Agenda Item #: 324

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date:	May 18, 2010	(X) Consent ( ) Workshop	( ) Regular ( ) Public Hearing
Department			
Submitted B	Environmenta	l Resources Management	
Submitted F	or: Environmenta	l Resources Management	

### I. EXECUTIVE BRIEF

### Motion and Title: Staff recommends motion to approve:

- A) Amendment No. 1 to extend the continuing Contract (R2008-0877) with Coastal Planning and Engineering, Inc. (CPE) for professional coastal and marine engineering services on a countywide basis and incorporate the requirements and fee of the Office of the Inspector General into the Contract; and,
- **B)** Amendment No. 1 to extend the continuing Contract (R2008-0878) with Humiston and Moore Engineers (Humiston) for professional coastal and marine engineering services on a countywide basis and incorporate the requirements and fee of the Office of the Inspector General into the Contract.

Summary: CPE (R2008-0877), a Palm Beach County company, and Humiston (R2008-0878), a Naples, Florida company, were selected in accordance with County procedures for the Consultant's Competitive Negotiations Act (CCNA) and awarded Contracts on May 20, 2008. The County is exercising the only renewal option to extend both Contracts through May 19, 2011. These Amendments will also add the necessary language to the Contracts regarding the applicability of the Inspector General Ordinance (IG Ordinance) and the inclusion of the Inspector General fee into future task orders with CPE and Humiston. Authorizations are on a task order basis. CPE was issued \$611,270 in orders since May 20, 2008 and Humiston was issued \$350,637 in orders since May 20, 2008. CPE's Contract requires 20% Small Business Enterprise (SBE) and/or Minority and Women Business Enterprise (M/WBE) participation; it has achieved 15.1% participation. Humiston's Contract requires 25% SBE and/or M/WBE participation; it has achieved 18.9% participation. Countywide (JM)

**Background and Justification:** CPE and Humiston's Contracts were for two (2) years with an option to renew for one (1) additional year. There are no estimates of future work since authorizations are on a task order basis. All rates in the Contract remain in effect.

On December 15, 2009, the Board of County Commissioners adopted Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance. The IG Ordinance authorizes the Inspector General to conduct audits of, require reports from, and receive access to the records of all consultants doing business with the County. The cost for the Office of the Inspector General shall be borne by the imposition of a fee as specified in the IG Ordinance.

### Attachments:

- 1. CPE Amendment No. 1 with Contract History
- 2. Humiston Amendment No. 1 with Contract History

Recommended by:	Ruhand & Walerly	4/29/10
	Department Director	Date
Approved by:	County Administrator	Date

### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Fiscal Years 2010 2014 2011 2012 2013 Capital Expenditures **Operating Costs External Revenues** Program Income (County) In-Kind Match (County) **NET FISCAL IMPACT** # ADDITIONAL FTE POSITIONS (Cumulative) \_ Is Item Included in Current Budget? Yes **Budget Account No.:** Fund\_ \_\_ Department \_ Unit Program B. Recommended Sources of Funds/Summary of Fiscal Impact: Fiscal impact cannot be determined at this time. Work under each Contract is authorized on a task order basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with task orders being authorized. C. **Department Fiscal Review: III. REVIEW COMMENTS** A. OFMB Fiscal and /or Contract Dev. and Control Comments: indeterminable of this time Contract Development and Control E. Jones 5/6/10 Legal Sufficiency: В. This amendment complies with our review requirements. sistant County Attorney C. Other Department Review:

**Department Director** 

### AMENDMENT NUMBER 1 TO THE CONTRACT FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES

THIS AMENDMENT NUMBER 1 dated \_\_\_\_\_\_\_\_, to the Contract (R2008-0877) dated May 20, 2008 (the "Contract") by and between Palm Beach County, Florida, 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, a coastal engineering and consulting firm, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 59-2388327.

### WITNESSETH:

WHEREAS, in accordance with Article 2 (Periods of Service and Schedules) of the Contract (R2008-0877), the parties desire to renew the Contract for an additional one-year period; and

WHEREAS, the parties hereto desire to amend the Contract to add the requirements of the Inspector General per Ordinance R2009-049.

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

- 1. Renew the Contract for the period of May 20, 2010 through May 19, 2011
- 2. The following paragraph is added to Article 4:
  Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.
- The following paragraph is added to Article 20:
   Notwithstanding any other provision in this Contract, all documents, records, reports and

any other materials produced hereunder shall be subject to disclosure, inspection and audit,

pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049,

as may be amended.

4. The following paragraphs are added to Article 23:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-

049, as may be amended, which is authorized and empowered to review past, present and

County proposed contracts, transactions, accounts

All consultants and parties doing business with the County and receiving County funds

shall fully cooperate with the Inspector General including receiving access to records

relating to this Contract. The Inspector General has the power to subpoena witnesses,

administer oaths, require the production of records, and audit, investigate, monitor, and

inspect the activities of the CONSULTANT, its officers, agents, employees, and

lobbyists in order to ensure compliance with Contract specifications and detect corruption

and fraud. The cost of the Office of the Inspector General shall be incorporated into the

contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the

contract price.

5. Except as expressly modified herein, the Contract of May 20, 2008 is hereby confirmed

by the parties and remains in full force and effect.

Attachments: General, Automobile and Professional Liability Insurance Certificate(s)

Professional License

**Affidavits** 

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.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
By:
Burt Aaronson, Chair
CONSULTANT:
Coastal Planning and Engineering, Inc.
Company Name
Man Cenn
Signature
Thomas J. Campbell, P.E.
Typed Name
• •
President
Title
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(corporate seal)

CORD

### CERTIFICATE OF LIABILITY INSURA

OPID R3 COAST-2 DATE (MM/DD/YYYY)

PRODUCER
Brown & Brown of Florida, Inc.
5900 N. Andrews Ave. #300

P.O. Box 5727 Ft. Lauderdale FL 33310-5727

Phone: 954-776-2222 Fax: 954-776-4446

INSURED

Coastal Planning & Engineering Inc 2481 NW Boca Raton Blvd. Boca Raton FL 33431 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS	AFFORDING COVERAGE	NAIC #
INSURER A:	Hartford Casualty Ins. C	o 29424
INSURER B:	Sentinel Insurance Co LT	and the state of t
INSURER C:	Hartford Ins. Co. of the S.E.	38261
INSURER D:	Allianz Global Risks US InsCo	35300
INSURER E:	Great American Insurance Co.	16691

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR INSRD TYPE OF INSURANCE			POLICY NUMBER POLICY EFFECTIVE DATE (MM/DD/YYYY)		DATE (MM/DD/YYYY)	LIMITS	
	x	X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUR	21UENKO7686	02/15/10	02/15/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence)	\$1,000,000 \$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
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3		X ANY AUTO	21UENK07686	02/15/10	02/15/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
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		X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
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CERTIFICATE HOLDER

CANCELLATION

Palm Beach County PALI

Board of County Commissioners Attn: ERM Director

2300 North Jog Road 4th Floor West Palm Beach FL 33411-2743 PALMBCC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE PALMBCC INSURED'S NAME Coastal Planning & Engineering

COAST-2

OPID R3

PAGE 3 DATE 02/11/10

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are named as "Additional Insured" as respects to General Liability only when required by written contract per policy terms and conditions as per form CL/BF2240(11/02) and on the Protection and Indemnity policy by endorsement. The insurance evidenced by this certificate shall be primary and non-contributory with any other insurance available of the additional insured. Waiver of Subrogation shall apply to the additional insured. Umbrella Liability is follow form. \*Except for non payment of premium 10 days notice of cancellation shall apply.

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# STATE A

Board of Figure Coastal Plan SSIONALE Engineers

Is authorized under the provisions of Section 4/1 2/2 Figrida Statutes, to offer engineering service to the public through a Professional Engineer authorized under Chapter 471, Florida Statutes. legida Statutes, to offer engineering services

Expiration: 28-FEB-11

Audit No; 22820112527

Certificate of Authorization

DISPLAY AS REQUIRED BY LAW

CA No: 4028

AC# 3805123

### STATE OF FLORIDA

## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF PROFESSIONAL GEOLOGISTS

SEQ# L08060202861

LICENSE NBR DATE **BATCH NUMBER** 06/02/2008 070493666 GB521

The GEOLOGY BUSINESS Named below IS CERTIFIED Under the provisions of Chapter 492 FS. Expiration date: JUL 31, 2010

COASTAL PLANNING & ENGINNERING INC 2481 NW BOCA RATON BLVD BOCA RATON PL 33431 000

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHUCK DRAGO INTERIM SECRETARY AC# 4192093

### STATE OF FLORIDA

### DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF PROF SURVEYORS & MAPPERS

SEQ# L08122301270

DATE BATCH NUMBER LICENSE NBR

12/23/2008 080288255 LB4028

The SURVEYING & MAPPING BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 472 FS.
Expiration date: FEB 28, 2011

COASTAL PLANNING AND ENGIN, INC 2481 NW BOCA RATON BLVD BOCA RATON FL 334316639

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO SECRETARY

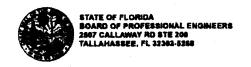
# Board of Plains

Engineers

la licensed as a Professions der Chapter 471, Florida Statutes

Exphradon: 28-788-11\* Audit No: 22820111880

P. E. Ua. No:



State of Florida

Board of Professional Engineers

Thomas P. Pierro ,P.E.

s licensed as a Professional Engineer wider Chapter 471, Floride Statutes

Expiration: 26-FEB-11

P. E. Lic. No.

DISPLAY AS REQUIRED BY LAW

Thomas P. Pierro 300 NE 23RD WAY BOCA RATON, FL 33431

**DETACH HERE** 

DEIACHINEK

state of Florida

Board of Professional Engineers

Thomas P. P. P.E

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 28-FEB-11

P. E. Lic. No:

Audit No: 228201131002 D

DISPLAY AS REQUIRED BY LAW

64683



# Board of Professional Engineers

Douglas W. Mann , P.E.

ls licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 28-FEB-11

P. E. Lic. No:

Audit No: 228201103693

DISPLAY AS REQUIRED BY LAW

44046

**PROJECT:** 

**Annual Coastal and Marine Engineering Services** 

Project No.:

On a Task Order Basis

**CONSULTANT:** 

Coastal Planning and Engineering, Inc.

### **TRUTH-IN-NEGOTIATION STATEMENT**

By entering into this Contract, the CONSULTANT certifies that the wage rates and costs used to determine the lump sum fees contained herein are accurate, complete and current as of the date of this Contract.

The said lump sum fees shall be adjusted to exclude any significant sums should the COUNTY determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The COUNTY shall exercise its right under this "Certificate" within one year following final payment.

### PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Contract, the CONSULTANT warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this contract.

### **PUBLIC ENTITY CRIMES STATEMENT**

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

### **NON-DISCRIMINATION STATEMENT**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

Thomas J. Campbell, P.E., President

4/22/2010

Date

### CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

		· .
(Attach additional sheets as needed.)		
CONSULTANT further represents that n performance. By signing below, CONSULTURE and correct and constitutes all currer appear to influence CONSULTANT'S jud	LTANT certifies that the nt potential conflicts of	e information contained herein is interest which may influence or
CONSULTANT shall promptly notify the conflicts of interest that may arise in the fur or other circumstance which may influence quality of services being provided to the prospective business association, interest of may undertake and request an opinion of circumstance would, in the opinion of the centered into by the CONSULTANT.	ture through any prospecte or appear to influence e County. Such writte or circumstance, the nath the COUNTY as to what is the COUNTY as to what is the county in the county is the county and in the county is the county in the county is the county in the county in the county in the county is the county in the	ctive business association, interest e CONSULTANT'S judgment or en notification shall identify the ure of work that CONSULTANT nether the association, interest or
If, in the sole opinion of the COUNTY, the of CONSULTANT would constitute an COUNTY shall so state in the notificat association, interest or circumstance.	unacceptable conflict of	of interest to the COUNTY, the
THIS DISCLOSURE is submitte	ed by Thomas J. Cam	npbell , as
President		f Individual) unning & Engineering, Inc.
(Title/Position)	(Firm Na	ame of CONSULTANT)
who hereby certifies that the information	stated above is true as	nd correct. Further, it is hereby
acknowledged that any misrepresentation	by the Consultant on	this Disclosure is considered an
unethical business practice and is ground Consultant.	s tor sanctions against	future County business with the
Consultant.		
	18311.	4/22/2010
<u></u>	(Signature)	(Date)
1 2	(wignature)	(1/210)

### Coastal Planning & Engineering, Inc. **Continuing Contract for Coastal and Marine Engineering**

Contract R2008-0877 dated May 20, 2008 for period of two years expires on May 19, 2010. SBE-MBE Goal 20.0% (10% SBE/Women; 5% SBE/White; 5% WBE) Task order summary:

	r			
<b>.</b>	TOTAL/			
TASK	SBE and/or	TASK DUE	T	APPROVED
NUMBER	MWBE	DATE	TASK DESCRIPTION	BY/DATE
	AMOUNT			DIDATE
0877-01	4,961.25	9/30/2008	C-51 Hydrographic Survey	ERM
	4,725.00		o or rejurograpine survey	
0877-02	44,365.00	12/31/2008	2008 Ocean Ridge Post-Construction Environmental	8/14/2008
	0.00		Monitoring	ERM
0877-03	443,304.80	5/1/2009	South Palm Beach/Lantana Erosion Control Project	8/21/2008
	42,657.00		Project Land Beach Bandana Brosion Control Project	BCC
0877-01A	5,286.75	10/31/2008	C-51 Hydrographic Survey	10/7/2008
	5,035.00		C-51 Hydrographic Survey	ERM
0877-04	5,093.00	2/27/2009	Geophysical Investigation of A CC 1 D CC	10/1/2008
	0.00		Geophysical Investigation of Artificial Reef Site	ERM
0877-03A	49,373.00	12/31/2009	South Palm Pooch / Lantaura Francis Control	1/15/2009
	24,070.00	/51/2009	South Palm Beach/Lantana Erosion Control Project	ERM
0877-05	10,930.50	8/16/2009	C 51 II. Jun 11 C	3/12/2009
	10,410.00	0,10,2009	C-51 Hydrographic Survey	ERM
0877-03B	47,956.25	6/1/2010	Central Poles Para L. C	7/27/2009
ll l	5,215.00	0/1/2010	Central Palm Beach County Comprehensive Erosion	ERM
AMENDMEN	T NUMBER		Control Project	12/17/2009
1			1 YEAR CONTRACT EXTENSION & IG	BCC
			ORDINANCE LANGUAGE	
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Total:

611,270.55

SBE-MBE:

92,112.00

SBE-MBE Participation: 15.1% Report Date & Filename:

04/29/10

 $T: \verb| eer \verb| engser \verb| Consultants \verb| CPE_2008-2010 \verb| [history_0877.xls] Sheet 1| \\$ 

### Attachment 2

### AMENDMENT NUMBER 1 TO THE CONTRACT FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES

### WITNESSETH:

WHEREAS, in accordance with Article 2 (Periods of Service and Schedules) of the Contract (R2008-0878), the parties desire to renew the Contract for an additional one-year period; and

WHEREAS, the parties hereto desire to amend the Contract to add the requirements of the Inspector General per Ordinance R2009-049.

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

- 1. Renew the Contract for the period of May 20, 2010 through May 19, 2011
- 2. The following paragraph is added to Article 4:
  Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.
- The following paragraph is added to Article 20:
   Notwithstanding any other provision in this Contract, all documents, records, reports and

any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

4. The following paragraphs are added to Article 23:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.

5. Except as expressly modified herein, the Contract of May 20, 2008 is hereby confirmed by the parties and remains in full force and effect.

Attachments: General, Automobile and Professional Liability Insurance Certificate(s)
Professional License
Affidavits

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.

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:
By:	By:
Deputy Clerk	Burt Aaronson, Chair
WITNESS:	CONSULTANT:
Celia m Tellamo	
Signature	Humiston and Moore Engineers  Company Name
Celia m. Fellows	V. Unio L
Name (type or print)	Signature
A Para Carana	Kenneth K. Humiston, P.E.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Typed Name
	President
By: Assistant County Attorney	Title
APPROVED AS TO TERMS	(corporate seal)
AND CONDITIONS	
By: / Ecland E- Walnuly	
Richard E. Walesky, Director	

Dept. of Environmental Resources Mgmt.

*	Client	#: 2 <i>5</i>		·-¥iMi	MOO3	
AC	CORD. CERTIFI	CATE OF LI	ABILITY II	NSURAN	ICE	DATE (MM/DD/YYYY) 04/19/2010
PRODUCI ISU Su P.O. B	er Incoast Insurance Assoc ox 22668	1054 10541	THIS CERT ONLY AND HOLDER. T	TFICATE IS ISSUE CONFERS NO RI THIS CERTIFICAT	ED AS A MATTER OF IN GHTS UPON THE CERT E DOES NOT AMEND, E FORDED BY THE POLIC	TIFICATE EXTEND OR
•	ı, FL 33622-2668 9-5200	Juan	INSURERS A	FFORDING COVE	RAGE	NAIC#
INSURED			INSURER A: Ph	oenix Insuranc	e Company	25623
	Humiston & Moore Engi 5679 Strand Court	neers, P.A.		avelers Indemni		25658
	Naples, FL 34110			avelers Casualt		19038
				azley Insurance avelers Indemni		25682
COVER	AGES		TWOOTEN C.			
ANY R MAY P	OLICIES OF INSURANCE LISTED BELC EQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDED IES. AGGREGATE LIMITS SHOWN MA	OF ANY CONTRACT OR OTHER BY THE POLICIES DESCRIBED	R DOCUMENT WITH RESP HEREIN IS SUBJECT TO	PECT TO WHICH THI	S CERTIFICATE MAY BE IS	SUED OR
TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	· S
A	GENERAL LIABILITY	6808148L927	02/06/10	02/06/11	EACH OCCURRENCE	s1,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person) PERSONAL & ADV INJURY	\$10,000 \$1,000,000
					GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
E	POLICY X PRO- AUTOMOBILE LIABILITY  X ANY AUTO	BA9146L446	04/28/10	04/28/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	s
					PROPERTY DAMAGE (Per accident)	s
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	s
	ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	s
в	EXCESS/UMBRELLA LIABILITY	CUP8412Y90A	02/06/10	02/06/11	EACH OCCURRENCE	\$1,000,000
	X OCCUR CLAIMS MADE				AGGREGATE	s1,000,000
						\$
	DEDUCTIBLE					\$
C wo	X RETENTION \$ 10000 RKERS COMPENSATION AND	UB5826Y585	05/01/10	05/01/11	X WC STATU- OTH-	S
EMI	PLOYERS' LIABILITY	0200201000	33.3 13		E.L. EACH ACCIDENT	s1,000,000
OFF	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED? III. describe under				E.L. DISEASE - EA EMPLOYEE	
SPE	CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	
- 1	<sup>ter</sup> Professional bility	V15SLZ100301	04/16/10	04/16/11	\$2,000,000 per clair \$2,000,000 anni agg	
	TION OF OPERATIONS / LOCATIONS / VEHIC			VISIONS	<del></del>	
Profes	sional liability is written on a	claims made and reporte	ed basis.			
Dalm B	leach County Board of County	· Commissioners a Poli	tical Subdivision			
	State of Florida, its Officers, E					
	ttached Descriptions)					
ERTIF	ICATE HOLDER		CANCELLATI	ON :		
					D POLICIES BE CANCELLED E	EFORE THE EXPIRATION
	Palm Beach County		DATE THEREOF, T	HE ISSUING INSURER	WILL ENDEAVOR TO MAIL _	30_ DAYS WRITTEN
	Attn: ERM Director		NOTICE TO THE CI	ERTIFICATE HOLDER N	IAMED TO THE LEFT, BUT FAI	LURE TO DO SO SHALL
	2300 North Jog Rd.		}		F ANY KIND UPON THE INSUR	ER, ITS AGENTS OR
	4th Floor West Palm Baach El 33	A11-97A2	REPRESENTATIVE AUTHORIZED REP			
	West Palm Beach, FL 33	P4   1-2/43		Was D		

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

### DESCRIPTIONS (Continued from Page 1)

additional insureds with respects to the General Liability per attached FORM CG D3 81 09 07, Auto Liability and Excess Liability policies on a primary and non-contributory basis. Waiver of Subrogation in favor of Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents applies to the General Liability, Auto Liability, Excess Liability and Workers Compensation policies. Workers Compensation includes USL&H coverage. Professional Liability Retroactive date is 4/16/1992.

# state of Florids

### Board of Froissional Engineers Humister And Wooke Engineers

is authorized under the provisions of Section 4. a authorized under the provisions of Section 2011 make for da Statutes, to offer engineering services to the public through a Professional Engineer quirticensed under Chapter 471, Florida Statutes.

Expiration: 28-FEB-11

Certificate of Authorization

CA No:

Audit No:

22820112577

DISPLAY AS REQUIRED BY LAW

state of Florida Board of Professional Engineers

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 28-FEB-11

P. E. Lic. No.

Audit No: 228201120273

DISPLAYAS REQUIRED BY LAW

37326



Is licensed as a Professional Engineer Liber Chapter 47.1, Florida Statutes
Expiration: 28-FEB-11

P. E. Lic. No.

Audit No: 228201119882

dispeay as required by caw



Is licensed as a Professional Engineerunder Chapter 471, Florida Statutes Expiration: 28-FEB-11 P. E. Lic. No.

Audit No. 228201121617

DISPLAYAS REQUIRED BY LAW

PROJECT:

Annual Coastal and Marine Engineering Services

Project No.:

On a Task Order Basis

**CONSULTANT:** 

**Humiston & Moore Engineers** 

### TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Contract, the CONSULTANT certifies that the wage rates and costs used to determine the lump sum fees contained herein are accurate, complete and current as of the date of this Contract.

The said lump sum fees shall be adjusted to exclude any significant sums should the COUNTY determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The COUNTY shall exercise its right under this "Certificate" within one year following final payment.

### PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Contract, the CONSULTANT warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this contract.

### PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

### **NON-DISCRIMINATION STATEMENT**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

Kenneth K. Humiston, P.E., President Date

### CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT represents the could conflict in any manner	hat it presently has no interest, either with the performance of services for	direct or indirect, which would or the County, except as follows:
	None	
(Attach additional sheets as n	eeded.)	
true and correct and constitute appear to influence CONSUL	esents that no person having any int ow, CONSULTANT certifies that the tes all current potential conflicts of TANT'S judgment or quality of servi	information contained herein is interest which may influence or ces being provided to the County.
or other circumstance which is quality of services being proprospective business association may undertake and request ar	tly notify the COUNTY in writing the rise in the future through any prospect may influence or appear to influence ovided to the County. Such written on, interest or circumstance, the natural opinion of the COUNTY as to who inion of the COUNTY, constitute an utan.	tive business association, interest CONSULTANT'S judgment or notification shall identify the re of work that CONSULTANT
	OUNTY, the prospective business assonstitute an unacceptable conflict of the notification and the CONSULT stance.	interest to the COIDIDITY
THIS DISCLOSURE	is submitted by Kenneth K. Hum	iston, P.E. as
President	(Name of	Individual)
(Title/Position)	, of Humiston &	Moore Engineers
who hereby certifies that the acknowledged that any misrer	information stated above is true and oresentation by the Consultant on the dis grounds for sanctions against fu	ia Diaglasses
	Kn Hanch	A-111 06
	(Signature)	April 26, 2010
	(~ Bilatai O)	(Date)

# Humiston & Moore Engineers Continuing Contract for Coastal and Marine Engineering

Contract R2008-0878 dated May 20, 2008 for period of two years expires on May 19, 2010. SBE-MBE Goal 25.0% (10% SBE/Women; 10% SBE/White; 5% State WBE) Task order summary:

	TOTAL/			·
TASK	SBE and/or	TASK DUE		
NUMBER	MWBE	DATE	TASK DESCRIPTION	APPROVE
	AMOUNT			BY/DATE
0878-01	59,151.68	1/1/2009	CiII 17	
	12,730.00		Singer Island Erosion Control Line	CRC
0878-02	123,338.89	2/1/2009	Singer Island F	11/19/2008
	12,305.00	-/ 1/ <b>2</b> 009	Singer Island Erosion Control Project - Response to	BCC
0878-01A	16,607.67	1/1/2009	DEP RAI #3	12/2/2008
	3,600.00	1, 1, 2009	Singer Island Erosion Control Line	ERM
0878-03	78,036.58	3/1/2010	Simon II 15	8/25/2009
	20,432.00	3/1/2010	Singer Island Erosion Control Project - Technical	CRC
0878-02A	13,720.98	11/1/2009	Specifications	10/7/2009
	0.00	11/1/2009	Singer Island Erosion Control Project - Response to	ERM
0878-04	41,945.30	7/1/2010	L DEP RAI #3	10/30/2009
	0.00	//1/2010	Singer Island Erosion Control Project - Additional	ERM
0878-05	17,836.00	6/15/2010	Services requested by Agencies	3/23/2010
1	17,150.00	0/13/2010	Hydrographic Survey of Mitigation Reefs (Juno Beach	ERM
MENDMEN	T NUMBER		and Ocean Ridge)	4/15/2010
1	. MOIMBER	1	1 YEAR CONTRACT EXTENSION & IG	BCC
			ORDINANCE LANGUAGE	200
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Total:

350,637.10

SBE-MBE:

66,217.00

SBE-MBE Participation:

18.9%

Report Date & Filename: 04/28/10