

AMENDMENT #8 TO CONTRACT NO. 2005000193

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

THIS AMENDMENT # 8 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"), 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 professional services for the Project from Consultant relating to implementation of the Seagrass Mitigation Plan and to complete the public interest requirements required by State and Federal Permits for the Pirate Harbor Entrance Channel Dredging Project, 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 #8.

1.2. The provisions of this Amendment #8, and **Exhibit A - Pirate Harbor Entrance Channel Dredging, Mitigation Plan Implementation Scope of Services CEC File No. 18132, June 12, 2018**, 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 One Hundred Thirty-

Five Thousand, One Hundred Twenty-Five Dollars and No Cents (\$135,125.00) to perform those services, as set forth in **Exhibit B – Detailed Summary of Estimated Fees.**

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. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

2.3. All other provisions of the Contact not in conflict with this Amendment shall remain in full force and effect.

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

WITNESSES:

Signed By: Karen Taylor

Print Name: Karen Taylor

Date: 7/26/18

Signed By: Donna R. Benfield

Print Name: Donna R. Benfield

Date: 7/26/18

**COASTAL ENGINEERING
CONSULTANTS, INC.**

Signed by: Michael T. Poff

Print Name: MICHAEL T. POFF

Title: PRESIDENT

Date: 7/26/18

ATTEST:

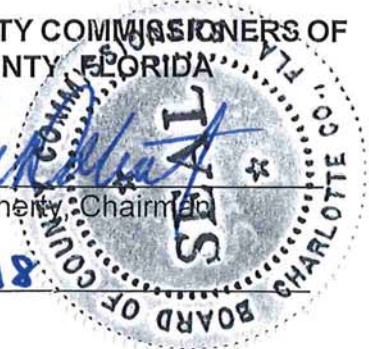
Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Michelle DiBenedetto
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA**

By: Kenneth W. Doherty
Chairman

Date: 7/24/18



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

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

LR 18-0495 (P)

Exhibit List

Exhibit A - Pirate Harbor Entrance Channel Dredging, Mitigation Plan Implementation Scope of Services
CEC File No. 18132, June 12, 2018;

Exhibit B - Detailed Summary of Estimated Fees.



CECI Group Services
Coastal and Marine Engineering
Environmental and Geological Services
Land and Marine Survey and Mapping
Website: www.coastalengineering.com

A CECI GROUP COMPANY

**PIRATE HARBOR ENTRANCE CHANNEL DREDGING
MITIGATION PLAN IMPLEMENTATION SCOPE OF SERVICES
CEC FILE NO. 18.132
JUNE 12, 2018**

INTRODUCTION

The scope of services is designed for CEC to assist the County implement the seagrass mitigation plan and complete the public interest requirements (collectively referred to hereafter as Plan) required by the State and Federal Permits (Permits) for the Pirate Harbor Entrance Channel Dredging Project.

The elements of the Plan include:

- Install sediment bags at one or more mitigation sites to raise the elevation of the areas to match natural elevations of healthy seagrass beds in the Project area
- Transplant seagrasses from the channel, prior to dredging, to the mitigation site
- Install up to three seagrass warning signs, one located on the east end of the entrance channel and two at the west end of the channel
- Install a series of buoys along the channel alerting boaters to the presence of seagrass
- Post seagrass restoration signs around the mitigation site.

Other elements of the Plan that the County is responsible for include:

- Donate \$3,400 to the Aquatic Preserve Society
- Place seagrass education signs at the Ponce De Leon Park public boat ramp
- Institute a public education program on the County's TV channel
- Provide awareness and public education about seagrasses
- Charlotte County Marine Patrol and Florida Fish and Wildlife Conservation Commission law enforcement patrols will patrol the water adjacent to the mitigation site.

Payment for services shall be made on a monthly basis on a percent complete basis. Fees for individual tasks shall not be exceeded.

SEAGRASS MAPPING PROTOCOLS

CEC shall conduct all of the seagrass monitoring in accordance with the protocols and schedule stipulated in the Permits and approved Mitigation and Monitoring Plan for seagrass mapping as follows. The approved Mitigation and Monitoring Plan is attached hereto and incorporated by reference.

SEAGRASS MITIGATION SITE

Survey Protocols

Collect qualitative and quantitative data at the mitigation site and control site. The qualitative assessment shall visually assess species composition, aboveground biomass, epiphyte coverage, and overall condition of the control and mitigation sites. Quantitative surveys of the mitigation site and control site shall be made by randomly placing a 0.5 m² quadrat within each site and determining the percent cover of each seagrass species present and a combined percent coverage of all species. For each quadrat a score based on the

percent cover of each species individually and all species combined (Composite) shall be assigned according to the Braun-Blanquet abundance (BB) scale.

Reporting

The Monitoring Reports shall include the following:

- (a) Date of the survey
- (b) Color photographs taken from fixed reference points
- (c) Brief description of the extent of work completed since the previous report. Indicate on copies of the permit drawings those areas where work has been completed
- (d) Combined percent aerial coverage of seagrass (total and by species)
- (e) Condition of sediment fill
- (f) Mapping of any new prop scars of blowouts
- (g) Plan for compliance with the permit to demonstrate any necessary corrective action to non-compliance or limited success with the mitigation site.

Success Criteria

To determine the success of the mitigation plan, the mitigation site will be compared to the surrounding areas of seagrass. A sufficient number of 0.5 m² quadrats to sample 5% of the mitigation site and control site will be assessed each year for percent cover and density (percent and BB scores). The seagrass mitigation plan will be deemed successful when all of the following criteria are met:

- Mitigation site shall achieve percent aerial coverage of seagrasses equal to 80% of the control site
- Mitigation site shows an insignificant level of sediment subsidence
- Mitigation site has achieved viable, sustainable ecological and hydrological functions defined as the unassisted persistence of the required acreage of seagrass coverage for a two-year period.

IMPACT SITE

Map seagrasses within the channel (impact site) and 50-foot buffer zone (north and south of the dredge cut) using sub-meter accurate GPS. Conduct a qualitative assessment by visually assessing species composition, aboveground biomass, epiphyte coverage, and overall condition of seagrasses in the buffer zone. Quantitative sampling of seagrass percent cover by species and collectively shall be done using randomly placed 0.5 m² quadrats in the buffer zone at 100-foot stations. The data collected shall be used to calculate BB cover-abundance scores for each seagrass patch located. Prepare and submit monitoring report following the above reporting protocols as they pertain to the Impact Site.

SCOPE OF SERVICES

TASK 1. PRE-MITIGATION SERVICES

Mitigation Site Selection

Assist County in preparing the USACE Memorandum for the Record. Assist the County coordinate with the USACE to assist in issuance of the federal permit.

Conduct a site visit to the primary and secondary mitigation sites to assess current conditions and identify the optimal areas to serve as the mitigation site. At the site selected, delineate a 50m x 10m control site within 25m of the edge of the mitigation site.

Conduct the pre-dredge seagrass monitoring survey of the impact site and buffer zones in the growing season immediately before the construction is to begin to establish the baseline condition.

Pursuant to Special Condition, convene a preconstruction meeting with the DEP to complete the final evaluation and obtain their approval of the mitigation site.

Construction Documents

Prepare for incorporation into the County's Bid Documents detailed construction plans to show the general scope, character, and extent of the work to be furnished and performed by the seagrass contractor. Prepare for incorporation into the County's Bid Documents detailed construction specifications including description of work, special terms and conditions, quantity estimates, bid schedules, and technical specifications describing the general scope, character, and extent of work to be furnished and performed by the seagrass contractor. Review drafts of the deliverables with the County to obtain their input and complete one round of edits. Based on the review, prepare and submit to the County one reproducible 11" x 17" engineering scaled set of final drawings along with one electronic copy of both CADD and PDF files, and one reproducible set of technical specifications and special conditions along with one electronic copy of both Word and PDF files.

Bid Process

Assist the County in coordinating a one-time bid process. These services will include attending one meeting as requested by the County (e.g., pre-bid meeting); assisting the County issue addenda as appropriate to interpret, clarify or expand the Bid Documents; assisting the County in obtaining bids from contractors; assisting the County in evaluating the bids; and making a recommendation for award to the lowest responsive bidder. Evaluate opportunities with the County and seagrass contractor to provide cost savings. Assist the County negotiate the terms and conditions of the construction contract with the seagrass contractor. Assist the County issue Notice of Award and Notice to Proceed.

Meetings

Attend one meeting with the County and Waterways Committee and present construction documents and discuss bid results.

TASK 2. MITIGATION IMPLEMENTATION SERVICES

Arrange for and attend one pre-construction meeting with the seagrass contractor and County.

Perform a one-time construction stake out of the mitigation site.

Arrange for and attend bi-weekly meetings with the seagrass contractor and County.

Consult with the County and contractor as reasonably required and necessary with regard to construction of the Project, assist the County issue interpretations and clarifications during construction, and prepare work change orders as directed by the County, if necessary. Provide seagrass contractor with instructions issued by County in addition to providing any necessary interpretations or clarifications of the contract documents requested by seagrass contractor.

Make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the seagrass contractor's work. Based on information obtained during such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the County informed of the progress of the work.

Make determinations on non-conforming and unauthorized work as authorized in the contract documents. Based upon construction observations, surveys, and evaluations of data reflected in seagrass contractors' monthly requests for payment, render recommendations concerning amounts owed. The budget is based on a 90-day Contract Time period.

Attend one meeting with the County and Waterways Committee and present mitigation implementation summary.

TASK 3: ENVIRONMENTAL COMPLIANCE OFFICER

Make daily observations by an Environmental Compliance Officer (ECO) to the site during active construction of the dredging project per State and Federal permit authorizations. Based on information obtained during such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the County informed of work progress.

The purpose of the observations to the site will be to provide environmental compliance observations and turbidity monitoring and reporting as required in the agency permit authorizations, and by exercise of these efforts as an experienced and qualified professional, to provide for the County a greater degree of confidence that the completed work of contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor. On the other hand, we shall not, during such observations of the contractor's work in progress, supervise, direct or have control over the contractor's work nor authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, for safety precautions and programs incident to the work of the contractor or for any failure of the contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor furnishing and performing their work. Accordingly, CEC can neither guarantee the performance of the construction contracts by the contractor nor assume responsibility for the contractor's failure to furnish and perform their work in accordance with the Contract Documents. During such visits and on the basis of such observations, disapprove of or reject the contractor's work while it is in progress if it is believed that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Provide weekly progress and turbidity monitoring reports to the County and South District office of the Florida Department of Environmental Protection summarizing the environmental compliance results, turbidity monitoring results, and construction completed to date.

The budget is based on an anticipated 50 days of anticipated in-water work requiring ECO services within the Contract Window excluding mobilization/demobilization, holidays, and weekends. The ECO services are proposed to be provided on a daily rate and billed per use.

Meet with County project management personnel before construction commencement to receive instructions in handling deviations from the Contract Documents. The County herein authorizes CEC to stop work specifically for failure by the Contractor to install and maintain construction access, maintain silt fence around approved Spoil Sites, and implement turbidity controls in accordance with the Contract Documents. CEC shall not stop work without County approval for any other reason except in an emergency.

Monitor that the Contractor accesses the site through approved Spoil Sites in accordance with the Contract Documents. Confirm Temporary Use Permits have been obtained and are posted at each of the Spoil Sites.

Monitor the activities of the Contractor for harmful practices to vegetation and resources, report these activities to the County timely, and note such occurrences on the daily report.

TASK 4: POST-MITIGATION MONITORING SURVEYS

Seagrass Mitigation Site

Within 30 days of completion of the mitigation site, conduct the Time Zero baseline survey of the mitigation site and control site.

Within six months of completion of the mitigation site, conduct the six-month monitoring survey of the mitigation site and control site. Concurrent with the survey, conduct a bathymetric survey of the mitigation site and control site to evaluate subsidence of the mitigation site.

Impact Site

Within 60 days of completion of dredging, conduct the post-dredge seagrass monitoring survey of the buffer zone adjacent to the impact site. If the end of construction occurs outside of the growing season, the post-construction survey will be conducted within 30 days of the beginning of the next growing season and be considered the first annual survey.

Meetings

Attend one meeting with the County and Waterways Committee and present post-construction survey results.

TASK 5. SIGNAGE

Concurrent with one of the pre-mitigation surveys, inspect the existing aids to navigation along the proposed dredge cut and identify aids to be replaced.

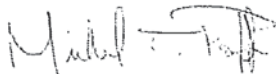
Assist the County with preparing and obtaining a U.S. Coast Guard (USCG) Private Aids to Navigation permit to relocate the existing channel markers. Coordinate with USCG to obtain the permit.

Assist the County in obtaining authorization to install 17 seagrass buoys, three prop scar information signs, and seagrass restoration buoys around the mitigation site. Prepare and submit a Florida Uniform Waterway Marker Application. Coordinate with FWC to obtain the permit.

Upon completion of the dredging, perform a one-time construction stake out of the aids to navigation to be relocated and for the new buoys and signs. Installation shall be by Charlotte County or their designated marine contractor.

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.

Respectfully submitted,
COASTAL ENGINEERING CONSULTANTS, INC.



Michael T. Poff, P.E.
President

