

**DEP AGREEMENT No. DC839
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AMENDMENT 9**

THIS AGREEMENT was entered into on the 5th day of August, 2008 and subsequently amended by Amendment #1 through Amendment #8, incorporated herein by reference, by and between, the Florida Department of Environmental Protection with headquarters at 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, a state agency ("Department"), the Pinellas County Board of County Commissioners, 315 Court Street, Clearwater, Florida 33756, a Florida local governmental entity ("County"), and Humiston & Moore Engineers, P.A., with headquarters at 5679 Strand Court, Naples, Florida 34110, a Florida Profit Corporation ("Consultant").

RECITALS

WHEREAS, the Consultant was awarded an Agreement to provide Coastal Engineering services for the Honeymoon Island State Park Beach Stabilization and Re-nourishment Project ("Project") which includes performance duties for Post-Construction Monitoring for Phase II of the Project. The previous Agreement Amendments, the Request for Statement of Qualifications No. RFSOQBDC 02 06/07, and the Consultant's responses thereto are incorporated herein by reference.

WHEREAS, the Phase II Post-Construction monitoring requirements as mandated by the U.S. Army Corps of Engineers ("Corps") and the Department's Consolidated Joint Coastal Permit ("JCP") requires monitoring beyond the initial renewal end date of August 4, 2018. Therefore, this Agreement shall continue in a series of six-month extensions pursuant to §287.057(12), due to events beyond the control of the Consultant.


NOW, THEREFORE, this Agreement is hereby amended as follows:

1. This Agreement is hereby extended from February 4, 2019, to August 4, 2019 pursuant to §287.057 (12) due to events beyond the control of the Consultant to allow completion of the required reporting at sixty (60) months, for Phase II Post Construction Monitoring, as more fully described within the Corps and JCP permits, and the Consultant's Physical Monitoring Plan updated April 9, 2015; DEP File 0249602-006-JC, approved by both the Department and the County, each incorporated herein by reference.
2. The maximum total fixed price of \$1,311,912.24 shall be paid to the Consultant per the Agreement's terms and conditions and remains the same as previously stated within Amendment #8, Paragraph (3.), which is incorporated herein by reference.

3. It is acknowledged and accepted by all parties, that in each and every respect, the terms of this Agreement as previously amended and hereby, shall remain unchanged and in full force and effect, and the same are hereby ratified, approved and confirmed, by the Department, the County and the Consultant as of the date of this Amendment.
4. It is acknowledged and accepted by all parties that this Amendment is binding upon the Department, County and Consultant, and their successors and assigns.

The parties have caused this Amendment to be duly executed the day and year last written below.

FOR THE CONSULTANT



 Principal, or Designee

Brett D. Moore, P.E.
 Print Name Humiston & Moore Eng.

President

 Title

1-29-2019

 Date

65-0262357

 FEID Number

FOR THE COUNTY

 Pinellas County Administrator, or Designee

Barry A. Burton

 Print Name

County Administrator

 Title

 Date

FOR THE DEPARTMENT

 Signature of Secretary, or Designee
 Florida Department of Environmental Protection

 Print Name

 Title

 Date

APPROVED AS TO FORM AND LEGALITY

Carolin Ciarlariello, Esq. 1/29/2019

 Department Attorney

APPROVED AS TO FORM AND LEGALITY

 County Attorney