

DEP CONTRACT No. DC664  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AMENDMENT No. 06

THIS AGREEMENT was entered into on the 27<sup>th</sup> day of June 2006, and amended on the 30<sup>th</sup> day of August 2006 (Amendment 1), the 22<sup>nd</sup> day of August 2007 (Amendment 2), the 30<sup>th</sup> day of June 2008 (Amendment 3), the 26<sup>th</sup> day of January 2009 (Amendment 4) and the 1<sup>st</sup> day of June 2009 (Amendment 5), by and between the Department of Environmental Protection with headquarters at 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, a state agency (hereinafter referred to as the "Department"), the Nassau County Board of County Commissioners as the governing body of the South Amelia Island Shore Stabilization Municipal Service Benefit Unit, a political subdivision of the State of Florida, whose address is Post Office Box 1010, Fernandina Beach, Florida 32035 (hereinafter referred to as the "County"), and Olsen Associates, Inc., with headquarters at 4438 Herschel St., Jacksonville, Florida 32210 (hereinafter referred to as the "Consultant").

The Department and County selected the Consultant to provide professional engineering services for the post construction monitoring, mitigation and maintenance of the South Amelia Island Shoreline Stabilization Project, according to the Consultants Competitive Negotiations Act, Chapter 287.055 Florida Statutes. The Request for Statement of Qualifications No. RFSOQBDC 07 05/06 and the Consultant's response are included herein by reference.

The Agreement is hereby amended as follows:

1. Amendment 5 incorrectly amended the new contract expiration date to the 27<sup>th</sup> day of June 2013. This date shall be corrected to read the 27<sup>th</sup> day of June 2012.
2. The Consultant shall continue the Permitting and Design process for Phase III of the Amelia Island Shoreline Stabilization Project as described in the Consultant's Statement of Work attached hereto as Attachment A.
3. The total contract amount shall be increased by \$115,000.00, from \$858,400.00 to \$973,400.00 to compensate the Consultant for the services described in Attachment A. The Department agrees to pay \$5,000.00 from existing project funds, and the County agrees to pay the additional \$110,000.00.
4. The County shall maintain the public beach access sites and public parking spaces, as identified in the Funding Eligibility Statement, for beach use throughout the life of the Project. If at any time the County fails to maintain the subject beach access sites and public parking for use by the general public on an equal basis, the County agrees to reimburse the Department all funds provided by the Department associated with any beach access site, or associated public parking space for which maintenance is discontinued. Additionally, the Department and County agree to maintain public beach access signs that are clearly visible from the highway for the life of the Project. The Department will be responsible for maintaining access, parking and signs at State-owned access points. And

the County will maintain access, parking and signs for the Amelia Island Shoreline Association access points.

5. Attachments.

Attachment A included as part of this Amendment.


Statement of Work: 3 pages

IN ALL OTHER RESPECTS, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have duly executed this 12th day of October, 2009.

**FOR THE CONSULTANT**

  
\_\_\_\_\_  
Authorized Person

Erik J. Olsen  
\_\_\_\_\_  
Print Name

Poes  
\_\_\_\_\_  
Title

9-25-09  
\_\_\_\_\_  
Date

59-2223174  
\_\_\_\_\_  
FEID Number

**FOR THE DEPARTMENT**

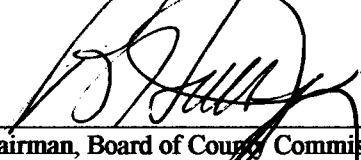
  
\_\_\_\_\_  
Scott Robinson, Assistant Director DRP

10-28-09  
\_\_\_\_\_  
Date

**Approved As To Form**

  
\_\_\_\_\_  
Department Assistant General Counsel

**FOR NASSAU COUNTY FLORIDA**  
as governing body of the South Amelia Island  
Shore Stabilization Municipal Service Benefit Unit

  
\_\_\_\_\_  
Chairman, Board of County Commissioners,  
As Chairman of the South Amelia Island Shore  
Stabilization Municipal Service Benefit Unit

Barry V. Holloway  
\_\_\_\_\_  
Print Name

10-12-09  
\_\_\_\_\_  
Date

59 168 3042  
\_\_\_\_\_  
FEID Number

~~ATTEST:~~ Attestation: Only to Authenticity  
as to Chairman's Signature:

  
\_\_\_\_\_  
Ex-Officio Clerk

*ESK 10/12/09*

John A. Crawford  
\_\_\_\_\_  
Print Name

**Approved As To Form**

  
\_\_\_\_\_  
Nassau County Attorney

David A. Hallman  
\_\_\_\_\_  
Print Name

Attachment A

**08/09 BUDGET YEAR  
STATEMENTS OF WORK**

**OVERVIEW** – The following Tasks are intended to supplement similar ongoing activities funded in the prior budget year. Most work is intended to lead up to a renourishment project in calendar year 2011. Said scopes are directed toward completion of ongoing design analyses, borrow site development, environmental analyses, etc. and associated completion of permitting (State and Federal).

**I. SCOPE**

**TASK 2.0 DESIGN & PERMITTING (08/09)**

**2.3b Design Development**

The CONSULTANT has utilized previously collected annual monitoring data to act as the preliminary design survey to aid in the initial beach fill design and permitting effort.

Subsequently, the CONSULTANT shall continue to re-evaluate previous coastal engineering investigations or studies of the S. Amelia Island shorefront, nearshore dynamics and Nassau Sound to reconfirm the beach nourishment needs, locations, and quantities. CONSULTANT shall formulate designs of fill placement and configuration based on current economic, environmental, and physical conditions, including available fill material quantity and quality, consistent with the identified needs. Existing and potentially new environmental resource conditions or constraints shall likewise be accommodated. The latter will be continually evaluated by an environmental subcontractor and addressed in the Permit RAI process

CONSULTANT shall continue to determine beach fill dimensions, volumes, and configurations that will be considered in the evaluation of project benefits sufficient to satisfy the requirements of the two (2) co-sponsors. Fill dimensions and design shall also be formulated using avoid and minimization techniques (if applicable) with consideration of environmental resource impacts.

CONSULTANT shall perform preliminary cost estimates for acquisition and placement of sand on the beaches from the selected borrow area. CONSULTANT shall use estimating procedures which are in accord with acceptable Standards of Practice.

Segmentation of the borrow area will be considered for both economic and sediment quality optimization purposes.

CONSULTANT shall continue to consider changes within Nassau Sound and surrounding environs for purposes of identifying potential areas of environmental or physiographic sensitivity which could affect project design or feasibility.

CONSULTANT shall likewise consider third party sources (*i.e.*, F.I.N.D.) of sediment which can be utilized to reduce project sediment volume needs and concurrently improve overall project performance and economics. CONSULTANT shall coordinate with the FPS regarding beach disposal operations which could affect the Amelia Island State Park.

### **2.3c Permitting/Easements/Regulatory Liaison**

The CONSULTANT shall complete processing of a Joint Coastal Permit (JCP) application with the Florida FDEP and USACOE. As a result of an anticipated summer construction window, a Section 7 Endangered Species Consultation will be required with the USF&WS. It is likewise probable that Consultation will be required for Piping Plover since a portion of Nassau Sound is designated habitat.

The permit process must take into consideration a Shore Bird Management Plan formulated for Amelia Island State Park since construction of the 2002 beach fill as well as any updates in the existing Park Management Plan. In this regard guidance will be sought from either Park or District personnel as to operational preferences during construction and in particularly contractor mobilization through Park property.

The CONSULTANT shall formulate and negotiate QA/QC Plan(s) acceptable to the Dept. and a contractor mobilization/demobilization plan acceptable to the Florida Park Service (FPS) and others. Mitigation of infrastructure impacts may be required.

The CONSULTANT shall complete the application process with the Board of Trustees of the Internal Improvement Trust Fund (BTITF) for Easements and/or Consent of Use instruments for sand fill areas, and the borrow site located on sovereign submerged lands.

### **2.3d Environmental Assessment/Agency Liaison**

Based upon the Environmental Assessment document prepared by a qualified environmental subcontractor, that firm will assist the CONSULTANT in the RAI process. This will include direct intervention or liaison with both State and Federal regulatory agencies. The subcontractor shall address the majority of all non-engineering

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issues with appropriate management and guidance by the CONSULTANT. All meetings  
with regulatory staff will include personnel of the CONSULTANT.

**II. COSTING SUMMARY:**

**2.0 DESIGN & PERMITTING**

**2.3 Design & Permitting (08/09)**

Task 2.3(b)	\$60K
Task 2.3(c)	\$40K
Task 2.3(d)	<u>\$15K</u>

TOTAL: \$115K