

**DEP AGREEMENT No. DC839
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AMENDMENT 13**

THIS AGREEMENT was entered into on the 5th day of August, 2008 and subsequently amended by Amendment #1 through Amendment #12, incorporated herein by reference, by and between the Florida Department of Environmental Protection with headquarters at 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, a state agency (“Department”), the Pinellas County Board of County Commissioners, 315 Court Street, Clearwater, Florida 33756, a Florida local governmental entity (“County”), and Humiston & Moore Engineers, P.A., with headquarters at 5679 Strand Court, Naples, Florida 34110, a Florida Profit Corporation (“Consultant”).

RECITALS

WHEREAS, the Consultant was awarded an Agreement to provide Coastal Engineering services for the Honeymoon Island State Park Beach Stabilization and Re-nourishment Project (“Project”) which includes performance duties for Post-Construction Monitoring for Phase II of the Project. The previous Agreement Amendments, the Request for Statement of Qualifications No. RFSOQBDC 02 06/07, and the Consultant’s responses thereto are incorporated herein by reference.

WHEREAS, the Phase II Post-Construction monitoring requirements as mandated by the U.S. Army Corps of Engineers (“Corps”) and the Department’s Consolidated Joint Coastal Permit (“JCP”) will date beyond the current Agreement renewal end date of August 4, 2018. Therefore, this Agreement requires a series of six-month extensions pursuant to §287.057(12), due to events beyond the control of the Consultant.

NOW, THEREFORE, this Agreement is hereby amended as follows:

1. This Agreement is hereby extended from February 5, 2021 to August 4, 2021, pursuant to §287.057(12), due to weather events of the 2020 hurricane season, specifically the effects of Eta which shall be included in the report. The events are beyond the control of the Consultant. This final 6-month extension will allow completion of the required reporting at sixty (60) months, for Phase II Post Construction Monitoring, as more fully described within the Corps and JCP permits, and the Consultant’s Physical Monitoring Plan updated April 9, 2015; DEP File 0249602-006-JC, approved by both the Department and the County, each incorporated herein by reference.
2. The Statement of Work is amended to include Attachment A-13, a letter from the Consultant, and the Statement of Work, attached hereto and incorporated herein, which details the final required reporting at sixty (60) months, to complete the Phase II Post Construction Monitoring.
3. The maximum total fixed price the Consultant shall be paid per the Agreement remains the same as indicated in Paragraph (3.) of Amendment 12, \$1,374,631.24. The Department’s obligation of \$70,250.00 remains unchanged and was met in 2009.
4. It is acknowledged and accepted by all parties that in each and every respect the terms of this Agreement, and as amended hereby, shall remain unchanged and in full force and effect, and the same are hereby ratified, approved and confirmed, by the Department, the County and the Consultant as of the date of this Amendment.
5. It is acknowledged and accepted by all parties that this Amendment is binding upon the Department, County and Consultant, and their successors and assigns.

The parties have caused this Amendment to be duly executed the day and year last written below.

FOR THE CONSULTANT

FOR THE DEPARTMENT


Principal, or Designee, Humiston & Moore Engineers

Signature of the Secretary, or Designee
Department of Environmental Protection

Brett D. Moore, P.E., D.CE.

Print Name, if not printed in the Electronic Signature

Print Name, if not printed in the Electronic Signature

President, Humiston & Moore Engineers

Bureau Chief, Bureau of Natural and Cultural Resources

Title

Title

January 29, 2021

February 5, 2021

Print Date, if not shown in the Electronic Signature

Print Date, if not shown in the Electronic Signature

65-0262357

APPROVED AS TO FORM AND LEGALITY

FEI Number

FOR THE COUNTY


Department Attorney


Pinellas County Administrator, or Designee

Joe Lauro

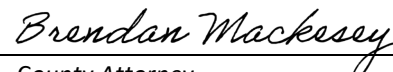
Print Name, if not printed in the Electronic Signature

Director of Administrative Services

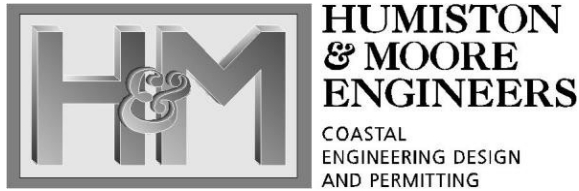
APPROVED AS TO FORM AND LEGALITY

Print Title, if not the Pinellas County Administrator

2-3-2021


County Attorney

Print Date, if not shown in the Electronic Signature



January 5, 2021

Marshall Flake
DEP Bureau of Natural and Cultural Resources
3800 Commonwealth Blvd. MS 530
Tallahassee, FL 32399

REF: DC839 Amendment 13

Dear Marshall:

For your review, attached is our proposal and man-hour documentation for the continued monitoring of the Honeymoon Island Beach Restoration project detailed in the tasks identified below:

- 60 Month Monitoring

The following excerpt from the DEP Approved Physical Monitoring Plan is provided to serve as the Statement of Work. The entire plan is included as Exhibit A-12:

Monitoring Schedule

Beach Profiles: The beach and nearshore profiles shall be collected not more than 60 days after fill placement. Surveys shall be taken 12, 24, 36, and 60 months after the post construction survey, in the late summer or early fall months, and then biennially thereafter until the next beach nourishment event or until the expiration of the project design life, which is five (5) years. Since the post construction survey falls within four (4) months of the 1st annual survey, the 6-month survey is not required.

Ebb Shoal Profiles: Borrow area surveys shall be collected not more than 90 days prior to and less than 60 days after completion of dredging and then surveys shall be collected at 12, 36 and 60 months to coincide with beach and offshore profiles and remain on 2-year intervals.

Aerial Photography

Oblique Aerial photography similar to that taken and included in the monitoring reports for Phase I shall be taken at the time of monitoring survey to satisfy the BBCS Monitoring Standards for Beach Erosion Control Projects, Section 02000 – Aerial Photography Acquisition.

ATTACHMENT A-13

The post construction aerial will be a rectified aerial, whereas the remaining aerials will consist of oblique aerials which may be supplemented with rectified aerials once available to the County.

Monitoring Survey Schedule*

MONITORING SURVEY	TIME	BEACH	BORROW	AERIAL
Post Construction	60 days	X	X	Rectified
1 st	12 mon.	X	X	Oblique
2 nd	24 mon.	X		Oblique
3 rd	36 mon.	X	X	Oblique
4 th	60 mon.	X	X	Oblique

Reporting

Monitoring reports shall be provided within 90 days of each annual and post-construction survey, summarizing the project construction and post-construction history, documenting and analyzing shoreline position and volumetric changes in the area monitored. In addition, the report will include a comparative review of project performance to expected performance, verification of analyses conducted in the development of the design of the project, and identification of any adverse impacts attributable to the project.

We look forward to your review and approval of the attached Proposal Summary and deliverables.

Sincerely,

HUMISTON & MOORE ENGINEERS



Brett D. Moore, P.E.
President

**ATTACHMENT A-13
STATEMENT OF WORK
Humiston & Moore Engineers, DC839 Amendment 12
Honeymoon Island State Park, 60 Month Monitoring**

Subtask 1a - 60 Month Post Construction Monitoring Survey

Description:	60-Month Monitoring Survey
Deliverables:	CD or DVD containing the 36 month borrow area, beach and T-groin profiles survey data in Department format
Performance Measures:	Deliverables will be reviewed by the Department to confirm they are complete, accurate and timely.

Subtask 1a - 60 Month Post Construction Survey				
Firm Name	Position Description	Hourly Rate	Hours	Fixed Price
Sea Diversified	3-Person Hydro Survey Crew	\$165.00	50	\$8,250.00
Sea Diversified	2-Person GPS Survey Crew	\$160.00	56	\$8,960.00
Sea Diversified	Computer / CADD	\$90.00	24	\$2,160.00
Sea Diversified	Survey Technician	\$90.00	16	\$1,440.00
Sea Diversified	Professional Surveyor & Mapper	\$130.00	16	\$2,080.00
Sea Diversified	Project Manager	\$150.00	4	\$600.00
Sea Diversified	Hydrographic Survey System	680/Day	7 Days	\$4,760.00
Humiston & Moore	Project Manager, Prof. Engineer	\$206.00	2	\$412.00
Humiston & Moore	Senior Engineer	\$172.00	1	\$172.00
Humiston & Moore	Engineer III	\$123.00	8	\$984.00
Humiston & Moore	Engineer II	\$96.00	12	\$1,152.00
Humiston & Moore	AutoCAD Technician II	\$85.00	4	\$340.00
Subtask 1a Total:				\$31,310.00

Subtask 1b - 60 Month Post Construction Monitoring Oblique Aerials

Description:	60-Month Monitoring Oblique aerials
Deliverables:	Aerials provided in .jpg format, (minimum 3- 8" x 10" color photos)
Performance Measures:	Deliverables will be reviewed by the Department to confirm they are complete, accurate and timely.

Subtask 1b - 60 Month Oblique Aerial				
Firm Name	Position Description	Hourly Rate	Hours	Fixed Price
Humiston & Moore	Project Manager, Prof. Engineer	\$206.00	1	\$206.00
Humiston & Moore	Engineer III	\$123.00	3	\$369.00
Aerial Innovations	Fee for aerial event	\$500.00	1	\$500.00
Subtask 1b Total:				\$1,075.00

ATTACHMENT A-13

Subtask 1c - 60 Month Post Construction Monitoring Report

Description:	36-Month Monitoring Survey
Deliverables:	CD or DVD containing the 60 month monitoring analysis and report
Performance Measures:	Deliverables will be reviewed by the Department to confirm they are complete, accurate and timely.

Subtask 1c - 60 Month Analysis & Report with DEP/USACE Documentation

Firm Name	Position Description	Hourly Rate	Hours	Fixed Price
Humiston & Moore	Project Manager, Prof. Engineer	\$206.00	24	\$4,944.00
Humiston & Moore	Senior Engineer	\$172.00	12	\$2,064.00
Humiston & Moore	Engineer III	\$123.00	30	\$3,690.00
Humiston & Moore	Engineer II	\$96.00	40	\$3,840.00
Humiston & Moore	Engineer I	\$94.00	100	\$9,400.00
Humiston & Moore	AutoCAD Technician II	\$85.00	60	\$5,100.00
Humiston & Moore	AutoCAD/Science Tech	\$81.00	16	\$1,296.00
Subtask 1c Total:				\$30,334.00
Subtask 1 Total Fixed Price:				\$62,719.00

Subtask 1 Schedule:

Activity	Duration (Calendar Days)
Subtask 1a - 60 Month Post Construction Survey	10 days
Subtask 1b - 60 Month Oblique Aerial	10 days
Subtask 1c - 60 Month Analysis & Report with DEP/USACE Documentation	90 days

Project Schedule:

Activity	Duration (Calendar Days)
Subtask 1a - 60 Month Post Construction Survey	60-month survey complete August 2020
Subtask 1b - 60 Month Oblique Aerial	Aerials will be provided at time of survey
Subtask 1c - 60 Month Analysis & Report with DEP/USACE Documentation	Completed within 90 days of survey completion, November 2020

Summary of Fees:

Subtasks 1a,1b & 1c	Fixed Price
Subtask 1a - 60 Month Post Construction Survey	\$31,310.00
Subtask 1b - 60 Month Oblique Aerial	\$1,075.00
Subtask 1c - 60 Month Analysis & Report with DEP/USACE Documentation	\$30,334.00
Total Fixed Price:	\$62,719.00
Reimbursables Total Price:	\$0.00
60 Month Post Construction Monitoring Report - Total Fixed Price:	\$62,719.00