

**DEP AGREEMENT No. DC839  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AMENDMENT 8**

**THIS AGREEMENT** was entered into on the 5<sup>th</sup> day of August, 2008 and subsequently amended by Amendment #1 through Amendment #7 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 August 4, 2018 to February 4, 2019, pursuant to §287.057(12) due to events beyond the control of the Consultant to allow completion of the required reporting at thirty-six (36) 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 Scope of Work is amended to include Attachment A-8, Statement of Work, attached hereto and incorporated herein, which details the next required reporting at thirty-six (36) months, for Phase II Post Construction Monitoring.
3. The total fixed price the Consultant shall be paid per the Agreement is hereby increased by \$62,719.00 from \$1,249,193.24 to \$1,311,912.24. The County shall provide the \$62,719.00 for this increase.
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.

**STATEMENT OF WORK**

Humiston &amp; Moore Engineers DC839 Amendment 8

**Honeymoon Island State Park, 36 Month Monitoring****TASK - 36 Month Post Construction Monitoring Survey**

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

**TASK - 36 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	Prof. 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 P.E.	\$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
Task Total:				\$31,310.00

**TASK - 36 Month Post Construction Monitoring Oblique Aerials**

<b>Description:</b>	36-Month Monitoring Oblique aerials
<b>Deliverables</b>	Aerials provided in .jpg format, (minimum 3- 8" x 10" color photos)
<b>Performance Measures:</b>	Deliverables shall be reviewed by Department staff to confirm they are complete, accurate and timely.

**TASK - 36 Month Oblique Aerial**

Firm Name	Position Description	Hourly Rate	Hours	Fixed Price
Humiston & Moore	Project Manager P.E.	\$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
Task Total:				\$1,075.00

Attachment A-8

**TASK - 36 Month Post Construction Monitoring Report**

<b>Description:</b>	36-Month Monitoring Report
<b>Deliverables</b>	CD or DVD containing the 36 month monitoring analysis and report
<b>Performance Measures:</b>	Deliverables shall be reviewed by Department staff to confirm they are complete, accurate and timely.

**TASK - 36 Month Analysis & Report with DEP/USACE Documentation**

Firm Name	Position Description	Hourly Rate	Hours	Fixed Price
Humiston & Moore	Project Manager P.E.	\$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
<b>Task Total:</b>				<b>\$30,334.00</b>

**Summary of Fees:**

Task	Fixed Price	Reimbursable Price
Task- 36 Month Post Construction Survey	\$31,310.00	\$0.00
Task - 36 Month Oblique Aerial	\$1,075.00	\$0.00
Task - 36 Month Analysis & Report with DEP/USACE Documentation	\$30,334.00	\$0.00
<b>Total Fixed Price:</b>		<b>\$62,719.00</b>
<b>Total Reimbursable Price:</b>		<b>\$0.00</b>
<b>Total DC836 Amendment 8 Price:</b>		<b>\$62,719.00</b>

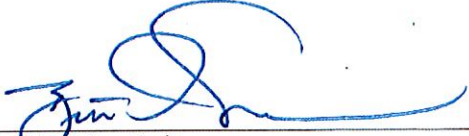
**Task Schedule:**

Activity	Not to Exceed Due Date
Task - 36 Month Post Construction Survey	4-Dec-18
Task - 36 Month Oblique Aerial	4-Dec-18
Task- 36 Month Analysis & Report with DEP/USACE Documentation	4-Dec-18

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

Signature of Secretary, or Designee  
Department of Environmental Protection

Brett D. Moore, P.E.

Parks Small

Print Name

Print Name

President

Assistant Director

Title

Title

6-1-18

7/30/18

Date

Date

650262357

FEID Number

FOR THE COUNTY

APPROVED AS TO FORM AND LEGALITY



5/25/2018

Pinellas County Administrator, or Designee

Department Attorney

Mark S. Woodard

Print Name

County Administrator

Title

APPROVED AS TO FORM AND LEGALITY

July 25, 2018

Date

Brandon Mackesey

County Attorney

**Attachments:**

Attachment A-8, Pages 1-2; Statement of Work