

No. 23  
BCC 2-3-09  
9:30 A.M. Schmidt/PENHALE

#23 Amendment No. 1 to State of Florida Department of Environmental Protection DEP Contract No. DC839 with Humiston & Moore Engineers, P.A. for professional services for the Honeymoon Island Beach Restoration Project for a total amount of \$732,910.00 approved (Companion Items Nos. 22 and 24) (Environmental Management).

Motion - Commissioner Bostock  
Second - Commissioner Brickfield  
Vote - 7 - 0



**BOARD OF COUNTY COMMISSIONERS**

DATE: February 3, 2009  
AGENDA ITEM NO. 23.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

**Subject:**

Approval of Amendment No. 1 to the Florida Department of Environmental Protection (FDEP) Contract No. DC839 for Professional Services with Humiston & Moore Engineers for the Honeymoon Island Beach Restoration project.

**Department:**

Environmental Management

**Staff Member Responsible:**

William M. Davis, Director

**Recommended Action:**

I RECOMMEND THE BOARD APPROVE AMENDMENT NO. 1 TO THE FDEP CONTRACT FOR PROFESSIONAL SERVICES FOR THE HONEYMOON ISLAND BEACH RESTORATION.

**Summary Explanation/Background:**

Amendment No. 1 to FDEP Contract No. DC839 (Attachment No. 2) for Professional Services with Humiston & Moore Engineers is one of three agreements that transfers administration of the Honeymoon Island Beach Restoration Project from the FDEP to the County.

Historically, Pinellas County has served as the "local sponsor" for the Honeymoon Island Beach Restoration Project for several reasons. Honeymoon Island has the highest attendance of all state parks and it is an important recreational asset to the residents and visitors of Pinellas County. Portions of the park's beach are also some of the most critically eroded shorelines in the county. Unfortunately, the state budget often falls short in providing the necessary coastal management resources to the park. As a result, the County has historically partially-administered (without a formal agreement) and partially-funded (25% partner with formal agreement) the beach erosion control project for Honeymoon Island. This is an authorized use of tourist development revenues per Section 118-32 of the Pinellas County Code. On a rare occasion when surplus funding is available, the state funds 100% of the project costs.

State funding for beach projects is projected to decrease significantly during the next several years. The legislature has stated that beach projects within the FDEP DRP will not be funded unless the project has a local sponsor. To address this budget issue, DRP has requested that the County formalize our long-standing position of local sponsor and assume administration of the on-going beach project. This requires three agreements:

- 1) Memorandum of Agreement DRP PI01 – The "master" agreement that details the transfer of project administration from State to County.
- 2) This Amendment No. 1 to FDEP Contract No. DC839 with Humiston & Moore Engineers (H&M) - A reciprocity agreement whereby the County assumes the contract administration responsibilities detailed in the original agreement. The County was not a party to the original Agreement; however, Coastal Management worked closely with H&M during Phase I of this project. The original contract was procured through the Consultants Competitive Negotiations Act. The County's standard contract language has been added to the amendment, which FDEP and H&M have executed.
- 3) Amendment No. 5 to FDEP Contract No. 01PI1 - A standard amendment to the state funding agreement

between the County and the State. It provides reimbursement of the 75% state share to the County to administer #2 above.

**Fiscal Impact/Cost/Revenue Summary:**

There is essentially no fiscal impact to these three agreements because the County would have otherwise contributed 25% to the project. The agreements simply formalize project administration, which will be provided through in-kind services by Coastal Management.

The Honeymoon Island Beach Restoration will be cost shared 75% State and 25% County. The total cost to Pinellas County of #2 above is \$732,910 over three years, of which 75% will be reimbursed by the state through Amendment No. 5 to the grant agreement (#3 above).

FDEP Contract No. 01PI1 is a reimbursable contract. No PFO is attached because this project will require an FY09 budget supplement. Funds for this supplement are available from tourist development tax funds dedicated to beach improvements. The project is funded as follows:

State:	\$ 549,682.50
County:	\$ 183,227.50
TOTAL:	\$ 732,910.00

**Exhibits/Attachments Attached:**

1. Contract Review Transmittal Slip
2. Amendment No. 1 to FDEP Contract No. DC839



**CONTRACT REVIEW TRANSMITTAL SLIP**

**PROJECT:** Amendment No. 1 to FDEP Division of Recreation and Parks Contract No. DC839 for Professional Services with Humiston & Moore Engineers

BID / CONTRACT NO.: \_\_\_\_\_ ESTIMATED EXPENDITURE / REVENUE: \$732,910  
 (Circle appropriate choice above.) (Circle appropriate choice above.)

Upon completion of your review, please complete the Contract Review Transmittal Slip below and **forward to the next Review Authority on the list, skipping any authority marked "N/A."**

OTHER SPECIFICS RELATING TO THE CONTRACT: This Amendment is one of three agreements that transfer administration of the Honeymoon Island Beach Restoration project from the FDEP Division of Recreation & Parks to the County. This three-way amendment transfers administration of the CCNA-compliant professional services agreement to the County. A separate agreement with FDEP Bureau of Beaches & Coastal Systems reimburses the County for 75% of the project cost.

REVIEW SEQUENCE	DATE	SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED AND INCORPORATED (ORIGINATOR'S INITIALS & DATE)
Nicole A. Elko DEM, Coastal	10/27/08	<i>[Signature]</i>		<i>[Initials]</i> 10/10/08
Jackie Trainer DEM	10/28/08	<i>[Signature]</i>		<i>[Initials]</i> 12/10/08
Will Davis DEM, Director	11/3/08	<i>[Signature]</i>		<i>[Initials]</i> 12/10/08
Loretta Hunter Risk	11/6/08	<i>[Signature]</i>		<i>[Initials]</i> 12/10/08
Casandra Williams Finance	11/18/08	<i>[Signature]</i>		<i>[Initials]</i> 12/10/08
Joe Lauro Purchasing	11/24/08	<i>[Signature]</i>	If the FDEP has "assigned this contract to the county, how can the FDEP cancel without cause with 30 days notice as termination	<i>[Initials]</i> 12/10/08
Jerry Herron OMB	11/25/08	<i>[Signature]</i>		<i>[Initials]</i> 12/10/08
Elizabeth Warren County Admin	12/1/08	<i>[Signature]</i>	pg 4 of 4 see edit.	<i>[Initials]</i> 12/10/08
Jewel Cole Legal	12/3/08	<i>[Signature]</i>	Comments throughout & see attached memo	<i>[Initials]</i> 12/10/08

Please return to Nicole Elko, DEM Coastal via interoffice mail. All inquires should be made to Nicole at ext. 43774. Thank you.

DEP CONTRACT No. DC839  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AMENDMENT No. 01

THIS AGREEMENT was entered into on the 5<sup>th</sup> day of August 2008, by and between the Department of Environmental Protection with headquarters at 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, a state agency ("Department"), and Humiston & Moore Engineers, P.A., with headquarters at, 5679 Strand Court, Naples, Florida 34110, a Florida corporation ("Consultant").

WHEREAS THE Department selected the Consultant to provide professional engineering services according to the Consultants Competitive Negotiations Act, Chapter 287.055 Florida Statutes. The Request for Statement of Qualifications No. RFSOQBDC 02 06/07 and the Consultant's response are included herein by reference: and

WHEREAS THE Board of County Commissioners of Pinellas County, a political subdivision of the state of Florida, ("County"), is willing to accept the role of Local Sponsor for the Project, and the Department is willing to transfer the contract administration responsibility for a portion of the contract to the County: and

WHEREAS THE Consultant has revised the cost for Phase I of the Honeymoon Island Project Task I.1e. from \$16,350.00 to \$10,350.00: and

WHEREAS THE 12-, 24-, and 36-month monitoring (Task I.3, I.4, and I.5) have been added to the contract cost:

NOW, THEREFORE, in consideration of the mutual covenants herein contained. The Department, County, and Consultant agree as follows:

1. The Department does hereby assign, and the Board of County Commissioners of Pinellas County, Department of Environmental Management, 512 South Ft. Harrison Ave., Clearwater, Florida 33756, a political subdivision of the state of Florida, does accept, all the rights, duties and responsibilities of contract "Administrator" for Contract DC839, except for Tasks I.1 and I.2 of Attachment B of the original Contract, which shall continue with the Department as contract "Administrator". All references to the "Department" within Contract DC839 (the "original contract") shall be changed to "Administrator" to reflect this change and all such references shall be deemed to mean and include the County, unless otherwise specified herein.
2. Contract DC839 shall now be a three party contract between the Department, County and Consultant, and shall require signatures from all three entities for this, and all subsequent amendments, unless otherwise provided by amendment. All project design changes, notices, and other future activities shall be directed to the Department's Coastal Engineer and the County's Coastal Coordinator for written concurrence, appropriate action, or disposition.



3. The total contract price, cited on Page 1 of 12 of the original contract, shall be increased from \$620,260.00 to \$803,160.00. The Department shall provide \$70,250.00, and the County shall provide \$732,910.00. And the Cost Sheets, Page 1, 2 and 3 of DC839 Amendment #01 Attachment A, shall replace Pages 9 and 10, and add page 11 to Attachment B of the original contract.
4. Paragraph 1.5, Page 2 of 12 of the original contract shall be amended to read: The Consultant shall save and hold harmless and indemnify the County, 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, claims, damages, penalties, demands, judgments, actions, proceedings, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, whether resulting from any claimed breach of this Agreement by the Consultant or from personal injury, property damage, direct or consequential damages, or economic loss, 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.
5. Paragraph 4.4, Page 4 of 12 shall not apply to invoices submitted to the County.
6. Paragraph 4.7, Page 4 of 12 shall be amended to include the County. As to the County, its performance and obligation to pay should be contingent upon an annual appropriation by the Board of County Commissioners and the Legislature.
7. Add Paragraph 4.10, Page 5 of 12 as follows: When authorized in writing by the County, the Consultant shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the project scope. The County agrees to pay the Consultant a negotiated fee based on the assignment, up to a maximum amount not to exceed \$50,000 for all assignments performed. This paragraph does not apply to Tasks for which the Department serves as Administrator.
8. Paragraph 10.3, Page 8 of 12 shall be amended to require that the Pinellas County Board of County Commissioners be endorsed to the required insurance policies as an additional insured, exclusive of Professional Liability and Workers Compensation.
9. Paragraph 10.7, Page 9 of 12 shall be amended to require that each policy require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the County and the Department by certified mail. The Consultant shall also notify the County and the Department within 24 hours after receipt of any changes in coverage. Companies issuing the insurance policy shall have no recourse against the County and the Department for payment of premiums or assessments for any deductibles, which are the sole responsibility of the Consultant. The Consultant also waives subrogation rights for loss or damage against the County and the Department.
10. Paragraph 13.6, Page 10 of 12 shall be amended to change the venue to Pinellas County.

11. Paragraph 6.2, Page 6 of 12 of the original contract shall be amended to correct the spelling of Brett Moore's first name and to include the designated representative for the County:

Nicole A. Elko, Ph.D.  
Coastal Coordinator  
Pinellas County Dept. of Environmental Management  
512 South Ft. Harrison Avenue  
Clearwater, Florida 33756

And the first sentence of Paragraph 6.5 Page 6 of 12 shall be amended to include Nicole A. Elko as the County's Project Manager, or her successor, Phone (727) 464-3774 and to correct the spelling of Brett Moore's first name.

12. Attachments.

Attachment A is included as part of this Amendment, as provided for in paragraph 3 above.

Page 1 - 3: Project Cost Sheets 3 pages

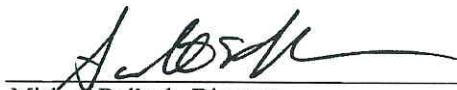
IN ALL OTHER RESPECTS, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

FOR THE DEPARTMENT



Authorized Person

Michael Bullock, Director  
Florida Division of Recreation and Parks  
Or his Designee

Brett D. Moore, P. E.

1-5-09

Print Name

Date

Vice President

Title

1-9-09

APPROVED AS TO FORM

Date

65-0262357



FEID Number

Department Attorney

FOR THE COUNTY



Pinellas County Board of County Commissioners  
Calvin D. Harris  
County Commission Chairman

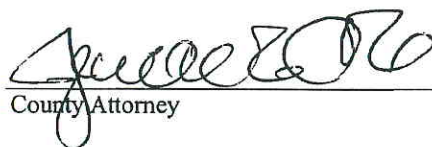
February 3, 2009

Date

ATTEST: KEN BURKE, CLERK

APPROVED AS TO FORM

By   
Deputy Clerk



County Clerk

County Attorney



Attachment A  
Cost Sheets

**Department Administered Task Cost**

<b>Task I</b>	<b>Physical Monitoring</b>	I.1 Phase I Monitoring – Post Construction I.2 Phase I Monitoring - 6-Month Post Construction	
<b>I.1a</b>	<b>Basic Services - Surveys (beach and ebb shoal)</b>	30-90 days post construction*already under contract	0.00
<b>I.1b</b>	Aerial photography (based on aerial from county)		495.00
<b>I.1c</b>	Hydraulic monitoring (tides and currents)		12,440.00
<b>I.1d</b>	Shorebird Monitoring - Coordinate with Park Service		510.00
<b>I.1e</b>	Analysis (No Report)		<u>10,350.00</u>
		Subtotal:	<u>23,795.00</u>
<b>I.2a</b>	<b>Basic Services - Surveys (beach only - no ebb shoal) QC-surveyor</b>	6- months post construction	19,695.00
<b>I.2b</b>	Analysis and Report		<u>26,760.00</u>
		Subtotal:	<u>46,455.00</u>
		<b>Total Tasks I.1 &amp; I.2</b>	<b><u>70,250.00</u></b>

Attachment A  
Cost Sheets

**County Administered Task Cost**

<b>Task I</b>	<b>Physical Monitoring</b>	I.3 Phase I Monitoring - 12-Months Post Construction I.4 Phase I Monitoring - 24-Months Post Construction I.5 Phase I Monitoring - 36-Months Post Construction	
<b>I.3a</b>	<b>Basic Services - Surveys (beach only - no ebb shoal) QC-surveyor</b>	12 months post construction	19,695.00
I.3b	Aerial photography (based on aerial from county)		495.00
I.3c	Hydraulic monitoring (tides and currents)		12,440.00
I.3d	Shorebird Monitoring - Coordinate with Park Service		510.00
I.3e	Analysis and Report		<u>26,760.00</u>
		Subtotal:	<u>59,900.00</u>
<b>I.4a</b>	<b>Basic Services - Surveys (beach and ebb shoal) QC-surveyor</b>	24 months post construction	27,695.00
I.4b	Aerial photography (based on aerial from county)		495.00
I.4c	Hydraulic monitoring (tides and currents)		12,440.00
I.4d	Shorebird Monitoring - Coordinate with Park Service		510.00
I.4e	Analysis and Report		<u>27,960.00</u>
		Subtotal:	<u>69,100.00</u>
<b>I.5a</b>	<b>Basic Services - Surveys (beach only - no ebb shoal) QC-surveyor</b>	36 months post construction	19,695.00
I.5b	Aerial photography (based on aerial from county)		495.00
I.5c	Hydraulic monitoring (tides and currents)		12,440.00
I.5d	Shorebird Monitoring - Coordinate with Park Service		510.00
I.5e	Analysis and Report		<u>26,760.00</u>
		Subtotal:	59,900.00
		<b>Total Tasks I.3, I.4, &amp; I.5</b>	<b><u>\$188,900.00</u></b>

<b>Task II</b>	<b>Sand Search</b>	II.1 - Reconnaissance Level Borrow Site Investigation II.2 - Detailed Borrow Area Investigation II.3 Borrow Site Design	
II.1	<b>Basic Services - Surveys - bathymetric</b> , side scan subbottom survey and Jet probes (approx. 300 line miles of data) Sediment analysis (grain size, carbonate %...) This will involve analysis of 130 samples		\$105,900.00 \$9,750.00
II.1-D	Deliverable - Report		<u>\$35,720.00</u>
		<b>Subtotal for II.1</b>	<b><u>\$151,370.00</u></b>
II.2.1	<b>Basic Services - Vibracores</b> - General for 35 vibracores including mob/dem, analysis, standby... First level of vibracores for identifying initial borrow areas This will involve analysis of 140 samples		\$119,690.00
II.2.1-D	Deliverable - Report		<u>\$16,390.00</u>
		<b>Subtotal for II.2.1</b>	<b><u>\$136,080.00</u></b>
II.2.2	<b>Basic Services</b> - 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		\$47,500.00 \$130,740.00
II.2.2-D	Environmental mapping (12 line miles) Deliverable - Report		\$34,000.00 <u>\$22,000.00</u>
		<b>Subtotal for II.2.2</b>	<b><u>\$234,240.00</u></b>
II.3	Basic Services - Preliminary Plans for permitting of borrow areas Include overlay of core borings		<u>\$22,320.00</u>
		<b>Subtotal for II.3</b>	<b><u>\$22,320.00</u></b>
		<b>Total for Task II</b>	<b><u>\$544,010.00</u></b>
		<b>Total for Tasks I.3, I.4, I.5 &amp; Task II</b>	<b><u>\$732,910.00</u></b>