

**AMENDMENT #6 TO CONTRACT NO. 2005000193**

**AGREEMENT BETWEEN CHARLOTTE COUNTY AND  
COASTAL ENGINEERING CONSULTANTS, INC.  
FOR ENGINEERING SERVICES FOR PIRATE HARBOR WATERWAY**

THIS AMENDMENT No. 6 to Contract No. 2005000193 (the "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 (hereinafter referred to as County), and COASTAL ENGINEERING CONSULTANTS, INC., 3106 South Horseshoe Drive, Naples, Florida 34104 (hereinafter referred to as Consultant).

**WITNESSETH**

WHEREAS, the parties entered into Contract No. 2005000193 (the "Contract") on August 11, 2005, for Consultant to provide engineering services for the Pirate Harbor Waterway (hereinafter the "Project") for the Charlotte County Public Works Department, in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Contract No. 2005000193 has been amended on subsequent occasions to provide additional engineering services needed for the Pirate Harbor Waterway; and

WHEREAS, County desires to acquire additional engineering services for the Project from Consultant relating to Seagrass Mitigation and an RAI response, and Consultant desires to provide said additional services in accordance with the Contract, Consultant's proposal, subsequent negotiations and this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, County and Consultant wish to amend the Contract to provide for the aforementioned additional engineering services for the Project.

**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 this Amendment and Exhibit A, titled, *Supplemental Scope of Work Pirate Harbor Seagrass Mitigation and RAI Response*, dated September 14, 2016, attached hereto, are specifically incorporated into, and made a part of, the Contract.

1.3. This Amendment shall consist of the services which Consultant agrees to perform in accordance with the terms found in this Amendment, the attached Exhibit A, and the Contract.

1.3.1. County agrees to pay to Consultant an amount not to exceed Twenty-Four Thousand, Nine Hundred and Eight Dollars (\$24,908.00) to perform those services listed in the attached Exhibit A.

1.3.2. Consultant agrees to perform the services listed in Exhibit A within the following number of calendar days from the date of issuance of the Notice To Proceed:

TASK	TIME	CUMULATIVE TIME
Seagrass Mitigation Plan	60 days	60 days
Public Interest Criteria	60 days	60 days (Concurrent with above task)
DEP RAI Response	30 days	90 days
NMFS / USACE RAI Response	90 days	180 days

**ARTICLE II**  
**MISCELLANEOUS**

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

2.2. All other provisions of the Contract 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 caused the execution of these

premises as of the date and year written below.

WITNESSES:

Signed By: Karen Taylor

Print Name: Karen Taylor

Date: 11/10/16

Signed By: Donna R. Benfield

Print Name: Donna R. Benfield

Date: 11/10/16

COASTAL ENGINEERING  
CONSULTANTS, INC.

Signed by: Michael T. Poff

Print Name: Michael T. Poff

Title: President

Date: 11/10/16

ATTEST:

Barbara T. Scott, Clerk of Circuit  
Court and Ex-officio Clerk to the  
Board of County Commissioners

By: Michelle DiBerardino  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

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

Date: November 8, 2016

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR 16-0667

Exhibit List

Exhibit A - *Supplemental Scope of Work Pirate Harbor Seagrass Mitigation and RAI Response*, dated September 14, 2016.



A CECI GROUP COMPANY

CECI Group Services

Civil Engineering

Planning Services

Survey & Mapping

Coastal Engineering

Environmental Services

Website: [www.coastalengineering.com](http://www.coastalengineering.com)

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**Supplemental Scope of Work  
Pirate Harbor Seagrass Mitigation and RAI Response  
CEC No. 14132  
Scope of Services  
September 14, 2016**

CEC proposes the following scope of work to assist the County develop the construction level details requested for the seagrass mitigation plan, develop the construction level details requested for the proposed public interest criteria project, respond to DEP's August 12, 2016 RAI letter, and conduct site visits with the USACE and NMFS staff. CEC will prepare and submit the Draft details and RAI response to the County for review/approval, and then submit the County-approved RAI response to DEP.

**Seagrass Mitigation Plan**

CEC will coordinate with the regulatory agencies on use of the Cormorant Key site for mitigation. CEC will conduct a site visit to stake the mitigation site and accompany the regulatory agencies and County staff to confirm acceptance of the mitigation site by the agencies. CEC will prepare a site visit summary to record the meeting details.

**Public Interest Criteria: Buoy Installation**

CEC will locate the the 4-foot MLW contour along the "East Wall" of Charlotte Harbor and identify preferred locations for the boater education buoys. CEC will prepare a buoy placement plan.

**DEP RAI Response**

CEC will update ERP application per the requests in RAI letter, update the UMAM and prepare the construction level seagrass mitigation plan incorporating the outcome of the site visit, prepare and submit a Draft RAI Response to the County for review, and finalize and submit the RAI Response to DEP.

**NMFS/USACE RAI Responses**

A budget is proposed for CEC to assist the County respond to one (1) NMFS and one (1) USACE request for additional information pending the outcome of the site visit seagrass mitigation plan construction level development.

Please contact us if you have any questions. I can be reached at 239-643-2324 ext. 126 or by email at [mpoff@cecifl.com](mailto:mpoff@cecifl.com).

Sincerely,  
COASTAL ENGINEERING CONSULTANTS, INC



Michael T. Poff, P.E.  
Vice-President



**COASTAL  
ENGINEERING  
CONSULTANTS  
INC.**

Project Name: Pirate Harbor Additional Permitting  
 CEC File No. 14.132  
 Detailed Summary of Estimated Fees  
 Date: 9/14/2016

Task Description	Coastal Engineering Consultants						Subtotal Fees	Direct Costs		Total
	Principal VP Eng	Senior Consultant	Managing Consultant	Senior Designer	Admin	Survey Vessel (per day)		Amount	Desc.	
	\$197	\$165	\$135	\$85	\$60	\$350				
TASK 5 Seagrass Mitigation Plan	1	24	12		1	1	\$6,187	\$0	Reimb.	\$6,187
TASK 6 Public Interest Criteria: Buoy Installation	1	10	20	8	1	1	\$5,637	\$0	Reimb.	\$5,637
TASK 7 DEP RAI Response	1	30	10	8			\$7,177	\$0	Reimb.	\$7,177
TASK 8 NMFS/USACE RAI Response	1	24	10	4	1		\$5,907	\$0	Reimb.	\$5,907
Total Hours :	4	88	52	20	3	2	169			
Total Costs:	\$788	\$14,520	\$7,020	\$1,700	\$180	\$700	\$24,908	\$0		\$24,908
									check	\$24,908