



BOARD OF COUNTY COMMISSIONERS

DATE: January 27, 2015

AGENDA ITEM NO. 8

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature:

Subject:

Amendment No. 2 to the Grant Agreement with the Florida Department of Environmental Protection for the Honeymoon Island Beach Restoration Project
County PID No. 922279/000150A
FDEP Agreement No. 13PI1

Department:

Public Works

Staff Member Responsible:

Richard Coates, P. E., Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AMENDMENT NO. 2 TO THE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) WHICH REALLOCATES FUNDING AND EXTENDS THE TERM FOR THE HONEYMOON ISLAND BEACH RESTORATION PROJECT, AND AUTHORIZE THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

The Honeymoon Island Beach Restoration project began construction on July 12, 2014 to address beach erosion through sand nourishment, T-groin construction, and dune enhancement, with an anticipated construction completion date of September 9, 2015. Post-construction monitoring activities will extend the agreement to July 31, 2017. The primary purpose of this Amendment No. 2 is to reallocate funds previously approved by the Board from the Future Construction task to the T-Groin and Beach Fill Construction task, remove \$50,000 from the grant that was reverted by the 2014 Florida Legislature, and extend the expiration and deliverable dates of the grant agreement from July 31, 2016 to July 31, 2017. The funds were reverted by the Florida Legislature due to the excess of funds from the Additional Monitoring Task which did not have an approved scope of work.

The Board approved this grant agreement with FDEP on October 16, 2012, which provided state funding in the amount of \$6,314,162 for the continuation of Phase II construction and post construction monitoring of the Honeymoon Island Beach Restoration project. A previous Amendment No. 1 to the grant agreement revised the grant work plan by adding design, survey, and construction related costs to the scope of work being performed by the County's consultant, Humiston & Moore Engineers, P.A.

Fiscal Impact/Cost/Revenue Summary:

County	\$ 102,448.67
State	\$6,264,162.00 (\$6,314,162.00 - \$50,000.00)
Project Total	\$6,366,610.67

There is no increase to the fiscal impact with this amendment. Funding for this project is budgeted within the Capital Improvement Program: Physical Environment, Coastal Management Program allocation. Project costs are shared between the Florida Department of Environmental Protection reimbursement grant and the Tourist Development Tax.

Exhibits/Attachments Attached:

Contract Review Transmittal
Amendment No. 2
Project Budget Detail Report

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP


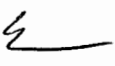

PROJECT: Amendment No. 2 to the Grant Agreement with the Florida Department of Environmental Protection for the Honeymoon Island Beach Restoration Project, 922279/000150A

CONTRACT NO.: FDEP 13P11

ESTIMATED EXPENDITURE / REVENUE: \$6,366,610.67
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: DEI John Bishop Andy Squires Kelli Levy Richard Coates, P.E.	11/21/14 11/22/14 11/24/14 11.24	SB KH KHL 	In Red type	
Clerk's Finance: Cassandra Williams	11/25/14	CBW		
OMB: Bill Berger	12/1/14		See attached with corrections to be made.	FDEP made change 12/12/14. MC
Legal: Brendan Mackesey AATF	12/17/14	BM	typos flagged	FDEP corrected. MC 12/23/14
DEI Executive Director: David E. Scott, P.E. Assistant Co Administrator	12/30/14			

Please return to Merry Celeste, ext. 45185

All inquiries should be made to John Bishop, DEI, ext 48766

OMB Contract Review

t N	Honeymoon Island Beach Restoration Project	
	46100	DEP 13PI1

Mark all Applicable Boxes:

Type of Contract									
CIP	<input checked="" type="checkbox"/>	Grant	<input type="checkbox"/>	Other	<input type="checkbox"/>	Revenue	<input type="checkbox"/>	Project	000150A

Contract information:

New Contract (Y/N)	N	Original Contract Amount	\$6,314,162.00
Fund(s)	3001	Amount of Change	-\$50,000.00
Cost Center(s)	413100	Contract Amount	\$6,264,162.00
Program(s)	3008	Amount Available	Total: \$6,108,478.77
Account(s)	5630020 & 5630030	Included in Applicable Budget? (Y/N)	Y
Fiscal Year(s)	2014-2015		

Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

This is the second amendment to the DEP Beach Management Funding Assistance Program for the Honeymoon Island Beach Restoration Project. This amendment extends the end date of this agreement by one year to July 31, 2017. Amendment includes a \$50,000 reduction per the 2014 Florida Legislature and a reallocation funds from future construction, to T-Groin and Beach Fill Construction.

Page 2 Paragraph 9 should read \$6,264,162 not \$ 6,314,162.

Page 2 Paragraph 19 John Bishop's phone number should be 727-464-8766 not 727-464-8776

Page 3 Paragraph 22 John Bishop's phone number should be 727-464-8766 not 727-464-8776

Attachments A-2, D-2 and F are not attached to amendment.

Analyst: Erica Post

Ok to Sign: ☒

Instructions/Checklist

1. Upon receipt of a contract and notification in County Admin Tracking System (CATS) review the Agenda and Contract for language and accuracy. Make sure there are available funds, the dept is not overextending itself, was it planned, etc.
2. Complete the form above using the contract document and the County accounting & budgeting systems.
3. Use the "Description & Comments" section to give a brief summary of the contract and include your thoughts and pertinent information.
4. Print the form, initial, and leave folder on the Director's desk.
5. Login to CATS and click in the cell next to your name. A date will appear and click on the date you completed your review. Choose save and close the CATS system.

AMENDMENT No. 2
DEP AGREEMENT No: 13PI1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESOURCE MANAGEMENT
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
HONEYMOON ISLAND BEACH RESTORATION PROJECT

THIS AGREEMENT was entered into on 21st day of October 22, 2012 and amended on the 11th day of February, 2014, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida 32399 and PINELLAS COUNTY, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 22211 US 19, Building 10, Clearwater, Florida 33765, for the project described herein.

WHEREAS, the 2014 Legislation has reverted funds in grant 13PI1 in the amount of \$50,000 and this amendment reflects removal of these funds; and,

WHEREAS, the LOCAL SPONSOR has requested to extend the expiration date and revise deliverables in the Grant Work Plan and the Department has agreed. Accordingly, the Grant Work Plan is revised as set forth in Attachment A-2.; and,

WHEREAS, other changes are necessary.

- Paragraph 2 sentence one is hereby deleted in its entirety and replaced with the following:

This Agreement shall begin on the last date executed and end on July 31, 2017.

- Paragraph 7 is hereby deleted in its entirety and replaced with the following:

For tasks, as specified in Table 1 below and in Attachment A-2, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work. The tasks must be incorporated into the Grant Work Plan in the form of an approved amendment to this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

- Paragraph 8 is hereby deleted in its entirety and replaced with the following:

TABLE 1
Eligible Project

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
2.0	Design				
2.1	Design and Permitting of the Phase II Restoration	75%	\$56,247.00	\$18,749.00	\$74,996.00
2.2	Tropical Storm Debby – Updated Design Work	75%	\$8,850.00	\$2,950.00	\$11,800.00
3.0	Construction				
3.1	Phase II Bid Services	100%	\$15,270.00		\$15,270.00
3.2	Phase II Preconstruction Engineering	100%	\$64,540.00		\$64,540.00
3.3	Phase II T-Groin Construction Management	100%	\$177,234.00		\$177,234.00
3.4	Phase II - Beach Fill & Dredging Management	100%	\$67,646.00		\$67,646.00
3.5	Phase II Construction Phase Monitoring	100%	\$68,923.00		\$68,923.00
3.6	T-Groin and Beach Fill Construction	100%	\$4,114,979.33		\$4,114,979.33
3.7	Additional Construction	100%	\$1,448,224.67		\$1,448,224.67
4.0	Monitoring				
4.1	2012 Monitoring	75%	\$32,348.00	\$10,783.00	\$43,131.00
4.2	Additional Monitoring	75%	\$209,900.00	\$69,966.67	\$279,866.67
	TOTAL PROJECT COSTS		\$6,264,162.00	\$102,448.67	\$6,366,610.67

- Paragraph 9 is hereby deleted in its entirety and replaced with the following:

The DEPARTMENT has determined that 100 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$6,264,162.00 for this PROJECT or up to 75 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above in Task 2.1, 2.2, 4.1, 4.2 and up to 100 percent of Tasks 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.

- Paragraph 13 is hereby revised to update the Request for Payment forms; Attachment F-1 (Request for Payment Parts I-IV) attached hereto and made a part of the Agreement.
- Paragraph 19 is hereby deleted in its entirety and replaced with the following:

The LOCAL SPONSOR's Project Manager for all matters is John Bishop, PhD, Phone: (727) 464-8766. The DEPARTMENT's Project Manager for all technical matters is Catherine Florko, Phone: (850) 245-7688 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-7692.

- Paragraph 22 is hereby deleted in its entirety and replaced with the following:

Any notices between the parties shall be considered delivered by email, overnight courier or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR

John Bishop, PhD, Coastal Management Coordinator
Coastal and Freshwater Resources Pinellas County Natural Resources
22211 US HWY 19 N, Building 10
Clearwater, FL 33765
727-464-8766
jbishop@pinellascounty.org

DEPARTMENT

Dena VanLandingham, Grant Program Administrator
Department of Environmental Protection
Beach Management Funding Assistance Program
2600 Blair Stone Road, MS 3554
Tallahassee, Florida 32399
(850) 245-7692
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 19 must be reduced to writing in the form of an email notification.

- Paragraph 36 is hereby deleted in its entirety and replaced with the following:

A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes.

1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price

negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.

3. All subcontracts are subject to the provisions of paragraph 14 and any other appropriate provisions of this Agreement which affect subcontracting activities.

- B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- Paragraph 39 is hereby deleted in its entirety and replaced with the following:

The DEPARTMENT may at any time, by written order designated to be a change order, make any minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of, a modification of deliverable due dates when such change does not involve an extension of contract, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.

- Paragraph 45 hereby added to this Agreement:

No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the

LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the Department Grant Manager.

- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the LOCAL SPONSOR as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

Attachment A, Grant Work Plan, and Attachment D, Revised Request for Payment are hereby deleted in their entirety and replaced with Attachment A-2, Revised Grant Work Plan, and, Attachment D-2, Revised Request for Payment attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A, Grant Work Plan, Request for Payment shall hereinafter refer to Attachment A-2, Revised Grant Work Plan and Attachment D-2, Revised Request for Payment.

In accordance with Paragraph 25, a revised copy of Exhibit 1 to Attachment F is herein provided to identify the additional funds under this Agreement. Exhibit 1 to Attachment F is hereby deleted in its entirety and replaced with Exhibit 1A, attached hereto and made a part hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: Commission Chair

By: _____
Department of Environmental Protection
Secretary or designee

Date: _____

Date: _____

FEID No. 59-6000800

ATTEST: Ken Burke

Department of Environmental Protection
Grant Program Administrator

By: _____
Clerk of the Circuit Court

APPROVED as to form and legality:


Local Sponsor's Attorney
(if necessary)

Department of Environmental Protection
Attorney

*If someone other than the Commission Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Grant Work Plan (7 pages)
Attachment	D-2	Request For Payment, Parts I - IV (5 pages)
Attachment	F	Exhibit 1A (Page 5 of 5)

ATTACHMENT A-2 REVISED GRANT WORK PLAN

Project Title: Honeymoon Island Beach Restoration.

Project Location: R7-R10.5 on Honeymoon Island in Pinellas County, Florida.

Project Background: The project consists of 4,120 feet of critically eroded Gulf shoreline on Honeymoon Island, Pinellas County (R7 to R10.5). In 1969, over one million cubic yards of sand and limestone were mined from a nearshore borrow area and placed along the gulf shoreline of Honeymoon Island (R8-R12). In 1970, two concrete-filled bag groins and a terminal structure were constructed on Honeymoon Island. In 1989, beach nourishment was conducted using approximately 230,000 cy of sand from an upland source. An Inlet Management Plan for Hurricane Pass completed in 1993 and feasibility studies completed in 1999 and 2004 recommended beach nourishment and use of erosion control structures to reduce sand losses. Maintenance dredging of the Hurricane Pass navigation channel was conducted in 2000 with the placement of approximately 12,500 cubic yards of beach quality material between R10 and R12.

In 2007, Phase I of the project restored the central segment of the island from R-8 to R-10.5. This project included the dredging of approximately 135,000 from Hurricane Pass, placement of that sand along Honeymoon Island, and construction of a low-profile granite T-groin to replace a concrete bag groin near the south end of the beach fill. Phase I was intended to be limited and monitored to evaluate the use of the T-groin for a later phase. Based on the monitoring of Phase I, the T-groin has performed well in bypassing sand to the downdrift beach, and the Department staff has indicated that structural stabilization will be necessary near this point in order to achieve greater retention of fill placement between R-8 and R-9. Phase II of the project includes additional beach fill (R7-R10) and construction of three additional T-head groins. Approximately 150,000 cubic yards of beach compatible material will be dredged from the ebb shoal at Hurricane Pass.

The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2004) and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. The monitoring standards and GIS guidelines may be found at <http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>. One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.

Project Description:

The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.

2.0 Design

Professional services required for engineering and design, 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.

Performance Standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

2.1 Design and Permitting of the Phase II Restoration

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

Geotechnical Report

Deliverable A: Geotechnical report from samples collected and analyzed at each of the three T-groins.
Total Cost: \$13,070.00 (DEP cost \$9,802.50).
Due Date: July 31, 2017.

DEP Requests for Additional Information Response

Deliverable B: Provide the DIVISION with 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 application to be deemed complete and eligible for final processing.
Total Cost: \$2,500.00 (DEP cost \$1,875.00).
Due Date: July 31, 2017.

Federal Requests for Additional Information #1 Response

Deliverable C: Document transmission of the Joint Coastal Permit application to the U.S. Army Corps of Engineers (USACE); memorandum summarizing coordination meeting with the USACE.
Total Cost: \$5,140.00 (DEP cost \$3,855.00).
Due Date: July 31, 2017.

Response to USACE Request for Additional Information #2

Deliverable D: Response to USACE Request for Additional Information #2.
Total Cost: \$8,000.00 (DEP cost \$6,000.00).
Due Date: July 31, 2017.

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 Cost: \$6,000.00 (DEP cost \$4,500.00).
Due Date: July 31, 2017.

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 the DIVISION with a copy of approvals.
Total Cost: \$6,000.00 (DEP cost \$4,500.00).
Due Date: September 31, 2014. Task is 100% complete.

Plans and Specifications

Deliverable G: Final construction plans, technical specifications, updated survey and bid schedule in sufficient detail for the local sponsor to prepare the bid package.
Total Cost: \$23,546.00 (DEP cost \$17,659.50).
Due Date: September 31, 2014. Task is 100% complete.

Opinion of Probable Costs

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

Total Cost: \$10,740.00 (DEP cost \$8,055.00).

Due Date: September 31, 2014. Task is 100% complete.

2.2 Tropical Storm Debby – Updated Design Work

Tropical Storm Debby occurred in June 2012. 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 DIVISION, the LOCAL SPONSOR, the Florid Park Service, the USACE, NMFS and FEMA.

Deliverable A: Proposed FEMA Worksheet, DEP permit and NTP with updated design, NMFS updated consultation letter supporting project.

Total Cost: \$11,800.00 (DEP cost \$8,850.00).

Due Date: July 31, 2017.

3.0 Construction

Work performed and costs associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs 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 Department.

Performance Standard: Work products (Deliverables) must meet acceptance standards of the engineer, building code inspector, Joint Coastal Permit, or a combination of these, as required, to assure all project-related construction is completed to desired specifications.

3.1 Phase II Bid Services

Pre-Bid Conference

Attend a pre-bid conference with representatives from the LOCAL SPONSOR and the DIVISION, and the Florida Park Service. Respond to inquiries from potential bidders.

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

Total Cost: \$6,120.00 (DEP cost \$6,120.00).

Due Date: July 31, 2017.

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 Cost: \$7,320.00 (DEP cost \$7,320.00).

Due Date: July 31, 2017.

Qualification of Bidders Summary and Recommendation

Engineers will evaluate bidders' qualifications and contact references. A recommendation for bid award will be provided to the LOCAL SPONSOR.

Deliverable C: Memorandum with formal recommendation to the LOCAL SPONSOR and the DIVISION.
Total Cost: \$1,830.00 (DEP cost \$1,830.00).
Due Date: July 31, 2017.

3.2 Phase II Preconstruction Engineering

Preconstruction Survey (Beach Area and T-Groin Profiles Only) - Complete per Monitoring Plan and DEP Condition #41, 90 days prior to construction. Monument profile (33) T-groin profiles (18) Conduct a pre-construction survey in accordance with DEP 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 DEP format provided to the DIVISION.
Total Cost: \$31,833.00 (DEP cost \$31,833.00).
Due Date: July 31, 2017.

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 LOCAL SPONSOR and Florida Park Service and one electronic copy to the DIVISION.
Total Cost: \$2,552.00 (DEP cost \$2,552.00).
Due Date: July 31, 2017.

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 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 DEP format provided to the DIVISION. Letter and plots are to be submitted electronically.
Total Cost: \$22,906.00 (DEP cost \$22,906.00).
Due Date: July 31, 2017.

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 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 LOCAL SPONSOR and the DIVISION.
Total Cost: \$4,637.00 (DEP cost \$4,637.00).
Due Date: July 31, 2017.

Mandatory Pre-Construction Conference
Conduct mandatory pre-construction conference with contractor, the LOCAL SPONSOR, the DEPARTMENT, the Florida Park Service 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 permit.
Total Cost: \$2,612.00 (DEP cost \$2,612.00).
Due Date: July 31, 2017.

3.3 Phase II T- Groin Construction Management

T-Groin Construction Management Services

Coordination with Contractor throughout duration of project. This task includes pay quantity reviews from mobilization through completion of the three T-Groins; bi-weekly and at times weekly meetings with the contractor the LOCAL SPONSOR and Florida Park Service. The project engineer will be on site a minimum of once every ten days throughout construction.

Deliverable A: Project summary at the time of substantial completion of the construction of T-Groin #2.
Total Cost: \$21,480.00 (DEP cost \$21,480.00).
Due Date: July 31, 2017.

Deliverable B: Project summary at the time of substantial completion of the construction of T-Groin # 3.
Total Cost: \$21,480.00 (DEP cost \$21,480.00).
Due Date: July 31, 2017.

Deliverable C: Project summary at the time of substantial completion of the construction of T-Groin #4.
Total Cost: \$21,480.00 (DEP cost \$21,480.00).
Due Date: July 31, 2017.

State and Federal Environmental Monitoring

Permit required monitoring , quality assurance/quality control (QA/QC) program implementation required by the DIVISION, assessment of federal permit compliance requirements from the U.S. Fish and Wildlife Service and National Marine Fisheries Service, 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 day marks.

Deliverable D: Acceptance of T-Groin #2 through written notice of substantial completion to the contractor, LOCAL SPONSOR, Florida Park Service and the DIVISION; written summary of QA/QC compliance and environmental turbidity monitoring reports, including a listing of final rock, sheetpile and geotextile materials quantities within tolerances for pay quantity.
Total Cost: \$37,598.00 (DEP cost \$37,598.00).
Due Date: July 31, 2017.

Deliverable E: Acceptance of T-Groin #3 through written notice of substantial completion to the contractor, LOCAL SPONSOR, Florida Park Service and the DIVISION; written summary of QA/QC compliance and environmental turbidity monitoring reports, including a listing of final rock, sheetpile and geotextile materials quantities within tolerances for pay quantity.
Total Cost: \$37,598.00 (DEP cost \$37,598.00).
Due Date: July 31, 2017.

Deliverable F: Acceptance of T-Groin #4 through written notice of substantial completion to the contractor, LOCAL SPONSOR, Florida Park Service and the DIVISION; written summary of QA/QC compliance and environmental turbidity monitoring reports, including a listing of final rock, sheetpile and geotextile materials quantities within tolerances for pay quantity.
Total Cost: \$37,598.00 (DEP cost \$37,598.00).
Due Date: July 31, 2017.

3.4 Phase II – Beach Fill and Dredging Management Services

Construction Management Services (Beach Fill/Dredging): Construction management of project consisting of coordination with Contractor throughout duration of project. This also includes pay quantity reviews from mobilization through completion of the beach fill.

Project construction assumed to last 2 months. Bi-weekly and at times weekly meetings with contractor, LOCAL SPONSOR and Florida Park Service, and Project Engineer are anticipated throughout dredging and beach fill placement. Project Engineer from H&M to be on site a minimum of once every ten days throughout beach fill construction for construction management.

Deliverable A: Project summary by Project Engineer at time of substantial completion of beach fill placement and dune construction.

Total Cost: \$24,264.00 (DEP cost \$24,264.00).

Due Date: July 31, 2017.

Environmental monitoring, construction observation and QA/QC 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: Electronic copy of written acceptance of beach fill through written notice of substantial completion to the contractor, the LOCAL SPONSOR and the 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 by the Engineer of Record.

Total Cost: \$43,382.00 (DEP cost \$43,382.00).

Due Date: July 31, 2017.

3.5 Phase II Construction Phase Monitoring

Immediate post-construction survey and report #1 (Borrow Area, T-groins and Beach): Conduct a post construction survey and prepare a report in accordance with DEP hydrographic monitoring program. 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 DIVISION and Pinellas County.

Total Cost: \$68,923.00 (DEP cost \$68,923.00).

Due Date: July 31, 2017.

3.6 T-Groin and Beach Fill Construction

Construction related activities including construction of 3 T groins; beach fill; mobilization; site prep; removal of concrete bag groin, piles, existing pavement, debris, sandbags & vegetation; beach fill tiling and final dressing; payment and performance bond; demobilization; restoration of construction access & staging areas; and dune plantings. An estimated 13.3 percent of the mobilization, demobilization, beach fill and final grading and tilling will be cost shared with FEMA.

Deliverable A: Electronic certification of completion of T-Groin and Beach Fill Construction.

Total Cost: \$4,114,979.33 (DEP cost \$4,114,979.33).

Due Date: July 31, 2017.

3.7 Additional Construction Costs

Additional construction allocation. Pending scopes of work included under this task must be approved by DIVISION staff.

Total Cost: \$1,448,224.67 (DEP cost \$1,448,224.67).

Due Date: July 31, 2017.

4.0 Monitoring

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

Performance standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

4.1 2012 Monitoring

2012 Survey Data

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

Total Cost: \$19,695.67 (DEP cost \$14,771.00).

Due Date: November 31, 2012. Task is 100% complete.

2012 Monitoring Report

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

Total Cost: \$22,940.00 (DEP cost \$17,205.00).

Due Date: February 28, 2013. Task is 100% complete.

2012 Aerial Photography

Deliverable C: Digital copy of the rectified 2012 aerials.

Total Cost: \$496.00 (DEP cost \$372.00).

Due Date: February 2013. Task is 100% complete.

4.2 Additional Post Construction Monitoring

Scopes of work must be approved by DIVISION staff prior to commencement of work.

Total Cost: \$279,866.67 (DEP cost \$209,900.00).

Due Date: January 31, 2017.

NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance.

All Task are Contractual Services.

ATTACHMENT D-2

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

NAME OF PROJECT: HONEYMOON ISLAND BEACH RESTORATION PROJECT

LOCAL SPONSOR: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Agreement Number: 13PI1

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated \$ _____

Less Advance Pay \$ _____

Less Previous Payment \$ _____

Less Previous Retained \$ _____

Less This Payment \$ _____

Less This Retainage (10%) \$ _____

State Funds Remaining \$ _____

Local Funds Obligated \$ _____

Less Advance Pay \$ _____

Less Previous Credits \$ _____

Less This Credit \$ _____

Local Funds Remaining \$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REVISED REQUEST FOR PAYMENT – PART II**

Name of Project: _____
Billing Number: _____
DEP Agreement Number: _____

Billing Period (1): _____
Person Completing Form & Telephone Number (2): _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Deliverable Number (3)	Eligible Cost (4)	% Fed Share (5)	Federal Share of Invoice Amount (6)	Non-Federal Share (7)	% State Share (8)	State Share (9)	Local Share (10)	Retainage Payment (11)	Withheld Retainage (12)	State Payment (13)

Totals: _____

Total Due to Local Sponsor (14) _____

Form Instructions:

1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
2. Person to Contact for questions regarding items submitted on this form.
3. Deliverable #: Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable.
4. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
5. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table I if applicable.
6. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
7. Non-Federal Share: Eligible Cost (4) minus Federal Share of Invoiced Amount (6).
8. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
9. State Share: Multiply Non-Federal Share by State Share Percentage.
10. Local Share: Subtract State Share from Non-Federal Share.
11. Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
12. Withheld Retainage: Multiply State Share by 10%.
13. State Payment: Subtract Retainage from State Share.
14. Total Due to Local Sponsor: Add Retainage Payment Total to State Payment Total.

Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-8222 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

NAME OF PROJECT: HONEYMOON ISLAND BEACH RESTORATION PROJECT

LOCAL SPONSOR: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Agreement Number: 13PI1

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task No:	Eligible Project Item:
----------	------------------------

2.0	DESIGN
-----	--------

2.1 Design and Permitting of the Phase II Restoration

2.2 Tropical Storm Debby – Updated Design Work
--

3.0	CONSTRUCTION
-----	--------------

3.1 Phase II Bid Services

3.2 Phase II Preconstruction Engineering
--

3.3 Phase II T- Groin Construction Management

3.4 Phase II – Beach Fill and Dredging Management Services

3.5 Phase II Construction Phase Monitoring

3.6 T-Groin and Beach Fill Construction

3.7 Additional Construction Costs

4.0 MONITORING

4.1 2012 Monitoring

4.2 Additional Post Construction Monitoring

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

NAME OF PROJECT: HONEYMOON ISLAND BEACH RESTORATION PROJECT

LOCAL SPONSOR: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Agreement Number: 13PI1

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the LOCAL SPONSOR; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

ATTACHMENT F



Florida Department of Environmental Protection (SPECIAL AUDIT REQUIREMENTS)

EXHIBIT – 1A

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue GAA Line Item 1669	12/13	37.003	Beach Management Funding Assistance Program	5,780,000.00	140126
	General Revenue GAA Line Item 1796	06/07	37.003	Beach Management Funding Assistance Program	421,407.00	140126
	Ecosystem Management and Restoration Trust Fund GAA Line Item # 1796	06/07	37.003	Beach Management Funding Assistance Program	112,755.00	140126
Amendment No. 2	Ecosystem Management and Restoration Trust Fund Item #1796	06/07	37.003	Beach Management Funding Assistance Program	(50,000)	140126

Total Award	6,264,162.00
-------------	--------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Pinellas County Capital Improvement Program Project Budget Detail Report

December 1, 2014

Page 1 of 2

Parameters: Project: 000150A Honeymoon Island Improvmnts Budget Type Code: Planning Fund Type: All

		Current Year Estimate	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
Function: Physical Environment														
Activity: Conservation & Resources														
Project: 000150A Honeymoon Island Improvements														
Fund: 3001	Capital Projects	Center: 413100	CIP-Physical Environment	Program: 3008	Coastal Management Projects									
020.2	Design-TDC	0	0	0	0	13,750	13,750	0	0	0	0	0	0	27,500
020.3	Design-Grant	0	0	0	0	41,250	41,250	0	0	0	0	0	0	82,500
030.3	Constr-Grant	5,730,000	0	0	0	0	1,500,000	0	0	0	0	0	0	7,230,000
040.2	Testing-TDC	22,500	20,000	22,500	20,000	22,500	25,000	22,500	20,000	22,500	20,000	0	0	217,500
040.3	Testing-Grant	67,500	60,000	67,500	60,000	67,500	75,000	67,500	60,000	67,500	60,000	0	0	652,500
110.2	Other-TDC	240,000	24,000	5,000	4,000	5,000	15,000	5,000	4,000	5,000	4,000	0	0	311,000
Project Total for : Fund: 3001		Capital Projects	Center: 413100	CIP-Physical Environment	Program: 3008	Coastal Management Projects								
		6,060,000	104,000	95,000	84,000	150,000	1,670,000	95,000	84,000	95,000	84,000	0	0	8,521,000
Total for Project: 000150A		Honeymoon Island Improvements												
		6,060,000	104,000	95,000	84,000	150,000	1,670,000	95,000	84,000	95,000	84,000	0	0	8,521,000
Funding Source:														
	Grant - State	5,797,500	60,000	67,500	60,000	108,750	1,616,250	67,500	60,000	67,500	60,000	0	0	7,965,000
	Tourist Development Tax	262,500	44,000	27,500	24,000	41,250	53,750	27,500	24,000	27,500	24,000	0	0	556,000
Funding Total:		6,060,000	104,000	95,000	84,000	150,000	1,670,000	95,000	84,000	95,000	84,000	0	0	8,521,000

Project Description: Nourishment of beach and construction of a sand retention structures to stabilize state park beach.

Project Classifications:

CIP Phase	Construction
Location	Gulf Beaches
Originating Department	DEI Public Works

Pinellas County Capital Improvement Program Project Budget Detail Report

December 1, 2014

Page 2 of 2

Parameters: Project: 000150A Honeymoon Island Improvmnts Budget Type Code: Planning Fund Type: All

	Current Year Estimate 2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
Report Total:	6,060,000	104,000	95,000	84,000	150,000	1,670,000	95,000	84,000	95,000	84,000	0	8,521,000