

PROFESSIONAL SERVICES AGREEMENT

The parties, Florida Department of Environmental Protection, with headquarters at 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000 ("Department"), and Humiston & Moore Engineers, P.A., with headquarters at, 5679 Strand Court, Naples, Florida 34110, a Florida corporation ("Consultant"), enter this professional services agreement ("Agreement"), and in consideration of these mutual covenants, agree as follows:

1. General.

The Consultant shall provide the Department with Coastal Engineering services ("professional services") for the Honeymoon Island State Park Beach Stabilization and Re-nourishment Project Phase II, in accordance with the provisions of §287.055, Florida Statutes. When called upon as set out below, the Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. As consideration of the services rendered by the Consultant under the terms as of this Agreement, the Department shall pay the Consultant on a fixed price basis in the amount of \$620,260.00.

- 1.1 Professional services, which may include initial design schematics, preparation of budgets, infrastructure design, surveys, elevations, soil reports, inspections, take-offs, estimating, design development, construction documents, bidding assistance or negotiated proposal evaluation, construction supervision and payment certification, shall be performed to the satisfaction of the Department upon the terms and conditions [i] set out in this Agreement, [ii] referred to in the Request for Statement of Qualifications No. RFSOQBDC 02 06/07 ("RFSOQ") incorporated herein by reference, [iii] the response to the RFSOQ incorporated herein by reference, and [iv] any Exhibit attached hereto and made a part hereof.
- 1.2 The items [i] through [v] referred to in paragraph 1.1 are part of this Agreement, and, together with this Agreement, constitute the entire agreement among the parties, and supersede all prior negotiations, representation, proposal, understandings, and agreements.
- 1.3 To the extent that any conflict is found to exist between the terms and conditions set out in this Agreement, the RFSOQ, the response to the RFSOQ, and any Exhibit to this Agreement, this Agreement shall be deemed to prevail.

- 1.4 This Agreement may be amended only by written instrument signed by the Department and the Consultant.
- 1.5 The Consultant shall save and hold harmless and indemnify the Department and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and their respective officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement.
- 1.6 The Consultant covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
- 1.7 No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
- 1.8 This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
- 1.9 In accordance with Section 216.347, Florida Statutes, the Consultant is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 1.10 The Consultant shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied for five years following Agreement completion. The Department, other appropriate state agencies or officers, and its authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion or resolution of any claim or litigation, whichever is later. In the event any work is subcontracted, the Consultant shall similarly require each subconsultant to maintain and allow access to such records for audit purposes. All records supporting invoices, together with all Consultant records pertinent to overall performance under this Agreement, shall be maintained for a period of five years, plus

additional time for claims or litigation, following the last invoice submitted pursuant to this Agreement.

- 1.11 The Consultant recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
- 1.12 The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Contract shall be exempt from the one percent (1%) transaction fee.

2. **Schedule.**

Upon request, the Consultant shall submit for the Department's approval a schedule for the performance of services, which may be adjusted as the project proceeds, and which shall include allowances for periods of time for review and approval of submissions by authorities having jurisdiction over the project. Time limits established by the approved schedule shall not, except for reasonable cause agreed to in advance by the Department, be exceeded by the Consultant.

3. **Term.**

- 3.1 The term of this Agreement shall begin upon execution of the Agreement by both parties, and continue for a period of five (5) years, with the option of extending the Agreement an additional five (5) years by written amendment to this agreement.
- 3.2 The Consultant shall not be compensated for any services rendered prior to the effective date established in paragraph 3.1.

4. **Work.**

Work issued under authority of this Agreement shall [i] cite the RFSOQBDC 02 06/07. [ii] be responsive to proposals submitted by the Consultant as may be modified during negotiation, [iii] describe the project for which professional services are required, and [iv] state the fixed fee price the Department will pay to the Consultant, which price shall be inclusive of and limited to all reimbursable costs, wages, and professional fees.

- 4.1 "Reimbursable costs" and "cost plus" charges shall not be allowed under this agreement unless a written amendment to this agreement specifically authorizes them.

- 4.2 "Wages" shall mean the aggregate of time charges measured by hourly rates at a graded scale applicable to persons actually providing services, which shall include a reasonable estimate of the Consultant's actual expenditures for items normally comprising a labor burden. Wage rates and related labor burden shall be agreed to by the Department in the negotiation stage and can be renegotiated annually. Wages for persons assigned to an ongoing project after the Agreement has been issued shall not be included on an invoice until approved by the Department. All wage rates and related labor burden are subject to audit and adjustment.
- 4.3 "Professional fees" shall be expressed as a fixed price, and shall include all the Consultant's non-reimbursable costs and profit. For billing purposes, the professional fees shall be apportioned to the percentage of total services for which each periodic invoice is submitted.
- 4.4 Attachment F, attached, hereinafter referred to as Minority Participation Report shall be submitted with all invoices regardless of participation. The Consultant shall submit invoices as necessary for professional services performed within the previous 30-day period.
- 4.5 Invoices submitted by the Consultant shall be supported by [i] a certificate stating that wages and other factual unit costs supporting the payment requested are accurate, complete, and current, [ii] a certificate that travel expenses are invoiced in accordance with §112.061, Florida Statutes, and [iii] cost detail sufficient for preaudit and postaudit.
- 4.6 The Department shall process and pay such invoices within times set out in §215.422, Florida Statutes.
- 4.7 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation to the Department for that purpose by the Legislature.
- 4.8 The Consultant shall not refuse access to all business records maintained under this Agreement for the purpose of review and copying by the public, the Department, its auditors, or its designees during the Agreement term, and during the period of extended access under paragraph 1.10, during business hours. In the event any work is subcontracted, the Consultant shall require, as a condition of the applicable contract, each subconsultant to maintain, and allow access to, such records for like purposes and term by the Department or its designee.
- 4.9 The Agreement price may be adjusted by the Department at any time up to three years following completion of work described in the Agreement to

exclude any sums which the Department determines to exceed the Consultant's actual costs plus fee, or which reflect inaccurate, incomplete, or non-current wage rates or errors in other factual unit costs.

5. Termination.

5.1 The Department may terminate this Agreement at any time without cause upon 30-days written notice to the Consultant.

5.1.1 Upon receipt of such notice, the Consultant shall cease performance, and invoice the Department for all services provided under the Agreement within thirty (30) days.

5.1.2 Under no circumstances shall the Department be liable for payment of any invoice if [i] the amount, when combined with all other payments exceeds the Agreement price, or [ii] the invoice is received after the 30-day period stated in section 5.1.1.

5.2 The Department may terminate this Agreement upon 10-days written notice of intent to terminate and payment of all outstanding invoices in the event of failure of the Consultant to perform as agreed.

5.2.1 During such 10-day period, the Consultant shall invoice all completed work. Invoices received after such period will not be submitted for payment.

5.2.2 During such 10-day period, the Consultant shall have opportunity to cure the failure of performance. Upon the Consultant's satisfactory response to such notice, the intent to terminate will be withdrawn.

5.3 The Department may terminate this Agreement without notice for the Consultant's [i] breach of the warranty in paragraph 8, below, or [ii] refusal to allow public access to all records regardless of form made or received by the Consultant in connection with its performance under this Agreement unless such records are exempt from application of Art. I §24(a), Florida Constitution, and §119.07, Florida Statutes.

6. Notice.

6.1 Notices as provided for herein shall be deemed complete when served upon designated representatives of the parties at their addresses shown in paragraph 6.2.

6.2 Designated representatives are:

For the Department: Michael Renard, Project Manager
Florida Department of Environmental Protection
Alfred B. Maclay Gardens State Park
3540 Thomasville Road, Bldg B-1
Tallahassee, Florida 32309
Phone: (850) 488-5372
Fax: (850) 488-3537

For the Consultant: Bret Moore, Principal
Humiston & Moore Engineers, P.A.
5679 Strand Court, Naples, Florida 34110
Phone: (239) 594-2021
Fax: (239) 594-2025

6.3 Notice shall be sufficient if delivered by hand, by certified mail, or by delivery service to the persons at the addresses shown in paragraph 6.2.

6.4 Any change in address or substitution of designated representative shall be provided in writing to the other party within 10 days of its effective date.

6.5 The Department's Project Manager is Mark Latch, or his successor, Phone (850) 245-3104. The Consultant's Project Manager is Bret Moore, or his successor, Phone (239) 594-2021. All matters shall be directed to the Project Managers for appropriate action or disposition. Names and telephone numbers of successors shall be provided to the other project manager within 10 days. Neither the Park Manager nor any other Department staff other than the Department's Project Manager named in this paragraph has authority to administer this Agreement in any way, including approval of changes in any term or condition of this Agreement. Any changes performed pursuant to direction of anyone other than the Department's Project Manager shall be performed at the Consultant's own risk and expense.

7. Independent Contractors.

The Consultant is neither an agent nor an employee of the Department, but is an independent contractor/vendor to the Department, and shall supply on its own account all personnel, equipment, software and materials necessary to full performance of its duties hereunder.

7.1 The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all design, drawings,

specifications, reports, and other services furnished by it and by its subconsultants under this Agreement.

7.2 The Consultant shall, without additional compensation and without limiting other remedies, correct or revise errors, omissions, or other deficiencies in designs, drawings, specifications, quantities, reports, and other submissions prepared by it or its subconsultants in the performance of this Agreement

7.3 All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal and signature in accordance with the applicable Florida Statutes and Florida Administrative Code rules promulgated by the Florida Department of Business and Professional Regulation, in effect at the time of execution of this Agreement.

8. Procurement of Agreement.

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 procure this Agreement, and that it has not paid or agreed to pay any person or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the execution of this Agreement.

9. Discrimination.

The Consultant further warrants [i] that no person or firm shall be excluded on grounds of race, creed, religion, national origin, age, sex, or disability from participation, or otherwise be subjected to discrimination, in performance of this Agreement, and [ii] that neither it nor any affiliate nor any supplier, subconsultant, or other subcontractor of Consultant, is or has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services pursuant to Chapter 287, Florida Statutes.

10. Insurance.

10.1 The Consultant shall secure and maintain during the term of this Agreement all of the following coverage:

- a. Errors and omissions coverage of not less than \$1,000,000 per occurrence; and
- b. Commercial general liability coverages with limits of not less than \$1,000,000 per occurrence; and

- c. General aggregated with limits not less than \$2,000,000, including bodily injury, property damage, products liability, completed operations, personal injury, and advertising liability.
- 10.2 This coverage shall meet all claims that may arise from performance of professional services and operations under this Agreement, whether by the Consultant or by persons employed or retained directly or indirectly by the Consultant.
- 10.3 Insurance required by paragraphs 10.1 b. and c. and 10.4 shall include a hold-harmless provision in favor of the Department and the Board of Trustees of the Internal Trust Fund of the State of Florida, and the certificate shall list the Department and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as additional insured.
- 10.4 The Consultant shall secure and maintain for the term of this Agreement commercial automobile liability insurance for all claims which may arise from the services and operations performed under this Agreement, whether by the Consultant or by persons employed or retained directly or indirectly by it, with minimum liability limits of:
- a. \$1,000,000 for automobile liability combined single limit for Consultant-owned vehicles, and
 - b. \$1,000,000 for hired and non-owned automobile liability coverage.
- 10.5 To the extent required by law, the Consultant will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work under the Agreement. If any work is subcontracted, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the subconsultant's employees unless such employees are covered by the protection afforded by the Consultant. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Consultant shall provide, and cause each subconsultant to provide, adequate insurance satisfactory to the Department, for the protection of such employees.
- 10.6 All policies shall be issued by insurers licensed by or eligible to do business in the State of Florida.

10.7 The Consultant's current certificates of insurance shall provide that its coverage shall not be cancelled for any reason during the term hereof except upon 30-days written notice to the Department.

11. Amendments.

The Department may at any time by issuance of a written change order, modify the general scope of work to be performed under this Agreement.

11.1 In the event that the Consultant rejects modifications reflected in such change order, it shall be deemed a change directive.

11.2 The Consultant shall perform the modified scope of work as set out in the change directive, and invoice the Department accordingly.

11.3 The scope of work described in the proposal may be modified by change order or change directive, as set out in this section.

12. Time is of the essence.

Time is of the essence in the performance of all duties and the giving of all notices required under this Agreement. Unless otherwise specified herein, the term "days" means calendar days.

13. Disputes.

Disputes shall be resolved as follows:

13.1 The parties shall make a good faith attempt to resolve disagreements which may arise from time to time by informal conference within 10 days of the date matter requiring resolution arises.

13.2 In the event that the matter is not resolved at informal conference, the complaining party shall give written notice of dispute to the other party within 5 days after the informal conference. The notice shall set out in detail all aspects of the matter to be resolved, including relief sought.

13.3 Within 10 days of receipt of the notice of dispute, the party shall deliver its detailed written response to the complaining party, and a formal conference shall be convened no later than 30-days following the matter requiring resolution.

13.3.1 All persons necessary to resolution of the matter shall attend the formal conference.

13.3.2 Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department, and shall be copied to Consultant.

13.4 In the event that the matter is not resolved at formal conference, the complaining party shall file and serve an appropriate claim as prescribed by Chapter 120, Florida Statutes, within 21 days of the date the formal conference was held.

13.5 In no event shall a dispute arising under this Agreement be part of any claim or count in a complaint filed in any court, federal or State, until all remedies afforded in Chapter 120, Florida Statutes, have been exhausted.

13.6 Venue for any formal claim and hearing or trial in any forum shall be Leon County.

13.7 The parties waive the right to a jury trial on all issues that arise under this Agreement.

14. Assignment.

This Agreement is an exclusive contract for services, and may not be assigned in whole or in part without written approval of the Department.

15. Subcontracting.

15.1 The Consultant shall not subcontract, assign, or transfer any work under this Agreement without prior written consent of the Department, except Athena Technologies, Inc. and Passarella and Associates, Inc. (Authorized Subconsultant(s)).

15.2 The Department's consent to any subcontract shall not [i] relieve the Consultant of responsibility to the Department for satisfactory completion of the work so assigned, [ii] make the Department liable to the subconsultant for the work performed, or [iii] create a contractual relationship between the subconsultant and the Department.

15.3 The employment of unauthorized aliens by any Consultant is considered a violation of Section 274(e) of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Consultant shall

be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

16. Department Property.

It is specifically agreed that work performed under this Agreement is work for hire, and that all right, title, and interest in and to such work, including without limitation all schematics, designs, plans, specifications, or other professional products produced and developed by the Consultant or its subconsultants in performance hereunder, whether subject to patent, copyright, or other such protection, shall be the property of the Department during the term of this Agreement, and shall remain property of the Department thereafter; provided that any materials used by the Consultant and any subconsultants for which patent or copyright protection has previously been secured by them shall remain the property of the Consultant or subconsultant.

17. Governing Law.

This Agreement was made in the State of Florida and shall be construed pursuant to Florida law.

18. Attachments.

List of Attachments and Forms included as part of this Agreement

| | |
|--------------|--|
| Attachment A | Scope of Work (10 Pages) |
| Attachment B | Proposal (10 Pages) |
| Attachment C | Truth-In-Negotiation certificate (1 Page) |
| Attachment D | Bureau of Design and Construction Florida Park Service Auto CAD Drafting Standards (5 Pages) |
| Attachment E | Minority Participation Report (1 Page) |
| Attachment F | Certificate of Payment (2 Pages) |
| Attachment G | Wage Rates (5 Pages) |

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The parties have caused this Agreement to be formally executed effective the date signed on behalf of the Department of Environmental Protection shown below.

FOR THE CONSULTANT


Authorized Person


Brett D. Moore
Print Name

Vice President
Title

August 4, 2008
Date


65-026-2357
FEID Number

FOR THE DEPARTMENT


Scott Robinson
Assistant Director
Division of Recreation and Parks

8-5-08
Date

APPROVED AS TO FORM


Department Attorney

ATTACHMENT A

Scope of Work

ARTICLE 1. SCOPE OF SERVICES

- 1.1 "Construction Documents" means the drawings and the technical specifications.

ARTICLE 2. KEY PERSONNEL

- 2.1 The Consultant shall not deviate from the key personnel stated in the Consultant's response to RFSOQBDC02-006/07 without first obtaining the written consent of the Department.
- 2.2 The Consultant shall not deviate from the wage rates and other factual unit costs for key personnel and supporting staff stated in the Consultant's response to RFSOQBDC02-06/07, and as provided in Attachments E and G to the Agreement.

ARTICLE 3. CONSTRUCTION BUDGET

- 3.1 The Department's construction budget is dependent upon Legislative appropriation. For this Agreement the Department's budget will be determined when the Task Assignment is negotiated. If at any time the Department's budget is determined to be insufficient, for any reason the Department is not required to perform the Task Assignment and may terminate the Agreement in accordance with Paragraph 5 of the Agreement.
- 3.2 Since the Consultant does not have control over the cost of labor and materials, or over the competitive bidding and market conditions, the estimates of construction cost are to be made on the basis of the Consultant's experience and qualifications after making reasonable inquiries into such costs and conditions.
- 3.3 The Consultant shall conform to the following provisions to keep the project cost within the Department's construction budget.
 - 3.3.1 By 50% completion of the construction documents phase, the Consultant shall resolve with the Department any apparent discrepancy between his estimates of probable construction cost and the scope and requirements of the Department. The Consultant shall be permitted to include acceptable alternates in the contract documents for the purpose of providing a finished and acceptable project within the Department's construction budget. Failure of the Consultant to exercise due care or negligence by the Consultant in this requirement is cause for the Department to require revision of the contract documents at the Consultant's expense. The consultant shall use its best efforts and resources to enable the Department to obtain an acceptable project so that a contract can be awarded within the Department's construction budget.
 - 3.3.2 If the Consultant advises the Department, in writing, before the construction documents are 50% complete, that in the Consultant's opinion the scope of work

the Department established will cause the construction cost to exceed the Department's construction budget, and resolution thereafter of this issue fails, or if the Department increases the probable construction cost during the construction document phase by adding to the scope or requirements, and the Consultant so notifies the Department in writing of the probable increase in cost, and the Department orders the Consultant to proceed notwithstanding, the Consultant shall not be responsible for the Department not being able to award a construction contract within the Department's construction budget. Under such conditions the extra work of the Consultant, as required, to include in the bidding document alternates as requested by the Department and/or to redesign and redraft the contract documents shall be considered an "Additional Service" and payment for such extra work shall be as provided for under Article 6.

3.3.3 If an award of construction contract is delayed more than four (4) months following the completion of contract documents, the Consultant shall be permitted to revise estimates in accordance with recognized published changes in construction cost.

3.4 The project construction cost shall be based upon one of the following sources, in order of preference as follows:

3.4.1 Lowest acceptable good faith Consultant's proposal received for any or all portions of the project.

3.4.2 Detailed estimate of project construction cost authorized by the Department.

3.4.3 The Consultant's latest estimate of probable construction cost based on current area, volume or other unit costs.

ARTICLE 4. DEPARTMENT'S RESPONSIBILITIES

4.1 The Department shall provide full information to the Consultant of its requirements for the project.

4.2 The Project Manager shall examine documents submitted by the Consultant and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall observe the procedure of issuing orders to subconsultants only through the Consultant during the construction phase of the project.

4.3 The Department shall furnish or direct the Consultant to obtain, at the Department's expense, a certified survey of the site locating, if applicable, the following:

4.3.1 Grades and lines of streets, alleys and pavements.

4.3.2 Rights of way, deed restrictions, encroachments, land use or zoning restrictions, boundaries, and contours of the building site.

- 4.3.3 Locations, dimensions and data pertaining to existing buildings.
- 4.3.4 Other improvements and trees.
- 4.3.5 Full information as to available service and utility lines, both public and private.
- 4.3.6 Test borings and pits necessary for determining subsoil conditions.
- 4.4 The Department shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.
- 4.5 If the Department or the Consultant observes or otherwise becomes aware of any defects in the project, written notice thereof shall be given to the other party written ten days of such observation or awareness.
- 4.6 If the estimates of probable project construction cost, the detailed cost estimate or the lowest good faith proposal is in excess of any limit established by the Department, the Department may give written approval for the additional cost, if it is determined to be in the best interest of the Department or the Department shall cooperate in revising the project scope or quality, or both, to reduce the cost as required.

ARTICLE 5. BASIC SERVICES

- 5.1 The Consultant shall prepare schematic design studies leading to a recommended solution together with a general description of the project for approval by the Department. Five (5) copies of the schematic design studies documents with estimate of probable construction cost based on current area, volume or other unit costs shall be submitted to the Department's Project Manager.
- 5.2 The Consultant shall prepare, from the approved schematic design studies, the design development documents following the Bureau of Design and Construction, Florida Park Service, Auto CAD Drafting Standards, Attachment B, consisting of plans, elevations and other drawings, including perspective sketches and outline specifications to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems and other such work, as may be required using AutoCAD software compatible with the AutoCAD release/version currently in use by the Bureau. The AutoCAD drawing file(s) (.DWG format) on CD of the drawing(s) and five (5) copies of the design development documents with revised estimates of probable construction costs based on current area, volume, or other unit costs shall be submitted to the Department's Project Manager.
- 5.3 The Consultant shall prepare, from the approved design development documents, contract documents consisting of working drawings and written technical specifications for structural, mechanical, electrical, service-connected equipment, and site work using AutoCAD software compatible with the AutoCAD release/version currently in use by the Bureau. The AutoCAD drawing file(s) (.DWG format) on CD of the drawing(s), five (5) copies of the contract documents with a further revised estimate of probable project construction costs based on current area volume or other unit costs shall be

- submitted. The specifications shall include the necessary bidding information and special conditions of the construction contract.
- 5.4 The Consultant shall keep the Department informed of any adjustments to previous estimates of probable project construction costs indicated by changes in scope, requirements or market conditions.
 - 5.5 The Consultant shall furnish ten (10) copies of the contract documents for the bidding phases of the project, consisting of construction drawings, specifications, and special conditions.
 - 5.6 It shall be the responsibility of the Consultant to provide documents which conform to applicable building codes, local zoning and land use or development codes and generally accepted construction industry standards.
 - 5.7 The Consultant shall signify responsibility for the Contract Documents prepared pursuant to the Agreement by affixing his signature, date and seal thereto as required by Chapters 471 or 481, Florida Statutes, including the following statement:

"The plans, specifications and addenda comply with the applicable minimum building codes, and local zoning and land use or development codes."
 - 5.8 The Department's approval of the Consultant's design suggestions or decisions shall not relieve the Consultant of any responsibility or warranty under this Agreement.
 - 5.9 The Consultant shall assist the Department as needed to obtain building and other permits from the state, counties, and local municipalities, as required.
 - 5.10 When the appropriation for the facility being designed under this Agreement includes an amount for art work pursuant to Section 255.043, Florida Statutes, the Consultant's Project Manager and the Department's Project Manager shall participate on the art selection committee which is to be organized and administered by the Department of State, State of Florida.
 - 5.11 The Consultant shall provide administration of the contract for construction and shall advise and consult with the Department during construction until final payment is made or the project is terminated as specified in paragraph 5 of the Agreement.
 - 5.12 The Consultant shall visit the construction site a minimum of once per month, or at more frequent intervals appropriate to the stage of construction, to become familiar with the progress and quality of the work. The Consultant shall determine if the construction is being performed in a manner indicating that the work, when completed, will be in accordance with the construction documents.
 - 5.13 The Consultant shall make decisions on all matters relating to the execution and progress of the work or the interpretation of the construction documents. The Consultant shall check and approve samples, schedules, shop drawings and other submissions for compliance with the construction documents.

- 5.14 The Consultant shall inform the Department within ten days of any known noncompliance with the construction documents. However, failure to inform the Department of any known noncompliance with the construction documents will be cause for termination of this Agreement.
- 5.15 The Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, be responsible for the techniques or sequences of construction or the safety precautions incident thereto, or be responsible for the Contractor's schedules or failure to carry out the construction work in accordance with the Construction Documents. Based on the Consultant's verification for certificates for payment and the Consultant's observations as a qualified professional while at the site, the Consultant will keep the Department informed of the progress of the work, endeavor to guard the Department against defects and deficiencies in the construction work, and notify the Department if the work fails to conform to the Construction Documents in accordance with paragraph 5.14. By executing a certificate for payment, the Consultant represents to the Department that its observations have revealed that the quality of the work is in accordance with the Construction Documents. The Consultant will conduct inspections to determine the dates of substantial completion and final completion and issue a final certificate of payment.
- 5.16 The Consultant shall have the authority to reject work which does not conform to the Construction Documents or local building or land use or development and zoning codes. Whenever necessary or advisable to determine proper implementation of the intent of the construction documents, the Consultant shall have the authority to require additional inspections or testing to determine whether or not such work is properly fabricated, installed or completed.
- 5.17 The Consultant shall enlist services of a qualified subconsultant, when approved in writing by the Department, for surveys, subsurface investigation, testing and detailed cost estimating when required. The direct cost of these services shall be invoiced to the Consultant by the subconsultant and the Consultant shall invoice the Department for services rendered by the subconsultant in accordance with the terms of the Department's written authorization.
- 5.18 By execution of this Agreement, the Consultant certifies that the wage rates and other factual unit costs supporting the basic services compensation specified in Article 2.2 are accurate, complete and current at the time of negotiations for this Agreement; and that any wage rates or other factual unit costs furnished to the Department in the future to support additional service proposals will also be accurate, complete and current at the time of submitting such proposals. The Consultant agrees that the basic services compensation and any authorized additional services compensation shall be adjusted to exclude any significant sums by which the Department determines such compensations were increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. The Department and the Consultant agree that all such adjustments in compensation shall be made within one year following completion of the services covered by this Agreement.

- 5.19 The Consultant shall be responsible for all work performed under the terms of this Contract. The Consultant may enlist the professional services of a subconsultant as necessary to perform the services required by this Agreement, provided the services are authorized by the Department in writing prior to the work being performed. It is understood by the Consultant that the Department shall not be liable to any subconsultant for any expenses or liabilities incurred and that the Consultant shall be solely liable to the subconsultant for all expenses and liabilities.

ARTICLE 6. ADDITIONAL SERVICES

- 6.1 It is acknowledged that the following services cause the Consultant extra expense and are not covered by the payments for Consultant's basic services. After these services are authorized in writing by the Department through an executed Task Assignment or Task Assignment Change Order, they shall be paid for as a fixed price as prescribed by Article 9.
- 6.1.1 Additional services due to significant changes in general scope of the project or its requirements, including, but not limited to, changes in size, complexity or character of construction.
 - 6.1.2 Making measured drawings of existing construction when required for planning additions or alterations.
 - 6.1.3 Revising previously approved drawings or specifications to accomplish changes.
 - 6.1.4 When required by the Department, preparing documents for supplemental work initiated after commencement of the construction phase as a change order to the construction contract.
 - 6.1.5 Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the types set forth in Article 5 as may be required in connection with the replacement of such work.
 - 6.1.6 Arranging for the work to proceed should the contractor default.
 - 6.1.7 Providing prolonged contract administration and observation of construction should the construction contract time be exceeded by more than 25% due to no fault of the Consultant. Construction contract time is the period of time allotted in the separate construction contract documents for completion of the work, including substantial completion and final completion.
 - 6.1.8 Revising the drawings to show changes made during the construction process, based on the marked up prints, drawings and other data furnished by the contractors, which the Consultant considers significant.
 - 6.1.9 Additional project administration resulting from the project involving more than one general construction contract, or separate construction contracts for different building trades or separate equipment contracts.

6.1.10 Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts.

6.1.11 Furnishing and directing one or more project representatives (if more extensive representation at the site than called for in Article 5 is required) with the understanding that the number, identity, salaries and length of service of such representatives shall be agreed to in advance by the Department. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the resident project representative (if one is furnished), the Consultant will endeavor to provide further protection for the Department against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make the Consultant responsible for the contractor's failure to perform the construction work in accordance with the contract documents.

6.1.12 Preparing drawings, specifications and other documentation and supporting data, evaluating contractor's proposals and providing other services in connection with change orders to the construction documents.

6.1.13 Additional drawing preparation shall follow requirements as indicated in Article 5.2.

6.2 Additional services in connection with the project not otherwise provided for in this Agreement.

ARTICLE 7. REIMBURSABLE EXPENSES

7.1 Reimbursable expenses include actual expenditures, not exceeding the limits of Section 112.061, Florida Statutes, made by the Consultant in the interest of the project for the following incidental expenses. All reimbursable expenses shall be authorized for a particular task through an executed Task Assignment or Task Assignment Change Order with a not-to-exceed written authorization from the Department.

7.1.1 Expense of transportation and living for the Consultant when traveling in connection with services other than those defined in Article 5.

7.1.2 Reproduction of drawings and specifications, excluding copies for Consultant's office use and the copies specifically required elsewhere in the Agreement.

7.1.3 Fees paid for securing approval of authorities and agencies having jurisdiction over the project.

ARTICLE 8. SCHEDULE

- 8.1 The Department requires that 100% of construction documents, including missing information shall be completed within the time period specified in the executed Task Assignment. This time period shall include the Department's review and processing time unless otherwise specified herein. After receipt of the Department's final comments and positive indication from all permitting agencies that permits will be issued, the Department shall proceed with preparation of final bid documents, advertising and receipt of the bids, bid opening and tabulations.
 - 8.1.1 The services called for in the schematic design phase of the Contract shall be completed and five (5) copies of the documents and estimates of probable project construction costs submitted to the Department within the specified time following authorization for the Consultant to proceed with the project.
 - 8.1.2 Upon written authorization from the Department, the Consultant shall proceed with the performance of the services called for in the design development phase of this Agreement, and shall submit five (5) copies of the documents and revised estimates of probable project construction cost within the specified time.
 - 8.1.3 After acceptance by the Department of the design development documents and revised estimates of probable cost, indication of any specific modifications or changes in scope desired by the Department, the Consultant shall proceed with the performance of the Services called for in the construction documents phase of this Agreement, and shall submit five (5) copies of the documents and further revised estimates of probable project construction costs within the specified time. Additional time shall be allowed for the Department's review and approval.

ARTICLE 9. PAYMENTS TO CONSULTANT

- 9.1 For the Consultant's Basic Services identified in Article 5, payments shall be made at the completion of each phase of the work in direct proportion to the services performed.
- 9.2 Payments for Additional Services to the Consultant, as defined in Article 6, shall be made as prescribed in the Task Assignment or Task Assignment Change Order issued by the Department.
- 9.3 Payments for Additional Services shall be determined by multiplying hours worked by the current fee schedule referenced in Article 5. Payments for Reimbursable Expenses, as provided in Article 7, shall be paid upon presentation of a detailed invoice and related supporting documentation, such as receipts, statements, or invoices.
- 9.4 Thirty (30) calendar days shall be allowed for the Department's inspection and approval of the goods and services for which any pay request has been submitted.
- 9.5 No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor.

- 9.6 The Consultant shall submit to the Department a final invoice for payment of services authorized by this Agreement no later than thirty (30) days after final completion of the Project.
- 9.7 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part for three months, the Consultant shall be paid for the services performed up to receipt of the written notice from the Department of such abandonment or suspension, together with any Reimbursable Expenses payable under Article 7.
- 9.8 Permitting Services shall be invoiced and paid in the following increments. Completion and submission of the permit application (50%), completion of responses to Request for Information and acceptable resubmittal of application (25%) and Issuance of Permit (25%).

ARTICLE 10. REUSE OF DOCUMENTS

- 10.1 Unless they are patented or copyrighted, the Documents prepared pursuant to this Agreement shall be the property of the Department. The Department shall be provided a set of reproducible drawings and all other supporting documents produced as part of this Agreement.
- 10.2 The Consultant shall deliver to the Department the original drawings upon final completion of the project.
- 10.3 The Department may reuse the documents prepared under this Agreement as its own product.

ARTICLE 11. SUCCESSORS AND ASSIGNS

- 11.1 The Department and the Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party of this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants of this Agreement.
- 11.2 Neither the Department nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12. SPECIAL PROVISIONS

- 12.1 It shall be the responsibility of the Consultant to fully inform the Department of the progress of the planning and design as provided herein. To this end, the Consultant shall furnish the Department with a complete schedule at the end of each month following the receipt of an executed Task Assignment. The Consultant shall furnish these reports until a construction contract award is made, at which time the Consultant shall submit reports concerning progress, quality of work and statements as may be needed regarding the construction work proceeding in accordance with the construction documents.

- 12.2 Prohibitions Against Liens or Other Encumbrances: The Consultant hereby covenants and agrees that fee title to the real property for which services will be provided is in the Board of Trustees of the Internal Improvement Trust Fund and that Consultant shall not do or permit anything which purports to create a lien or encumbrance of any nature against the real property including, but not limited to, mortgages or construction liens against the real property or against any interest of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida or the Department.

ARTICLE 13. CONSTRUCTION PHASE SERVICES

- 13.1 If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Department assumes all responsibility for interpretation of the documents and for construction observation, and the Department waives any claims against the Consultant in any way connected thereto.
- 13.2 If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Department a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant.
- 13.3 The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Department agrees that each contract with the contractor for this project shall state that the contractor shall be solely responsible for job site safety and for its means and methods of construction; that the contractor shall indemnify the Department and the Consultant for all claims and liability arising out of the job site accidents; and that the Consultant shall be made additional insured under the contractor's general liability insurance policy.

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ATTACHMENT B
Proposal

Honeymoon Island
Beach Restoration and Erosion Control Project Phase II

Summary

Task I: Physical Monitoring of Phase I of the Honeymoon Island Beach Restoration Project.
(Initial & 6-month post-construction)

- Post construction Report #1.
- Analyze beach and offshore data.
- Coordinate aerial with county.
- Install tide gages (2) and current meter.
- Download tide and current data and analyze.
- Prepare Monitoring Report #1 as a baseline for future comparison.-
- Conduct 6-month surveys of the beach profiles to coincide with the tide and current measurements above. Analyze beach profile changes and provide interim 6-month report.

Task II: Sand Search

- Request and obtain a de minimus exemption to ERP for jet probes.
- Mobilize hydrographic surveyor and collect data and conduct jet probes.
- Grab samples from jet probes sent to lab for analysis.
- H&M to download data, analyze and prepare draft report #1.
- H&M to coordinate with DEP R&P and finalize Report #1.
- Request and obtain a de minimus exemption to ERP for vibracoring.
- Mobilize Geotechnical subconsultant for vibracoring.
- H&M to be on vessel for management of vibracoring operation.
- Geotechnical subconsultant and H&M to split samples, archive half and send remainder for analysis.
- Temporarily store archived samples at Geotechnical subconsultant's office.
- H&M to review geotechnical data, analyze and prepare draft report #2.
- H&M to coordinate with DEP R&P and finalize Report #2.
- Mobilize hydrographic surveying subconsultant, geotechnical subconsultant, marine archaeologist, and environmental subconsultant for additional bathymetry, magnetometer survey, vibracoring, coastal resources investigation and natural resource survey.
- Geotechnical subconsultant and H&M to split samples, archive half and send remainder for analysis.
- Collect native beach samples within and beyond Phase I limits and adjacent areas and prepare compatibility analysis.
- Temporarily store archived samples at Geotechnical subconsultant's office.
- H&M to review geotechnical data, cultural resources investigation, environmental assessment, analyze and prepare draft report #3.
- H&M to coordinate with DEP R&P and finalize Report #3.
- H&M to prepare preliminary plans of top two borrow areas for permitting.
- H&M to review plans with DEP R&P and B&CS, review comments and finish preliminary design of borrow area(s).

Honeymoon Island Beach Restoration and Erosion Control Project Phase II

Purpose of Project

Phase I, which is currently under construction, involves the placement of approximately 150,000 cubic yards of sand and the construction of an erosion control structure to replace an existing concrete bag groin. The project life of Phase I is expected to be relatively short, and it is therefore designed as an interim project to temporarily address erosion and evaluate the performance of the erosion control structure, while a larger scale project is designed under Phase II. This proposed project will follow Phase I and is intended to provide a longer term solution to the ongoing high erosion problems along the beaches of Honeymoon Island Beach State Park.

Phase II is expected to include multiple erosion control structures along with a larger beach fill quantity to improve both the storm protection and recreational benefits afforded by the beach to the park. Services will include monitoring of the Phase I interim project, as well as services related to the following tasks:

- design and permitting
- construction phase services
- post construction permit compliance
- post construction monitoring
- long term maintenance of the beach fill and erosion control structures.

The long term maintenance requirements including maintenance of the beach fill and erosion control structures will be determined by the performance of the project through long term monitoring. Design, permitting, and monitoring may also include mitigation depending upon the borrow site identification and the natural resources in the vicinity of the borrow site and fill placement.

Scope of Work

Task I: Physical Monitoring of Phase I of the Honeymoon Island Beach Restoration Project.

The preconstruction and post construction monitoring requirements for Phase I of the Honeymoon Island Beach Restoration Project are currently included under the current contract with the Department of Environmental Protection (DEP) Division of Recreation and Parks (R&P). The subsequent monitoring for the next three years, including post construction, 12-month, 24-month, and 36-month post construction monitoring will consist of the following in accordance with the *Honeymoon Island Beach Restoration Project – Phase I, Physical Monitoring Plan, November 27, 2006 (Amended)*, a copy of which is attached at the end of this document for reference. Due to the time difference between the post construction survey already completed and the current and tide measurements to be collected under this scope for work and the level of beach profile changes observed since construction, an interim 6-month survey is included herein. The deliverable for each monitoring cycle will include the report referenced under each section below. At this time only the post construction report and an interim 6-month report is included in this Scope of Work. Cross-sectional profile plots of the ebb shoal/borrow area will be included in the physical monitoring reports. These will include the pre-construction cross sectional profile plots with the plots of subsequent profile surveys of the ebb shoal/borrow area superimposed. The report submittal will consist of filing two bound copies and one digital copy of the monitoring report with DEP R&P.

I.1 Post construction

- a) Beach profiles and ebb shoal surveys*
- b) Aerial photography
- c) Hydraulic monitoring
- d) Shorebird nesting area monitoring
- e) Report

I.2. 6 -Month monitoring to include

- a) Beach profiles
- b) Report

*cost of the first post construction survey including the beach profiles and ebb shoal is covered under a current contract between H&M and DEP R&P.

Attachment for Task I

DEP BB&CS Approved Honeymoon Island Beach Restoration Project - Phase I, Physical Monitoring Plan, November 27, 2006 (Amended)

End of Scope of Work for Task I

Task II: Sand Search

Basic Services: The scope of our services for the sand search phase of this project will include the following:

II.1 Reconnaissance Level Borrow Site Investigation

II.1.1 Initial Borrow Site Selection: Upon issuance of a Notice to Proceed from the Department of Environmental Protection (DEP) Division of Recreational and Parks (R&P), Humiston and Moore Engineers (H&M) will submit an Environmental Resource Permit application to request a de minimus exemption to conduct jet probes within the sturdy area. The details for the proposed jet probes will be limited to an outer boundary in which the jet probes will be taken. The application will indicate that this first request for de minimus exemption is an initial phase of the sand search study to be performed during the initial data collection phase consisting of hydrographic survey, including side scan sonar and subbottom profiling, and that a subsequent request will be filed prior to undertaking vibracores. The application for the de minimus exemption will include assurances that the jet probe activity will stop immediately if any potential resource is encountered. The results of all jet probe activities will be documents, identified and categorized to be included in our report referenced in the deliverable section of this section.

Upon issuance of the de minimus exemption for the jet probe activity, H&M and their hydrographic surveying subconsultant will perform hydrographic surveys, including side scan sonar and subbottom profiling in the two areas identified in the attached exhibit. The second area labeled as "B" will remain as a contingent area for consideration if area "A" proves to be insufficient in containing suitable sand for the second phase of the Honeymoon Island Beach Restoration project. Subbottom profiling will allow for a determination of potential sand strata and allow for areas to be identified for further investigation. These will be reviewed with any data from core borings and jet probes identified on the DEP ROSS Database.

Initially, jet probes will be done to evaluate potential sand deposits for further investigation as borrow sources. Jet probes¹ will be sited within 50 feet of the seismic track lines and 400 feet away from any apparent anomalies or potential hardbottom identified in the seismic surveys. It is anticipated that a minimum of 60 jet probes will be done along the ridges in area A, and 5 in Area B. This will allow for on site qualitative evaluation of sand quality and color. Samples of sand will be collected at the upper and lower portions of the jet probe for sediment analysis for a total of 130 samples.

When performing the grain size analyses of the sediment samples collected in this study, the following will be conducted when submitting data (in tabular form) to the Department for review: 1) sieve number, 2) diameter in mm, 3) diameter in phi units, 4) weight retained on sieve, 5) weight percent retained on sieve, 6) cumulative weight retained on sieve, 7) cumulative weight percent retained on sieve. All weights and percentages will be recorded to the nearest 0.01 gm. The sieve stack will use screens at half-phi intervals between sieve #4 and #230 in addition to a 3/4 inch screen. Additionally, the analysis will include a table of mean, median (d50), standard deviation (sorting), Munsell color, silt percent and carbonate content. Frequency and cumulative frequency plots of each sample will be provided.

All geotechnical information will be submitted in an electronic file suitable for input to the Department's Reconnaissance Offshore Sand Search (ROSS) database. The data will be submitted in Access or gINT files. Any shape files and PDF files suitable for inclusion in ROSS, including but not limited to seismic images with time stamp annotations, seismic track lines, seismic time stamps, seismic shot points, sample/jet probe/core locations, and borrow areas will also be provided.

The following sieves will be used as referenced in footnote 2 herein:

| Retaining Sieve (phi) | Retaining Sieve (mm) | US Standard Sieve # |
|-----------------------|----------------------|---------------------|
| -4.25 | | 3/4" |
| -4 | | 5/8" |
| -2.5 | | 3.5 |
| -2.25 | | 4 |
| -2 | 4 | 5 |
| -1.5 | 2.8284 | 7 |
| -1 | 2 | 10 |
| -0.5 | 1.4142 | 14 |
| 0 | 1 | 18 |

| Retaining Sieve (phi) | Retaining Sieve (mm) | US Standard Sieve # |
|-----------------------|----------------------|---------------------|
| 0.5 | 0.7071 | 25 |
| 1 | 0.5 | 35 |
| 1.5 | 0.3536 | 45 |
| 2 | 0.25 | 60 |
| 2.5 | 0.1768 | 80 |
| 3 | 0.125 | 120 |
| 3.5 | 0.0884 | 170 |
| 4 | 0.0625 | 230 |
| | | Pan |

¹ Jet probes will be dive operated and consist of a pipe approximately 1 inch in diameter to be jetted in areas of visible sand with no apparent environmental resources or anomalies in the vicinity. Water will be pumped through the probe for a shallow penetration of no more than 10 feet. Due to the small and non-impactive scope of this diver operated activity involving no need for structural assembly on the gulf bottom, this activity will be conducted while the hydrographic surveyor and divers are mobilized.

Deliverable (Report #1): H&M will provide a draft report of the results of the hydrographic surveys, sidescan sonar surveys and subbottom mapping and the results of the jet probes for the two areas. Sediment grain size distribution², carbonate content and shell content will be provided for 130 representative samples collected during the 65 jet probes will be presented in the format discussed above under Section 11.1.1. All data shall also be provided in Access or gINT file format for input into the DEP Reconnaissance Offshore Sand Search (ROSS) database³. This report will include a recommendation for collection of vibracores with Area A as considered appropriate for further investigation. Also included will be a request for a de minimus exemption for the Environmental Resource Permit (ERP) for the proposed vibracoring activities. Based on the results of the survey and jet probes, a vibracoring plan will be presented for further investigation of sand availability with both areas A and B. Vibracores will be located within 50 feet of the seismic lines where possible and will be limited to a total of 30 in an effort to define up to three sub-regions within area A, and a total of no more than 5 vibracores will be recommended for area B. DEP R&P will forward the draft report to the Bureau of Beaches and Coastal Systems (B&CS) and the DEP for input. Upon receipt of comments from DEP R&P, Report #1 will be finalized. Two hard copies and one digital copy will be provided to DEP R&P. This report will also include a report from the surveyor certifying that the survey, conducted as part of this study, meets BBCS Technical Standards established in Part II.A of the *BBCS Monitoring Standard for Beach Erosion Control Projects* and minimum technical standards of Chapter 61G17-6, Florida Administrative Code.

²When performing the grain size analyses of the sediment samples collected in this study, the following will be conducted when submitting data (in tabular form) to the Department for review: 1) sieve number, 2) diameter in mm, 3) diameter in phi units, 4) weight retained on sieve, 5) weight percent retained on sieve, 6) cumulative weight retained on sieve, 7) cumulative weight percent retained on sieve. All weights and percentages will be recorded to the nearest 0.01 gm. The sieve stack will use screens at half-phi intervals between sieve #4 and #230 in addition to a 3/4 inch screen. Additionally, the analysis will include a table of mean, median (d50), standard deviation (sorting), Munsell color, silt percent and carbonate content. Frequency and cumulative frequency plots of each sample will be provided. When composite statistics are calculated, the spreadsheet used to calculate the composites, as well as a cumulative frequency curve of the composite will be provided.

³ All geotechnical information will be submitted in an electronic file suitable for input to the Department's Reconnaissance Offshore Sand Search (ROSS) database. The data will be submitted in Access or gINT files. Any shape files and PDF files suitable for inclusion in ROSS, including but not limited to seismic images with time stamp annotations, seismic track lines, seismic time stamps, seismic shot points, sample/jet probe/core locations, and borrow areas will also be provided.

II.2 Detailed Borrow Area Investigation

II.2.1 Vibracores: Upon issuance of the de minimus exemption for the ERP and acceptance of the recommended vibracores under item II.1, H&M's geotechnical subconsultant will collect vibracores from areas recommended by H&M Report #1. In the event full penetration and/or recovery cannot be achieved at a given vibracore location, 80 percent recovery shall be considered adequate. In the event that refusal is encountered prior to achieving the desired depth, an additional vibracore shall be taken or a hydraulic jetting technique will be used to compliment a second run and to optimize the probability of achieving core penetration to the desired depth. H&M will be on-board during the vibracoring to evaluate the samples visually as they are collected to see if field adjustments on the vibracoring operation need to be made. A total of 35 vibracores will be collected. Each vibracore sample will be sectioned into five-foot lengths and cut open longitudinally. This will result in a total of 140 samples. Each sample will be logged and photographed. Visual logs will be recorded for each sample consisting of a qualitative assessment as to the quality of the material including sand, shell content, silt content and color. One half of each 5-foot segment will be archived, while the other half will be analyzed and the results will be compiled and presented to DEP prior to further investigation as described in the deliverable section (Report #2).

When performing the grain size analyses of the sediment samples collected in this study, the following will be conducted when submitting data (in tabular form) to the Department for review: 1) sieve number, 2) diameter in mm, 3) diameter in phi units, 4) weight retained on sieve, 5) weight percent retained on sieve, 6) cumulative weight retained on sieve, 7) cumulative weight percent retained on sieve. All weights and percentages will be recorded to the nearest 0.01 gm. The sieve stack will use screens at half-phi intervals between sieve #4 and #230 in addition to a 3/4 inch screen. Additionally, the analysis will include a table of mean, median (d50), standard deviation (sorting), Munsell color, silt percent and carbonate content. Frequency and cumulative frequency plots of each sample will be provided. When composite statistics are calculated, the spreadsheet used to calculate the composites, as well as a cumulative frequency curve of the composite will be provided.

All geotechnical information will be submitted in an electronic file suitable for input to the Department's Reconnaissance Offshore Sand Search (ROSS) database. The data will be submitted in Access or gINT files. Any shape files and PDF files suitable for inclusion in ROSS, including but not limited to seismic images with time stamp annotations, seismic track lines, seismic time stamps, seismic shot points, sample/jet probe/core locations, and borrow areas will also be provided.

The following sieves will be used as referenced previously in footnote 2 herein:

| Retaining Sieve (phi) | Retaining Sieve (mm) | US Standard Sieve # |
|-----------------------|----------------------|---------------------|
| -4.25 | | 3/4" |
| -4 | | 5/8" |
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| -2 | 4 | 5 |
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| -1 | 2 | 10 |
| -0.5 | 1.4142 | 14 |
| 0 | 1 | 18 |

| Retaining Sieve (phi) | Retaining Sieve (mm) | US Standard Sieve # |
|-----------------------|----------------------|---------------------|
| 0.5 | 0.7071 | 25 |
| 1 | 0.5 | 35 |
| 1.5 | 0.3536 | 45 |
| 2 | 0.25 | 60 |
| 2.5 | 0.1768 | 80 |
| 3 | 0.125 | 120 |
| 3.5 | 0.0884 | 170 |
| 4 | 0.0625 | 230 |
| | | Pan |

Deliverable (Report #2): A draft sand source investigation report will be provided to DEP which will include the results of the initial vibracoring operation in each of the potential borrow sites. This report will include photographs of the vibracores along with the results of the grain size distribution analysis, and carbonate content for each of the 140 samples from the 35 cores to be presented in the format discussed above under Section 11.2.1. All data shall also be provided in Access or gINT file format for input into the DEP Reconnaissance Offshore Sand Search (ROSS) database also detailed in Section 11.2.1 above. The report will provide a recommendation for a collection of 40 additional vibracores to refine the limits of the borrow area(s) identified in II.2 herein. DEP R&P will forward the draft report to the B&CS and CAMA for input. Upon receipt of comments from DEP R&P, Report #2 will be finalized. Two hard copies and one digital copy will be provided to DEP R&P.

II.2.2 Vibracores for Borrow Area Design: When the final borrow area(s) are identified, refined data collection will be conducted including bathymetry, side scan sonar, subbottom profiling and magnetometer surveying, minimum 2-day ground-truthing, and cultural resource evaluation including a marine archaeologist involved during the magnetometer and subbottom profile operations. The surveys will be collected at 100-foot spacing. Additional vibracores will be taken totaling no more than 40 to provide detailed information for the borrow area for design and permitting. These activities will be conducted under the same ERP de minimus exemption issued under section II.2.1 herein. Consistent with the state Benthic Characterization Guidelines which follow the Minerals Management Service (MMS) stipulations, environmental transects will be initially run at 500-foot transects consisting of video lines and dives for ground truthing. Compatibility of the borrow material with the native beach sand will be evaluated for compliance with Section 62B-41.007, Florida Administrative Code.

Each vibracore sample will be sectioned into five-foot lengths and cut open longitudinally. This will result in a total of 160 samples. Each sample will be logged and photographed. Visual logs will be recorded for each sample consisting of a qualitative assessment as to the quality of the material including sand, shell content, silt content and color. One half of each 5-foot segment will be archived, while the other half will be analyzed and the results will be compiled and presented to DEP.

When performing the grain size analyses of the sediment samples collected in this study, the following will be conducted when submitting data (in tabular form) to the Department for review: 1) sieve number, 2) diameter in mm, 3) diameter in phi units, 4) weight retained on sieve, 5) weight percent retained on sieve, 6) cumulative weight retained on sieve, 7) cumulative weight percent retained on sieve. All weights and percentages will be recorded to the nearest 0.01 gm. The sieve stack will use screens at half-phi intervals between sieve #4 and #230 in addition to a 3/4 inch screen. Additionally, the analysis will include a table of mean, median (d50), standard deviation (sorting), Munsell color, silt percent and carbonate content. Frequency and cumulative frequency plots of each sample will be provided. When composite statistics are calculated, the spreadsheet used to calculate the composites, as well as a cumulative frequency curve of the composite will be provided.

All geotechnical information will be submitted in an electronic file suitable for input to the Department's Reconnaissance Offshore Sand Search (ROSS) database. The data will be submitted in Access or gINT files. Any shape files and PDF files suitable for inclusion in ROSS, including but not limited to seismic images with time stamp annotations, seismic track lines, seismic time stamps, seismic shot points, sample/jet probe/core locations, and borrow areas will also be provided.

Deliverable (Report #3): A draft sand source investigation report will be provided similar to Report #2 to include the same level of analysis for the samples collected under this phase. This

report will include photographs of the vibracores along with the results of the grain size distribution analysis, and carbonate content for each of the 160 samples from the 40 cores to be presented in the format discussed above under Section 11.2.2. All data shall also be provided in Access or gINT file format for input into the DEP Reconnaissance Offshore Sand Search (ROSS) database also detailed in Section 11.2.2 above. The results of the cultural resource evaluation, bathymetric and side scan surveys, subbottom profiling operation, magnetometer survey, environmental transects and sand compatibility will be provided as well. DEP R&P will forward the draft report to the B&CS for input. Beach sand on Honeymoon Island used for the compatibility analysis will include both the sand placed as part of Phase One of the Honeymoon Island Beach Restoration project and sand existing with the study area north of the beach fill which was placed as part of Phase One. Upon receipt of comments from DEP R&P, Report #3 will be finalized. Two hard copies and one digital copy will be provided to DEP R&P.

II.3 Borrow Site Design

II.3.1 Preliminary Plans: Based on the results of the sand source study and final Report #3 provided under Task II.2.2 above, plans will be prepared for the two areas of preferred use based on input from DEP R&P through their consultation with B&CS. Site plans and cross sections with overlays of the core borings will be prepared for the two areas for use in permitting.

Deliverable (Preliminary Borrow Area Plans): A draft set of plans for the two primary borrow areas will be filed with the DEP R&P for review. DEP R&P will forward the draft plans to the B&CS for input. Upon receipt of comments from DEP R&P, the plans will be updated. Two full size and one reduced set of plans along with one digital copy will be provided to DEP R&P.

End of Scope of Work for Task II

Honeymoon Island

Beach Restoration and Erosion Control Project Phase II

Cost Sheet

| | | | |
|----------------------------------|---|--|-------------------------|
| Task I | Physical Monitoring | I.1 Phase I Monitoring – Post Construction I.2 Phase I Monitoring - 6-Month Post Construction | |
| I.1a | Basic Services - Surveys (beach and ebb shoal) 30-90 days post construction *already under contract | | 0.00 |
| I.1b | Aerial photography (based on aerial from county) | | 495.00 |
| I.1c | Hydraulic monitoring (tides and currents) | | 12,440.00 |
| I.1d | Shorebird Monitoring - Coordinate with Park Service | | 510.00 |
| I.1e | Analysis and Report | | <u>16,350.00</u> |
| | | Subtotal | <u>29,795.00</u> |
| I.2a | Basic Services - Surveys (beach only - no ebb shoal) QC-surveyor 6- months post construction | | 19,695.00 |
| I.2b | Analysis and Report | | <u>26,760.00</u> |
| | | Subtotal | <u>46,455.00</u> |
| Total Tasks I.1 & I.2 | | | <u>76,250.00</u> |

| | | | |
|----------------|--|---|----------------------------|
| Task II | Sand Search | II.1 - Reconnaissance Level Borrow Site Investigation II.2 - Detailed Borrow Area Investigation II.3 Borrow Site Design | |
| II.1 | Basic Services - Surveys - bathymetric, side scan subbottom survey and Jet probes (approx. 300 line miles of data) | | \$105,900.00 |
| | Sediment analysis (grain size, carbonate %...) | | \$9,750.00 |
| | This will involve analysis of 130 samples | | |
| II.1-D | Deliverable - Report | | <u>\$35,720.00</u> |
| | | Subtotal for II.1 | <u>\$151,370.00</u> |
| II.2.1 | Basic Services - Vibracores - General First level of vibracores for identifying initial borrow areas for 35 vibracores including mob/dem, analysis, standby... This will involve analysis of 140 | | \$119,690.00 |

| | | | |
|----------|--|-----------------------------------|--|
| II.2.1-D | samples Deliverable - Report | | <u>\$16,390.00</u> |
| | | Subtotal for II.2.1 | <u>\$136,080.00</u> |
| II.2.2 | Basic Services - Costs based on a total combined borrow areas of 1 square mile Bathymetric, side scan, magnetometer & subbottom including cultural resources survey (53 line miles/square mile) Vibracoring 40 vibracores with mob/dem, analysis, standby...) This will involve analysis of 160 samples Environmental mapping (12 line miles) Deliverable - | | \$47,500.00 \$130,740.00 \$34,000.00 |
| II.2.2-D | Report | | <u>\$22,000.00</u> |
| | | Subtotal for II.2.2 | <u>\$234,240.00</u> |
| II.3 | Basic Services - Preliminary Plans for permitting of borrow areas Include overlay of core borings | | <u>\$22,320.00</u> |
| | | Subtotal for II.3 | <u>\$22,320.00</u> |
| | | Total for Task II | <u>\$544,010.00</u> |
| | | Total for Tasks I & II | <u>\$620,260.00</u> |

ATTACHMENT D

Bureau of Design and Construction Florida Park Service AutoCAD Drafting Standards

The following drafting standards shall be implemented in the preparation of computer assisted drawings for all Bureau projects. The Project Manager shall retain ultimate authority in decisions regarding acceptance of any drawings submitted. All drawings shall be submitted in a .dwg format that is 100% compatible with the current release of AutoCAD in use by this Bureau. Drawings submitted that do not meet requirements as outlined in this document are subject to rejection.

Progress and/or final submittals shall be supplied on CD, transmitted via Email attachment or made available on an FTP site. At least one full size, plotted, unbound, reproducible, complete set is required. Preliminary submittals should be clearly marked as such on each sheet. CDs shall be dated and specifically labeled as preliminary or final drawings with park facility name, project name, state project number and if submitted on multiple disks, sequential numbering. When necessary (sent via email) files may be submitted in a "zipped" format.

BASIC DRAFTING

- Sheet size shall be as indicated by the Project Manager.
- North arrows shall be included on each drawing when appropriate, maintaining a consistent size, direction and sheet location with the upper left corner preferred.
- Angles shall be "decimal degrees" or "deg/min/sec" with 0° east (3 o'clock) increasing counter-clockwise.
- Avoid using custom fonts, custom line styles and custom hatch patterns.
- Avoid shades of gray (it doesn't reproduce well).
- The model space/paper space drafting method is preferred with one sheet per layout tab. Tab name shall reflect the sheet name and reference number. See *sheet numbering* section below.

- Use of the 'eTransmit...' command is strongly recommended to ensure complete transmittal of all drawing elements.

COVER SHEET

The Bureau cover sheet shall be used on all submitted drawing sets, and is relevant to the district in which the project is located. Edit the small project description box above DEP logo as appropriate ('ddate' command). See the sample cover sheet included with this reference guide. The project location shall be indicated on the Florida state map provided on the cover sheet.

TITLE BLOCKS

The Bureau title block shall be used on all submitted drawings. The title block is drawn full scale (1"=1") and will not be rotated to accommodate drawings. Edit the attribute values for title information as supplied by the Bureau Project Manager. The Professional of Record's name and registration number as well as the consultant's name, address, phone number and logo if available, must appear in the spaces provided. See sample on the last page.

SHEET REFERENCE NUMBERING

Each sheet in a drawing set will be identified with a unique number generated using the method outlined here.

| | |
|--|--------------------------------------|
| A - Architectural | 100 - Plans |
| C - Civil | 200 - Elevations |
| S - Structural | 300 - Sections |
| L - Landscape | 400 - Axonometric/perspective |
| M - Mechanical | 500 - Details |
| P - Plumbing | 600 - Interior Details |
| E - Electrical | |
| G - General (Cover sheet will use G100) | |

For example, a second sheet of architectural sections would be numbered **A302**.

A - Architectural category, **3** - 300 for sections, **02** - second sheet of building sections.

Occasionally, assorted drawings from various disciplines can be combined on the same sheet to save paper. When this occurs, the name should reflect the majority of drafting elements found on that sheet.

LAYERING

Layering shall follow AIA Standards for Architectural, Mechanical, Plumbing and Electrical drafting (see attached AIA Layer Format). Civil drafting and all related engineering drafting shall follow a logical layering standard at the discretion of the consultant. A list of layer names with definitions for civil and engineering drafting shall be provided to this office.

TEXT / FONTS

All text with the exception of titles and schedule headings shall conform to the following standards.

Font File..... Simplex.shx

Actual Plotted
Minimum Height 3/32"

Minimum Width..... .85

Pen / Line
Width..... Cyan/4 width .0138

Titles and schedule headings shall be Magenta/Pen 6, line width .0394 with an actual plotted height of 3/16". Varying text heights and fonts other than that specified above will not be acceptable. Drawings with third party fonts will be rejected.

DIMENSIONS

All dimension lines shall be in Red/Pen 1, line width .0071 using tick marks in place of arrows. All dimension text shall be 'aligned' and above dimension line.

PEN WIDTH / COLORS

The following pen/color relationships shall be strictly adhered to.

| <u>PEN</u> | <u>WIDTH</u> | <u>COLOR</u> |
|------------|--------------|--------------|
| 1 | .0071 | Red |
| 2 | .0098 | Yellow |
| 3 | .0138 | Green |
| 4 | .0138 | Cyan |
| 5 | .0197 | Blue |
| 6 | .0394 | Magenta |
| 7 | .0551 | Wht/Blk |
| 8 | .0051 | Gray |
| 9 | .0787 | Gray |
| 10 | .0071 | Red |
| 11 | .0098 | Pink |
| 12 | .0138 | Crimson |
| 13 | .0197 | Burnt Rose |
| 14 | .0276 | Brick |
| 15 | .0394 | Brown |
| 16 | .0551 | Burgundy |
| 17 | .0276 | Brown |

COMPUTER FILE NAMES

AutoCAD computer files used by and submitted to the Bureau shall be named by combining the numerical date, discipline code (**C=Civil**, **A=Architectural**, **S=Structural**, **L=Landscape**, **M=Mechanical**, **E=Electrical**, **P=Plumbing**, **G=General**) the FCO project number, facility name, and the letter code (**P=preliminary drawings** or **F=final drawings**) in the following format:

YYYY-MM-A_#####_facility_name_F

For example: 2005-06-A_60475_Bahia_Honda_F

This file name indicates a Final, Architectural drawing set for the Bahia Honda State Park, FCO project # 60475 created in June of 2005.

GENERAL

Any drawings submitted and not conforming to this outline of standards will be subject to rejection. When in doubt, please refer all questions to the Bureau Project Manager.

| | | |
|---|--|---|
| <p style="text-align: center;"><i>Consultants name and logo here</i></p> | | <p style="text-align: center;"><i>Use edit attribute command (DDATTE) to supply title block information</i></p> |
| | | <p style="text-align: center;"><i>Use edit attribute command (DDATTE) to supply title block information</i></p> |
| <p style="text-align: center;"><i>Consultants name and logo here</i></p> | | <p style="text-align: center;"><i>Use edit attribute command (DDATTE) to supply title block information</i></p> |
| <p style="text-align: center;"><i>Use edit attribute command (DDATTE) to supply title block information</i></p> | | <p style="text-align: center;"><i>Use edit attribute command (DDATTE) to supply title block information</i></p> |

| | | |
|---|---|---------------------------------|
| | <p>EDIT THESE LINES AS APPROPRIATE</p> | |
| | <p>FACILITY NAME FACILITY DESIGNATION DISTRICT 1 COUNTY 2</p> | |
| | <p>PROJECT NAME LINE 1 PROJECT NAME LINE 2 DEP PROJECT # XXXX</p> | |
| | <p><u>SCOPE OF PROJECT</u></p> | <p><u>INDEX OF DRAWINGS</u></p> |
| <p>USE DDATTE TO EDIT THIS PROJECT DESCRIPTION BOX</p> | | |
| <p><u>Division of Recreation and Parks Bureau of Design and Recreation Services</u></p> | | |

ATTACHMENT E

Department of Environmental Protection

Division of Recreation and Parks

Bureau of Design and Construction

Minority Participation Report

Date: / / _____

Please submit all invoices and this form to: Marshall Flake at the Bureau of Natural & Cultural Resources, 3540 Thomasville Road, Tallahassee, FL 32309, Ph. No. (850)488-5090. Complete the top portion for every invoice.

Firm submitting report: _____

Project location: _____
Park or Facility where the Project is located or delivery is made.

FCO Project No.: _____ Contract No.: _____ Task Assignment No.: _____

For Invoice No.: _____ Invoice Amount: \$ _____

Will any portion of this invoice be used as payment to a Minority Owned Vendor, Supplier or Sub-Contractor?

NO **YES** **THIS IS A MINORITY BUSINESS**

If **YES** please complete the following information: Use additional pages as necessary.

Minority Owned Business:

- | | |
|----------|----------|
| 1. _____ | \$ _____ |
| Vendor | Amount |
| 2. _____ | \$ _____ |
| Vendor | Amount |
| 3. _____ | \$ _____ |
| Vendor | Amount |
| 4. _____ | \$ _____ |
| Vendor | Amount |
| 5. _____ | \$ _____ |
| Vendor | Amount |
| 6. _____ | \$ _____ |
| Vendor | Amount |

Total Amount: \$ _____

**ATTACHMENT F
Certificate for Payment**

| Payment Block (Office use only) | | | | | | | | | | | | | | | | | |
|---|-------------------|--|-----------------------------------|--|---|--|------|-----------------|-------------------|---------|--------|--|--|--|-------------------|--|--|
| <i>Transmittal Date:</i> _____ | | | | | <i>Total for this Payment:</i> \$ _____ | | | | | | | | | | | | |
| <i>Contract / Purchase Order No.:</i> _____ | | | <i>Task Assignment No.:</i> _____ | | <i>Description of Services:</i> _____ | | | | | | | | | | | | |
| RCO Project No. | Organization Code | | | | EO | Obj Code | Fund | Category - Year | Module/OCA | Grant # | Amount | | | | | | |
| Line 1: | | | | | | | | | | | | | | | | | |
| Line 2: | | | | | | | | | | | | | | | | | |
| Line 3: | | | | | | | | | | | | | | | | | |
| Line 4: | | | | | | | | | | | | | | | | | |
| Capitalization? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | | | | | | | | | | | | | |
| <i>Invoice Received By:</i> _____ | | | <i>Date</i> _____ | | | <i>Services / Merchandise Received By:</i> _____ | | | <i>Date</i> _____ | | | <i>Serv. / Mds. Inspected and Approved By:</i> _____ | | | <i>Date</i> _____ | | |
| | | | / / | | | | | | / / | | | | | | / / | | |

Invoice No: _____ Partial Final Bureau Project Manager: _____

Firm: (Name & Address) _____ Facility: _____

_____ Project Desc: _____

_____ Contract No: _____ Task Assn. No: _____

_____ Dates Services Provided (Not to exceed the Contract Final Completion Date)

_____ From: _____ To: _____

Tel. No: _____ Fax No: _____ Contract Final Completion Date: _____

Total Due This Certificate: \$

Certified True and Correct: _____
Signature of Authorized Company Representative

Date: _____

Please Print Name



ATTACHMENT F

Department of Environmental Protection

Division of Recreation and Parks
Bureau of Design and Construction

Schedule of Services

| Date: / / | | | | | |
|----------------------|---------------|-------------|---------------|-------------------|---------------|
| Schedule of Services | Total Fee | % Completed | Due to Date | Previously Billed | Amount Due |
| | | | | | |
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| | Total: | | Total: | Total: | Total: |
| | \$ | | \$ | \$ | \$ |

Revised 10/26/07 db

Attachment G Wage Rates

Humiston and Moore Engineers, P.A.
Calculation of Overhead Rates
Year Ending 2008

| | |
|--|------------|
| Direct Payroll | 734,494.00 |
| Fringe Benefits: | |
| Vacation, Holiday & Sick Leave | 70,646 |
| Payroll Taxes | 78,130 |
| Group Health & Life | 43,316 |
| Worker's Compensation Insurance | 4,401 |
| Additional benefits, (education, sponsor etc) | 10,000 |
| Wellness | 5,886 |
| Profit Sharing | 444,977 |
| Total Fringe Benefits | 657,356.25 |
| Fringe Rate (as % of Direct Labor) | 89% |
| General & Administrative | |
| Non-billable Engineering hours | 296,684 |
| Non-billable Administrative Hours | 131,692 |
| Non-billable project Expenses/fees | 93,328 |
| Advertising & Marketing | 43,687 |
| Auto Expense | 28,964 |
| Business Insurance | 30,334 |
| Computer Services & Supplies | 30,312 |
| Conference Expense | 39,800 |
| Contributions | 11,260 |
| Depreciation Expenses | 30,417 |
| Dues & Subscriptions | 5,112 |
| Maintainance | 5,000 |
| Office Supplies & Expenses | 136,026 |
| Professional Services | 126,975 |
| Rent | 75,690 |
| Software Updates | 20,000 |
| Taxes & Licenses | 121,366 |
| Telephone | 16,027 |
| Total General & Administrative | 1,242,675 |
| General & Administrative Rate (as % of Direct Labor) | 169% |
| Combined Overhead Rate (as% of Direct Labor) | 259% |
| Equivalent Multiplier on Direct Labor (excluding profit) | 2.59 |
| Desired Profit (on direct Labor plus O/H) | 10% |
| Multiplier on Direct labor (including profit) | 2.85 |

13-005 - DEP
Wage Sheet
Humiston and Moore Engineers

Dated: 4-30-08

| Category (Abbreviation) | Name | Actual Hourly Salary Rate | Multiplier 2.85 for labor rates | Contract billing rate |
|-------------------------|------|---------------------------|---------------------------------|-----------------------|
|-------------------------|------|---------------------------|---------------------------------|-----------------------|

Labor Category

| | | | | |
|--|--|----------|-------|-----------|
| Project Manager, Prof Engineer | | \$ 63.83 | Wages | \$ 181.91 |
| Assistant Project Manager, Prof Engineer | | \$ 63.83 | Wages | \$ 181.91 |
| Senior Modeler (SM) | | \$ 55.85 | Wages | \$ 159.18 |
| Modeling Technician (M2) | | \$ 31.28 | Wages | \$ 89.14 |
| Modeling Technician I (M1) | | \$ 29.26 | Wages | \$ 83.38 |
| Engineer III (E3) | | \$ 33.51 | Wages | \$ 95.51 |
| Enviornmental Engineer (EE) | | \$ 23.73 | Wages | \$ 67.64 |
| AutoCAD Technician I (AC1) | | \$ 25.13 | Wages | \$ 71.63 |
| Project Administrator/Coordinator (PC) | | \$ 35.19 | Wages | \$ 100.28 |
| Administrative (AD) | | \$ 18.62 | Wages | \$ 53.06 |
| Clerical (CL) | | \$ 21.28 | Wages | \$ 60.64 |

Other Direct Costs**

| | | | | |
|---|-----------------|--|----------|----------|
| In-house color copy expenses | | | PerPage | \$ 0.10 |
| In-house plotting expenses for 24 x 36 inch sheet | Standard Paper | | PerSheet | \$ 10.00 |
| In-house plotting expenses for 24 x 36 inch sheet | Photo/BondPaper | | PerSheet | \$ 25.00 |

Equipment

| | | | | |
|-------------------------------------|--|--|--|-----------|
| Turbidity Meter/per day | | | | \$ 25.00 |
| 18' Boat Rental/per day | | | | \$ 100.00 |
| Diving equipment/per person/per day | | | | \$ 50.00 |

Black and white copies and other miscellaneous office expenses are not billed as Other Direct Costs. The time spent is billed in staff time. The expense is included as overhead. Courier, FedEx and Other Direct Costs are proposed during task order negotiations at the cost billed to Humiston & Moore Engineers.

** Approval for Other Direct Costs not listed will be submitted for approval during task order or change order negotiation prior to incurring.

Athena Technologies, Inc.
Calculation of Overhead Rates
Year Ended December 31, 2007

| | |
|------------------------|-------------------|
| Direct Payroll: | |
| Payroll | 118,729.66 |
| | <u>118,729.66</u> |

| | |
|--------------------------------|------------------|
| Fringe Benefits: | |
| Vacation, Holiday & Sick Leave | 21,992.01 |
| Payroll Taxes | 27,321.73 |
| Group Health & Life Insurance | 10,165.74 |
| Employee Benefits - Simple | 5,325.00 |
| Work Comp | 2,862.90 |
| Continuing Education | 1,045.00 |
| | <u>68,512.38</u> |

| | |
|---|------------|
| Fringe Rate (as % of Direct Labor) | <u>58%</u> |
|---|------------|

| | |
|--------------------------------------|-------------------|
| General & Administrative: | |
| Non-billable Field Crew Hours | 92,947.20 |
| Non-billable Administrative Hours | 30,235.24 |
| Amortization | 1,151.00 |
| Communication | 6,197.79 |
| Core Barrel | 12,833.81 |
| Dockage | 1,800.00 |
| Field Assistants | 9,132.50 |
| Fuel | 4,577.24 |
| Liability Insurance | 7,381.40 |
| Insurance - Other | 3,112.00 |
| Lab | 5,825.00 |
| Licenses and Permits | 1,564.75 |
| Office Supplies & Expense | 4,433.85 |
| Professional Fees | 2,800.00 |
| Rent | 18,300.00 |
| Repairs & maintenance | 34,621.51 |
| Supplies | 1,739.62 |
| Taxes - Local | 1,482.13 |
| Taxes - Property | 8,236.33 |
| Utilities | 3,394.82 |
| Vehicle Expense | 5,571.02 |
| | <u>257,037.22</u> |

| | |
|---|-------------|
| General & Administrative Rate (as % of Direct Labor) | <u>216%</u> |
|---|-------------|

| | |
|--|-------------|
| Combined Overhead Rate (as % of Direct Labor) | <u>274%</u> |
|--|-------------|

| | |
|---|-------------|
| Equivalent Multiplier on Direct Labor (excluding profit) | 2.74 |
| Desired Profit (On Direct Labor Plus O/H) | <u>10%</u> |
| Multiplier on Direct Labor (including profit) | <u>3.02</u> |

CSA INTERNATIONAL, INC. (CSA)
Labor-Burden-Only RATE SCHEDULE
Effective 1 January 2008 Thru 1 January 2011

| <u>Professional Fees</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> |
|--------------------------|------------------------------|------------------------------|------------------------------|
| | <u>Hourly</u> <u>Rate</u> | <u>Hourly</u> <u>Rate</u> | <u>Hourly</u> <u>Rate</u> |
| Director | \$ 236.56 | \$ 248.39 | \$260.81 |
| Senior Scientist 3 | \$ 197.13 | \$ 206.99 | \$217.34 |
| Senior Scientist 2 | \$ 179.21 | \$ 188.17 | \$197.58 |
| Senior Scientist 1 | \$ 150.54 | \$ 158.07 | \$165.97 |
| Project Scientist 3 | \$ 111.11 | \$ 116.67 | \$122.50 |
| Project Scientist 2 | \$ 89.61 | \$ 94.09 | \$98.79 |
| Project Scientist 1 | \$ 75.27 | \$ 79.03 | \$82.98 |
| GIS Analyst | \$ 82.44 | \$ 86.56 | \$90.89 |
| GIS Technician | \$ 68.10 | \$ 71.51 | \$75.08 |
| Project Manager 2 | \$ 161.29 | \$ 169.36 | \$177.83 |
| Project Manager 1 | \$ 107.53 | \$ 112.90 | \$118.55 |
| Project Administrator | \$ 64.51 | \$ 67.74 | \$71.13 |
| Operations Manager | \$ 161.29 | \$ 169.36 | \$177.83 |
| Operations Supervisor 2 | \$ 132.61 | \$ 139.25 | \$146.21 |
| Operations Supervisor 1 | \$ 96.77 | \$ 101.61 | \$106.69 |
| Technician 3 | \$ 89.61 | \$ 94.09 | \$98.79 |
| Technician 2 | \$ 78.85 | \$ 82.80 | \$86.94 |
| Technician 1 | \$ 68.10 | \$ 71.51 | \$75.08 |
| Technical Editor 2 | \$ 100.36 | \$ 105.38 | \$110.64 |
| Technical Editor 1 | \$ 71.69 | \$ 75.27 | \$79.04 |
| Graphic Illustrator | \$ 93.19 | \$ 97.85 | \$102.75 |
| Document Processor | \$ 68.10 | \$ 71.51 | \$75.08 |
| Clerical | \$ 43.01 | \$ 45.16 | \$47.42 |

* Applies any time a full day or more of field work is performed over 50 miles from the office.

Field Equipment and Supplies:

CSA field equipment is billed on a time-rate basis according to CSA's Field Equipment Rate Schedule. Job supplies are billed on a rate per unit basis according to CSA's Job Supply Rate Schedule (1-3).

Computer Time:

A charge of \$10.00 per hour is charged for time used by technical personnel for GIS and CAD systems.

Travel and Per Diem:

Billed at cost plus 0%.

Subcontracts and Consultants:

Billed at cost plus 0%.

Other Expendable Supplies, Materials, and Services:

Billed at cost plus 0%.

Notes: Rate Schedules are subject to revision on each year on 1 January.

Prices are firm only when signed by an authorized company representative or when taken from current Rate Schedules.

Corporate Headquarters

8502 SW Kansas Avenue, Stuart, Florida 34997

Tel: (772) 219-3000; Fax: (772) 219-3010

e-mail: csa@conshelf.com

web: www.csaintl.com

1-1a (1/1/08)

Honeymoon Island Sand Search
 Prepared for: Humiston Moore Engineers
 SDI P.N. 07-1205
 June 3, 2008

Sea Diversified, Inc.
 Proposed 2008 Rate Schedule

| Description | Direct Labor Rate / Hr | Fringe 17% Rate / Hr | OH 151% Rate / Hr | Labor + Fringe & OH 168% Rate / Hr | Operating Margin 10% Rate / Hr | Burdened Labor (2.96 Multiplier) Rate / Hr | Specialized Equipment Rate / Hr | Total Labor + Equipment Rate / Hr | Proposed Billing Rate Rate / Hr |
|----------------------------------|------------------------|----------------------|-------------------|------------------------------------|--------------------------------|--|---------------------------------|-----------------------------------|---------------------------------|
| 2-Person Topographic Survey Crew | \$39.00 | \$6.63 | \$58.89 | \$104.52 | \$10.45 | \$114.97 | \$0.00 | \$114.97 | \$115.00 |
| 3-Person Topographic Survey Crew | \$53.00 | \$9.01 | \$80.03 | \$142.04 | \$14.20 | \$156.24 | \$0.00 | \$156.24 | \$155.00 |
| 2-Person Hydro Survey Crew | \$41.00 | \$6.97 | \$61.91 | \$109.88 | \$10.99 | \$120.87 | \$85.00 | \$205.87 | \$205.00 |
| 3-Person Hydro Survey Crew | \$56.00 | \$9.52 | \$84.56 | \$150.08 | \$15.01 | \$165.09 | \$85.00 | \$250.09 | \$250.00 |
| 3-Person Hydro / Dive Crew | \$61.00 | \$10.37 | \$92.11 | \$163.48 | \$16.35 | \$179.83 | \$130.00 | \$309.83 | \$310.00 |
| 2-Person GPS Survey Crew | \$39.00 | \$6.63 | \$58.89 | \$104.52 | \$10.45 | \$114.97 | \$45.00 | \$159.97 | \$160.00 |
| 3-Person GPS Survey Crew | \$54.50 | \$9.27 | \$82.30 | \$146.06 | \$14.61 | \$160.67 | \$55.00 | \$215.67 | \$215.00 |
| 4-Person GPS Survey Crew | \$69.50 | \$11.82 | \$104.95 | \$186.26 | \$18.63 | \$204.89 | \$65.00 | \$269.89 | \$270.00 |
| Computer / CADD Operator | \$30.60 | \$5.19 | \$46.06 | \$81.74 | \$8.17 | \$89.91 | \$0.00 | \$89.91 | \$90.00 |
| Survey Support | \$20.00 | \$3.40 | \$30.20 | \$53.60 | \$5.36 | \$58.96 | \$0.00 | \$58.96 | \$60.00 |
| Professional Surveyor & Mapper | \$40.63 | \$6.91 | \$61.35 | \$108.89 | \$10.89 | \$119.78 | \$0.00 | \$119.78 | \$120.00 |
| Professional Engineer | \$42.30 | \$7.19 | \$63.87 | \$113.36 | \$11.34 | \$124.70 | \$0.00 | \$124.70 | \$125.00 |
| Project Manager | \$50.50 | \$8.59 | \$76.26 | \$135.34 | \$13.53 | \$148.87 | \$0.00 | \$148.87 | \$150.00 |
| Principal | \$56.00 | \$9.52 | \$84.56 | \$150.08 | \$15.01 | \$165.09 | \$0.00 | \$165.09 | \$165.00 |
| Administrative Support | \$25.50 | \$4.34 | \$38.51 | \$68.34 | \$6.83 | \$75.17 | \$0.00 | \$75.17 | \$75.00 |
| Equipment (Additional) | | | | | | | | | |
| Survey Launch I | \$300.00 | Per day | | | | | | | |
| Survey Launch II | \$450.00 | Per day | | | | | | | |
| Survey Truck | \$75.00 | Per day | | | | | | | |
| Side Scan Sonar System | \$750.00 | Per day | | | | | | | |
| Sub-Bottom Profile System | \$760.00 | Per day | | | | | | | |
| Magnetometer System | \$350.00 | Per day | | | | | | | |

1. Topographic crew rates include (1) party chief, (1) instrument person, survey helper(s), conventional survey equipment and vehicle.
2. Hydrographic crew rates include (1) party chief, (1) instrument person / vessel operator, survey helper(s), 23' survey launch w/ fuel, automated hydrographic data acquisition system and vehicle.
3. Dive crew rate includes (1) dive supervisor, (2) divers, 23' launch w/ fuel, scuba equipment and vehicle. Dive crew rate applies to shallow water dive operations (maximum 60' water depth) for general underwater ground/truthing, bottom studies or inspection / observations. Heavy commercial dive operations are not applicable.
4. GPS crew rates include (1) party chief, (1) instrument person, survey helper(s), high order GPS equipment (Trimble or equivalent) and vehicle.
5. Side Scan Sonar, Sub-Bottom Profile and Magnetometer System rates are without operator and are based on shallow water operations (water depths less than 100 feet).