

**PALM BEACH COUNTY**

# BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

**Meeting Date:**

August 16, 2011

**(X) Consent**

( ) Regular

( ) Workshop

( ) Public Hearing

**Submitted By:**

## Environmental Resources Management

**Submitted For:**

## Environmental Resources Management

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:**

A) **approve** Amendment No. 1 to Grant Agreement No. 08PB4 (R-2010-1322 8/17/2010) with the Florida Department of Environmental Protection (FDEP) for cost-sharing on the Juno Beach Nourishment Project (Project) through December 31, 2013; and

**B) authorize** the County Administrator or his designee to sign all future time extensions, task assignments, certifications and other forms associated with the Grant Agreement, and necessary minor amendments that do not change the scope of work or terms and conditions of the Agreement.

**Summary:** This amendment contains language changes which will bring 08PB4 in compliance with new State statutes for funding agreements. Once the amendment is executed staff will be able to submit a reimbursement request for outstanding eligible project costs. There are no additional costs to the County. District 1 (SF)

**Background and Justification:** The Juno Beach nourishment project included the placement of 926,117 cubic yards of sand over 2.4 miles of primarily public beachfront. Construction was completed in April 2010. FDEP Grant 08PB4 was executed August 17, 2010 and reflected State funding of \$5,133,652 carried forward from Agreement No. 08PB1 (R2009-0111) which had expired and an additional \$93,086 for additional monitoring through December 31, 2013. These funds were recognized with a budget amendment August 17, 2010. This amended agreement will allow reimbursement requests to be submitted for expenditures previously incurred.

**Attachments:**

1. Location Map
2. DEP Grant 08PB4 Amendment 1

**Recommended by:**

**Department Director**

Date \_\_\_\_\_

**Approved by:**

## County Administrator

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Operating Costs	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
External Revenues	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Program Income (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
In-Kind Match (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>NET FISCAL IMPACT</b>	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Is Item Included in Current Budget? Yes        No       

Budget Account No.: Fund        Department        Unit        Object       

Program                                 

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

☒ There is no fiscal impact at this time. There is only a language change to the grant.

### C. Department Fiscal Review:

*[Signature]*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Dev. and Control Comments:

<p><u><i>[Signature]</i></u> 7/28/11 OFMB <i>[initials]</i> 7/27</p>	<p><u><i>[Signature]</i></u> 8/2/11 Contract Development and Control 8-2-11 <i>[Signature]</i></p>
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### B. Legal Sufficiency:

*[Signature]* 8/4/11  
Assistant County Attorney

**This amendment complies with  
our review requirements.**

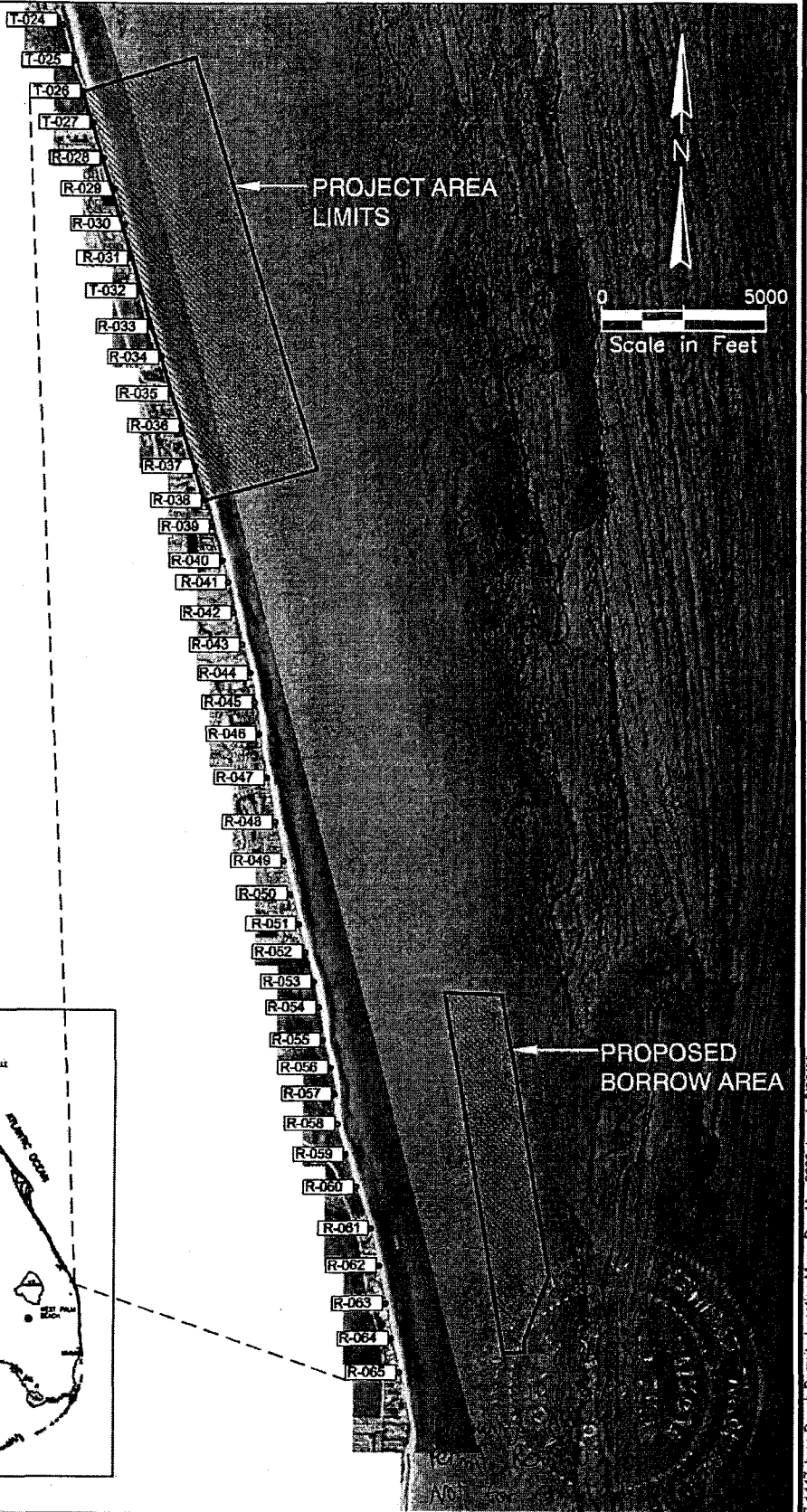
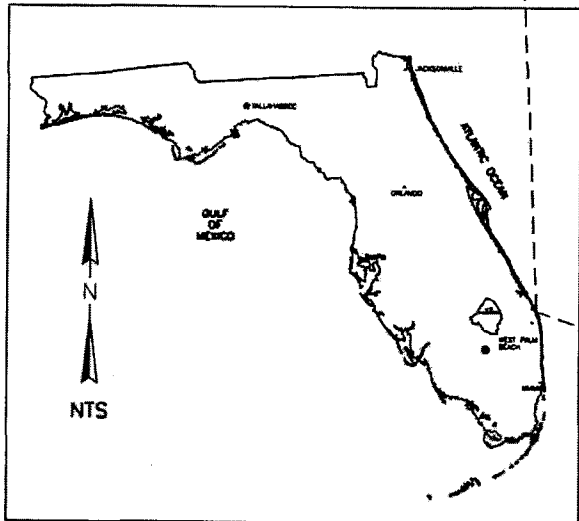
### C. Other Department Review:

    
Department Director

PERMIT # 276415001

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400 S. Austrorion Ave., Suite 300  
West Palm Beach, Florida 33401  
(561) 659-0041  
Certificate of Authorization #4669

**LOCATION MAP**

JUNO BEACH RENOURISHMENT PROJECT

**REVISIONS**  
REVISED MAY 2008

JOB NO:07-1447	CHECKED BY:JTW
DATE: Oct 2007	DRAWN BY: MKM
SCALE: NONE	SHEET: 1

**AMENDMENT No: 1**  
**DEP AGREEMENT No: 08PB4**  
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**BUREAU OF BEACHES AND COASTAL SYSTEMS**  
**BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**  
**STATE OF FLORIDA**  
**GRANT AGREEMENT FOR**  
**JUNO BEACH NOURISHMENT**

THIS AGREEMENT is entered into on the 17<sup>th</sup> day of August, 2010, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and PALM BEACH COUNTY, whose address is 2300 North Jog Road, 4<sup>th</sup> Floor, West Palm Beach, Florida 33411-2743, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), for the project described herein.

WHEREAS, this contract extends approved funding for the eligible nourishment, monitoring and mitigation reef activities started in contract 08PB1.

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- Paragraph 7 the following language is hereby added after the second sentence:

It is understood and agreed that the detailed Scope of Work 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. Approval of the Scope of Work for each task will be in the form of an approved amendment to this Agreement.

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

The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

**TABLE 1**

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
<b>2.0</b>	<b>Design and Permitting</b>				
2.1	Engineering Services		\$905	\$905	\$1,810
<b>3.0</b>	<b>Construction</b>				
3.1	Construction of nourishment	\$515,249	\$2,832,704	\$2,832,704	\$6,180,657
3.2	Mitigation Reef and Nourishment Tasks		\$1,863,680	\$1,863,680	\$3,727,360
<b>4.0</b>	<b>Monitoring</b>				
4.1	2009 Marine Turtle Nesting	\$14,124	\$1,009	\$1,009	\$16,142
4.2	Continuing Monitoring Services		\$528,440	\$528,440	\$1,056,880
	<b>TOTAL PROJECT COSTS</b>	<b>\$529,373</b>	<b>\$5,226,738</b>	<b>\$5,226,738</b>	<b>\$10,982,849</b>

Prior written approval from the DEPARTMENT'S Project Manager shall be required for changes within approved deliverable budget categories up to 10% of the total deliverable budget amount. The DEPARTMENT'S Grant Manager will transmit a copy of the written approval and revised budget to the DEPARTMENT'S Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal change order to the Agreement.

- Paragraph 10 is hereby revised to replace the third sentence as follows:

Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.

- Paragraph 12 the following language is hereby added after the first sentence:

The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding.

- Paragraph 13 is hereby revised to replace the fourth sentence as follows:

These forms are to be submitted upon completion of the deliverables.

- Paragraph 13 the following language is hereby added to the Agreement:

The final payment will not be processed until the match requirement has been met.

- Paragraph 14 is hereby revised to replace the first sentence as follows:

The DEPARTMENT's Bureau of Beaches and Coastal Systems shall have thirty (30) days after receipt of each request for reimbursement to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment.

- Paragraph 15 the following language is hereby added after the first sentence:

The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31.

- Paragraph 15 is hereby revised to add the following after the last sentence:

The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.

- Paragraph 19 the following language is hereby added after the second sentence:

The LOCAL SPONSOR will be notified in writing of any changes to the DEPARTMENT'S Project Manager information.

- Paragraph 35 the following language is hereby added after the first sentence:

The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution.

- 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 change in the Project Manager information or task timelines within the current authorized Agreement period. 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 change in Project Manager, modification of deliverable due dates when such change does not involve an extension, 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.

Attachment A, Grant Work Plan is hereby deleted in its entirety and replaced with Attachment A-1, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to Attachment A-1, Revised Grant Work Plan.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year last written below.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Karen T. Marcus  
Chair

Date: \_\_\_\_\_

FEID No. 59-6000785

ATTEST: Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

(Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO  
TERMS AND CONDITIONS

By: \_\_\_\_\_  
Richard E. Walesky, Director  
Environmental Resources Management

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

\_\_\_\_\_  
DEP Grant Program Administrator

APPROVED as to form and legality:

\_\_\_\_\_  
DEP Attorney

\*If someone other than the Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County 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-1	Revised Grant Work Plan (5 pages)

**ATTACHMENT A-1  
REVISED GRANT WORK PLAN**

<b>Project Title:</b> Juno Beach Nourishment	
<b>Project Location:</b> 2.4 miles of shoreline in Palm Beach County between reference monument R26 and R38.	
<b>Project Background:</b> Design, permitting, construction and monitoring associated with the nourishment that was completed in March 2010 and the permit-required mitigation reef. This contract extends approved funding for the eligible nourishment and mitigation reef tasks started in contract 08PB1.	
The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, for 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 Regional Coastal Monitoring Data Plan and Geographic Information Systems Data Plan, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. These plans may be found at <a href="http://www.dep.state.fl.us/beaches/">http://www.dep.state.fl.us/beaches/</a> . Three (3) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.	
<b>Project Description:</b>	
The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.	
<b>2.0</b>	<b>Design and Permitting</b>
	Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications. This item specifically excludes permit application fees or any other fees paid to the State of Florida.
	<b>Performance standard:</b> All deliverables, reports, and monitoring results will be circulated to the Bureau for review and comment. When comments are received from the Bureau affirming that the deliverable is acceptable, payment will be authorized.
<b>2.1</b>	<b>Engineering Services</b>
	<u><b>Deliverable A:</b></u> Final design documents for the structural design of artificial reef modules to be completed by Bridge Design Associates. Total cost \$1,810 (DEP cost \$905). Due date September, 2011.
<b>3.0</b>	<b>Construction</b>
	Work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures, mitigation, and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.
	<b>Performance Standard:</b> 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 Construction of Nourishment**

#### **Deliverable A:**

Final project completion certificate or pay surveys for beach nourishment project performed by Weeks Marine, LLC. Project costs include initial bid tabulation plus one change order which total \$10,534,029. Previous billings paid from contract 08PB1 total \$4,353,372 with a portion paid for by a Federal Emergency Management Agency (FEMA) grant. Remaining billings total \$6,180,657.

Total cost \$6,180,657 including a FEMA remaining balance cost share of \$515,249 (DEP cost \$2,832,704). Due date September, 2011.

### **3.2 Mitigation Reef and Nourishment Tasks**

#### **Deliverable A:**

Delivery of twenty (20) pre-fabricated artificial reef modules constructed by Holeman Homes, Inc. Certification of completion required for payment. This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$40,000 of which \$20,000 is eligible (DEP cost \$10,000). Due date November, 2011.

#### **Deliverable B:**

Final project completion certificate for the deployment of twenty (20) pre-fabricated artificial reef modules by M&J Construction. This scope includes work not associated with the project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$847,258 of which \$636,790 is eligible (DEP cost \$318,395). Due date January, 2012.

#### **Deliverable C:**

Final report for construction phase turbidity monitoring by Applied Technology and Management (ATM). Task includes the initial and a supplemental scope of work.

Total cost \$176,100 (DEP cost \$88,050). Due date September, 2011.

#### **Deliverable D:**

Final report for construction phase biological monitoring of hardbottom communities adjacent to borrow areas by Applied Technology and Management (ATM). Task includes initial and supplemental scopes of work. Final report will include a digital copy of the reef edge video survey.

Total cost \$158,282 (DEP cost \$79,141). Due date September, 2011.

#### **Deliverable E:**

Final geotechnical report for construction phase sediment grain-size analysis required for permit compliance by Scientific Environmental Applications (SEA), Inc. Copies of laboratory raw data required upon request.

Total cost \$4,254 (DEP cost \$2,127). Due date September, 2011.

#### **Deliverable F:**

Installation of three (3) permit-required navigation buoys to mark mitigation reef locations for swimmers and boaters. Reimbursement is for the cost of buoys supplied by West Marine. Installation by Palm Beach County is included. Certification of completion in the form of a written correspondence from Palm Beach County is required for payment. Certification of completion must include date of buoy installation. This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$1,414 of which \$708 is eligible (DEP cost \$354). Due date September, 2011.

Deliverable G:

Immediate post-construction tilling and escarpment removal by Hardrives, Inc. Certification of completion required for payment.

Total cost \$5,504 (DEP cost \$2,752). Due date September, 2011.

Deliverable H:

*Future construction allocation. Pending scopes of work included under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.*

Total cost \$2,725,722 (DEP cost \$1,362,861). Due date March, 2013.

**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 which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the project area and with the Department's Regional Coastal Monitoring Program.

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

**4.1**

**2009 Marine Turtle Nesting**

Deliverable A:

Final report for the 2009 annual marine turtle monitoring by Loggerhead Marinelife Center. Previous billings were paid from contract 08PB1 with cost sharing from a Federal Emergency Management Agency (FEMA) grant. This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$16,142 including a FEMA remaining balance cost share of \$14,124 (DEP cost \$1,009). Due date September, 2011.

**4.2**

**Continuing Monitoring Services**

Deliverable A:

2010 annual report detailing quarterly offshore turtle monitoring performed by InWater Research Group (IRG). This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$12,048 of which \$4,016 is eligible (DEP cost \$2,008). Due Date September, 2011.

Deliverable B:

2011 annual report detailing quarterly offshore turtle monitoring performed by In Water Research Group (IRG). This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$12,408 of which \$4,136 is eligible (DEP cost \$2,068). Due date April, 2012.

Deliverable C:

2012 annual report detailing quarterly offshore turtle monitoring performed by InWater Research Group (IRG). This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$12,780 of which \$4,260 is eligible (DEP cost \$2,130). Due date April, 2013.

**Deliverable D:**

2010 annual aerial survey report including copies of digital aerial photography files performed by BAE Sytems. This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$99,359 of which \$5,666 is eligible (DEP cost \$2,833). Due date April, 2011.

**Deliverable E:**

2011 annual aerial survey report including copies of digital aerial photography files by Woolpert, Inc. This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$75,733 of which \$4,320 is eligible (DEP cost \$2,160). Due date April, 2012.

**Deliverable F:**

2010 annual marine turtle monitoring and nesting report performed by Loggerhead Marinelife Center. Notices to Proceed were issued by Palm Beach County authorizing additional work required during the course of this monitoring. This additional work increased total costs. This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$180,304 of which \$140,726 is eligible (DEP cost \$70,363). Due date September, 2011.

**Deliverable G:**

2011 annual marine turtle monitoring and nesting report performed by Loggerhead Marinelife Center. If Notices to Proceed are issued by Palm Beach County authorizing additional work, this task must be amended for funding supplement. This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$133,020 (DEP cost \$66,510). Due date July, 2012.

**Deliverable H:**

2010 physical monitoring surveys including copies of raw survey data in required digital format performed by Applied Technology and Management (ATM). This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$76,662 of which \$7,802 is eligible (DEP cost \$3,901). Due date September, 2011.

**Deliverable I:**

2011 physical monitoring surveys including copies of raw survey data in required digital format performed by Applied Technology and Management (ATM). This scope includes work not associated with this project. Only a portion of the total cost is eligible for reimbursement.

Total cost \$60,113 of which \$7,740 is eligible (DEP cost \$3,870). Due date April, 2012.

**Deliverable J:**

2010 Annual physical monitoring report including beach profile data analysis and hardbottom analysis by Applied Technology and Management (ATM).

Total cost \$19,692 (DEP cost \$9,846). Due date December, 2011.

**Deliverable K:**

2011 Annual tilling and escarpment removal performed by Eastman Aggregate Enterprises. Certification of completion required for payment.

Total cost \$7,520 (DEP cost \$3,760). Due date January, 2012.

**Deliverable L:**

*Future monitoring allocation. Pending scopes of work included under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.*

Total cost \$717,982 (DEP cost \$358,991). Due date December, 2013.

Deliverable due dates in the Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The due dates do not necessarily correspond with permit compliance reporting requirements.

**All Tasks are Contractual Services**