Erosion Control Line (ECL), if applicable. Elevations to be provided by the CPE or FDEP.
- Location and aerial-based extent of exposed hardbottom or beach and nearshore rock outcrops within the limits of the project. Data to be provided by CPE in electronic CADD format as a graphic overlay to the contour maps.
- Chart scale, north arrow, dates of the survey and all applicable notes pertinent to the survey.
- Signature and seal of a Florida registered Professional Surveyor and Mapper

Cost:

Total lump sum fee for the described scope of work including field data collection, data processing and preparation of final deliverables shall be \$ 31,560.00.

Should you have questions or require additional information please do not hesitate to contact us at your convenience. Should you agree with the scope of work and subject fees, please execute below and return one copy for our records. We appreciate this opportunity to assist you with this project and look forward to hearing from you soon.

Sincerely,

William T. Sadler Jr., P.E., P.S.M.
President

WTS/tm

Executed this _____ day of _____, 2008

Mr. Doug Mann, P.E.

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Cost Breakdown
 Sea Diversified, Inc.
 Beach Profile Survey - South Palm Beach / Lantana
 SDI P.N. 08-1344
 June 10, 1008

Beach and Offshore Profile Survey - R-132 - R141

Description	Reg Hours	Reg Rate	OT Hours	OT Rate	Unit	Total
						\$0.00
3-Person Hydrographic Survey Crew	32	\$240.00		\$360.00	CH	\$7,680.00
3-Person GPS Survey Crew	80	\$210.00		\$315.00	CH	\$16,800.00
						\$0.00
Computer / CADD Operator	48	\$85.00		\$127.50	PH	\$4,080.00
Professional Surveyor and Mapper	16	\$115.00		\$172.50	PH	\$1,840.00
Project Manager	8	\$145.00		\$217.50	PH	\$1,160.00
Expenses						
Per Diem (Field Crew)		\$75.00		N/A	PP/PD	\$0.00
Per Diem (Project Manager)		\$125.00		N/A	PD	\$0.00
Total Cost:						\$31,560.00

Notes:

1. Topographic crew rates include (1) party chief, (1) instrument person, survey helper(s), conventional survey equipment and vehicle.
2. Hydrographic crew rates include (1) party chief, (1) instrument person / vessel operator, survey helper(s), 23' survey launch w/ fuel, automated hydrographic data acquisition system and vehicle.
3. GPS crew rates include (1) party chief, (1) instrument person, survey helper(s), High Order GPS equipment (Trimble or equivalent) and vehicle.
4. Side Scan Sonar, Magnetometer and Sub-Bottom Profiler System rates are without operator and are based on shallow water operations (water depths less than 100 feet).
5. All labor rates include labor multiplier (overhead and fringe) and operating margin.
6. Overtime (over 40 hours per week) shall be 1.5 times regular hourly rate.

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JC

R2008 0877

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN PALM BEACH COUNTY AND
COASTAL PLANNING & ENGINEERING, INC.**

This is a Contract made as of MAY 20 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 Coastal Planning and Engineering, Inc., 2481 North West Boca Raton Boulevard, Boca Raton, FL 33431, 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 59-2388327.

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

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

ARTICLE 3 - ASSIGNMENT OF WORK

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

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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.

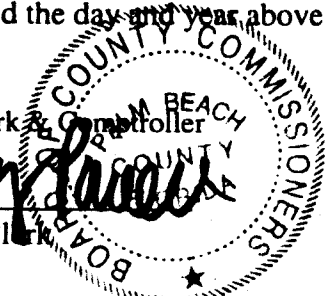
R2008 0877

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: 

Deputy Clerk




PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: 

Addie L. Greene, Chairperson

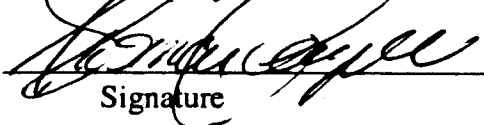
WITNESS:

 P.E.
Signature

DOUGLAS W. MANN, P.E.
Name (type or print)

CONSULTANT:

Coastal Planning & Engineering, Inc
Company Name


Signature

Thomas J. Campbell, P.E.
Name (type or print)

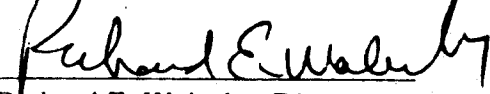
President
Title

(corp.seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Assistant County Attorney

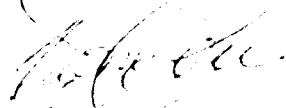
APPROVED AS TO TERMS
AND CONDITIONS:

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

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**EXHIBIT B
COASTAL PLANNING & ENGINEERING, INC.
PALM BEACH COUNTY
LABOR RATES 2008**

<u>POSITION</u>	2008 Average Actual Rate	2008 Average Billable Rate
Chief Engineer	\$94.51	\$265
Project Manager	\$67.48	\$189
Sr. Coastal Engineer I	\$45.20	\$127
Sr. Coastal Engineer II	\$38.62	\$108
Coastal Engineering Modeler	\$32.37	\$91
Coastal Engineer	\$28.34	\$79
Jr. Coastal Engineer	\$23.25	\$65
Cert. Hydrographic Surveyor	\$51.49	\$144
Survey Manager	\$27.56	\$77
Field Crew Chief	\$20.57	\$58
Survey Technician	\$18.43	\$52
VP Marine Science & Biological Research	\$40.39	\$113
Sr. Marine Biologist	\$28.31	\$79
Marine Biologist	\$25.44	\$71
Jr. Marine Biologist	\$17.81	\$50
Sr. Geologist	\$48.66	\$136
Professional Geologist	\$32.34	\$91
Project Geologist	\$28.98	\$81
Geologist	\$19.77	\$55
Jr. Geologist	\$17.68	\$50
Sr. CAD Operator	\$34.92	\$98
CAD Operator	\$24.06	\$63
Sr GIS Operator	\$30.04	\$84
GIS Operator	\$25.10	\$70
Clerical	\$18.21	\$51

Approved: 

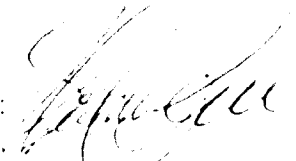
Date: 4/04/08

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Exhibit B (Equipment)
Coastal Planning & Engineering, Inc.
Palm Beach County
2008 Rates

I. EQUIPMENT	<u>Rate</u>
Truck (4WD beach use)	110.00/day
Survey Boat (28 ft. Parker).....	850.00/day
Survey Boat (24 ft. Privateer)	790.00/day
Survey Boat (17 ft. Boston Whaler).....	260.00/day
Survey Boat (13 ft Boston Whaler).....	135.00/day
Survey Sea Sled	310.00/day
John Deere Gator (All Terrain Vehicle)	105.00/day
Enclosed 18" Trailer.....	78.00/day
Trimble RTK GPS.....	495.00/day
Trimble Differential GPS	415.00/day
Leitz Total Station w/Data Collector	130.00/day
Hand Laser Range Finder	15.00/day
Range Azimuth System.....	310.00/day
Odom Hydrotral Suundel.....	165.00/day
Heave, Pitch, Roll Compensator.....	215.00/day
Speed of Sound Velocity Meter	63.00/day
Hypack/DredgePack Navigation System	260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler	5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler	2,900.00/month *
Nortek Storm Software for wave and current data processing.....	50.00/day
X-STAR CHIRP 512i Seismic Profiling System.....	1150.00/day
Seismic Profiler Thermal Printer	130.00/day
Sonar Wizard Map Seismic Data Processing Package	155.00/day
Edgetech 4200 FS Sidescan Sonar System	695.00/day
Sonar Wizard Map Sidescan Data Processing Package	155.00/day
Geometric G-882 Magnetometer.....	215.00/day
Schonstedt GA-52B Magnetic Locator.....	30.00/day
Jet Probe with Pump	55.00/day
TDR-3A Underwater Tide Gauge	75.00/day
Nikon Level/Tripod/Rod/Tide Stilling Well	65.00/day
PC PowerPoint Projector.....	50.00/day
Lietz Handheld Level	10.00/day
Optical Reading Compass	10.00/day
Portable AC Generator	60.00/day
Garmin Handheld GPS	10.00/day

Approved:



Date:

1/04/08

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Exhibit B (Equipment)
Coastal Planning & Engineering, Inc.
Palm Beach County
2008 Rates

SCUBA Tanks	5.00/day
Underwater Camera	32.00/day
Underwater Video Camera	115.00/day
GPS Integrated Underwater Video Camera	435.00/day
Underwater Scooter	50.00/day
HACH 16800 Turbidimeter	38.00/day
HACH 2100A Turbidimeter	38.00/day
Sieve Analysis	75.00/sample
Carbonate Analysis	65.00/sample
Monuments	28.00/each
Survey Disk	15.00/each
Ponar Sampler	30.00/day
Penetrometer	55.00/day
Carsonite Post	15.00/each
Aerial Targets	5.50/each

* ADCP monthly cost may be pro-rated for shorter periods of use

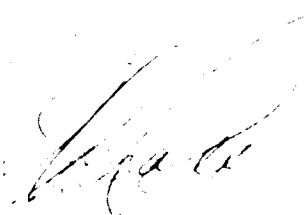
II. SCUBA DIVING SERVICES

Rate

Equipment & Insurance..... \$75/diver/day **

** Charge in addition to normal hourly rates for personnel listed on Page 1.

Approved:



Date:

4/24/08

Exhibit B (Equipment)
Coastal Planning & Engineering, Inc.
Palm Beach County
2008 Rates

III. NUMERICAL MODELS

Rate

MIKE21- NSW Spectral Wave Transformation Model	\$2,000/project
MIKE21- HD 2D Current Simulation Model	\$2,000/project
MIKE21- ST 2D Sediment Transport Model	\$2,000/project
DELFT- SWAN Wave Refraction/Diffraction Model.....	\$2,000/project
DELFT- FLOW 2D Hydrodynamic Model	\$2,000/project
DELFT- FLOW 3D Hydrodynamic Model	\$3,000/project
DELFT- 3D Morphodynamic Model	\$3,000/project

IV. REPRODUCTIONS

Rates

Photocopies - Black & White

8 ½" x 11"	\$0.15/page
8 ½" x 14"	\$0.17/page
11" x 17"	\$0.20/page
Heavy Bond	\$0.30/page
Cover Stock	\$0.50/page

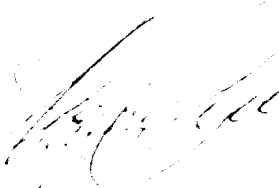
Photocopies - Color

8 ½" x 11"	\$0.50/page
8 ½" x 14"	\$0.75/page
11" x 17"	\$1.25/page
Heavy Bond	\$1.50/page
Cover Stock	\$1.75/page

CAD Plotter Copies

24" x 36"	\$4.00/each
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Notebooks (3 ring binder)	\$5.00/each
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Approved: 

Date: 4/04/08

Page 3 of 3

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2009 -

BGEX - 380 - 0911080000000003407

BGRV - 380- 0911080000000000698

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3652 Beach Improvement Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING BALANCE
					BUDGET	/ Expended 9/11/2008	
<u>REVENUES</u>							
381-M044 South Palm Beach Dune Restor 3739-Grant from Other Governments	0	0	88,661		88,661		
TOTAL RECEIPTS & BALANCES	25,130,517	24,202,611	88,661	0	24,291,272		
<u>EXPENDITURES</u>							
381-M044 South Palm Beach Dune Restor 3120-Engineering Services	1,250	1,250	88,661	0	89,911	0	89,911
TOTAL APPROPRIATIONS & EXPENDITURES	25,130,517	24,202,611	0	0	24,202,611		

Environmental Resources
Management

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

Signatures & Dates

Richard E. Uvalde 9/16/08

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

October 7, 2008

Deputy Clerk to the
Board of County Commissioners

Attachment 3

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2007-0505

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF SOUTH PALM BEACH**

THIS AGREEMENT is made and entered into on the ____ day of MAY 15 2007, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the TOWN OF SOUTH PALM BEACH, a municipal corporation in the State of Florida, (the "TOWN"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being hereinafter referred to collectively as the "parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the TOWN is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY and the TOWN intend to make the most efficient use of their powers by cooperating with each other on the South Palm Beach Erosion Control Project (the "PROJECT") within the municipal limits of the Town of South Palm Beach, Florida; and

WHEREAS, the COUNTY and the TOWN desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources; and

WHEREAS, the TOWN wishes to cost share with the County, by reimbursing 20% of the total eligible PROJECT costs to the County.

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NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism for funding the PROJECT, and to set forth the terms, conditions and obligations of each of the respective parties hereto.
3. The PROJECT.
 - A. Description. The PROJECT consists of an undetermined erosion control alternative which shall be located within the boundaries of the Town of South Palm Beach. The total PROJECT cost is estimated to be 6.8 million dollars.
 - B. PROJECT components. PROJECT components include project management; engineering; design; permitting; construction; mitigation; and environmental and project performance monitoring.
4. Term. The term of this Agreement shall be from the date of execution through September 30, 2032, unless otherwise provided herein. Work conducted on this PROJECT by the County and its consultants/contractors beginning on or after April 1, 2007 shall be eligible for reimbursement by the TOWN.
5. Funding. The parties agree that the TOWN will cost share in the eligible expenses for the eligible PROJECT area as described in this Agreement. Each party agrees to diligently pursue the approval and procurement of its funding obligation.
6. COUNTY Obligations.
 - A. The COUNTY shall pay all expenses of the PROJECT in anticipation of partial reimbursement from the TOWN.
 - B. The COUNTY shall submit invoices for payment to the TOWN not more frequently than quarterly. For reimbursement to occur, the COUNTY shall submit invoices to the TOWN that shall include a reference to this Agreement, identify the PROJECT, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses and said eligible expenses have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the TOWN.

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- C. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least three (3) years after completion of the PROJECT or termination of the Agreement, whichever occurs last. The TOWN shall have access to all books, records, and documents related to the PROJECT as required in this paragraph for purposes of inspection or audit during normal business hours.
 - D. The County shall submit requests for State funding assistance, provide a copy of any such submittal to the TOWN, and seek the TOWN's support.
 - E. The COUNTY shall provide the TOWN with copies of all contracts, plans and specs. The COUNTY shall invite the TOWN to pre-bid and pre-construction meetings.
 - F. The COUNTY shall provide the TOWN with a copy of the PROJECT schedule and all revisions thereto.
 - G. The COUNTY shall properly prepare and submit any and all applications for State and Federal permits required for the PROJECT and provide a copy thereof to the TOWN.
 - H. The COUNTY shall be responsible for management, design, construction and monitoring of the PROJECT.
 - I. The COUNTY shall secure competitive bids by advertisement for work to be performed by contractors in accordance with the COUNTY Purchasing Ordinance.
 - J. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

7. TOWN Obligations.

- A. The TOWN shall cost share with the COUNTY on a reimbursement basis. Cost sharing responsibility shall be limited to twenty percent (20%) of the eligible PROJECT cost.
- B. The TOWN shall appropriate adequate funds to cover the TOWN's share of the eligible PROJECT cost, which is estimated to be 6.8 million dollars. Eligible costs are limited to: project management; engineering; design;

permitting; construction; mitigation; and environmental and project performance monitoring.

C. Invoices received from the COUNTY and approved by the TOWN shall be paid within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the PROJECT. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management.

D. Notwithstanding any other provision herein, the TOWN'S obligation to pay under this Agreement is contingent upon an appropriation for its purpose by its Council in its annual fiscal year budget during the term of this Agreement.

8. Party Representatives.

A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management whose telephone number is (561) 233-2400.

B. The TOWN'S representative/contract monitor during the term of this Agreement shall be the TOWN Manager, whose telephone number is (561) 588-8889.

9. Notices. All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, to the party's Representative identified above in Section 8, at the below cited address. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4 th Floor West Palm Beach, FL 33411-2743	Town Manager Town of South Palm Beach 3577 S. Ocean Blvd. South Palm Beach, FL 33480	Palm Beach County Attorney's Office 301 North Olive Avenue 6 th floor West Palm Beach, FL 33401
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10. Default and Termination.

A. If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise

agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period.

B. Either party may terminate this Agreement at any time for convenience upon ninety (90) calendar days prior written notice to the other party and upon payment of all costs incurred and due under the terms of this Agreement as of the date of termination.

11. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.
12. Filed. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
13. Amendments. This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.
14. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend and hold harmless the TOWN against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the TOWN shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out the TOWN's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
15. Insurance. The parties shall maintain a fully funded insurance or self-insurance program pursuant to Section 768.28, Florida Statutes. The COUNTY agrees to require any contractor performing work on the PROJECT to maintain adequate insurance coverage, naming both the TOWN and COUNTY as additional insured.
16. Equal Opportunity. The COUNTY and the TOWN agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of the Agreement.
17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall

remain in full force and effect.

18. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.
19. Disputes. Disputes under this Agreement may be resolved by the parties' Representatives named in Paragraph 8. If the Representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.
20. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the TOWN. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
21. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
22. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
24. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

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25. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
27. Entirety of Agreement. The TOWN and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chairperson of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of South Palm Beach has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first above written.

2007 07 33

TOWN OF SOUTH PALM BEACH,
FLORIDA

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Maurice J. Jacobson
Maurice J. Jacobson, Mayor

By: Addie L. Greene
Addie L. Greene, Chairperson

ATTEST:

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: Nanna
Town Clerk

By: Nancy Powell
Deputy Clerk

DATE: 3/27/07

DATE: MAY 15 2007

(Seal)

(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Richard E. Walesky, Director
Dept. of Env. Resources Management

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on May 15, 2007
dated at West Palm Beach, Florida on 5/30/07
By: [Signature]
Deputy Clerk

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