

**AMENDMENT NO. 8 TO CONTRACT NO. 2012000050  
AGREEMENT BETWEEN CHARLOTTE COUNTY  
and  
COASTAL ENGINEERING CONSULTANTS, INC.  
for  
STUMP PASS TEN-YEAR MANAGEMENT PLAN**

**THIS AMENDMENT NO. 8** 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, 28421 Bonita Crossings Boulevard, Bonita Springs, Florida 34135 (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 or about 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 or about 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**, the parties entered into *Amendment #5* to the Contract on April 26, 2017, re-scoping the Project through the reduction of certain Tasks and the addition of additional Tasks related to extended environmental monitoring for shorebirds and seagrass; and

**WHEREAS**, the parties entered into *Amendment #6* to the Contract on July 13, 2018, for additional Project services to assist the County in completing the first year monitoring services for the 2017 Erosion Control Project and to reallocate Project Fees from unnecessary Tasks to new Project Tasks; and

**WHEREAS**, the parties entered into *Amendment #7* to the Contract on May 30, 2019, to include additional services including construction administration of the Erosion Control Project specific to the South Beach Fill (SBF) on Knight-Don Pedro Island and continued monitoring of the Stump Pass Navigation Channel; and

**WHEREAS**, due to certain project rescoping, the completion of certain tasks under budget and a reduction in the number of seagrass surveys needed, the parties desire to delete certain tasks from the Project Scope and reduce Project Fees as set forth in **Exhibit A**; and

**WHEREAS**, the County desires to add additional services relating to the completion of the third-year monitoring for the 2017 Erosion Control Project and to provide design services for the 2021 Stump Pass Dredging and Post-Storm Recovery Beach Renourishment Project as set forth in **Exhibit B**; and

**WHEREAS**, Consultant desires to provide said services in accordance with this Amendment No. 8, 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 **Exhibits A**, Budgets Available for Transfer and **B**, Charlotte County 10-Year Beach and Inlet Management Plan, 2020-2021 Stump Pass Services, are attached hereto and incorporated into and made a part of this Amendment.

1.3. The Project services are amended and the contract price is reduced by a total of Forty Thousand Five Hundred Sixty-Three Dollars and no cents (\$40,563.00), as set forth in **Exhibit A**.

1.4. Consultant shall provide the additional services in this Amendment as set forth in **Exhibit B**.

1.5. The County shall pay Consultant an amount not to exceed One Hundred Twenty-Three Thousand Nine Hundred Fifty-Eight Dollars and no cents (\$123,958.00), in accordance with the terms of this Amendment and **Exhibit B** for these additional Project services, for a total Contract increase of Eighty-Three Thousand Three Hundred Ninety-Five Dollars and no cents (\$83,395.00).

1.6. The services provided for in **Exhibit B** will run concurrently with other Contract services and will not affect the term of the Contract, as amended.

## **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment #8 as of the date and year written below.

WITNESSES:

COASTAL ENGINEERING  
CONSULTANTS, INC.

Signed  
By: Karen J. Taylor

Print Name: Karen J. Taylor

Date: 6/16/2020

Signed  
By: Donna R. Benfield

Print Name: Donna R. Benfield

Date: 6/16/20

Signed by: [Signature]

Print Name: MICHAEL ROSE

Title: PRESIDENT

Date: 6/16/20

ATTEST:

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

By: Michelle S. Buadine  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

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

Date: June 29, 2020

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR 20-0381

Exhibit List:

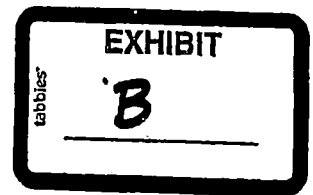
Exhibit A – Budgets Available for Transfer

Exhibit B – Charlotte County 10-Year Beach and Inlet Management Plan 2020-21

Stump Pass Services, Fees

2012000050 Budgets Available for Transfer	CEC File No	CEC Task No	Amount	Billed to Date	Balance	Rounded	Comment
Amendment 3	15.001	Task					
		2A	\$4,808.00	\$0.00	\$4,808.00	\$4,808	No Fill Placed North of Stump Pass Park, DEP did not require ECL
		2B	\$19,356.00	\$0.00	\$19,356.00	\$19,356	No Fill Placed North of Stump Pass Park, DEP did not require ECL
	Total		\$24,164.00	\$0.00	\$24,164.00	\$24,164	
Amendment 4	16.001	Task					
		1A	\$6,408.00	\$4,038.75	\$2,369.25	\$2,369	CEC completed survey control under budget
		3E	\$8,952.00	\$6,286.09	\$2,665.91	\$2,665	CEC completed pay application reviews under budget
		3F	\$4,178.00	\$2,995.00	\$1,183.00	\$1,183	CEC completed change order and contract mods under budget
	Total		\$19,538.00	\$13,319.84	\$6,218.16	\$6,218	
Amendment 6	18.001	Task					
		11A	\$15,196.00	\$5,014.68	\$10,181.32	\$10,181	CEC negotiated with DEP to reduce number of seagrass surveys
	Total		\$15,196.00	\$5,014.68	\$10,181.32	\$10,181	
Transfer Total					\$40,563.48	\$40,563	





## **Charlotte County 10-Year Beach and Inlet Management Plan**

### **2020-21 Stump Pass Services**

**CEC File No. 20.001**

**April 20, 2020**

The scope of services presented herein is designed for Coastal Engineering Consultants, Inc. (Engineer) to assist Charlotte County (County) complete the third-year monitoring services for the 2017 Erosion Control Project; and to provide the Design services for the 2021 Stump Pass Dredging and Post-Storm Recovery Beach Renourishment Project. Payment for services shall be made on a monthly basis on a percent complete basis. Fees for individual tasks shall not be exceeded.

#### **MONITORING SERVICES**

##### **TASK 1 THIRD ANNUAL PHYSICAL MONITORING**

All survey and monitoring activities as described herein shall be conducted and provided in accordance with the approved Physical Monitoring Plan (PMP) and latest update of the Florida Department of Environmental Protection (FDEP) Monitoring Standards for Beach Erosion Control Projects.

**A. Beach Profiles:** Conduct monitoring survey of the FDEP reference monuments R16 through R28, twelve (12) additional lines near Stump Pass, and Mean High Water (MHW) surveys from R16 through R28 (inlet shorelines). The profile alignments shall be identical to the azimuths previously established for each monument. All R-monument beach profiles shall extend seaward 3,000 feet from the Mean High Water (MHW) or to a depth of -30 feet NAVD88, whichever is less, with the exception of R22 to R28 which shall be 5,000 feet from MHW to cover the shoal.

**B. Navigation Channel:** Conduct monitoring survey 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.

**C. Aerial Photography:** Take aerial photography of the beach concurrently with the monitoring survey; as close to the date of the beach profile survey as possible, and during approximate low water tide on that date. The limits of the photography shall include from R16 through R28.

**D. Hydraulic Monitoring:** Conduct hydraulic monitoring concurrently with the monitoring survey. The monitoring shall include measuring the tidal amplitudes on Lemon Bay and the Gulf of Mexico and measuring the current velocities in the channel throat for a full spring tidal cycle. The channel throat cross-section, depth and length shall be measured in the field as part of the monitoring. Three (3) channel sections shall be monitored to help bracket the throat recognizing it may not be obvious where the critical section is located.

##### **TASK 2 THIRD ANNUAL BIOLOGICAL MONITORING**

**A. Seagrass Survey:** Conduct the pre-construction seagrass survey and prepare and submit the monitoring report in accordance with the approved Seagrass Monitoring Plan described in Joint Coastal Permit 0194790-017-JC, Condition 26.

**B. 2021 Shorebird Monitoring:** Retain Shorebird Consultants to conduct the Permit required monitoring and reporting for the 2021 nesting season and assisting with establishing Permit required signage and marking between R22 and R28. Provide technical support services for the County through the

**Charlotte County 10-Year Beach and Inlet Management Plan  
2020-2021 Stump Pass Services Scope**

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Shorebird Consultants' implementation of the monitoring, reporting, and signage. 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.

**TASK 3      THIRD ANNUAL MONITORING REPORT**

Prepare and submit to the agencies the Third Annual Monitoring Report. The Report shall include a summary of the work completed; beach profile and channel surveys; shoreline and volume calculations to define the volumes excavated and placed; aerial photography; survey data and deliverables; and identification of adverse impacts attributable to the Project. The Report shall serve as the baseline for future monitoring surveys and comparative reviews of Project performance to performance expectations.

**DESIGN SERVICES**

**TASK 4      FINAL DESIGN AND BID PROCESS**

Utilizing the 2020 monitoring survey, prepare the final design drawings in the form of 11" x 17" construction plans. The construction plans will include location map; vicinity map; plan views depicting beach fill, borrow area, construction access and staging area, pipeline corridors, and transport corridors; cross sections depicting dredge templates and beach fill templates; survey control; and environmental protection measures.

Prepare detailed construction specifications including description of work, special terms and conditions, quantity estimates, bid schedules, and technical specifications. The technical specifications will include order of work; construction standards for dredging, excavation, fill transport, fill placement, and environmental protection. Prepare Final Opinion of Probable Construction Cost. Review the County's standard general conditions, and instructions to bidders, and prepare for review and approval by the County, special provisions, bid forms, and other related documents for inclusion in the Bid Documents.

Assist the County coordinate a one-time bid process. Attend and present the Project at the pre-bid meeting. Assist the County prepare and issue addenda as appropriate to interpret, clarify or expand the Bid Documents. Assist the County obtain bids from dredging contractors. Assist the County evaluate the bids and make a recommendation for award to the lowest responsive bidder.

Assist the County evaluate opportunities with the dredging contractor to provide cost savings, assist the County negotiate the terms and conditions of the construction contract with the dredging contractor, and assist the County issue Notice of Award and Notice to Proceed. If the County engages in negotiations with the dredging contractor, assist the County with respect to technical and engineering issues that arise during the negotiations.

Based upon the agency requirements, prepare and assemble the attachments and supporting documents and submit the pre-construction submittals to the DEP. CEC shall coordinate with the County and DEP to address one round of questions, edit the documents, and submit final versions for approval.

**PROJECT MANAGEMENT, FUNDING AND CONTINGENCIES**

**TASK 5      SPNC PROJECT ADMINISTRATION**

Attend and serve as the County's representative for four (4) stakeholder meetings including but not limited to the Beaches and Shores Committee, Board of County Commissioners, Marine Advisory Committee, and

**Charlotte County 10-Year Beach and Inlet Management Plan  
2020-2021 Stump Pass Services Scope**

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Parks and Recreation Committee. Provide technical support services for the County specific to stakeholder coordination. Manage and coordinate the team's internal efforts. Maintain informal contact with the County and FDEP via email and phone calls.

**TASK 6      SPNC FUNDING COORDINATION**

Prepare and submit the quarterly monitoring reports specific to the SPNC to DEP for FY20-21.

**TASK 7      SPNC 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.

**COUNTY RESPONSIBILITIES**

The scope of services and budget are based on the County providing the following:

- Nesting Sea Turtle Monitoring and Reporting
- Shorebird Signage, Posting, and Roping materials
- Shorebird Education Materials.

**DELIVERABLES**

For all specified deliverables, CEC shall prepare and submit to the County a draft deliverable in electronic format (e.g., pdf file). CEC shall review the draft deliverable with the County, make one-round of revisions as may be identified by the County, and submit one (1) hard copy and one (1) digital copy in the appropriate formats (e.g. Word, Excel, PowerPoint, AutoCAD, shape file, etc.) of all deliverables to the County. The Deliverables are specific to the SBF. When tasks overlap with MKBF or SPNC, the budget is shared between the tasks. The following is a list of deliverables to be provided.

**Task 1A**

- Beach Profile Survey Field Notes
- Beach Profile Survey Plots
- Beach Profile Data Files

**Task 1B**

- Navigation Channel Survey Field Notes
- Navigation Channel Cross Section Plots
- Navigation Channel Survey Data Files

**Task 1C**

- Aerial Photographs and Survey Report
- Sea Turtle Monitoring Nest Location Aerial Exhibits

**Task 1D**

- Inlet Hydraulic Survey Field Notes



**Charlotte County 10-Year Beach and Inlet Management Plan**  
**2020-2021 Stump Pass Services Scope**

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- Inlet Hydraulic Parameters and Plots

**Task 2A**

- 2020-21 Pre-Construction Seagrass Survey Monitoring Report

**Task 2B**

- 2021 Shorebird Daily Monitoring Reporting
- 2020 Nesting Shorebird Annual Monitoring Report and Nest Location Aerial Exhibits

**Task 3**

- Third Year Monitoring Report (Draft and Final)

**Task 4**

- Construction Plans and Construction Specifications
- Final Opinion of Probable Construction Cost
- Special Provisions, Bid Schedule, and Bid Forms
- Addendum
- Recommendation of Contract Award
- DEP Pre-Construction Submittal

**Task 5**

- Stakeholder Meeting Minutes, Stakeholder Coordination Memos, & Schedule Updates (Monthly)

**Task 6**

- DEP Quarterly Reports (Quarterly)

Charlotte County 10-Year Beach and Inlet Management  
 2020-21 Stump Pass Services  
 CEC File No. 20.001  
 April 20, 2020

Task Description	
<b>TASKS</b>	<b>TOTAL</b>
<b>TASK 1 - THIRD ANNUAL PHYSICAL MONITORING</b>	<b>\$37,757</b>
1A Beach Profiles	\$8,173
1B Navigation Channel	\$9,733
1C Aerial Photography	\$6,414
1D Hydraulic Monitoring	\$13,437
<b>TASK 2 - THIRD ANNUAL BIOLOGICAL MONITORING</b>	<b>\$27,341</b>
2A Pre-Construction Seagrass Monitoring	\$15,030
2B 2021 Shorebird Monitoring	\$12,311
<b>TASK 3 - THIRD ANNUAL MONITORING REPORT</b>	<b>\$9,146</b>
Second Annual Report	\$9,146
<b>TASK 4 - FINAL DESIGN AND BID PROCESS</b>	<b>\$33,988</b>
Final Design and Bid Process	\$33,988
<b>TASK 5 - SPNC PROJECT ADMINISTRATION</b>	<b>\$5,696</b>
SPNC Project Admin	\$5,696
<b>TASK 6 - SPNC FUNDING COORDINATION</b>	<b>\$1,736</b>
DEP Quarterly Reporting	\$1,736
<b>TASK 7 - SPNC CONTINGENCIES</b>	<b>\$8,294</b>
<b>TOTALS</b>	<b>\$123,958</b>