

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

AMENDMENT ~~8~~ 7

THIS AGREEMENT was entered into on the 5th day of August 2008, and amended by Amendment I on the 3rd day of February 2009, Amendment 2 on the 29th day of October 2009, Amendment 3 on the 8th day of August 2011, Amendment 4 on the 11th day of October 2012, Amendment 5 on the 29th day of July 2013 and Amendment 6 on the 13th day of February 2014, 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 corporation ("Consultant").

RECITALS

WHEREAS, the Consultant was selected to provide Professional Services (Coastal Engineering) according to the Consultants Competitive Negotiations Act, Chapter §287.055 Florida Statutes, for the Honeymoon Island Beach Restoration Project (Project). The Request for Statement of Qualifications No. RFSOQBDC 02 06/07 and the Consultant's response are included herein by reference.

WHEREAS, this Agreement was intended to be amended as the work progresses.

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

1. Tenn, Section 3.1 the renewal expiration date was erroneously stated in Amendment 5, as August 5, 2018. Term, Section 3.1 was amended in Amendment 5 to exercise the option of renewing the Agreement an additional five (5) years changing the completion date to, and hereby correctly stated as, August 4, 2018
2. The Scope of Work is amended to include Attachment A-7, Statement of Work, attached hereto and incorporated herein, which details Permit requirements and Post Construction monitoring to August 4, 2018.
3. The total contract amount is hereby reduced by \$239,013.76 from \$1,488,207.00 to \$1,249,193.24.

The Department's financial obligation of \$70,250.00 remains unchanged and was met in 2009 and is more particularly described within Amendment 2. The County's financial obligation to date is \$1,178,943.24.

5. It is understood by the Department, County, and Consultant that in each and every respect the terms of this Agreement, except as amended hereby, shall remain unchanged and in full force and effect, and the same are hereby ratified, approved and confirmed, by the Department, County and Consultant as of the date of this Amendment.
6. It is understood and agreed by the Department, County and Consultant that this Amendment is binding upon the Department, County and Consultant, and their successors and assigns.

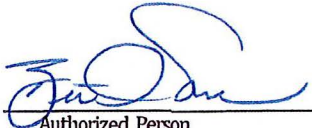
Attachments to this Amendment:

Attachment A-7, Pages 1-8: A 'Statement of Work'

Attachment B-7, Pages 1-4: Approval Authority for the County Administrator

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

FOR THE CONSULTANT


Authorized Person


Brett D. Moore, P.E.
Print Name

President
Title

6-10-2016
Date

65-0262351
FEID Number

FOR THE DEPARTMENT



Signature
Department of Environmental Protection
Division of Recreation and Parks (DRP)

Parks Small
Print Name

Bureau Chief
Title

7-13-16
Date

APPROVED AS TO FORM AND LEGALITY


Department Attorney

FOR THE COUNTY


Pinellas County Administrator, or Designee

Mark S. Woodard
Print Name

June 23, 2016
Date

APPROVED AS TO FORM AND LEGALITY

Brendan Mackesey
County Attorney

Attachment A-7
Statement of Work

Honeymoon Island Beach Restoration Project Phase II
Project Location: R7-R10.5 in Pinellas County, Florida
Contract Decrease \$239,013.76

TABLE 1				
TASK	Honeymoon Island Phase II	Contract Price	Actual Price	Change
2.0	Design and Permitting			
2.1	Phase II Design and Pennting	\$74,996.00	\$74,961.48	(\$34.52)
2.2	Tropical Stonn Debby	\$11,800.00	\$10,363.37	(\$1,436.63)
Total: Design and Permitting:		\$86,796.00	\$85,324.85	(\$1,471.15)
3.0	Construction Services			
3.1	Phase II Bid Services	\$15,270.00	\$12,383.13	(\$2,886.87)
3.2	Phase II Pre-Construction Engineering Services	\$64,540.00	\$63,937.76	(\$602.24)
3.3	Phase II T-Groin Construction Management	\$177,234.00	\$176,993.67	(\$240.33)
3.4	Phase II Beach Fill and Dredging Management Selvices	\$67,646.00	\$72,846.59	\$5,200.59
3.5	Post Constrction Monitoring	\$68,923.00	\$68,923.00	\$0.00
Total Construction Services:		\$393,613.00	\$395,084.15	\$1,471.15
4.0	Monitoring			
4.1	2012 Monitoling	\$43,131.00	\$43,131.00	\$0.00
4.2	12 Month Post Construction Monitoring	\$56,564.20	TBD	TBD
4.3	24 Month Post Construction Monitoring	\$50,956.04	TBD	TBD
Total Monitoring:		\$150,651.24	TBD	TBD
TOTAL:!		\$631,060.24	TBD	TBD

PERFORMANCE STANDARD:

All deliverables, reports and monitoring results under Amendment 7 shall be submitted to the County and Department for review and comment. When comments are received affirming that the deliverable is acceptable, payment shall be authorized.

Construction: *All Deliverables must meet acceptance standards of the County, building code inspectm Joint Coastal Pennit, or a combination of these, to assure all Project-related construction is completed to the desired specifications.*

ALL ASSIGNED WORK UNDER THIS AMENDMENT SHALL BE SUBJECT W FINANCIAL CONSEQUENCES:

No payment shall be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory, the Consultant shall re-perform the services needed/or submittal of a satisfactory deliverable, at no additional Price to the Department, within 15 consecutive days. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, at its sole discretion, terminate the Contract for failure to perform.

Attachment A-7
Statement of Work

2.0 DESIGN AND PERMITTING

Includes Professional Engineering Services required for design and obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

2.1 Design and Permitting of the Phase II Restoration

Design and Permitting shall include engineering analysis, numerical modeling and sediment budget updates, engineering plans, and specifications, permit drawings and permitting/ regulatory authorizations through receipt of Department action.

Geotechnical Report

Deliverable A: Geotechnical report from samples collected/analyzed at each T groin, (3)

Total Price: \$13,070.00, Budgeted: \$13,070.00 Net change: \$0.00

Due Date: July 31, 2017; task is 100% complete

Division of Water Resource Management ("Division") Requests for Additional Information Response

Deliverable B: Provide a copy of Final Construction Documents and approvals from the National Marine Fisheries Service ("NMFS") and U.S. Fish and Wildlife Service ("USFWS") for the Joint Coastal Permit ("JCP") application to be deemed complete and eligible for final processing.

Total Price: \$2,497.50, Budgeted: \$2,500.00 Net change: **-\$2.50**

Due Date: July 31, 2017; task is 100% complete

Federal Requests for Additional Information #1 Response

Deliverable C: Document transmission of the JCP application to the U.S. Army Corps of Engineers ("USACE"); memorandum summarizing coordination meeting with the USACE.

Total Price: \$5,134.58, Budgeted: \$5,140.00 Net change: **-\$5.42**

Due Date: July 31, 2017; task is 100% complete

Response to USACE Request for Additional Information #2

Deliverable D: Response to USACE Request for Additional Information #2.

Total Price: \$7,997.15, Budgeted: \$8,000.00 - Net change: **-\$2.85**

Due Date: July 31, 2017; task is 100% complete

Biological Opinion: Environmental Resource Review - USFWS

Deliverable E: Provide the USFWS with sufficient information for them to conduct their review and amend the existing (2005) Biological Opinion, or process a new Biological Opinion.

Total Price: \$5,997.50, Budgeted: \$6,000 - Net change: **-\$2.50**

Due Date: July 31, 2017; task is 100% complete

Biological Opinion Environmental Resource Review - NMFS

Deliverable F: Provide the NMFS with sufficient information for them to conduct their review and amend the existing Biological Opinion, or process a new Biological Opinion. Review draft approval documents, final approval from NMFS and provide a copy of approvals.

Total Price: \$5,978.75, Budgeted: \$6,000 - Net change: **-\$21.25**

Due Date: September 30, 2014; task is 100% complete

Attachment A-7
Statement of Work

Plans and Specifications

Deliverable G: Final construction plans, technical specifications, updated survey and bid schedule in sufficient detail for the County to prepare the bid package.

Total Price: \$23,546.00, Budgeted: \$23,546.00 - Net change: \$0.00

Due Date: September 30, 2014; task is 100% complete

Opinion of Probable Prices

Deliverable H: Completed opinion of probable Prices provided prior to receipt of bids.

Total Price: \$10,740.00, Budgeted: \$10,740.00 - Net change: \$0.00

Due Date: July 31, 2017; task is 100% complete

2.2 Tropical Storm Debby- Updated Design Work; previously approved funds

Tropical Storm Debby occurred in June 2012, and erosion caused by the storm resulted in the need for additional design and permitting coordination between state and federal agencies. The storm impacts caused the need for design amendments, plan updates and coordination between the County, the Division and the Florida Division of Recreation and Parks ("DRP"), (USACE), National Marine Fisheries (NMFS) and (Federal Emergency Management Administration (FEMA)).

Deliverable A: Proposed FEMA Worksheet, Department permit and NTP with updated design, NMFS updated consultation letter supporting the Project.

Total Price: \$10,363.37, Budgeted: \$11,800.00 **Net change: -\$1436.63**

Due Date: July 31, 2017; **task is 100% complete**

3.0 CONSTRUCTION

Shall include the work performed and Prices associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Eligible Prices may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the County, Department and Federal agencies.

3.1 Phase II Bid Services - Updated allocation of previously approved funds

Pre-Bid Conference

Attend a pre-bid conference with representatives from the County, Division and DRP. Respond to inquiries from potential bidders.

Deliverable A: Provide the County and Division with a memorandum documenting completion of the pre-bid conference along with a list of attendees.

Total Price: \$5,693.38, Budgeted: \$6,120.00 **Net change: -\$426.62**

Due Date: July 31, 2017; **task is 100% complete**

Addenda to Bid Package

Additional information will be provided to all prospective bidders to clarify bid documents requirements during the bid process.

Deliverable B: Addenda to bid documents with responses to requests for information from prospective bidders.

Total Price: \$5,206.43, Budgeted, \$7,320.00 **Net change: -\$2,113.57**

Due Date: July 31, 2017; **task is 100% complete**

Attachment A-7
Statement of Work

Qualification of Bidders Summary and Recommendation - Evaluate bidders' qualifications and contact references.

The Consultant will evaluate bidders' qualifications and contact references. A recommendation for bid award will be provided to the County.

Deliverable C: Memorandum with formal recommendation for the County and Division.

Total Price: \$1,483.32, Budgeted: \$1,830.00 **Net change: -\$346.68**

Due Date: July 31, 2017; **task is 100% complete**

3.2 Phase II Preconstruction Engineering

Preconstruction Survey (Beach Area and T-Groin Profiles Only)

Complete per Monitoring Plan and Division Condition #41, 90 days prior to construction. Monument profile (33) T-groin profiles (18). Conduct a pre-construction survey in accordance with the permit hydrographic monitoring program to allow for updating plan details for Contract Drawings.

Deliverable A: A letter summarizing the results of the survey including a plot of the profiles sent electronically with the data in Department format provided to the County and Division

Total Price: \$31,568.51, Budgeted: \$31,833.00 **Net change: -\$264.49**

Due Date: July 31, 2017; **task is 100% complete**

Updated T-Groin Construction Plans (Contract Drawings)

Update T-groin construction plans to indicate current grades and verification of rock quantities.

Deliverable B: One printed and one electronic copy of updated construction plans provided to the County and DRP, with one electronic copy to the Division.

Total Price: \$2,315.79, Budgeted: \$2,552.00 **Net change: -\$236.21**

Due Date: July 31, 2017; **task is 100% complete**

Borrow Area and Beach Fill Area Pre-Construction Survey

Construction beach profiles (35) Borrow Area sections (24) Construction Survey for calculation of quantities; borrow area included for quality control of pay quantities. Conduct survey in accordance with the Technical Specification and Monitoring Plan to indicate grades at T-groin locations and sand quantities available in Borrow area as quality control for pay quantities of contractor pay requests. Survey completed at 100-foot sections throughout the Project.

Deliverable C: An updated letter of the survey results provided from Deliverable A; to include a plot of the Borrow Area with the data in Department format provided to the Division. Letter and plots are to be submitted electronically.

Total Price: \$22,899.09, Budgeted: \$22,906.00 **Net change: -\$6.91**

Due Date: August 4, 2018; **task is 100% complete**

Update Beach Fill Construction Plans

Updated survey of the Borrow Area and Beach Area to indicate grades and quantity of sand available to Borrow Area to include the beach and updated fill sections on 100-foot stations throughout the Project. Data to provide quantities available in the borrow area and locations. Updates fill distribution on the beach as the basis for contractor pay quantities.

Deliverable D: One printed and one electronic copy of updated construction plans for Borrow Area and beach fill provided to the County and Division.

Total Price: \$4,634.63, Budgeted: \$4,637.00 **Net change: -\$2.37**

Due Date: August 4, 2018; **task is 100% complete**

Attachment A-7
Statement of Work

Mandatory Pre-Construction Conference:

Conduct mandatory pre-construction conference with the Contractor, County, Division and DRP and regulatory agency representatives. This includes notice of commencement and request for conference with state and federal agencies.

Deliverable E: Summary memorandum of conference as required by state and federal permits.

Total Price: \$2,519.74, Budgeted: \$2,612.00 **Net change: -\$92.26**

Due Date: July 31, 2017; **task is 100% complete**

3.3 Phase II T- Groin Construction Management

T-Groin Construction Management Services:

The Consultant will coordinate with the Contractor throughout the duration of the Project, including pay quantity reviews from mobilization through completion of the three T-Groins; bi-weekly and at times weekly meetings with the Contractor, County and DRP staff. The Consultant will be on site a minimum of once every ten days throughout construction. All QA/QC monitoring activity shall be conducted in accordance with section D of the QA/QC plan.

Deliverable A: The Project summary at the time of substantial completion of the construction of T-Groin #2.

Total Price: \$21,312.42, Budgeted: \$21,480.00 **Net change: -\$167.58**

Due Date: July 31, 2017; **task is 100% complete**

Deliverable B: The Project summary at substantial completion of the construction of T-Groin # 3.

Total Price: \$21,407.25, Budgeted: \$21,480.00 **Net change: -\$72.75**

Due Date: July 31, 2017; **task is 100% complete**

Deliverable C: The Project summary at substantial completion of the construction of T-Groin #4.

Total Price: \$21,480 (Budgeted: \$21,480.00 **Net change: \$0.00**)

Due Date: August 4, 2018

State and Federal Environmental Monitoring:

Shall consist of permit required monitoring, quality assurance/quality control (QA/QC) program implementation required by the Division, assessment of federal permit compliance requirements from the USFW and NMFS, rock quality review along with verification of grades for foundation materials, bedding layer and armor stone, and sheetpile alignment and elevation review along with tolerance assessment for T-Groin construction, and verification of positioning and installation of daymarks.

Deliverable D: Acceptance of T-Groin #2 through written notice of substantial completion to the Contractor, County, Division and DRP, written summary of QA/QC compliance and environmental turbidity monitoring reports, including a listing of final rock, sheetpile and geotextile material quantities within tolerances for pay quantity.

Total Price: \$37,598, Budgeted: \$37,598.00 **Net change: \$0.00**

Due Date: July 31, 2017; **task is 100% complete**

Deliverable E: Acceptance of T-Groin #3 through written notice of substantial completion to the Contractor, County, Division and DRP, written summary of QA/QC compliance and environmental turbidity monitoring reports, including a listing of final rock, sheetpile and geotextile material quantities within tolerances for pay quantity.

Total Price: \$37,598, Budgeted: \$37,598.00 **Net change: \$0.00**

Due Date: July 31, 2017; **task is 100% complete**

Attachment A-7
Statement of Work

Deliverable F: Acceptance of T-Groin #4 through written notice of substantial completion to the Contractor, County, Division and DRP, written summary of QNQC compliance and environmental turbidity monitoring reports, including a listing of final rock, sheetpile and geotextile material quantities within tolerances for pay quantity.

Total Price: \$37,598, Budgeted: \$37,598.00 Net change: \$0.00
Due Date: August 4, 2018

3.4 Phase II - Beach Fill and Dredging Management Services

Construction Management Services (Beach Fill/Dredging)

Construction management of the Project consisting of coordination with the Contractor throughout the duration of the Project. This also includes pay quantity reviews and verification, from mobilization through completion of the beach fill Project construction assumed to last 2 months. Bi-weekly and at times weekly meetings with the Consultant, Contractor, County and DRP staff, are anticipated throughout dredging and beach fill placement. The Consultant shall be on site a minimum of once every ten days throughout beach fill construction for construction management. All QNQC monitoring activity shall be conducted in accordance with section D of the QA/QC plan.

Deliverable A: A Project Summary by the Consultant at time of substantial completion of beach fill placement and dune construction.

Total Price: \$29,464.59, Budgeted: \$24,264.00 Net change: +\$5,200.59
Due Date: August 4, 2018

Construction Monitoring

Environmental monitoring, construction observation and QNQC verification and implementation for state and federal permit compliance, including sediment sampling, coordination analysis, site fill assessment relative to QA/QC for sand quality, verification of grades with tolerance assessment for beach fill and compensated slope adjustments for seaward portion of fill. Fill monitoring to include post fill compaction testing, sufficiency of parking lot removal, and transition of beach fill to dune construction.

Deliverable B: Acceptance of beach fill through written notice of substantial completion to the Contractor, County and Division, written summary of QA/QC compliance, dredging positioning and depth monitoring, and environmental turbidity monitoring reports, including a summary of beach fill placed within tolerances for pay quantity.

Total Price: \$43,382.00, Budgeted: \$43,382.00 Net change: \$0.00
Due Date: August 4, 2018

3.5 Post-Construction Monitoring

Post-Construction Survey and Report #1, Post-construction as required in the Physical Monitoring Plan and Division Condition #41.

Conduct a post construction survey and report in accordance with the Division's hydrographic monitoring program. Report to include comparison of pre and post construction conditions. Post construction report to include summary of turbidity and environmental monitoring through construction, QA/QC assurance conditions, results of sediment sampling and analysis. An update on the state and federal permit conditions will be included.

Deliverable A: Monitoring report and data in digital format to the County and Division.

Total Price: \$68,923, Budgeted: \$68,923.00 Net change: \$0.00
Due Date: August 4, 2018

Attachment A-7
Statement of Work

4.0 MONITORING

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the USACE. A monitoring plan must be submitted and approved in writing by the Division prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Division's Regional Coastal Monitoring Program.

4.1 2012 Monitoring

Deliverable A: CD or DVD containing the 2012 beach and nearshore profile survey data in department format

Total Price: \$19,695.00, Budgeted: \$19,695.00 Net change: \$0.00

Due Date: November 30, 2012; task is 100% complete

Deliverable B: Two hard copies and one electronic copy (DVD or CD) of the 2012 Monitoring Report

Total Price: \$22,940.00, Budgeted: \$22,940.00 Net change: \$0.00

Due Date: February 28, 2013; task is 100% complete

Deliverable C: Digital copy of rectified 2012 aerial

Total Price: \$496.00, Budgeted: \$496.00 Net change: \$0.00

Due Date: February 28, 2013; task is 100% complete

4.2 12-Month Monitoring (survey, aerial and report)

Deliverable A: CD or DVD containing the 12-month borrow area, beach and T-groin profiles survey data in Department format

Total Price: \$29,214.95, New Task from previously approved funds. Net change: \$0.00

Due Date: August 4, 2018

Deliverable B: Digital copy of the 12-month oblique aerial

Total Price: \$971.31, New Task from previously approved funds. Net change: \$0.00

Due Date: August 4, 2018

Deliverable C: One electronic copy (DVD or CD) of the 12-month monitoring report

Total Price: \$26,377.94, New Task from previously approved funds. Net change: \$0.00

Due Date: August 4, 2018

4.3 24-Month Monitoring (survey, aerial and report)

Deliverable A: CD or DVD containing the 24-month beach and T-groin profiles survey data in Department format

Total Price: \$24,444.19, New Task from previously approved funds. Net change: \$0.00

Due Date: August 4, 2018

Deliverable B: Digital copy of the 24-month oblique aerial

Total Price: \$971.31.00, New Task from previously approved funds. Net change: \$0.00

Due Date: August 4, 2018

Deliverable C: One electronic copy (DVD or CD) of the 24-month monitoring report

Total Price: \$25,540.54, New Task from previously approved funds. Net change: \$0.00

Due Date: August 4, 2018

DC839 Amendment 7, Price Schedule

(Prepared by Humiston & Moore Engineers: 10-1-2013/Updated 11/24/15)

PRIME

Task ID	Task ID	Task Description and Breakdown	Fee Schedule	Principal Engineer	Senior Engineer	Engineer III	Engineer II	Engineer I	Eng/Mdl Tech 2	Eng/Mdl Tech 1	AutoCAD II	AutoCAD I	Project Coordinator	Admin. Assistant	Monthly Observation LS T-Groins	Monthly Observation LS Beach	Total Labor Costs	Reimbursable Expenses*	Sub Consultants	Sub-Total task Budget	Previous Budget	Newly Allocated Funds (Previously Approved)	Total
				\$ 165.76	\$ 140.65	\$ 101.85	76	\$ 62.16	\$ 85.93	\$ 80.38	69.05	55.25	\$ 67.90	\$ 48.50	\$ 18,799.00	\$ 21,691.00							
2.1		Phase II Design and Permitting; completed work; previously approved funds																		\$ 74,961.48	\$ 74,996.00	\$ (34.52)	\$ 74,961.48
2.2	A	Tropical Storm Debby - Updated Design Work; previously approved funds		16	2	30	12	32			40			3			\$ 11,797.22	\$ 2.78		\$ 10,363.37	\$ 11,800.00	\$ (1,436.63)	\$ 10,363.37
3.1		PHASE II BID SERVICES																					\$ 85,324.85
	A	Pre-Bid Conference on Site															\$ 5,320.00	\$ 800.00		\$ 5,693.38	\$ 6,120.00	\$ (426.62)	
	B	Addenda to Bid Package															\$ 7,270.00	\$ 50.00		\$ 5,206.43	\$ 7,320.00	\$ (2,113.57)	
	C	Qualifications of Bidders Summary and Recommendation - Evaluate bidders' qualification and contact references															\$ 1,780.00	\$ 50.00		\$ 1,483.32	\$ 1,830.00	\$ (346.68)	\$ 12,383.13
3.2		PHASE II PRECONSTRUCTION ENGINEERING																					
	A	Pre-Construction Survey (Beach area and T-Groin Profiles Only)		3		11			4	0	4						\$ 2,237.55	\$ 548.35	\$ 29,047.10	\$ 31,568.51	\$ 31,833.00	\$ (264.49)	
	B	Updated T-Groin Construction Plans (Contract Drawings)		3		8			8		4						\$ 2,275.72	\$ 276.28		\$ 2,315.79	\$ 2,552.00	\$ (236.21)	
	C	Barrow Area and Beach Fill Area Pre-Construction Survey		2	1	8				8	4						\$ 2,206.21	\$ 483.23	\$ 20,216.56	\$ 22,899.09	\$ 22,906.00	\$ (6.91)	
	D	Update Beach Fill Construction Plans		4		16			8		23						\$ 4,568.23	\$ 68.77		\$ 4,634.63	\$ 4,637.00	\$ (2.37)	
	E	Mandatory Pre-Construction Conference		8						15							\$ 2,531.78	\$ 80.22		\$ 2,519.74	\$ 2,612.00	\$ (92.26)	\$ 63,937.76
3.3		PHASE II T-GROIN CONSTRUCTION MANAGEMENT																					
	A	T-Groin Construction Management (T-groin #2)		75		12			75		19						\$ 21,410.90	\$ 69.10		\$ 21,312.42	\$ 21,480.00	\$ (167.58)	
	B	T-Groin Construction Management (T-groin #3)		75		12			75		19						\$ 21,410.90	\$ 69.10		\$ 21,407.25	\$ 21,480.00	\$ (72.75)	
	C	T-Groin Construction Management (T-groin #4)		75		12			75		19						\$ 21,410.90	\$ 69.10		\$ 21,480.00	\$ 21,480.00	\$ 21,480.00	
	D	State and Federal Environmental Monitoring, QA/QC program (T-groin #2)												2			\$ 37,598.00			\$ 37,598.00		\$ 37,598.00	
	E	State and Federal Environmental Monitoring, QA/QC program (T-groin #3)												2			\$ 37,598.00			\$ 37,598.00		\$ 37,598.00	
	F	State and Federal Environmental Monitoring, QA/QC program (T-groin #4)												2			\$ 37,598.00			\$ 37,598.00		\$ 37,598.00	\$ 176,993.67
3.4		PHASE II - BEACH FILL AND DREDGING MANAGEMENT SERVICES																					
	A	Construction Management Service (Beach Fill/Dredging)		75		7			80		60				0		\$ 24,162.35	\$ 101.65		\$ 29,464.59	\$ 24,264.00	\$ 5,200.59	
	B	Environmental Monitoring, Construction observation and QA/QC														2	\$ 43,382.00	\$ -		\$ 43,382.00		\$ 43,382.00	\$ 72,846.59
3.5		POST-CONSTRUCTION MONITORING																					
	A	Post Construction Survey and Report #1		27	13	51	80	35	75	40	75			2			\$ 34,687.22	\$ 560.64	\$ 33,675.14	\$ 68,923.00		\$ 68,923.00	\$ 68,923.00
		FUTURE MONITORING ALLOCATION																					\$ 395,084.15
4.1		2012 MONITORING																					\$ 43,131.00
4.2	A	12-Month Post Construction Survey & QC Review (BA, Beach & T-groins)		2	1	8	12				4						\$ 2,474.81		\$ 26,740.14	\$ 29,214.95	\$ 29,214.95		
	B	12-Month Post Construction Aerial and QC		1		3											\$ 471.31	\$ 500.00		\$ 971.31	\$ 971.31		
	C	Analysis & report (#2) with DEP/USACE Documentation		24	12	30	40		100	60	16			2			\$ 26,377.94			\$ 26,377.94	\$ 26,377.94		\$ 56,564.20
4.3	A	24-Month Post Construction Survey & QC Review (Beach & T-groins)		2	1	8	8		12		4						\$ 2,332.09		\$ 22,112.10	\$ 24,444.19	\$ 24,444.19		
	B	24-Month Post Construction Aerial and QC		1		3											\$ 471.31	\$ 500.00		\$ 971.31	\$ 971.31		
	C	Analysis & report (#3) with DEP/USACE Documentation		24	12	24	60	100	40	26	26			2			\$ 25,540.54			\$ 25,540.54	\$ 25,540.54		\$ 50,956.04
4.4	A	36-Month Post Construction Survey & QC Review (BA, Beach & T-groins)		2	1	8	12				4						\$ 2,474.81		\$ 26,740.14	\$ 29,214.95	\$ 29,214.95		
	B	36-Month Post Construction Aerial and QC		1		3											\$ 471.31	\$ 500.00		\$ 971.31	\$ 971.31		
	C	Analysis & report (#4) with DEP/USACE Documentation		24	12	30	40		100	60	16			2			\$ 26,377.94			\$ 26,377.94	\$ 26,377.94		\$ 56,564.20
4.5		FUTURE MONITORING ALLOCATION																					\$ 56,421.48
4.6	A	Post-Construction Coordination, follow up with State and Federal Agencies		20	8	22		60	100	33	25			2			\$ 23,479.49	\$ -		\$ 23,479.49	\$ 23,479.49		\$ 23,479.49
4.7	A	Rectified Aerial if needed for any of the survey events above		0	0	0	2	0	0	0	0			1			\$ 200.44	\$ -	\$ 6,935.00	\$ 7,135.44	\$ 7,135.44		\$ 7,135.44
4.8	O	Post Storm Survey and FEMA assistance		23	5	20	20	0	0	0	0			9			\$ 8,508.63	\$ 20.62	\$ 20,216.56	\$ 28,745.81	\$ 28,745.81		\$ 28,745.81

*Supporting documentation will be provided for all Reimbursable Expenses when billed

\$ 803,406.66

SUBCONSULTANTS		SDI: Lump Sum	ACA: Lump Sum	Total
3.2	A	Sea Diversified	\$ 22,112.10	22,112
	A	ACA	6,935.00	6,935
	C	Sea Diversified	\$ 20,216.56	20,217
3.5	A	Sea Diversified	\$ 26,740.14	26,740
	A	ACA	500.00	500
4.2			\$ -	-
	4.2A	12-Month Post Construction Survey & QC Review (BA, Beach & T-groins)	\$ 26,740.14	22,660
	4.2B	12-Month Post Construction Aerial and QC	500.00	6,935
	4.3A	24-Month Post Construction Survey & QC Review (Beach & T-groins)	\$ 22,112.10	27,300
	4.3B	24-Month Post Construction Aerial and QC	500.00	6,935
	4.4A	36-Month Post Construction Survey & QC Review (BA, Beach & T-groins)	\$ 26,740.14	22,660
	4.4B	36-Month Post Construction Aerial and QC	500.00	6,935
	4.5TBD	60-Month Post Construction Survey & QC Review (BA, Beach & T-groins)	\$ 26,740.14	27,300
	4.5TBD	60-Month Post Construction Aerial and QC	500.00	6,935
	4.5TBD	Rectified Aerials if needed for any of the survey events	\$ 6,935.00	22,660
	4.8A	Post Storm Survey (BA and Beach)	20,216.56	6,935
	Subtotals:		102,743.94	2,000.00
				104,744

ORDINANCE NO. 14- 10

AN ORDINANCE OF THE COUNTY OF PINELLAS AMENDING THE PINELLAS COUNTY CODE ("CODE") RELATING TO DELEGATED APPROVAL AUTHORITY; AMENDING SECTION 2-62 OF THE PINELLAS COUNTY CODE RELATING TO APPROVAL AUTHORITY; PROVIDING FOR FILING; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY in a meeting duly assembled this 11th day of February 2014, that:

Section 1. Section 2-62 of the Pinellas County Code is hereby amended to read as follows:

Sec. 2-62. Approval authority.

(a) The county administrator or his/her designee shall have the authority to approve and execute the following contracts, documents and instruments:

- (1) Any and all contracts including, but not limited to, grants, revenue contracts, interlocal agreements, intergovernmental contracts, joint and cooperative purchasing contracts with other governmental agencies, contracts for the acquisition of interests in real property, litigation settlement stipulations and agreements for the acquisition of interests in real property, litigation settlement stipulations and agreements not governed by the risk finance program as provided in section 2-142 of this Code, leases of real and personal property to the county, contracts governed by the purchasing division of this Code, and any amendments, extensions, renewals, or assignments thereof, including changes in price, terms and conditions, that involve the receipt or payment by the county of not to exceed \$250,000.00 in a fiscal, contract, or calendar year.

For the purposes of this section, "interests in real property" means any interest in real property, the acquisition of which is specifically budgeted within and will advance the completion of any specifically described capital improvement project in the county's capital improvement program work plan ("CIP"). Any acquisition of interests in real property funded from project contingency accounts in the CIP must be approved by the board of county commissioners.

- (2) Amendments to contracts or leases approved by the board of county commissioners that involve: (i) time only extensions; (ii) a name change of a party, or substitution of a party as a result of an acquisition (stock, membership or partnership interest or asset sale), merger, court order (such as the appointment of a receiver or trustee, federal or state forfeiture, by way of illustration and not limitation), or a change of ownership of leased real or personal property; (iii) amendments, extensions, or renewals of leases of real or personal property to or from third parties, including changes in terms and conditions, decreases in rent, or increases in rent or other lease financial obligations of not more than the sums authorized in section 2-62(a)(1) of this code or 10% of the total fees, costs, or compensation payable pursuant to the lease, whichever is less, if delegated authority is provided for in the lease; (iv)

DC839-Amendmend 7, Attachment B-7
Pinellas County Ordinance, 14-10
Approval Authority for The County Administrator

decreases in fees, costs, or compensation paid by the county, or cumulative increases in fees, costs, or compensation paid by the county of not more than the sums authorized in section 2-62(a)(1) of this code or 10% of the total fees, costs, or compensation, whichever is less; (v) revisions or amendments to plans, specifications, pay items, or the scope of work or services; and/or (vi) mutual releases or terminations of contracts approved by all parties to the contract.

- (3) Contract closeout documents for contracts referenced in subsections (a)(1) and (2) above approved by either the county administrator or designee, or the board of county commissioners, including, but not limited to, releases of surety bonds and retainages, and releases of completion and maintenance security for subdivision improvements.
- (4) Grant applications in amounts not to exceed \$1,000,000.00 excluding local match or in-kind contributions, in a fiscal or calendar year.
- (5) Licenses, access agreements, permits for right-of-way, temporary use permits, and the acceptance or conveyance of temporary or permanent easements for construction, utility or other governmental purposes on any real property, whether or not owned by the county, and any assignments, consents, extensions, amendments, releases, or terminations of the foregoing documents or instruments, including changes in price, terms and conditions.
- (6) Subordination agreements, landlord estoppel agreements/certificates, attornment agreements, and assignments including consents thereof, relating to any real property, whether or not owned, by the county.
- (7) Corrective contracts and instruments.
- (8) Releases, satisfactions or assignments of liens and mortgages, upon full payment thereof, if a mortgage, and upon full or partial payment thereof, if an inferior lien other than a mortgage.
- (9) Any instrument required for the exercise of an option of renewal or extension of a lease or license agreement for a term of a year or years, upon the same terms and conditions as set forth in any original lease or license agreement approved by the board of county commissioners.
- (10) Applications to the state or other political subdivisions, including the county to vacate unopened right of way and abandoned easements.
- (11) Approval of sublease of lease agreement if the original lease agreement allows a sublease upon county approval, and if the original tenant remains ultimately liable under the lease agreement.
- (12) Any instrument required for the exercise of option of renewal or extension, or acceptance of contractor's exercise of option of renewal or extension of use, access, concession or similar agreement (such as the United Parcel Services agreement with the airport, by way of illustration and not limitation) for a term of a year or years,

DC839-Amendment 7, Attachment B-7
Pinellas County Ordinance, 14-10
Approval Authority for The County Administrator

upon the same terms and conditions as set forth in the original agreement approved by the board of county commissioners.

(b) The approval of the above specified agreements and/or documents by the county administrator or his/her designee shall include the exercise of such authority on behalf of the county industrial development authority, emergency medical services authority, and fire protection authority. Additionally, the county administrator or his/her designee shall have the authority to approve and execute leases, and amendments, releases and terminations thereof, on behalf of the county industrial development authority, including leases previously approved by the board of county commissioners.

(c) The county administrator or his/her designee shall have the authority to approve and to authorize the payment of state assessments and fees relating to the self insurance workers compensation program administered by the county risk management department.

(d) All documents approved under this section shall be subject to the county's contract review procedures, and shall be placed on a receipt and filed report on the consent agenda of the board of county commissioners at least quarterly.

Section 2. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 3. Codification.

The provisions of this Ordinance shall be included and incorporated in the Pinellas County Code as an addition thereto, and shall be appropriately numbered to conform to the uniform system of the Code.

Section 4. Filing of Ordinance; Effective Date.

Pursuant to Section 125.66, Florida Statutes, this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after the enactment by the Board of County Commissioners. This Ordinance shall take effect upon filing of the Ordinance with the Department of State.

APPROVED AS TO FORM

By: _____

Office of the County Attorney

DC839-Amendment 7, Attachment B-7
Pinellas County Ordinance, 14-10
Approval Authority for The County Administrator

STATE OF FLORIDA

COUNTY OF PINELLAS

I, KEN BURKE, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners of Pinellas County, Florida, on February 11, 2014 relative to:

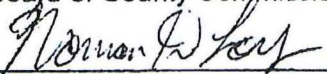
ORDINANCE NO. 14- 10

AN ORDINANCE OF THE COUNTY OF PINELLAS AMENDING THE PINELLAS COUNTY CODE ("CODE") RELATING TO DELEGATED APPROVAL AUTHORITY; AMENDING SECTION 2-62 OF THE PINELLAS COUNTY CODE RELATING TO APPROVAL AUTHORITY; PROVIDING FOR FILING; PROVIDING FOR AN EFFECTIVE DATE.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this February 17, 2014.



KEN BURKE
Clerk of the Circuit Court
and Ex-officio Clerk to the
Board of County Commissioners


Norman D. Loy, Deputy Clerk