

**AMENDMENT NO. 9 TO CONTRACT NO. 2012000050
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
COASTAL ENGINEERING CONSULTANTS, INC.
for
STUMP PASS TEN-YEAR MANAGEMENT PLAN**

THIS AMENDMENT NO. 9 to Contract No. 2012000050 ("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 (the "County") and COASTAL ENGINEERING CONSULTANTS, 28421 Bonita Crossings Boulevard, Bonita Springs, Florida 34135 (the "Consultant").

WITNESSETH

WHEREAS, the County issued Request for Proposal ("RFP") No. 2012000050 to retain a Consultant to provide a ten-year beach and inlet management plan for Stump Pass to include, but not be limited to, an alternative analysis, design, permitting, construction support, and monitoring (the "Project"); and

WHEREAS, through a selection and negotiation process conducted in accordance with the requirements of law and County policy, the County determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of professional services associated with the Stump Pass 10-Year Management Plan Project; and

WHEREAS, the parties entered into Contract No. 2012000050 (the "Contract") on or about April 16, 2012, for Consultant to provide consulting services for the Project; and

WHEREAS, the parties entered into *Amendment No. 1* to the Contract on or about October 18, 2012, to acquire additional consulting services as a result of the impact of Tropical Storm Debby in June of 2012 which impacted the coastline resulting in beach erosion, channel shoaling, and the loss of natural resources and habitats; and

WHEREAS, the parties entered into *Amendment No. 2* to the Contract on or about February 13, 2014, to acquire additional services relating to the 2014 Annual Monitoring, including Physical and Biological Monitoring; and

WHEREAS, the parties entered into *Amendment No. 3* to the Contract on or about March 10, 2015, to acquire additional surveying and consulting services, to perform the 2015 Annual Monitoring and for other services; and

WHEREAS, the parties entered into *Amendment No. 4* to the Contract on or about June 14, 2016, to acquire additional services relating to the Erosion Control Project, to perform the 2016 Annual Monitoring, and for other services; and

WHEREAS, the parties entered into *Amendment #5* to the Contract on April 26, 2017, re-scoping the Project through the reduction of certain Tasks and the addition of additional Tasks related to extended environmental monitoring for shorebirds and seagrass; and

WHEREAS, the parties entered into *Amendment #6* to the Contract on July 13, 2018, for additional Project services to assist the County in completing the first-year monitoring services for the 2017 Erosion Control Project and to reallocate Project Fees from unnecessary Tasks to new Project Tasks; and

WHEREAS, the parties entered into *Amendment #7* to the Contract on May 30, 2019, to include additional services including construction administration of the Erosion Control Project specific to the South Beach Fill (SBF) on Knight-Don Pedro Island and continued monitoring of the Stump Pass Navigation Channel; and

WHEREAS, the parties entered into *Amendment #8* to the Contract on June 16, 2020, rescoping, deleting certain tasks and adding additional services relating to the 2017 Erosion Control Project and the 2021 Stump Pass Dredging and Post-Storm Recovery Beach Renourishment Project as set forth; and

WHEREAS, the County now wishes to add additional project services to assist in the administration of the 2021 dredging of Stump Pass Navigation Channel and to complete the permit required services and provide technical support services for year one of the South Beach Fill construction completed in 2020; and

WHEREAS, the Consultant desires to provide said services in accordance with this *Amendment No. 9*, the Contract and other Contract Amendments.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

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 **Exhibit A, Scope of Services** and **Exhibit B, Professional Fees**, and **Exhibit C, Certification Regarding Lobbying**, are attached hereto and incorporated into and made a part of this Amendment.

1.3. Consultant shall provide the additional services in this Amendment as set forth in **Exhibit A** and shall complete and return to the County the Certification contained in **Exhibit C**.

1.4. The County shall pay Consultant an amount not to exceed Three Hundred Eighty-Two Thousand Nine Hundred Fourteen Dollars and no cents (\$382,914.00), in accordance with the terms of this Amendment and **Exhibit B** for these additional Project services.

1.5. The services provided for in **Exhibit B** will run concurrently with other Contract services and will not affect the term of the Contract, as amended.

ARTICLE II

FEDERAL PROVISIONS

2.1. The Stump Pass Navigation Channel Project is or may be funded in whole or in part with federal funds from the Federal Emergency Management Agency (FEMA), the Florida Department of Emergency Management (FDEM), the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP), and as such, is subject to federal and state requirements including, but not limited to, those set forth in 2 C.F.R. Part 200, Appendix II, as amended, and as otherwise may be listed herein. The Consultant agrees to comply with these federal and state requirements, as may be amended from time to time.

2.2. Subcontracts. The Consultant shall require compliance with all federal requirements listed below of all subcontractors performing work on this project the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

2.3. Remedies. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the County and the Consultant arising out of or relating to the contract between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

2.4. Termination for Cause or Convenience. The County may terminate the Contract at any time, for cause or convenience, by providing written notice to the Consultant, if determined by the County to be in the County's best interest. If the Contract is terminated, the Consultant shall be paid for all work actually performed, and all costs actually incurred, prior to contract termination.

2.5. Clean Air Act. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County will in turn report each violation as required to assure notification to the Grantor. The Consultant agrees to include this

requirement in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

2.6. Clean Water Act. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. §1251 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County will in turn report each violation as required to assure notification to the Grantor. The Consultant agrees to include this requirement in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

2.7. Debarment and Suspension.

1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of its principals (defined at 2 C.F.R. s.180.995) or its affiliates (defined at 2 C.F.R. s.180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s. 180.935).

2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transactions it enters into.

3) This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Charlotte County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its offer is valid and throughout the period of this Contract. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.8. Byrd Anti-Lobbying Amendment, 31 U.S.C s. 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.9. Contract Work Hours and Safety Standards Act.

1) *Overtime requirements.* No consultant, contractor or subcontractor contracting for any part of the project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section a contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) *Withholding for unpaid wages and liquidated damages.* The Federal Grantor or Charlotte County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by a contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) *Subcontracts.* The prime contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5) *Payrolls.* The prime contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the prime contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Grantor

and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2.10. Procurement of Recovered Materials. The Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.11. Domestic Preference for Procurements. To the extent consistent with law, Consultant should provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.) Consultant shall include this provision in all subcontracts for work or products funded by federal funds.

2.12. Access to Records. Consultant agrees to provide Charlotte County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the firm which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the FEMA Administrator, the Comptroller General, or their authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, Charlotte County and the Consultant acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.13. Changes to the Contract. Any and all changes, modifications or change orders to this Contract must be made by written amendment thereto, executed by the Consultant and Charlotte County. The cost of any change, modification or change order must be allowable, allocable, within the scope of the Federal funding source and reasonable for the completion of the project scope.

2.14. DHS Seal, Logo and Flags: The Consultant will not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.15. Compliance with Federal Law, Regulations and Executive Orders. The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of the Contract. The Consultant will agree to comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures and directives.

2.16. No Obligation by Federal Government: The Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the County, the Consultant or any party pertaining to any matter resulting from the Contract.

2.17. Program Fraud and False Fraudulent Statements and Related Acts. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. s.3801 et seq. and implementing regulations apply to its actions pertaining to this project.

2.18. Contracting with Small and Minority Businesses, women's business enterprises and labor surplus area firms (2 CFR 200.321).

a) The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b) Affirmative steps must include:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6) Requiring the any subcontractors, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2.19. Unauthorized Employment.

a) The Florida DEP shall consider the employment by the County, as Grantee pursuant to the DEP Grant Agreement, or any subcontractor or consultant of the County, of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the grant agreement and the Contract.

b) Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

1) **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2) **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

3) **Notification.** The County shall notify DEP if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the DEP Grant Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

2.20. **Compliance with Federal, State and Local Laws.** During the performance of all tasks associated with this Amendment, the Consultant shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.

2.21. **Recordkeeping.** During the performance of this Amendment, the Consultant shall maintain books, records and documents in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The DEP, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of the Grant Agreement and for five (5) years following the completion date or termination of the Grant Agreement.

2.22. **Audits.** The Consultant shall cooperate with the DEP Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to Section 20.055(5) of the Florida Statutes pertaining to the underlying Grant Agreement or services performed under this Amendment.

2.23. **No Third-Party Rights.** The DEP shall not be deemed to assume any liability for the acts, failures to act or negligence of the County or the Consultant or any

of its employees or agents. Neither the DEP Grant Agreement nor this Agreement create any third-party rights. No third parties shall rely upon any of the rights and obligations created under the DEP Grant Agreement or this Contract.

2.24. Employees, Subcontractors and Agents. Consultant and its employees, subcontractors or agents performing work under this Amendment must comply with all security and administrative requirements of the DEP and shall comply with all controlling laws and regulations relevant to the services they are providing under this Amendment.

ARTICLE III

SCRUTINIZED COMPANIES

3.1. Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate this Contract if the Consultant is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

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

ARTICLE IV

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 Contract and prior Amendments not in conflict with this Amendment #9 shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

Signed By: Karen Taylor
Print Name: Karen Taylor
Date: 4/1/2021
Signed By: Tia Davis
Print Name: Tia Davis
Date: 4/1/2021

COASTAL ENGINEERING CONSULTANTS, INC.

Signed By: [Signature]
Print Name: MICHAEL T. POFF
Title: PRESIDENT
Date: 4/1/21

ATTEST:

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

By: [Signature]
Deputy Clerk

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

By: [Signature]
William G. Truex, Chairman
Date: March 23, 2021

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Janette S. Knowlton, County Attorney
LR 21-0218 [Signature]

Exhibit List:

- Exhibit A – Scope of Services
- Exhibit B – Professional Fees
- Exhibit C – Certification Regarding Lobbying

EXHIBIT "A"

Charlotte County 10-Year Beach and Inlet Management Plan
Contract # 2012000050
2021 South Beach Fill Monitoring and Technical Support Services
2021 Stump Pass Navigation Channel Dredging Construction Services
CEC File No. 21.001
February 11, 2021

INTRODUCTION

The Charlotte County Erosion Control Project State and Federal permits require annual physical and biological monitoring. The scope of services presented herein is designed for Coastal Engineering Consultants, Inc. (Consultant) to assist Charlotte County (County) administer the 2021 dredging of Stump Pass Navigation Channel, and complete the permit required services and provide technical support services for year one of South Beach Fill construction completed in 2020. This scope is based on a companion scope of services for the annual monitoring services for the Manasota Key Beach Restoration Project that was constructed concurrent with the restoration of South Beach Fill. When tasks overlap, the budget is shared among the tasks.

SCOPE OF SERVICES

SOUTH BEACH FILL (SBF) MONITORING SERVICES

TASK 1. SBF PHYSICAL MONITORING

1A. Beach Profiles: Consultant will conduct monitoring surveys of the FDEP reference monuments R-29 through R-40. The profile alignments shall be identical to the azimuths previously established for each monument. All R-monument beach profiles shall extend seaward 3,000 feet from the Mean High Water (MHW) or to a depth of -30 feet NAVD88, whichever is less.

1B. Aerial Photography: Consultant will obtain aerial photography of the beach concurrently with the survey and during approximate low water tide on that date. The limits of the photography shall include from R-29 to R-40. The photography shall be color vertical photos with a 30% forward overlap, taken from an elevation of 3,000 feet (1:6,000 negative scale) and centered on the local shoreline. A digital scan of the color photos at a rate of 21 microns with a pixel size of 0.4 feet shall be made and submitted in TIF format (uncompressed).

1C. Annual Monitoring Report: Consultant will prepare Report to summarize work completed and present beach profile surveys and aerial photographs, compute shoreline and volume calculations to define erosion and accretion trends, assess Project performance, and identify adverse impacts attributable to the Project. Specific assessments include analysis for patterns, trends, or changes between surveys and for cumulative changes over time since project construction; evaluate volume and percentage of advance nourishment lost since construction as measured landward of MHW of most recent survey; evaluate erosion and accretion rates occurring between post-construction survey and monitoring surveys; assess volume of fill remaining within Project area; evaluate beach fill adjustment and volume accumulations outside of Project area and assess alongshore and cross-shore fill movement; and evaluate total measured remaining volume in comparison with total predicted remaining volume on average annual basis based on nourishment cycle.

TASK 2. SBF BIOLOGICAL MONITORING

2A. Sea Turtle Monitoring: County will retain the local marine turtle permit holders (Turtle Consultants). Turtle Consultants will conduct the sea turtle monitoring and reporting as well as escarpment

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monitoring. County will conduct escarpment monitoring and reporting to USFWS and FFWCC, and contract with local contractor to address escarpment removal. County will conduct the artificial lighting surveys. Consultant will provide technical support to the County and the monitors for implementation of the marine turtle protection plans, monitoring, and reporting.

2B. Compaction Monitoring: County will contract with local contractor to till beach. Consultant will conduct cone penetrometer testing after contractor has tilled the beach to confirm the tilling was completed in accordance with the Permit requirements.

2C. Wintering Bird Monitoring: Consultant will contract with agency pre-qualified Shorebird Consultants to conduct the monitoring and reporting in accordance with the USFWS Biological Opinions. Monitoring shall be conducted twice per month between R-29 and R-40 from July 15, 2021 through May 15, 2022. Consultant will prepare and submit annual monitoring report.

SBF TECHNICAL SUPPORT SERVICES

TASK 3. SBF PROJECT MANAGEMENT

Specific to SBF, Consultant will attend and serve as the County's representative at stakeholder meetings including but not limited to the Beaches and Shores Committee, Coastal Advisory Committee, Board of County Commissioners, Marine Advisory Committee, and Parks and Recreation Committee. Provide technical support services for the County specific to stakeholder coordination. Manage and coordinate the team's internal efforts. Maintain informal contact with the County and FDEP via email and phone calls.

TASK 4. SBF FUNDING

Consultant will assist the County prepare and submit the annual funding requests to the State of Florida for inclusion in the Beach Management Funding Assistance Program, and respond to the FDEP request for additional information and critique of the funding application specific to SBF. Consultant will prepare and submit the quarterly monitoring reports to FDEP.

TASK 5. SBF CONTINGENCIES

Due to the complex nature of the work involving marine environments, it is anticipated that additional work may be necessary specific to SBF such as data collection, permitting, stakeholder meetings, or agency coordination. A contingency budget is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the County Project Manager prior to conducting additional work.

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STUMP PASS NAVIGATION CHANNEL (SPNC) CONSTRUCTION PHASE SERVICES

TASK 6. SPNC CONSTRUCTION SURVEYS

6A. Beach Profiles: Consultant will conduct pre- and post-construction surveys of the FDEP reference monuments R-16 through R-28, twelve (12) additional lines near Stump Pass, and Mean High Water (MHW) surveys from R-18 through R-28 (inlet shorelines). The profile alignments shall be identical to the azimuths previously established for each monument. All R-monument beach profiles shall extend seaward 3,000 feet from the Mean High Water (MHW) or to a depth of -30 feet NAVD88, whichever is less, with the exception of R-22 to R-28 which shall be 5,000 feet from MHW to cover the shoal.

6B. Navigation Channel Surveys: Consultant will conduct pre- and post-construction surveys of the Stump Pass Navigation Channel and MWH adjacent to the inlet. Bathymetric surveys shall be conducted along each cross-section at 100-foot intervals and three longitudinal profiles, along the centerline and at 150-foot offsets to either side. The northern and southern limits of the survey shall extend approximately 600 feet beyond the permitted template, or to the limits of the ebb/flood shoals, whichever is greater.

6C. Aerial Photography: Consultant will obtain aerial photography of the beach concurrently with the survey and during approximate low water tide on that date. The limits of the photography shall include from R-16 to R-28. The photography shall be color vertical photos with a 30% forward overlap, taken from an elevation of 3,000 feet (1:6,000 negative scale) and centered on the local shoreline. A digital scan of the color photos at a rate of 21 microns with a pixel size of 0.4 feet shall be made and submitted in TIF format (uncompressed).

6D. Sediment Analyses: Consultant will conduct sediment sampling and analyses during construction and after construction, and conduct laboratory testing of post-construction samples, in accordance with the approved 0194790-017-JC Sediment Quality Assurance / Quality Control Plan dated December 2014. This scope and budget do not include additional monitoring or remedial efforts described in the Permits and Sediment Quality Assurance / Quality Control Plan. If required, services to assist the County implement such a plan can be provided as additional services.

6E. Pay Surveys: Consultant will conduct pre- and post-construction “pay” surveys of the acceptance sections having a minimum length of 1,000 feet. Pay surveys of the active beach zone will be collected at intervals of 100 feet along the shoreline. The budget includes four (4) and two (2) acceptance sections for the Updrift Beach Fill (UBF) and North Beach Fill (NBF), respectively. Surveys will be used to verify and review the Contractor’s requests for payment and make recommendations to the County regarding the accuracy of the payment request amounts. Consultant will conduct pre- and post-resweep surveys of the Stump Pass Navigation Channel. Bathymetric surveys shall be conducted along each cross-section at 100-foot intervals and three longitudinal profiles, along the centerline and at 150-foot offsets to either side, within the limits of the resweep. Surveys will be used to verify and review the Contractor’s requests for payment and make recommendations to the County regarding the accuracy of the payment request amounts.

TASK 7. SPNC BIOLOGICAL MONITORING

7A. Seagrass Survey: Consultant will conduct the pre- and post-construction seagrass surveys and prepare and submit the monitoring report in accordance with the approved Seagrass Monitoring Plan described in Joint Coastal Permit 0194790-017-JC, Condition 27.

7B. Sea Turtle Monitoring: County will retain the local marine turtle permit holders (Turtle Consultants). Turtle Consultants will conduct the 2021 sea turtle monitoring and reporting as well as

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escarpment monitoring. County will conduct escarpment monitoring and reporting to USFWS and FFWCC, and contract with local contractor to address escarpment removal. County will conduct the artificial lighting surveys. Consultant will provide technical support to the County and the monitors for implementation of the marine turtle protection plans, monitoring, and reporting.

7C. Compaction Monitoring: County will contract with local contractor to till beach. Consultant will conduct cone penetrometer testing after contractor has tilled the beach to confirm the tilling was completed in accordance with the Permit requirements.

7D. Shorebird Monitoring: County will retain Shorebird Consultants to conduct the Permit required monitoring and reporting during construction. Daily monitoring for nesting shorebirds shall begin 10 days prior to construction or February 15, 2022, whichever is later. Data entry shall be completed weekly. Daily monitoring shall continue through construction or end of breeding; then continue weekly until August 31 which is considered the end of the nesting season. Assist with establishing Permit required buffers and travel corridors. Provide technical support services for the County by reviewing and commenting on the Shorebird Consultants' implementation of the monitoring and reporting. Arrange and attend one (1) meeting with the County and Shorebird Consultants. Prepare graphics showing nesting locations and similar information derived from Shorebird Consultants reports.

TASK 8. SPNC CONSTRUCTION ADMINISTRATION

8A. Pre-Construction Meetings: Consultant will prepare for, attend and represent the County at one pre-construction conference with the County, and Contractor covering contract obligations, construction plans, general and special conditions, and technical specifications. Record and distribute the minutes of the meeting. Consultant will prepare for, attend and represent the County at one agency required pre-construction meeting at least 7 days prior to construction with the County, Contractor, FDEP, FFWCC, USACE, FWS, DRP, approved shorebird monitors, and permitted sea turtle monitors to review construction schedule and methods and explain or clarify the sea turtle protection measures.

8B. Work Plan, Shop Drawings and Submittals: Consultant will review the Contractor's work plan, shop drawings and submittals to determine compliance with the plans and specifications. Upon completion of the review, submit to the County in writing recommended changes or a written approval of the Contractor's work plan, shop drawings and submittals. Review one round of work plan revisions from the Contractor.

8C. Construction Progress Meetings and Reporting: Consultant will attend construction progress meetings with the County and Contractor as requested by the County covering work progress and schedule, conformance to plans and specifications, and other relevant issues that need to be addressed. Record and distribute the minutes of each meeting. Assist the County and Contractor perform the routine reporting to FDEP in accordance with the Permits.

8D. Pay Applications: Consultant will review invoices for payment submitted by the Contractor along with daily records of the County, Contractor and Engineer and surveys provided by the Contractor and completed by the Engineer, and determine the amounts of progress payments due based on completion of work. Upon completion of review, submit recommendations to County for payment of invoices to the Contractor.

8E. Change Orders and Contract Modifications: Consultant will assist County in preparing and evaluating required field changes, change orders, or contract modifications requested by the Contractor and submit to County for approval. Consultant will provide to the Contractor instructions issued by County in

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addition to providing any necessary interpretations or clarifications of the contract documents requested by the Contractor. Make determinations on non-conforming and unauthorized work as authorized in the contract documents.

TASK 9. SPNC CERTIFICATIONS AND POST-CONSTRUCTION REPORT

9A. Certifications: Upon receiving written notice from the County that the Project is substantially complete, conduct a one-time comprehensive review of the Project, prepare a punch list of items needing completion or correction, forward said list to the County and Contractor, and provide written recommendations to the County concerning the acceptability of work done and the use of the Project. Upon receiving written notice from the County that the Project is finally complete, perform final site observations in conjunction with the County to verify the punch list has been completed and the Project is ready for its intended use, and assist the County in closing out the construction contract. Prepare and submit the Project Final Certification which shall include a summary Project personnel, final as-built Project features, construction activities, change orders, and other significant milestone dates and comments. Prepare and submit the FDEP and USACE Agency Final Certifications.

9B. Post-Construction Report: Prepare and submit to the agencies the Post-Construction Report. The Report shall include a summary of the work completed; beach profile, borrow area, and channel surveys; shoreline and volume calculations to define the volumes excavated and placed; aerial photography; hydraulic parameters and comparison to historical data; sediment analyses; survey data and deliverables; and identification of adverse impacts attributable to the Project. The Report shall serve as the baseline for future monitoring surveys and comparative reviews of Project performance to performance expectations.

TASK 10. SPNC CONSTRUCTION OBSERVATIONS

The Construction Observation budget is based on a 120-day construction window for Substantial Completion. Provide on-site inspection by a competent and qualified technical representative hereafter referred to as the Owner's Representative. The Owner's Representative will provide on-site determinations of compliance with the Permits, Construction Plans and Technical Specifications, determination of work completed, keeping detailed records of quantities of materials, maintaining weather and working day reports, listing equipment on site, and reporting Contractor's performance and daily activities. The Owner's Representative shall communicate with the County and Contractor and make deliberate efforts to provide inspection services only when the Contractor, their surveyors, or subcontractors are working.

The Owner's Representative shall perform some or all of the following specific activities during their observation period:

- **Project Layout:** Monitor the Contractor's layout of the Project to assure its compliance with the Construction Plans and Technical Specifications.
- **Site Access and Environmental Impacts:** Monitor that the Contractor accesses the site through approved routes and conducts their work in accordance with the environmental protection measures as defined in the Permits, Construction Plans, and Technical Specifications. Document and report to the County any non-compliance with these measures as soon as practicable after observing same.
- **Construction Progress:** Monitor the progress of construction performed by the Contractor and any sub-contractors for conformance to the Construction Plans and Technical Specifications and any field or change orders issued by the County. Complete and submit daily inspection reports to the County for review including the Contractor's daily activity, significant events, amount of work performed including quantities of material placed, equipment on site, weather conditions, and any other pertinent information.

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- Observation of Surveys: Observe the surveys conducted by the Contractor's surveyor to verify that methods, instrumentation, benchmarks, and records are done in accordance with the Technical Specifications.
- Beach Fill Placement: Monitor the outfall of the hydraulic dredging activities and fill placement on the schedule and method defined in the Permits and Sediment Quality Assurance / Quality Control Plan to verify that the fill material is excavated and placed in accordance with the Permits and Sediment Quality Assurance / Quality Control Plan.

SPNC TECHNICAL SUPPORT SERVICES

TASK 11. SPNC PROJECT MANAGEMENT

Specific to SPNC, attend and serve as the County's representative for up to ten (10) stakeholder meetings including but not limited to the Beaches and Shores Committee, Board of County Commissioners, Marine Advisory Committee, and Parks and Recreation Committee. Provide technical support services for the County specific to stakeholder coordination. Manage and coordinate the team's internal efforts. Maintain informal contact with the County and FDEP via email and phone calls.

TASK 12. SPNC FUNDING

Consultant will assist the County prepare and submit the annual funding requests to the State of Florida for inclusion in the Beach Management Funding Assistance Program, and respond to the FDEP request for additional information and critique of the funding application specific to SPNC. Consultant will prepare and submit the quarterly monitoring reports to FDEP.

TASK 13. SPNC CONTINGENCIES

Due to the complex nature of the work involving marine environments, it is anticipated that additional work may be necessary specific to SPNC such as data collection, permitting, stakeholder meetings, or agency coordination. A contingency budget is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the County Project Manager prior to conducting additional work.

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DELIVERABLES

For all specified deliverables, Consultant will prepare and submit to the County a draft deliverable in electronic format (e.g., pdf file). Consultant will review the draft deliverable with the County, make one (1) round of revisions as may be identified by the County, and submit one (1) hard copy and one (1) digital copy in the appropriate formats (e.g., Word, Excel, PowerPoint, AutoCAD, shape file, etc.) of all deliverables to the County. The following is a list of deliverables to be provided.

Task 1A

- Beach Profile Survey Field Notes, Plots, and Data Files

Task 1B

- Aerial Photographs and Survey Report

Task 1C

- Annual Monitoring Report

Task 2A

- 2021 Sea Turtle Monitoring Nest Location Aerial Exhibits

Task 2B

- Compaction Test Results

Task 2C

- 2021-22 Wintering Bird Monitoring Report

Task 3

- Stakeholder Meeting Minutes, Stakeholder Coordination Memos, and Schedule Updates

Task 4

- FY22-23 Annual Funding Request Application and Technical Support Documents
- FY22-23 Funding Application RAI Response and FDEP Funding Assessment Critique
- FDEP Quarterly Reports (Quarterly)

Task 6A

- Beach Profile Survey Field Notes, Plots, and Data Files

Task 6B

- Navigation Channel Survey Field Notes, Plots, and Data Files

Task 6C

- Aerial Photographs and Survey Report

Task 6D

- Sediment Sampling Field Notes
- Laboratory Test Results

Task 6E

- Pay and Resweep Survey Field Notes (Pre- and Post-Construction)
- Pay and Resweep Survey Profiles Plots and Pay Quantity Calculations (Pre- and Post-Construction)

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- Pay and Resweep Survey Data Files (Pre- and Post-Construction)

Task 7A

- Seagrass Monitoring Survey Report

Task 7B

- 2021 Sea Turtle Monitoring Nest Location Aerial Exhibits

Task 7C

- Compaction Test Results

Task 7D

- 2022 Shorebird Daily Monitoring Reporting
- 2022 Annual Monitoring Report

Task 8A

- Meeting Minutes

Task 8B

- Technical Review Memo of Work Plan, Shop Drawings, and Submittals

Task 8C

- Construction Progress Meeting Minutes
- Construction Progress Reports (Monthly)

Task 8D

- Pay Request Reviews and Recommendations (Monthly)

Task 8E

- Field Orders, Changes Orders, and Contract Modifications (Monthly)

Task 9A

- Certificate of Substantial Completion and Punch List
- Certificate of Final Completion
- Agency As-Built Certifications (FDEP and USACE)

Task 9B

- Post-Construction Report (Draft and Final)

Task 10

- Construction Observation Reports (Monthly)

Task 11

- Stakeholder Meeting Minutes, Stakeholder Coordination Memos, and Schedule Updates

Task 12

- FY22-23 Annual Funding Request Application and Technical Support Documents
- FY22-23 Funding Application RAI Response and FDEP Funding Assessment Critique
- FDEP Quarterly Reports (Quarterly)

Exhibit "B"

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PROFESSIONAL FEES

Presented on the following pages are the fees for the services. Payment for services shall be made on a monthly basis on a percent complete basis. Fees for individual tasks shall not be exceeded.

TABLE 1. FEE SUMMARY

TASKS	TOTAL
TASK 1 - SBF PHYSICAL MONITORING	\$30,199
1A Beach Profiles	\$11,968
1B Aerial Photography	\$6,357
1C Annual Monitoring Report	\$11,874
TASK 2. SBF BIOLOGICAL MONITORING	\$12,985
2A Sea Turtle Monitoring	\$4,153
2B Compaction Monitoring	\$2,556
2C Wintering Bird Monitoring	\$6,276
TASK 3. SBF PROJECT MANAGEMENT	\$9,956
TASK 4. SBF FUNDING	\$7,650
TASK 5. SBF CONTINGENCIES	\$5,276
SBF SUBTOTAL	\$66,066
TASK 6. SPNC CONSTRUCTION SURVEYS	\$107,016
6A Beach Profiles	\$20,522
6B Navigation Channel Surveys	\$20,522
6C Aerial Photography	\$6,457
6D Sediment Analyses	\$6,422
6E Pay Surveys	\$53,093
TASK 7. SPNC BIOLOGICAL MONITORING	\$71,599
7A Seagrass Survey	\$34,616
7B Sea Turtle Monitoring	\$4,153
7C Compaction Monitoring	\$2,556
7D Shorebird Monitoring	\$30,274
TASK 8. SPNC CONSTRUCTION ADMINISTRATION	\$34,257
8A Pre-Construction Meetings	\$4,378
8B Work Plan, Shop Drawings and Submittals	\$5,373
8C Construction Progress Meetings and Reporting	\$15,590
8D Pay Applications	\$4,615
8E Change Orders and Contract Modifications	\$4,301
TASK 9. SPNC CERTIFICATIONS AND POST-CONSTRUCTION REPORT	\$25,416
9A Certifications	\$10,990
9B Post-Construction Report	\$14,426
TASK 10. SPNC CONSTRUCTION OBSERVATIONS	\$33,780
TASK 11. SPNC PROJECT MANAGEMENT	\$13,452
TASK 12. SPNC FUNDING	\$7,946
TASK 13. SPNC CONTINGENCIES	\$23,382
SPNC SUBTOTAL	\$316,848
TOTALS	\$382,914

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TABLE 2. DETAILS OF PROFESSIONAL FEES BY TASK

Task Description	Principal President \$230	Principal Engineer \$214	Principal Surveyor \$214	Senior Engineer \$168	Senior Scientist \$168	Coastal Modeler \$148	Managing Engineer \$154	Marine Surveyor \$143	Project Engineer \$132	Staff Engineer \$112	Senior Technician \$110	Construction Manager \$103	Project Coordinator \$65	2-Man GPS Crew \$152	1-Man GPS Crew \$137	Total	Direct Costs		Total
																	Amount	Subs	
TASKS																			
TASK 1 - SBF PHYSICAL MONITORING	10	0	10	5	0	38	8	20	2	12	48	0	5	10	10		\$25,199	\$5,000	
1A Beach Profiles	1	0	4	1	0	12	2	20	0	0	16	0	0	10	10		\$10,868	\$1,100	Equip
1B Aerial Photography	1	0	4	0	0	2	0	0	0	0	8	0	3	0	0		\$2,457	\$3,900	Aerials
1C Annual Monitoring Report	8	0	2	4	0	24	6	0	2	12	24	0	2	0	0		\$11,874	\$0	
TASK 2. SBF BIOLOGICAL MONITORING	2	0	0	0	32	8	0	0	0	0	8	0	17	0	0		\$9,645	\$3,340	
2A Sea Turtle Monitoring	1	0	0	0	12	4	0	0	0	0	8	0	3	0	0		\$4,153	\$0	
2B Compaction Monitoring	1	0	0	0	8	4	0	0	0	0	0	0	2	0	0		\$2,456	\$100	Equip
2C Wintering Bird Monitoring	0	0	0	0	12	0	0	0	0	0	0	0	12	0	0		\$3,036	\$3,240	Monitors
TASK 3. SBF PROJECT MANAGEMENT	12	0	0	18	0	8	12	0	0	0	0	0	12	0	0		\$9,956	\$0	
TASK 4. SBF FUNDING	4	0	0	8	0	8	10	0	6	0	12	0	6	0	0		\$7,650	\$0	
TASK 5. SBF CONTINGENCIES	2	0	2	4	4	4	4	0	4	4	4	0	4	0	0		\$5,276	\$0	
TASK 6. SPNC CONSTRUCTION SURVEYS	19	0	20	8	0	42	8	152	32	8	88	0	14	72	152		\$86,816	\$20,200	
6A Beach Profiles	4	0	4	2	0	8	4	24	16	0	16	0	2	24	24		\$18,322	\$2,200	Equip
6B Navigation Channel Surveys	4	0	4	2	0	8	4	24	16	0	16	0	2	24	24		\$18,322	\$2,200	Equip
6C Aerial Photography	1	0	4	0	0	2	0	0	0	0	8	0	3	0	0		\$2,457	\$4,000	Aerials
6D Sediment Analyses	2	0	0	4	0	8	0	0	0	8	0	0	2	0	0		\$3,422	\$3,000	Lab
6E Pay Surveys	8	0	8	0	0	16	0	104	0	0	48	0	5	24	104		\$44,293	\$8,800	Equip
TASK 7. SPNC BIOLOGICAL MONITORING	7	0	0	0	102	16	0	32	0	0	76	0	25	0	32		\$42,099	\$29,500	
7A Seagrass Survey	4	0	0	0	64	8	0	32	0	0	60	0	8	0	32		\$30,216	\$4,400	Equip
7B Sea Turtle Monitoring	1	0	0	0	12	4	0	0	0	0	8	0	3	0	0		\$4,153	\$0	
7C Compaction Monitoring	1	0	0	0	8	4	0	0	0	0	0	0	2	0	0		\$2,456	\$100	Equip
7D Shorebird Monitoring	1	0	0	0	18	0	0	0	0	0	8	0	12	0	0		\$5,274	\$25,000	Monitors
TASK 8. SPNC CONSTRUCTION ADMINISTRATION	26	0	0	31	16	24	54	0	39	0	12	0	17	0	0		\$34,257	\$0	
8A Pre-Construction Meetings	4	0	0	0	8	4	8	0	0	0	0	0	2	0	0		\$4,378	\$0	
8B Work Plan, Shop Drawings and Submittals	2	0	0	0	8	0	8	0	6	0	12	0	1	0	0		\$5,373	\$0	
8C Construction Progress Meetings and Reporting	12	0	0	20	0	20	20	0	20	0	0	0	6	0	0		\$15,590	\$0	
8D Pay Applications	5	0	0	5	0	0	10	0	5	0	0	0	5	0	0		\$4,615	\$0	
8E Change Orders and Contract Modifications	3	0	0	6	0	0	8	0	8	0	0	0	3	0	0		\$4,301	\$0	
TASK 9. SPNC CERTIFICATIONS/POST-CONST REPORT	14	0	2	24	0	40	22	0	28	16	20	0	4	0	0		\$25,416	\$0	
9A Certifications	6	0	0	20	0	0	20	0	20	0	0	0	2	0	0		\$10,990	\$0	
9B Post-Construction Report	8	0	2	4	0	40	2	0	8	16	20	0	2	0	0		\$14,426	\$0	
TASK 10. SPNC CONSTRUCTION OBSERVATIONS	10	0	0	10	0	0	25	0	0	0	0	250	0	0	0		\$33,780	\$0	
TASK 11. SPNC PROJECT MANAGEMENT	12	0	0	24	0	24	12	0	0	0	0	0	12	0	0		\$13,452	\$0	
TASK 12. SPNC FUNDING	4	0	0	8	0	10	10	0	6	0	12	0	6	0	0		\$7,946	\$0	
TASK 13. SPNC CONTINGENCIES	8	0	4	8	8	16	8	12	8	4	24	36	8	10	10		\$22,282	\$1,100	
TOTALS	130	0	38	148	162	238	173	216	125	44	304	286	130	92	204		\$323,774	\$59,140	

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TABLE 3. SUMMARY OF DIRECT COSTS

Task Description	Field		Boat/Offshore		Hydro Systems		CEC Direct Costs	Subconsultant Fees	Total Direct Costs
	Equipment (day)	(day)	(day)	(day)	(day)	(day)			
	\$100	\$400	\$500						
TASKS									
TASK 1 - SBF PHYSICAL MONITORING	1	1	1	1			\$3,900	\$5,000	
1A Beach Profiles	1	1	1	1			\$0	\$1,100	\$1,100
1B Aerial Photography							\$3,900	\$3,900	\$3,900
1C Annual Monitoring Report							\$0	\$0	\$0
TASK 2. SBF BIOLOGICAL MONITORING	1	0	0	0			\$3,240		
2A Sea Turtle Monitoring							\$0	\$0	\$0
2B Compaction Monitoring	1						\$100	\$0	\$100
2C Wintering Bird Monitoring							\$3,240	\$3,240	\$3,240
TASK 3. SBF PROJECT MANAGEMENT	0	0	0	0			\$0	\$0	\$0
TASK 4. SBF FUNDING	0	0	0	0			\$0	\$0	\$0
TASK 5. SBF CONTINGENCIES	0	0	0	0			\$0	\$0	\$0
TASK 6. SPNC CONSTRUCTION SURVEYS	12	12	12	12			\$7,000		
6A Beach Profiles	2	2	2	2			\$2,200	\$0	\$2,200
6B Navigation Channel Surveys	2	2	2	2			\$2,200	\$0	\$2,200
6C Aerial Photography							\$0	\$4,000	\$4,000
6D Sediment Analyses							\$0	\$3,000	\$3,000
6E Pay Surveys	8	8	8	8			\$8,800	\$0	\$8,800
TASK 7. SPNC BIOLOGICAL MONITORING	5	4	4	4			\$4,500	\$25,000	\$29,500
7A Seagrass Survey	4	4	4	4			\$4,400	\$0	\$4,400
7B Sea Turtle Monitoring							\$0	\$0	\$0
7C Compaction Monitoring	1						\$100	\$0	\$100
7D Shorebird Monitoring							\$0	\$25,000	\$25,000
TASK 8. SPNC CONSTRUCTION ADMINISTRATION	0	0	0	0			\$0	\$0	\$0
8A Pre-Construction Meetings							\$0	\$0	\$0
8B Work Plan, Shop Drawings and Submittals							\$0	\$0	\$0
8C Construction Progress Meetings and Reporting							\$0	\$0	\$0
8D Pay Applications							\$0	\$0	\$0
8E Change Orders and Contract Modifications							\$0	\$0	\$0
TASK 9. SPNC CERTIFICATIONS/POST-CONST REPORT	0	0	0	0			\$0	\$0	\$0
9A Certifications							\$0	\$0	\$0
9B Post-Construction Report							\$0	\$0	\$0
TASK 10. SPNC CONSTRUCTION OBSERVATIONS	0	0	0	0			\$0	\$0	\$0
TASK 11. SPNC PROJECT MANAGEMENT	0	0	0	0			\$0	\$0	\$0
TASK 12. SPNC FUNDING	0	0	0	0			\$0	\$0	\$0
TASK 13. SPNC CONTINGENCIES	1	1	1	1			\$1,100	\$0	\$1,100
TOTALS	\$2,000	\$7,200	\$10,800	\$20,000	\$39,140				

Exhibit "C"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date