

**AMENDMENT #9 TO CONTRACT NO. 2005000193**

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

**THIS AMENDMENT # 9** 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 Project; and

**WHEREAS**, County desires to amend the Contract to authorize the Consultant to conduct the first annual mitigation plan monitoring and reporting as required by Project permits, and the Consultant desires to provide said additional services in accordance with the Contract, Consultant's proposal, subsequent negotiations, and this Amendment #9.

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

**ARTICLE I**  
**INCORPORATION / COMPENSATION / SERVICES**

1.1. The above Recitals are hereby incorporated herein and made a part of this Amendment #9.

1.2. The provisions of this Amendment #9, and **Exhibit A - Pirate Harbor Entrance Channel Dredging, Mitigation Plan Implementation Scope of Services CEC File No. 18.132, Work Order Amendment July 31, 2020**, 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.

1.4. The County agrees to pay to Consultant an amount not to exceed Thirteen Thousand Seven Hundred and Twenty Dollars and no cents (\$13,720.00) to perform those services, as set forth in **Exhibit A**.

**ARTICLE II**  
**MISCELLANEOUS**

2.1. Any terms used in this Amendment #9 shall have the same meanings and definitions as they have in the Contract.

2.2. All other provisions of the Contact, as amended, not in conflict with this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Amendment #9 as of the last date written below.

WITNESSES:

**COASTAL ENGINEERING  
CONSULTANTS, INC.**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

ATTEST:

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

By: \_\_\_\_\_

William G. Truex, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

LR 20-0535 Jan

**Exhibit List**

**Exhibit A** - Pirate Harbor Entrance Channel Dredging, Mitigation Plan Implementation Scope of Services  
CEC File No. 18.132 Work Order Amendment July 31, 2020.



**EXHIBIT "A"**

CECI Group Services  
Coastal and Marine Engineering  
Environmental and Geological Services  
Land and Marine Survey and Mapping  
Website: [www.coastalengineering.com](http://www.coastalengineering.com)

A CECI GROUP COMPANY

**PIRATE HARBOR ENTRANCE CHANNEL DREDGING  
MITIGATION PLAN IMPLEMENTATION SCOPE OF SERVICES  
CEC FILE NO. 18.132  
WORK ORDER AMENDMENT  
July 31, 2020**

This work order amendment is to add scope and fees to the original contract for CEC to conduct the first annual mitigation plan monitoring and reporting as required by the Project permits.

**SCOPE OF WORK**

**TASK 7: FIRST ANNUAL MONITORING**

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.

**Seagrass Mitigation Site**

*Survey Protocols*

Collect qualitative and quantitative data at the mitigation sites and control sites. 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 m<sup>2</sup> 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:

- Date of the survey
- Color photographs taken from fixed reference points
- 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
- Combined percent aerial coverage of seagrass (total and by species)
- Condition of sediment fill
- Mapping of any new prop scars or blowouts
- 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 m<sup>2</sup> 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

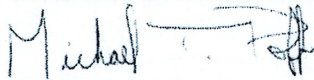
Map seagrasses within the 50-foot buffer zone (north and south of the dredge cut) using sub-meter accurate GPS. Conduct a qualitative assessment by visually assessing species composition, aboveground biomass, epiphyte coverage, and overall condition of seagrasses in the buffer zone. Quantitative sampling of seagrass percent cover by species and collectively shall be done using randomly placed 0.5 m<sup>2</sup> 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.

### FEES

The scope of services will be provided for \$13,720 on a fixed fee basis. Payment for services shall be made on a monthly basis on a percent complete basis. The fee for this task shall not be exceeded.

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.  
President