

**AMENDMENT NO. 5 TO CONTRACT NO. 2012000050  
AGREEMENT BETWEEN CHARLOTTE COUNTY  
and  
COASTAL ENGINEERING CONSULTANTS, INC.  
for  
STUMP PASS TEN-YEAR MANAGEMENT PLAN**

**THIS AMENDMENT NO. 5** to Contract No. 2012000050 ("Amendment"), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (the "County") and COASTAL ENGINEERING CONSULTANTS, 3106 South Horseshoe Drive, Naples, Florida 34104-6137 (the "Consultant").

**WITNESSETH**

**WHEREAS**, the County issued Request for Proposal ("RFP") No. 2012000050 to retain a Consultant to provide a ten-year beach and inlet management plan for Stump Pass to include, but not be limited to, an alternative analysis, design, permitting, construction support, and monitoring (the "Project"); and

**WHEREAS**, through a selection and negotiation process conducted in accordance with the requirements of law and County policy, the County determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of professional services associated with the Stump Pass 10-Year Management Plan Project; and

**WHEREAS**, the parties entered into Contract No. 2012000050 (the "Contract") on or about April 16, 2012, for Consultant to provide consulting services for the Project; and

**WHEREAS**, the parties entered into *Amendment No. 1* to the Contract on or about October 18, 2012, to acquire additional consulting services as a result of the impact of Tropical Storm Debby in June of 2012 which impacted the coastline resulting in beach erosion, channel shoaling, and the loss of natural resources and habitats; and

**WHEREAS**, the parties entered into *Amendment No. 2* to the Contract on or about February 13, 2014, to acquire additional services relating to the 2014 Annual Monitoring, including Physical and Biological Monitoring; and

**WHEREAS**, the parties entered into *Amendment No. 3* to the Contract on March 10, 2015, to acquire additional surveying and consulting services, to perform the 2015 Annual Monitoring and for other services; and

**WHEREAS**, the parties entered into *Amendment No. 4* to the Contract on June 14, 2016, to acquire additional services relating to the Erosion Control Project, to perform the 2016 Annual Monitoring, and for other services; and

**WHEREAS**, re-scoping of the Project has eliminated the need for offshore borrow areas and the parties desire to delete Task 1 C from the Project Scope and reduce the Project Fees as set forth in **Exhibit A**, "Charlotte County 10-Year Beach and Inlet Management Plan, 2016-2017 Construction Services Scope", page 2, Professional Fee Summary, attached; and

**WHEREAS**, the County desires to acquire additional Project Services from Consultant, to include assisting the County in administering extended environmental monitoring which is required in accordance with Project permits for shorebirds and seagrasses, as set forth in **Exhibit A**, for the compensation provided in **Exhibit A** – Professional Fee Summary, resulting in a zero-dollar Amendment; and

**WHEREAS**, Consultant desires to provide said services in accordance with this Amendment No. 5, the Contract and other Contract Amendments.

**NOW, THEREFORE**, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

#### **ARTICLE I** **INCORPORATION / COMPENSATION / SERVICES**

1.1 The above Recitals are hereby incorporated herein and made a part of this Amendment.

1.2. The provisions of **Exhibit A**, "Charlotte County 10-Year Beach and Inlet Management Plan, 2016-2017 Construction Services Scope" are attached hereto and incorporated into and made a part of this Amendment.

1.3. Consultant shall provide the services in this Amendment and **Exhibit A**.

1.4. The County shall pay Consultant an amount not to exceed One Hundred Four Thousand Eight Hundred Thirty-Four Dollars (\$104,834.00) to perform the services, as amended in accordance with the terms of this Amendment and **Exhibit A**.

#### **ARTICLE II** **MISCELLANEOUS**

2.1 Any terms used in this Amendment shall have the same meanings and definitions as they have in the Contract.

2.2 All other provisions of the Contract and prior Amendments not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year written below.

WITNESSES:

Signed By: Victoria Smith

Print Name: Victoria Smith

Date: 4/26/17

Signed By: Arthur C. Makkhan

Print Name: ARTHUR C. MAKKHAN

Date: 4-26-17

COASTAL ENGINEERING CONSULTANTS, INC.

Signed by: [Signature]

Print Name: MICHAEL POFF

Title: PRESIDENT

Date: 4-26-17

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: Michelle D. Beaudine  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: William G. Truex  
William G. Truex, Chairman

Date: April 25, 2017



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney

LR 17-0247 [Signature]

Exhibit List:

Exhibit A – Charlotte County 10-Year Beach and Inlet Management Plan, 2016-2017 Construction Services Scope

## **Exhibit A**

### **Charlotte County 10-Year Beach and Inlet Management Plan 2016-2017 Construction Services Scope Amendment**

CEC File No. 16.001

February 27, 2017

Coastal Engineering Consultants, Inc. (Engineer) current approved scope is to assist Charlotte County (County) administer the construction of the Erosion Control Project from award of bid through the final acceptance of the Project by the County and permit agencies. As the Project was rescope and rebid the commencement of construction was rescheduled for Spring 2017. Extended environmental monitoring is required in accordance with the Permits for shorebirds and seagrasses. Under this Amendment, these existing tasks are extended accordingly. As the rescoping of the Project eliminated the need for the offshore borrow areas at this time, it is proposed to transfer the funds among existing tasks resulting in a zero dollar amendment. The changes are bolded. There are no changes to the deliverables.

#### **TASK 1 PHYSICAL MONITORING AND CONSTRUCTION PAY SURVEYS**

**C. Offshore Borrow Area Surveys:** Transfer the funds into Tasks 2A and 2C to cover the extended monitoring, and the balance into Task 9.

**D. Navigation Channel Surveys:** Conduct pre- and post-construction surveys of Stump Pass and MWH adjacent to the inlet. Bathymetric surveys shall be conducted along each cross-section at 100 foot intervals and three longitudinal profiles, along the centerline and at 150 foot offsets to either side. The northern and southern limits of the survey shall extend approximately 600 feet beyond the permitted template, or to the limits of the ebb/flood shoals, whichever is greater.

#### **TASK 2 BIOLOGICAL MONITORING**

**2A. Seagrass Surveys:** Conduct the Summer 2016 and Summer 2017 seagrass surveys and prepare and submit the monitoring reports in accordance with the approved Seagrass Monitoring Plan described in Joint Coastal Permit 0194790-017-JC, Condition 26.

**2C. Shorebird Monitoring:** Retain Shorebird Consultants to conduct the Permit required monitoring and reporting during construction. Daily monitoring for nesting shorebirds shall begin 10 days prior to construction, or **February 15, whichever is later**. Data entry shall be completed weekly. Daily monitoring shall continue through construction or end of breeding; then continue weekly until August 31 or the end of breeding whichever is later. Assist with establishing Permit required buffers and travel corridors. Provide technical support services for the County by reviewing and commenting on the Shorebird Consultants' implementation of the monitoring and reporting. Arrange and attend one (1) meeting with the County and Shorebird Consultants. Prepare graphics showing nesting locations and similar information derived from Shorebird Consultants reports. The budget is based on beach fill activities beginning **February 15, 2017**.

#### **TASK 9 CONTINGENCIES**

Due to the complex nature of the work involving marine environments, it is anticipated that additional work may be necessary such as data collection, permitting, stakeholders meetings, or agency coordination. A contingency budget is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the County Project Manager prior to conducting the additional work.

**Charlotte County 10-Year Beach and Inlet Management Plan**  
**2016-2017 Construction Services Scope**

---

**PROFESSIONAL FEE SUMMARY**

<b>TASK</b>	<b>ORIGINAL</b>	<b>AMENDED</b>
1C Offshore Borrow Area Surveys	\$ 45,716	\$ 0
2A Seagrass Surveys	\$ 15,026	\$ 30,052
2C Shorebird Monitoring	\$ 15,778	\$ 36,278
9 Contingencies	\$ 28,314	\$ 38,504
<b>TOTAL</b>	<b>\$104,834</b>	<b>\$104,834</b>