

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
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 _____ No X
Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

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

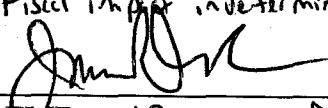
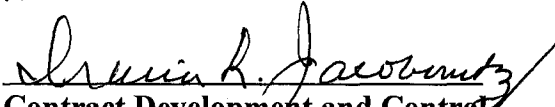
Fiscal impact cannot be determined at this time.
 Work under each Contract is authorized on a task order basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with task orders being authorized.

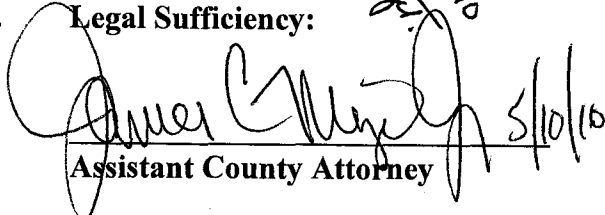
C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

Fiscal impact indeterminable at this time

 OFMB <i>JB</i> <i>5/4/10</i>	 Contract Development and Control <i>Ed Jones 5/6/10</i>
--	--

B. Legal Sufficiency: *5/10/10*

 Assistant County Attorney

These **comply** *complies* with our review requirements.

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.

3. 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 ($\frac{1}{4}$) 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

By: _____
Deputy Clerk

WITNESS:


Signature

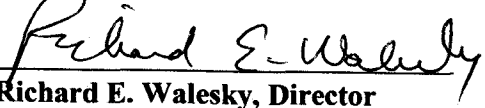
Thomas P. Pierro, P.E.

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Burt Aaronson, Chair

CONSULTANT:

Coastal Planning and Engineering, Inc.

Company Name



Signature

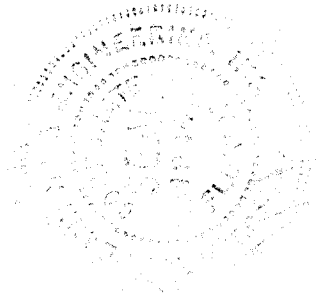
Thomas J. Campbell, P.E.

Typed Name

President

Title

(corporate seal)





CERTIFICATE OF LIABILITY INSURANCE

OP ID R3
COAST-2DATE (MM/DD/YYYY)
02/11/10

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		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.	
INSURED Coastal Planning & Engineering Inc 2481 NW Boca Raton Blvd. Boca Raton FL 33431		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Casualty Ins. Co	29424
		INSURER B: Sentinel Insurance Co LTD	11000
		INSURER C: Hartford Ins. Co. of the S.E.	38261
		INSURER D: Allianz Global Risks US InCo	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.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	21UENKO7686	02/15/10	02/15/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21UENKO7686	02/15/10	02/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	ENVIRONMENTAL RESOURCES MANAGEMENT			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A			EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	21XHUKO9175	02/15/10	02/15/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	21WENO8779	02/15/10	02/15/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			Equipment Floater	MXI97002191	02/15/10	02/15/11	Rented Eq 250,000
E			Hull & P&I	OMH764559513	02/15/10	02/15/11	P&I 1,000,000

RECEIVED
 FEB 16 2010

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*****See holder notes attached*****

CERTIFICATE HOLDER

Palm Beach County
 Board of County Commissioners
 Attn: ERM Director
 2300 North Jog Road 4th Floor
 West Palm Beach FL 33411-2743

PALMBCC

CANCELLATION

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

[Signature]

NOTEPAD:

HOLDER CODE PALMBCC

COAST-2

PAGE 3

INSURED'S NAME Coastal Planning & Engineering

OP ID R3

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.

Client#: 9560

COASPLA3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2009

PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	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 #
INSURED Coastal Planning & Engineering Inc 2481 NW Boca Raton Blvd Boca Raton, FL 33431	INSURER A: XL Specialty Insurance Company	37885
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	DPR9681888	12/15/09	12/15/10	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability is claims made and reported.
 Retroactive date: 12/15/84
 Deductible: \$50,000

CERTIFICATE HOLDER

Palm Beach County Board of
 County Commissioners
 c/o ERM
 2300 N. Jog Rd., 4th Floor
 West Palm Beach, FL 33411-2743

CANCELLATION 10 Days for Non-Payment

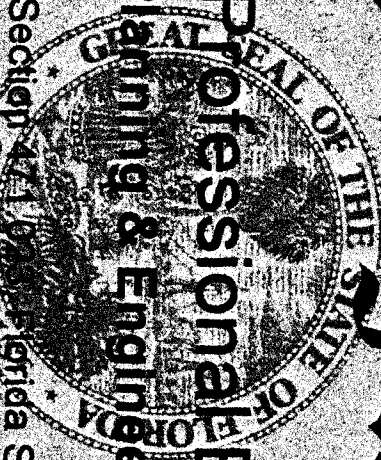
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS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

AUTHORIZED REPRESENTATIVE

[Signature]

State of Florida

Board of Professional Engineers Coastal Planning & Engineering, Inc.



Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statutes.

Expiration: 28-FEB-11

Certificate of Authorization

CA No:

Audit No: 22820112527

4028

DISPLAY AS REQUIRED BY LAW

AC# 3805123

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

SEQ# L08060202861

DATE	BATCH NUMBER	LICENSE NBR
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 & ENGINEERING INC
2481 NW BOCA RATON BLVD
BOCA RATON FL 33431

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

State of Florida

Board of Professional Engineers

Thomas John Campbell, P.E.



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

Expiration: 28-FEB-11

P. E. Lic. No:

Audit No: 228201119099

19099

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA
 BOARD OF PROFESSIONAL ENGINEERS
 2807 CALLAWAY RD STE 200
 TALLAHASSEE, FL 32302-5268

State of Florida

Board of Professional Engineers

Thomas P. Pierro, 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

64683

DISPLAY AS REQUIRED BY LAW

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

DETACH HERE

State of Florida

Board of Professional Engineers

Thomas P. Pierro, 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

64683

DISPLAY AS REQUIRED BY LAW

State of Florida

Board of Professional Engineers

Attests that

Douglas W. Mann, P.E.

Is 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

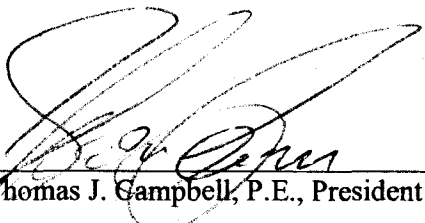
By entering into this Contract, the CONSULTANT warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual 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.)

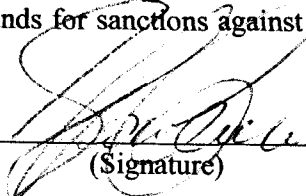
CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Thomas J. Campbell, as
(Name of Individual)
President, of Coastal Planning & Engineering, Inc.
(Title/Position) (Firm Name of CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

4/22/2010
(Date)

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:

TASK NUMBER	TOTAL/ SBE and/or MWBE AMOUNT	TASK DUE DATE	TASK DESCRIPTION	APPROVED BY/DATE
0877-01	4,961.25 4,725.00	9/30/2008	C-51 Hydrographic Survey	ERM 8/14/2008
0877-02	44,365.00 0.00	12/31/2008	2008 Ocean Ridge Post-Construction Environmental Monitoring	ERM 8/21/2008
0877-03	443,304.80 42,657.00	5/1/2009	South Palm Beach/Lantana Erosion Control Project	BCC 10/7/2008
0877-01A	5,286.75 5,035.00	10/31/2008	C-51 Hydrographic Survey	ERM 10/1/2008
0877-04	5,093.00 0.00	2/27/2009	Geophysical Investigation of Artificial Reef Site	ERM 1/15/2009
0877-03A	49,373.00 24,070.00	12/31/2009	South Palm Beach/Lantana Erosion Control Project	ERM 3/12/2009
0877-05	10,930.50 10,410.00	8/16/2009	C-51 Hydrographic Survey	ERM 7/27/2009
0877-03B	47,956.25 5,215.00	6/1/2010	Central Palm Beach County Comprehensive Erosion Control Project	ERM 12/17/2009
AMENDMENT NUMBER 1			1 YEAR CONTRACT EXTENSION & IG ORDINANCE LANGUAGE	BCC

Total: 611,270.55
 SBE-MBE: 92,112.00
 SBE-MBE Participation: 15.1%
 Report Date & Filename: 04/29/10

Attachment 2

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

THIS AMENDMENT NUMBER 1 dated _____, to the Contract (R2008-0878) 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 Humiston and Moore Engineers, 5679 Strand Court, Naples, FL 34110, 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 65-0262357.

W I T N E S S E T H:

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.

3. 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 ($\frac{1}{4}$) 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

By: _____
Deputy Clerk

WITNESS:
Celia M. Fellows
Signature
Celia M. Fellows
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

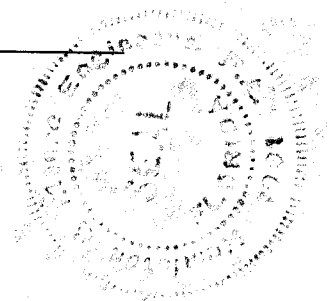
By: _____
Burt Aaronson, Chair

CONSULTANT:
Humiston and Moore Engineers
Company Name
Ken Humiston
Signature

Kenneth K. Humiston, P.E.
Typed Name

President
Title

(corporate seal)



Client#: 25

MIMOO3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2010

PRODUCER
ISU Suncoast Insurance Assoc
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

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.

INSURED
Humiston & Moore Engineers, P.A.
5679 Strand Court
Naples, FL 34110

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Indemnity Company	25658
INSURER C: Travelers Casualty and Surety C	19038
INSURER D: Beazley Insurance Company, Inc.	37540
INSURER E: Travelers Indemnity Company of	25682


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.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6808148L927	02/06/10	02/06/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9146L446	04/28/10	04/28/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	CUP8412Y90A	02/06/10	02/06/11	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5826Y585	05/01/10	05/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D		OTHER Professional Liability	V15SLZ100301	04/16/10	04/16/11	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional liability is written on a claims made and reported basis.

 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are listed as (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Attn: ERM Director 2300 North Jog Rd. 4th Floor West Palm Beach, FL 33411-2743	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 

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.

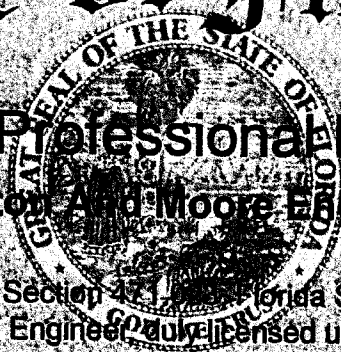
DESCRIPTIONS (Continued from Page 1)

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 Florida

Board of Professional Engineers

Humiston and Moore Engineers



Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statutes.

Expiration: 28-FEB-11

Certificate of Authorization

CA No:

Audit No: 22820112577

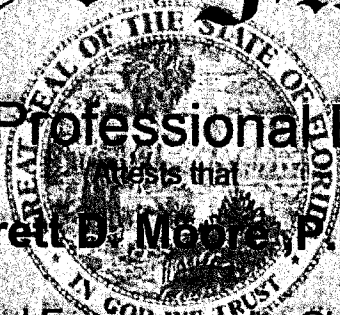
DISPLAY AS REQUIRED BY LAW

6064

State of Florida

Board of Professional Engineers

Wests that
Brett B. Moore, P.E.



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

Expiration: 28-FEB-11

P. E. Lic. No:

Audit No: 228201120273

DISPLAY AS REQUIRED BY LAW

37326

State of Florida

Board of Professional Engineers

Kenneth H. Hunsicker, P.E.



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

Expiration: 28-FEB-11

P. E. Lic. No:

Audit No: 228201119882

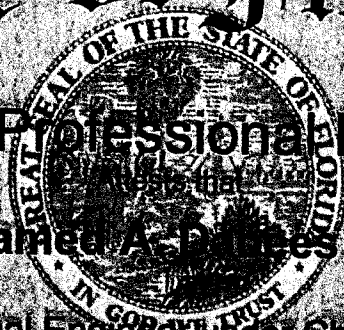
DISPLAY AS REQUIRED BY LAW

23326

State of Florida

Board of Professional Engineers

Mohamed A. P. H. H. P.E.



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

Expiration: 28-FEB-11

P. E. Lic. No:

Audit No: 228201121617

DISPLAY AS REQUIRED BY LAW

58003

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.

 4-26-10
Kenneth K. Humiston, P.E., President 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:

None

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Kenneth K. Humiston, P.E., as
(Name of Individual)

President, of Humiston & Moore Engineers
(Title/Position) (Firm Name of CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

April 26, 2010
(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:

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

Total: 350,637.10
 SBE-MBE: 66,217.00
 SBE-MBE Participation: 18.9%
 Report Date & Filename: 04/28/10