

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 1, 2013 (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 approve: Contract with Taylor Engineering, Inc. (Taylor) for continuing professional coastal and marine engineering consultant services, effective for two (2) years through September 30, 2015.

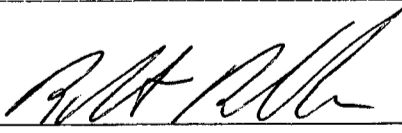
Summary: Taylor, a Palm Beach County company, will provide professional coastal and marine engineering services on a task order basis for various projects within the Department of Environmental Resources Management and other departments. Taylor has agreed to SBE-M/WBE participation of 20%. The Contract contains an option to renew for one (1) additional year. Countywide (JM)

Background and Justification: On March 12, 2013, the Board authorized the distribution of notices to consultants that were certified to perform coastal and marine engineering services. On June 7, 2013, Taylor was selected to perform the necessary professional services in accordance with the Board-adopted procedures pursuant to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA). Projects that will require Taylor's professional consultant services are budgeted in various capital project accounts, and will be authorized on a task order basis.

Attachments:

1. Taylor Contract

Recommended by:


Department Director

9/4/13
Date

Approved by:


County Administrator

9/10/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
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 _____

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:

[Signature] 9/5/13
OFMB 9/5/13

[Signature] 9/9/13
Contract Development and Control
9-9-13 *[Signature]*

B. Legal Sufficiency:

[Signature] 9/10/13
Assistant County Attorney

C. Other Department Review:

Department Director

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

This Contract is made as of _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Taylor Engineering, Inc., 10151 Deerwood Park Boulevard, Building 300, Suite 300, Jacksonville, FL 32256, an engineering firm, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. Number is 59-2850478.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide 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 most current U.S. Army Corps of Engineers "Technical Requirements for Surveying, Mapping and Photogrammetric Services", the most current U.S. Army Corps of Engineers "Engineering Design: Hydrographic Surveying," EM 1110-2-1003, 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.

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

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. The COUNTY shall prepare each Task Order form. A detailed scope of work, proposal, subcontractor quotes, and spreadsheet identifying all task costs and labor hours shall accompany each task order prior to approval. The proposal and spreadsheet format shall be approved by the COUNTY. The CONSULTANT shall sign each Task Order form and return it to the COUNTY to be signed. Any participation or change in participation by a Small, Minority or Woman Business Enterprise (SBE and/or M/WBE) subcontractor shall be indicated on the Task Order or Task Change Order, respectively. Any change in a Task Order's scope of work, including task assignments for the CONSULTANT and/or subcontractor(s), shall be approved in advance by the COUNTY on the Task Change Order.

For the COUNTY, the Department of Environmental Resources Management Director/Deputy Director shall be authorized to execute task orders in amounts not to exceed \$50,000 per task order. A copy of each task order so approved shall be forwarded to the Contract Development and Control Division. Task orders exceeding \$50,000 but not exceeding \$100,000 shall require authorization of the Contract Review Committee prior to issuance. Task orders exceeding \$100,000 shall require approval by the Board of County Commissioners.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. Total Contract Amount - The COUNTY agrees to compensate the CONSULTANT in accordance with the fee proposal attached hereto as Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. By entering into this Contract, the CONSULTANT is not guaranteed any minimum amount of work. Any and all work shall be at the discretion of the COUNTY.
- B. Methods of Payment - The COUNTY shall pay the CONSULTANT on a fixed price basis in accordance with approved task orders. Alternate methods of payment including not-to-exceed compensation may be used for specific task orders if the COUNTY determines that an alternate payment method would be more cost-effective or efficient. A Task Order may be a combination of fixed price, not-to-exceed or other alternate methods of payments.
- C. Invoices - The CONSULTANT shall submit itemized invoices to the COUNTY on a monthly basis unless otherwise agreed by the COUNTY, for services rendered in accordance with the authorized budget categories listed below and in Exhibit "B". Invoices shall reference the task order number(s) or include copies of the task order(s) that authorized the services rendered. An incremental billing for partially completed subtasks on a fixed price Task Order shall be calculated in proportion to the percentage of work approved and accepted by the COUNTY and the negotiated fee for the subtasks until 90% of the project is complete. There will be no additional payments for Basic

Services until all services are completed and accepted by the COUNTY. A fixed price Task Order invoice shall provide sufficient detail to determine percent completion of each subtask contained in the approved task order(s). The total billings shall not exceed the estimated percentage of completion as of the billing date. An incremental billing for any partially completed, not-to-exceed subtask(s) shall be calculated based on actual expenses. These expenses shall be itemized by subtask on the invoice by listing: (a) the approved expense item-such as the labor category, equipment type, other direct cost item, subcontracted service/good; (b) expense item's approved unit rate, (c) unit name-such as hour, page/sheet, day, sample, core; and, (d) number of units incurred in the performance of the subtask. All requests for payment shall be accompanied by documentation sufficient to establish the amount of goods and services delivered to incur payment and obligation of the County to pay. The CONSULTANT shall submit a task log, in a form approved by the COUNTY, indicating usage of approved Contract fee schedule items with each incremental billing for any not-to-exceed subtasks. Incremental billing(s) should be submitted prior to the due date of the task order.

If a task order includes participation by an SBE and/or M/WBE subcontractor, the CONSULTANT shall prepare, execute, and submit a Professional Services Activity Report form, Exhibit "G" with each invoice. If (a) the task order includes participation by an SBE and/or M/WBE subcontractor, and, (b) the COUNTY has paid the CONSULTANT for a portion of the subcontractor's work on the previous invoice, the CONSULTANT shall submit a fully executed SBE-M/WBE Payment Certification form, Exhibit "H", with the following invoice. These forms provide documentation of SBE and/or M/WBE subcontracting activity and payment as required in Article 10.

Invoices received from the CONSULTANT pursuant to this Contract shall be reviewed and approved by the COUNTY representative indicating that services have been rendered in conformity with the Contract and approved task orders and then will be sent to the Finance Department for payment. Complete invoices will normally be reviewed and approved by the COUNTY representative within seven (7) days of receipt and paid within thirty (30) days of the COUNTY representative's approval. The COUNTY shall complete payments in accordance with Chapter 218, Part VII, Florida Statutes and adopted COUNTY policies and procedures. No payment shall be provided for work outside the Scope of Work of the approved task order unless the additional work has been authorized in advance by the COUNTY representative. In such cases, the COUNTY representative shall be responsible for preparation of a Task Change Order form or new Task Order form authorizing the additional work. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract unless specifically authorized by a task order.

- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final contract invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been

invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

- E. Rates - Charges for services or expenses, including services and expenses of subcontractors, directly identifiable to a task order shall be calculated according to the fee schedule set forth in Exhibit "B" and as follows. Charges for services or expenses which are not included in the rate schedule shall be compensated at rates mutually acceptable to the COUNTY and the CONSULTANT, and shall be evidenced by an approved task order. In the event the COUNTY determines that such rates should become part of the rate schedule attached to this Contract, the COUNTY shall initiate a change order evidencing the rates mutually agreed to by both parties.

1. Direct Labor - Direct labor shall be calculated in accordance with the rates provided in Exhibit "B". Supporting documentation of base labor rates and hours/time spent on individual project tasks should be maintained by the CONSULTANT for audit purposes. Direct labor rates shall be the base labor rates (wages) multiplied by a gross multiplier of 2.99. Fringe benefits, overhead, indirect charges, general & administrative (G&A) costs, fees and profit are included in the gross multiplier. No additional fringe, indirect, overhead, G&A, fee or profit shall be charged.

Increases in the CONSULTANT's base labor rate(s) may be allowed on an annual basis starting one (1) year after Contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate increases shall not exceed three percent (3%) and may be allowed for documented increases in actual wages or salaries paid to the CONSULTANT's employees that are being utilized to provide the services required under the Contract. At a minimum, the CONSULTANT's documentation shall include an itemized listing of the names and actual salaries of the employees for each labor category and the basis for the proposed base labor rate at the time of submittal of the request. The listing shall be accompanied by a statement attesting to the accuracy of the information signed by an officer of the CONSULTANT. The CONSULTANT shall provide certified payroll registers if requested by the COUNTY. Individual employee salary documentation shall be used to determine the proposed base labor rates for each labor category included in the Contract. The COUNTY shall not consider a rate increase for categories lacking supporting salary documentation. Upon COUNTY review and approval, the COUNTY shall issue a letter signed by the Department of Environmental Resources Management Director or Deputy Director approving the new rates.

2. Subconsultants - All subconsultants' charges shall be supported by written quote and invoices. An administrative and supervisory fee of up to 5% may be applied to subconsultants that are not part of the CONSULTANT's team unless a fee for the service or commodity supplied by the subconsultants has been established and

is included in Exhibit "B". If a rate has been established, no administrative or supervisory fee shall be charged.

3. Travel – Except as provided below, preapproved travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract shall be paid in accordance with the conditions set forth in Section 112.061, Florida Statutes and the rates established in County Resolution No. R2006-0120, unless an exemption is specified under Section 125.0104, Florida Statutes, and only for travel to COUNTY-directed meetings outside of Palm Beach County. However, the rates of any travel, which is reimbursable to the COUNTY by a State of Florida agency, must be acceptable to that agency, in which case Florida Statutes' rates would apply. All travel expenses shall be authorized in advance by the COUNTY representative and evidenced by inclusion in an approved task order. Travel expenses shall not be authorized for routine travel to, from and on the job site in Palm Beach County.
4. Equipment - Equipment usage rental rates shall be charged in accordance with the rates contained in Exhibit "B". The rental rates charged for equipment usage shall be calculated in the most favorable terms (i.e., the sum of the daily rental rate for a five (5) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for a four (4) week period shall not exceed the monthly rental rate).
5. Other Expenses (Other Direct Costs) - e.g., materials, supplies, long distance phone calls, that are not included in overhead or general and administrative costs must be authorized by executed task order and shall be charged in accordance with the fee schedule provided in Exhibit "B". Other expenses/direct costs not included in Exhibit "B" shall be compensated at rates mutually agreeable to the CONSULTANT and the COUNTY.
6. Purchase of Equipment/Non-Expendable Supplies - Reimbursement for the purchase of equipment/non-expendable supplies is subject to prior written approval by the COUNTY. Such equipment/non-expendable supplies shall remain the property of the COUNTY and must be returned upon task or project completion.

ARTICLE 5 - GENERAL RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services under this Contract. The CONSULTANT is responsible for all assigned and accepted tasks as well as liability for any damage suffered by the COUNTY as a result of non-performance to the extent described under Indemnification.

The CONSULTANT shall, without additional compensation, correct or revise any errors,

omissions or other deficiencies in its designs, drawings, specifications, reports and other services which exist at time of acceptance by the COUNTY. This provision is not intended to limit the payment of compensation for the finalization or completion of draft documents or work products if evidenced by an approved task order.

The CONSULTANT represents that its services and installations shall be performed, within the limits provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.

ARTICLE 6 - GENERAL RESPONSIBILITIES OF THE COUNTY

The COUNTY shall designate in writing a person to act as the COUNTY's representative with respect to the services to be rendered under this Contract.

The COUNTY shall provide all criteria and full information as to COUNTY's requirement for assigned tasks.

The COUNTY shall make available pertinent information including reports, certified engineering drawings, certified survey drawings and data related to the projects worked on under this Contract.

The COUNTY shall assist the CONSULTANT in arranging access to public and private property as required for the CONSULTANT to perform the services under this Contract when the CONSULTANT has made a reasonable effort to acquire said access and has been unsuccessful.

The COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

The COUNTY shall provide legal, accounting and such auditing services as the COUNTY may require to verify CONSULTANT expenditures and rates charged under this Contract.

The COUNTY shall provide prompt notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT's services, or any defect or nonconformance in the work of the CONSULTANT.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, multiplier, over-head charges and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT's

most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

In the event of any termination under this contract, the CONSULTANT shall not be entitled to recover on, and hereby waives, any claim for lost profits or other economic or consequential damages.

ARTICLE 9 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the

COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) shall comply with all COUNTY requirements governing conduct, safety and security while on COUNTY premises and project sites.

ARTICLE 10 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises (SBE) for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

The CONSULTANT shall not sublet, assign or transfer any work under this Contract without prior written consent of the COUNTY. The COUNTY may require documentation of receipt of multiple quotes as well as subcontractor documents.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. In accordance with the Small Business Ordinance as codified in the Palm Beach County Code Sections 2-80.21-2-80.34 and Section 287.055, Florida Statutes, the CONSULTANT agrees to the SBE and/or M/WBE participation for this Contract as specified below:

15 % SBE/ Woman Participation
5 % State Certified MBE/ Woman Participation

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Contract.

Exhibit "E" (Participation of SBE-M/WBE Prime/Subcontractors), which includes the names, addresses, scope of work, percentage value of the SBE and/or M/WBE participation, and Exhibit "F" (Letter(s) of Intent), which are signed by each of the listed SBE and/or M/WBE's agreeing to

perform the Contract at the percentage value listed, are attached hereto, incorporated herein, and represent the CONSULTANT's SBE and/or M/WBE team participation on this Contract.

The CONSULTANT understands that each SBE and M/WBE utilized on this Contract must be certified by the COUNTY and the State of Florida, respectively, in order to be counted toward fulfilling the agreed upon SBE and/or M/WBE participation requirement stated above.

The CONSULTANT understands that it is the responsibility of the COUNTY's Department of Environmental Resources Management and the Office of Small Business Assistance to monitor compliance with the SBE Ordinance and the Contract's SBE and/or M/WBE requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted in accordance with Article 4.C to the COUNTY.

The CONSULTANT further agrees to provide the COUNTY with a copy of the CONSULTANT's Contract with each SBE and/or M/WBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Contract as it relates to the use of an SBE and/or M/WBE.

The CONSULTANT will only be permitted to replace a certified SBE and/or M/WBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with other certified SBE and/or M/WBE subcontractors in order to maintain the proposed SBE and/or M/WBE percentages established in this Contract. If the CONSULTANT cannot find a certified SBE and/or M/WBE to replace the originally proposed SBE and/or M/WBE, the CONSULTANT must establish that it has exercised good faith efforts in an attempt to do so. Request for substitutions must be submitted to the Department of Environmental Resources Management and to the Office of Small Business Assistance.

The CONSULTANT understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other proposers or potential proposers.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code, and this Article and will allow the COUNTY to inspect such records.

By entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that, during the Contract and upon completion of the Contract, all subcontractors, subconsultants and suppliers will be paid for work and materials from previous progress payments received on a task order by the CONSULTANT within fifteen (15) days of Consultant's receipt of payment and prior to receipt of any further progress payments on that task order. During the

Contract and upon completion of the Contract, the COUNTY may request documentation to certify payment to subcontractors, sub-consultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, sub-consultant or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT's failure to make timely payment to the subcontractor, sub-consultant or supplier.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing

CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining. CONSULTANT shall provide this coverage on a primary basis.

E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

F. **Watercraft Liability** CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.

This coverage requirement may also be satisfied via endorsement to the CONSULTANT'S Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.

G. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a

Political Subdivision of the State of Florida, its Officers, Employees and Agents.”
CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- H. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY's representative as identified in Article 29, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate holder shall be "Palm Beach County, ATTN: ERM Director, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743," or his successor/current address.
- J. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- K. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the County, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the

indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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, 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17- CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into

said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, Contract or representation.

ARTICLE 22 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 24 - NONDISCRIMINATION

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, familial status, sexual orientation, gender identity and expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and sub-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 effective date of this Contract. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivered or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Kenneth Craig, P.E., Vice President
Taylor Engineering, Inc.
10151 Deerwood Park Blvd.
Building 300, Suite 300
Jacksonville, FL 32256

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract 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 and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work. However, the COUNTY reserves the right to modify the forms attached as Exhibits "C", "D", "G", "H" and "I" during the term of the Contract.

ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 33 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - EXHIBITS

The following exhibits are attached to and made a part of this Contract.

- Exhibit A: Scope of Work
- Exhibit B: Fee Schedule
- Exhibit C: Task Order Form
- Exhibit D: Task Change Order Form
- Exhibit E: Consultant Team (Letter of Interest, OSBA Schedule 1), Corporate Certificate(s), Licenses, Insurance and Consultant Affidavits
- Exhibit F: Letter of Intent To Perform as an SBE or M/WBE Subcontractor (OSBA

Schedule 2)

Exhibit G: Professional Service Activity Report

Exhibit H: SBE-M/WBE Payment Certification (OSBA Schedule 4)

Exhibit I: GIS Data Sheet

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

SCOPE OF WORK

EXHIBIT A

The CONSULTANT, when authorized in writing, may perform coastal and marine engineering services on a task order basis which may include any or all of the following described work elements:

A. General Coastal Engineering Services

1. Gather available data from existing reports to evaluate present conditions of coastal and marine features including beaches/dunes, inlets and coastal structures, sand traps/deposition basins, reefs, seagrass beds, wetlands, ocean, estuarine and freshwater lakes and prepare recommendations as necessary.
2. Perform field work where no data exists or where necessary in order to verify coastal, estuarine, freshwater lakes and marine and environmental conditions or facilities and make recommendations as necessary.
3. Monitor changes in coastal and marine features and make recommendations.
4. Prepare plans and specifications for marine as well as shore and dune protection projects, sand bypassing operations, and stormwater treatment facilities.
5. Recommend coastal construction type as the most feasible solution for a given shoreline segment.
6. Evaluate coastal and marine construction methods, designs, and performance.
7. Evaluate stormwater treatment alternatives and recommend most feasible options.
8. Estimate construction costs for a given shoreline segment or marine projects.
9. Develop and run computer models required to evaluate effects of a proposed project on beaches/dunes, navigation, inlets, water bodies or structures, including wave refraction studies, storm recession analysis, shoreline changes, sand transport, hydrodynamic and water quality models, and estuarine or marine environments.
10. Perform sediment evaluations including: beach sand compatibility studies which may include the collection, planning, and analysis of core boring and grab samples; evaluation of bottom type and extents; and characteristics of physical and chemical properties of sediments.
11. Provide technical expertise and/or prepare presentations as may be required to permit agencies, inlet districts, Palm Beach Countywide Coastal Council, Board of County Commissioners, and state and federal representatives and local governments.

Exhibit A
Scope of Work
Page 2

12. Serve as an expert witness.
13. Prepare permit, grant and funding applications.
14. Design coastal or marine structures such as docks, fishing piers, boat ramps, seawalls, jetties, bulkheads, groins, breakwaters and stormwater treatment structures for facilities.
15. Evaluate and design dredging projects such as navigation channels, boat basins, wetlands creation, sand traps and muck removal projects.
16. Engineering inspection and evaluation of beach conditions, coastal structures, marine facilities and stormwater structures.
17. Provide support services to County staff for preparation of permits, funding application, project design, and reports. Services could include design, drafting, CAD/GIS mapping and/or surveys.
18. Assist in the bidding/negotiation of construction contracts.
19. Provide construction supervision and administration services.

B. Specialized Coastal Engineering Services

1. Perform seismic studies, side scan sonar, or bathymetric studies.
2. Perform magnetometer studies and cultural resource evaluations.
3. Perform parking and access surveys.
4. Perform beach use surveys.
5. Conduct marine biological studies including reef surveys, seagrass surveys, fish counts, sea turtle nesting and reproductive success monitoring and analysis, and invertebrate and algae population assessments, and perform environmental impact analysis.
6. Develop local (inlet) and regional comprehensive sediment budgets.
7. Develop local and regional management plans.

Exhibit A
Scope of Work
Page 3

8. Perform GIS based data management and analysis
9. Determine the most effective design alternatives for projects located within a flood zone, including hydrographic engineering analysis and interpretation of local and federal flood zone management regulations.
10. Perform underwater video resource mapping surveys.
11. Conduct physical modeling studies.
12. Perform oceanographic and meteorological studies including the long-term deployment and maintenance of wind, wave, current and tide gauges.
13. Furnish the services of specialized consultants for other than normal coastal engineering services such as testing lab services, aerial photographic services, real estate appraisers, archaeologists, economists, geologists.

The CONSULTANT shall provide the results of all coastal and marine engineering services both graphically as signed and sealed reports, plans, etc. and in digital formats as word processing files, database files, spreadsheet files, ESRI shapefiles, ASCII x, y, z data files, ASCII/FDEP compatible data files or .DWG or .DXF drawing files on compact disk (CD) or DVD, as required by the COUNTY. All beach profiles and plan view contours shall be created as polylines in the development of CAD files. CAD data shall differentiate feature sets and text by placing them on separate layers with descriptive identifying names.

GIS data sheet(s) shall be submitted for each project using the form contained in Exhibit "I." All boundaries shall be closed polygons. All adjacent polygon features shall have coincident boundaries with no gaps and no overlapping boundaries. Undershoots and overshoots shall be avoided while digitizing and cleaned up after completion, if necessary. Polygon, point and line features shall be kept in separate feature classes. Text shall be maintained as an attribute of the shape feature.

Unless specifically stated in a task order, all horizontal coordinates shall be in Florida State Plane Coordinates, East Zone, North American Datum (NAD) 1983 with the 1990 adjustment, and all vertical data shall be referenced to the North American Vertical Datum (NAVD) of 1988. Units of measure shall be US feet.

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

Position	Rate Basis Hourly Wage	Burdened Hourly Billing Rate*
President	84.33	\$252.00
Vice President	56.65	\$169.00
Senior Advisor	66.89	\$200.00
Director	50.67	\$152.00
Senior Professional	45.52	\$136.00
Project Professional	33.63	\$101.00
Staff Professional	27.78	\$83.00
Technical Editor	27.33	\$82.00
Sr. Technical Support	36.82	\$110.00
Technical Support	26.51	\$79.00
Administrative	12.36	\$37.00

Equipment Fee and Other Direct Costs	Rate	Unit
21-foot Center Console Boat	\$220.00	/day
Truck	\$85.00	/day
Trimble Differential GPS	\$100.00	/day
ADFM Velocity Profiler Pro20	\$200.00	/day
ADCP Rio Grande Current Meter	\$200.00	/day
Sokkia SET6E Total Station	\$350.00	/day
Cone Penetrometer	\$15.00	/day
YSI SCT Meter	\$50.00	/day
YSI DO Meter	\$50.00	/day
Hand-held GPS	\$10.00	/day

*The Burdened Hourly Billing Rates are based on a 2.99 multiplier, which includes 185% overhead and 5% profit.

TASK ORDER**EXHIBIT C**

TASK ORDER: _____ CONSULTANT: _____

ACCOUNT: _____ CONTRACT: _____

[Fiscal approval of Budget Availability: _____]

PROJECT MANAGER: _____ PHONE: _____

CONTRACT MANAGER: _____ PHONE: _____

PROJECT NAME: _____

LOCATION/DISTRICT #: _____

TASK DESCRIPTION (use additional pages if necessary): _____

DELIVERABLES: _____

TASK ORDER TYPE: FIXED PRICE DUE DATE: _____

TOTAL AMOUNT \$ _____ See attached spreadsheet dated _____

(Check where appropriate)

for Contract and Subcontract Amounts:

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

*certified as both an SBE and a State M/WBE

TOTAL SBE-M/WBE PARTICIPATION: \$ _____

CONSULTANT REP: _____ DATE: _____

ERM DIRECTOR/DEPUTY: _____ DATE: _____

CON. REVIEW COMMITTEE OR BCC: _____ DATE: _____

cc: Irwin Jacobowitz, Director
Contract Development and Control

TASK CHANGE ORDER

EXHIBIT D

CHANGE ORDER:_____ CONSULTANT: _____

ACCOUNT: _____ CONTRACT: _____

[Fiscal approval of Budget Availability: _____]

PROJECT MANAGER: _____ PHONE: _____

CONTRACT MANAGER: _____ PHONE: _____

PROJECT NAME: _____

LOCATION/DISTRICT #: _____

DESCRIPTION OF CHANGE: _____

Task Change Order Type: Fixed Price Original Task Amount \$ _____

Change Order Amount* \$ _____ Net increase/(decrease) \$ _____

*See attached spreadsheet dated:

Total task amount w/changes:\$ _____

(Check where appropriate)

for Contract and Subcontract Amounts:

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

*certified as both an SBE and a State M/WBE

SUBTOTAL M/WBE-SBE participation amount for this Change Order: \$ _____

TOTAL M/WBE-SBE participation amount on Task Order with changes: \$ _____

SIGNATURE OF THE CONSULTANT INDICATES AGREEMENT THAT THIS CHANGE ORDER INCLUDES ALL APPROPRIATE ADJUSTMENTS TO THE CONTRACT SUM AND CONTRACT TIME, AND CONSULTANT WAIVES ALL ADDITIONAL CLAIMS FOR COST OR TIME RELATED TO THIS CHANGE.

CONSULTANT REP: _____ DATE: _____

ERM DIRECTOR/DEPUTY: _____ DATE: _____

CON. REVIEW COMMITTEE OR BCC: _____ DATE: _____

cc: Irwin Jacobowitz, Director
Contract Development and Control

EXHIBIT E

**CONSULTANT TEAM (LETTER OF INTERST, OSBA SCHEDULE 1), CORPORATE
CERTIFICATES, LICENSES, INSURANCE AND CONSULTANT AFFIDAVITS (*14
pages*)**

Juan Cueto
 April 5, 2013
 2 of 3

Taylor Engineering has a history of project work throughout the area. Specifically, we continue to serve (since 2002) as the District Engineer for the Jupiter Inlet District. We have assisted the City of West Palm Beach with its Waterfront Park Development including floating docks and the Flagler Drive seawall. Our long-term relationship with the Florida Inland Navigation District has provided us the opportunity to work throughout the interior waters of Lake Worth and to develop two beach placement areas at Jupiter and Boynton Inlets. Other potential areas of interest to Palm Beach County include our completed Town of Lantana emergency seawall design, permitting, and construction management, and our work as Martin County's coastal engineering consultant since 2000. I encourage you to review the detailed project descriptions found under Block F, SF 330.

To supplement our expertise, we have assembled a superb team of subconsultants. Three of our subconsultants work from offices in Palm Beach County; two work from offices in nearby Martin and Broward counties. Four of our subs are registered SBEs or W/MBEs. Our subconsultants include

- Betsy Lindsay, Inc. (MBE/WBE) – Tequesta, Florida – Topographic Surveys
- Coastal Engineering Consultants, Inc. (SFWMD SBE) – Naples, Florida – Coastal Geology and Coastal Engineering
- American Vibracore Services, Inc. – Delray Beach, Florida – Offshore Geotechnical and Geophysical Data Collection
- CSA Ocean Sciences, Inc.– Stuart, Florida – Nearshore Hardbottom Monitoring and Offshore Data Collection and Analysis
- Environmental Services, Inc. (MBE) – St. Augustine, Florida – Cultural Resource Surveys and Environmental Support
- Morgan & Eklund, Inc. – Wabasso and Deerfield Beach, Florida – Hydrographic Surveys
- DB Ecological Services, Inc. (SBE) – Boca Raton, Florida – Sea Turtle Monitoring

The table below details the anticipated working arrangement of the project team.

Prime/Sub-Consultant	C/SBE, C/MBE Type or C	Service Provided (Category #)	Participation (For this Project)	Fee Considered Total \$*
Taylor Engineering, Inc.	C	Coastal & Marine Engineering Project Management	55%	\$97,667
Betsy Lindsay, Inc.	C/MBE C/SBE	Topographic Surveying	10%	\$72,372
Coastal Engineering Consultants, Inc.	C/SBE C	Coastal Geology Coastal Engineering	10%	\$0.00
American Vibracore Services, Inc.	C	Offshore Geotechnical & Geophysical Data	5%	\$44,916
CSA Ocean Sciences, Inc.	C	Nearshore Hardbottom Monitoring and Offshore Data Collection and Analysis	5%	\$33,829
Environmental Services, Inc.	C/MBE	Cultural Resource Surveys Environmental Services	5%	\$0.00
Morgan & Eklund, Inc.	C	Hydrographic Surveying	5%	\$36,790
DB Ecological Services, Inc.	C/MBE	Sea Turtle Monitoring	5%	\$481,218
TOTAL PARTICIPATION FOR THE TEAM			100%	

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Coastal & Marine Engineering Services-Task Order PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: Taylor Engineering, Inc. ADDRESS: 1675 Palm Beach Lakes Blvd, #210 West Palm Beach, FL 33401
 CONTACT PERSON: Joseph B. Chaison, P.E. PHONE NO.: 561-640-7310 FAX NO.: 561-640-7805
 BID OPENING DATE: _____ USER DEPARTMENT: PBC Environmental Resources Management

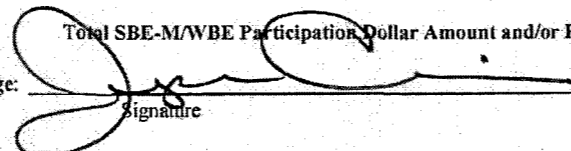
THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Betsy Lindsay, Inc. 208 N. US Highway One #8, Tequesta, FL 33469 1. 561-575-5275	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	10%	_____	_____
Environmental Services, Inc. 2800 N. 5 th St. #302, St. Augustine, FL 32084 2. 904-470-2112	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	5%	_____	_____
DB Ecological Services, Inc. 1012 SW 7 th St. Boca Raton, FL 33486 3. 561-376-5502	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	5%	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)			_____	_____	20%	_____	_____

Total Bid Price \$ _____

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work 20%

I hereby certify that the above information accurate to the best of my knowledge:



 Signature Senior Engineer
 Title

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Taylor Engineering, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 10th day of July, 2013, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it


FURTHER RESOLVED, that Kenneth R. Craig, P.E., the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 10th day of July, 2013.




(Signature)

Carla M. Cannon, Corporate Secretary
(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 10th day of July, 2013, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced personally known as identification and who did take an oath.

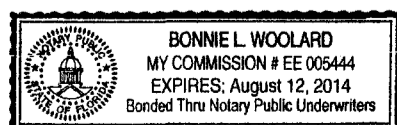

(Notary Signature)

Bonnie L. Woolard

(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:

30



**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Taylor Engineering, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 10th day of July, 20 13, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that James N. Marino, P.E., the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

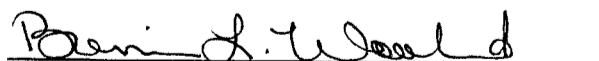
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 10th day of July, 20 13.




(Signature)

Carla M. Cannon, Corporate Secretary
(Print Signatory's name & title)

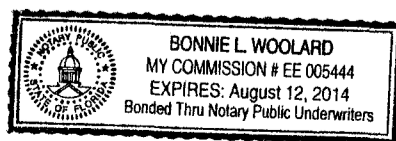
SWORN TO AND SUBSCRIBED before me this 10th day of July, 20 13, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced personally known as identification and who did take an oath.


(Notary Signature)

Bonnie L. Woolard

(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:



**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Taylor Engineering, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 10th day of July, 2013, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

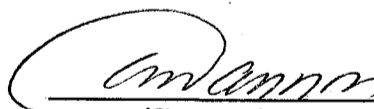
FURTHER RESOLVED, that Jonathan T Armbruster, P.E., the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 10th day of July, 2013.




(Signature)

Carla M. Cannon, Corporate Secretary
(Print Signatory's name & title)

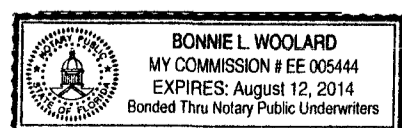
SWORN TO AND SUBSCRIBED before me this 10th day of July, 2013, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced personally known as identification and who did take an oath.


(Notary Signature)

Bonnie L. Woolard

(Print Notary's Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:





2012-2013 BUSINESS TAX RECEIPT

CITY OF JACKSONVILLE/DUVAL COUNTY
MICHAEL CORRIGAN, TAX COLLECTOR

231 E FORSYTH STREET ROOM 130 JACKSONVILLE, FL 32202-3370

PHONE: (904) 630-1916 option 3 FAX: (904) 630-1432

WEBSITE: www.coj.net/tc

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This receipt is furnished pursuant to chapter 770-772 City ordinance codes.

TAYLOR, ROBERT B
TAYLOR ENGINEERING, INC
10151 DEERWOOD PARK BV
STE 300
JACKSONVILLE, FL 32256

ACCOUNT NUMBER: 359440000
LOCATION ADDRESS: 10151 DEERWOOD PARK BV STE 300
JACKSONVILLE, FL 32256

DESCRIPTION: ENGINEER -ALL TYPES

COUNTY RECEIPT DESC: ENGINEER -ALL TYPES
MUNICIPAL RECEIPT DESC: MC 772.325

COUNTY TAX: 30.00
MUNICIPAL TAX: 100.00
TOTAL TAX PAID: 130.00

VALID FROM September 1, 2012 TO September 30, 2013

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESS MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. Nor does it exempt the receipt holder from any other license or permit required by law. This is not a certification of the licensee's qualifications.

TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-3423153.0001-0001 M01 07/30/2012 130.00

CITY OF WEST PALM BEACH
DEPARTMENT OF DEVELOPMENT SERVICES



Attached is your 2012 - 2013 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 OR FAX (561) 805-6676 / HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



CITY OF WEST PALM BEACH
2012 to 2013 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000018203
TAYLOR ENGINEERING INC
1675 PALM BEACH LAKES BLVD # 210

ENGINEER OFFICE/ALL PROF
TO BE LICENSED SEPARATELY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
27857	541330	ENGINEERING SERVICES OFFICE	86.81
27858	541331	ENGINEER	173.64
TOTAL →			260.45
0.00			
** PAID			260.45
			** BAL **
			0.00

THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED

EXPIRES
SEPTEMBER 30,
2013

State of Florida

Board of Professional Engineers

Attests that

Taylor Engineering, Inc.



FBPE

FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015

Audit No: 228201504361

Certificate of Authorization

CA Lic. No:
4815



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JMC

DATE (MM/DD/YYYY)
08/21/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley	800-338-1391 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TAYL-02	FAX (A/C, No):
INSURED Taylor Engineering Inc. 10151 Deerwood Park Blvd Building 300, Suite 300 Jacksonville, FL 32256		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 22357	

COVERAGES			CERTIFICATE NUMBER:			REVISION NUMBER:				
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY				84SBWNA6176	11/01/12	11/01/13	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/> XCU							PERSONAL & ADV INJURY	\$ 1,000,000	
								GENERAL AGGREGATE	\$ 2,000,000	
								PRODUCTS - COMP/OP AGG	\$ 2,000,000	
									\$	
GEN'L AGGREGATE LIMIT APPLIES PER:				SEVERABILITY OF INTEREST PROFESSIONAL LIAB EXCL						
<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC								
A	AUTOMOBILE LIABILITY				84UEGLP0627	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS								\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS								\$	
									\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR			84SBWNA6176	11/01/12	11/01/13	EACH OCCURRENCE	\$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 4,000,000	
	DEDUCTIBLE								\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10,000								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A		84WBGBN0954 (INCLUDES LSHA)	11/01/12	11/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							<input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED'S WITH RESPECTS TO ALL COVERAGES SHOWN ABOVE EXCEPT W/C. WAIVER OF SUBROGATION IS INCLUDED IN FAVOR OF THE ADDL. INSD.LONGSHORE & HARBOR WC ACT ENDT INCL. COVERAGE IS PRIMARY & NONCONTRIBUTORY EXCEPT UMBR,

CERTIFICATE HOLDER	CANCELLATION
PALM-08	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PALM BEACH COUNTY ERM DIRECTOR 2300 NORTH JOG ROAD, 4TH FLOOR WEST PALM BEACH, FL 33411-2743	AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE **PALM-08**
INSURED'S NAME **Taylor Engineering Inc.**

TAYL-02
OP ID: JMC

PAGE 2
DATE **08/21/13**

OWNED WATERCRAFT LIABILITY COVERAGES AT \$1,000,000 LIMIT APPLIES TO
INSURED'S 1985 12' ALUM HULL LANDAU, VIN# L80099/H485 TC:1132347/JOHNSON
OUTBOARD (HUNER 10HP); 2006 GLC 12' LOWE ALUM BOAT, VIN# L2CJ0080F506
UNDER POLICY #84SBWNA6176

GLAI ENDT ATTACHED

POLICY NUMBER: 84SBWNA6176
INSURED: Taylor Engineering Inc.

BUSINESS LIABILITY COVERAGE

**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT
OR PERMIT**

This is a summary of the Coverage provided under the following:

BUSINESS LIABILITY COVERAGE FORM SS 00 08

WHO IS AN INSURED (Section C) states that the following is also an additional insured:

Additional Insured by Contract, Agreement or Permit

Any person or organization is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
- (b) Supervisory, inspection, architectural or engineering activities.

Primary and Non-Contributory to Other Insurance When Required by Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Client#: 1051175

TAYLOENG2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER SunCoast Insurance, div of USI 1715 N. Westshore Blvd. #700 Tampa, FL 33607 813 321-7500	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Taylor Engineering, Inc 10151 Deerwood Park Blvd Bldg 300, Suite 300 Jacksonville, FL 32256	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 37885

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> 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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR9706933	04/02/2013	04/02/2014	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

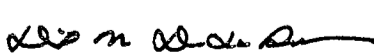
Professional Liability coverage is written on a claims-made and reported basis.

RE: Professional Coastal and Marine Engineering Services

Professional Liability Retro Date: 04/02/1990

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Attn: ERM Director 2300 N. Jog Rd. 4th Floor West Palm Beach, FL 33411-2743	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

CERTIFICATION STATEMENT

PROJECT: On a Task Order Basis
PROJECT NO.: Coastal and Marine Engineering Annual Services
CONSULTANT: Taylor 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).

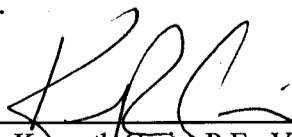
NON-DISCRIMINATION STATEMENT

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, familial status, sexual orientation, gender identity and expression.

SCRUTINIZED COMPANIES CERTIFICATION

CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities In The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.



Kenneth Craig, P.E., Vice President 8/15/13 Date

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT: On a Task Order Basis
PROJECT NO.: Coastal and Marine Engineering Annual Services

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 Kenneth Craig, P.E., as
(Name of Individual)
Vice President, of Taylor 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.

 8/15/13
(Signature) (Date)

LETTER OF INTENT
OSBA Schedule 2 and Certificates (5 Pages)

EXHIBIT F

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: Palm Beach County Coastal & Marine Engineering Services

TO: Taylor Engineering, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: August 19, 2013

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Surveying Services			10%

at the following price or percentage 10%
(Subcontractor's quote)

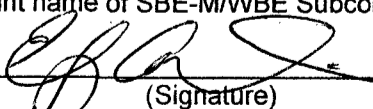
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____ N/A
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Betsy Lindsay, Inc.
(Print name of SBE-M/WBE Subcontractor)
By: 
(Signature)
Elizabeth A. Lindsay, President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: Palm Beach County Coastal & Marine Engineering Services

TO: Taylor Engineering, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women ☒ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	Cultural Resource Assessments	_____	_____	5%
_____	and Environmental Support Services	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage 5%
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage NA NA
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Environmental Services Inc.
(Print name of SBE-M/WBE Subcontractor)

By: Brent M. Handley
(Signature)

44 Brent M. Handley
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: Palm Beach County Coastal & Marine
Engineering Services

TO: _____
Taylor Engineering
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: 2/17/2012

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	Sea Turtle Monitoring	_____	_____	5%_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage 5%
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage n/a _____ n/a _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

DB Ecological Services, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

45 Christine Perretta, President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Delivering Leading-Edge Solutions



State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

Environmental Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

John P Miles 09/27/2011 to 09/27/2013

John P Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399-0950 • 850.487.0915 • www.osd.dms.state.fl.us

**Palm Beach County
Office of Small Business Assistance**

Certifies That

D.B. Ecological Services, Inc.

VENDOR # DBEC0001

*is a Small/Woman Business Enterprise as prescribed by Section 2-80.21 ~ 2-80.35 of the Palm Beach
County Code for a three year period from February 17, 2012 to February 16, 2015.*

The following Services and/or Products are covered under this certification:

Environmental Consulting Services
Environmental Permitting Services
Wetland Delineations (including assessments)

Palm Beach County Board of County Commissioners

Karen E. Marcus, Chair
Shelley Vana, Vice Chair
Paulette Burdick
Steven L. Abrams
Burt Johnson
Ivo R. Santamaris
Kecilia Taylor

County Administrator

Robert Weisman
Deputy County Administrator
Veronica C. Baker

Allen Gray
Allen Gray, Manager
February 17, 2012



**Palm Beach County
Office of Small Business Assistance**

Certifies That
Betsy Lindsay, Inc.

VENDOR # **BETS0002**

*is a Small/Woman Business Enterprise as prescribed by Section 2-80.21– 2-80.35 of the Palm Beach
County Code for a three year period from August 22, 2013 to August 21, 2016.*

The following Services and/or Products are covered under this certification:

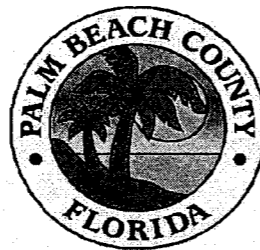
**Mapping Services (including cartography and surveying services, not aerial)
Surveyor Services, Land**

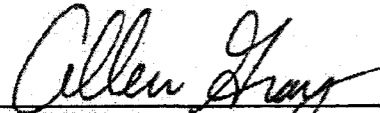
Palm Beach County Board of County Commissioners

Steven L. Abrams, Mayor
Priscilla A. Taylor, Vice Mayor
Val R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator

Robert Weisman
Deputy County Administrator
Verdenia C. Baker




Allen Gray, Manager
August 22, 2013

PROFESSIONAL SERVICE ACTIVITY REPORT EXHIBIT G

Invoice # _____ Reporting Period: _____ to _____
Prime Consultant: _____
Address: _____
City/State: _____ Zip: _____
Contact Person: _____ Phone: _____
Contract Name: _____
Contract Term: _____ Task Order: _____ Task Amount: \$ _____
Service: ☐ Architectural ☐ Engineering ☐ Planning ☐ Surveying ☐ Other (*specify*) _____
Total Percentage performed by the Prime's Firm: _____% SBE-M/WBE Firm: _____%
Total number of Sub-Consultants: _____ Total number of SBE-M/WBE Subs: _____
Have Sub-Consultant(s) completed work with its own workforce for this app? ☐ Yes ☐ No
Note: If **Yes**, complete below:

SUB-CONSULTANTS

1. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____
2. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____
3. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____
4. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____

I certify that the above is true to the best of my knowledge.

Signature/Title

Date

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

EXHIBIT H

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

49

Personally Known _____ OR Produced Identification _____ Type of Identification _____

GIS DATA SHEET

EXHIBIT I

Project Name: _____

Custodian/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ FAX: _____ Email: _____

Units: (feet or meters) _____ Coordinate System: _____

Date of Acquisition: _____ Vertical Datum: _____

Limits or Extent of Measurements: _____

Data Format: _____ Ascii (x,y,z) _____ CAD (DWG, DGN, etc.) _____ Other
_____ ESRI Geodatabase _____ ESRI shapefile

Fields/Attributes: Please provide a brief description of all information associated with each point (minimally x, y, and z). _____

Data Source: Please provide a description of the methods implemented in getting the data (including equipment used or conversion programs). _____

Survey Equipment Type and Accuracy: Please include information regarding equipment's horizontal and vertical accuracy. Also, if applicable, explain any individual interpretation involved. _____

For Contour Lines, please provide the program or method used to draw the contours.

Describe methodology used for the following:

Correction for vessel motion: _____

Equipment used: _____

Method of sounding: _____

Correction for tide: _____

Correction for sound velocity: _____