

Marina Maintenance Dredging and Spoil Disposal Permitting

SPECIFIC AUTHORIZATION

NO. 1

Pursuant to the provisions contained in the "Agreement for Professional Engineering Services" between the City of Fort Pierce (hereinafter referred to as "CITY") and Tetra Tech, Inc. (Hereinafter referred to as "ENGINEER") dated _____ day of, authorizes the ENGINEER to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires engineering additional services related to, hereinafter referred to as the "Project".

This Project is ___ is not X an FDOT funded project.

Tetra Tech understands that the City would like to maintenance dredge the marina and its associated ingress/egress channel. We further understand that if possible the City would like to piggy back on any potential FIND contracts and dispose of the dredge spoils onto the beach if possible. Other possibilities discussed included using the material for erosion repairs to the islands especially on the eastern beaches between the groins or disposing in an alternate upland site.

The City may under exemption dredge back to planned design depth if the dredge spoil is deposited on uplands outside of the Indian River lagoon.

With this understanding in mind, Tetra Tech recommends the following tasks to complete the required project.

Section 1 - Scope of Work

Task 1- Soil Sampling

Tetra Tech will collect 4 sediment samples, 2 each from the marina basin and the ingress channel. The samples will be processed for sediment grain size and organic content to determine suitability for disposal onto the beaches of the islands.

Task 2 – Agency Consultation

Tetra Tech will coordinate with FIND, FDEP, and USACE concerning the dredging and disposal of material from the marina to gain their thoughts on the various options of disposing of the dredge material.

Task 3– Permitting

There are three (3) possible scenarios for dredge spoil disposal: placement in on any upland site outside of the IRL, placement onto the Island breakwater, and placement onto the beach, each with its own permitting requirements.

Disposal of the material on the beach will require an individual permit from the FDEP and USACE which may be expensive and time consuming; however, we maybe be able to modify the FIND project footprint to include the marina and ingress channel reducing overall time and cost. This option would not be cost effective without the additional material be sent to the beach by FIND.

Placement of the dredge materials on the Island breakwater beaches between the groins may also need a permit. The level of the permitting effort is somewhat unknown but will be easier than placement of the material on the beach if an individual permit is required. The State will be concerned about turbidity and the protection of the created habitats.

The third option is disposal of the material in fully contained upland site. This option does not need a permit as long as certain standard conditions are adhered to including manatees and turbidity.

Assumptions:

The current estimate provided for Task 3 only covers options for upland disposal and placement on the breakwater islands. Additional costs may be incurred if the beach disposal option is pursued, but the amount is currently unknown until Task 2 has been completed.

Section 2 Deliverables:

Task 1- Soil sample test results

Task 2- Memorandum summarizing discussions with Agency staff

Section 3 - Time of Performance

Execution of this AGREEMENT shall constitute Notice to Proceed. ENGINEER and CITY agree to the following schedule:

Section 4 - Method and Amount of Compensation

- 4.1 CITY will compensate ENGINEER for services under this AGREEMENT in accordance with the payment method as set forth in Section 2 of the AGREEMENT. Services under this authorization will be compensated on time and materials basis not to exceed the proposed budget in accordance with the rates established in the Professional Services Agreement.

4.2 The budget (or fee) for the required services is: \$16,411 prorated as follows:

Task 1- Soil Sampling- \$ 2,375
Task 2- Agency Consultations- \$ 1,179
Task 3- Permitting – \$12,857.00

Section 5 - CITY's Responsibilities

CITY hereby designates Engineer or designee as CITY's representative pursuant to Section 5 of the AGREEMENT.

Section 6 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference.

IN WITNESS WHEREOF, this AGREEMENT, consisting of four pages, has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

THE CITY OF FORT PIERCE

By: _____

_____ . Mayor

Date: _____

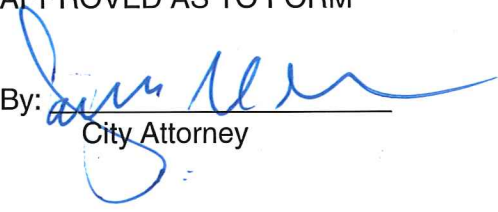
ENGINEER:

By:  _____

Brian Proctor

Title: VP SE Operations, CES

APPROVED AS TO FORM

By:  _____
City Attorney