

**AGREEMENT No. 11ME1
AMENDMENT No. 5**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
ANNA MARIA ISLAND BEACH NOURISHMENT PROJECT**

THIS AGREEMENT, entered into on 17th day of January, 2012, amended on the 2nd day of October, 2013, amended on the 2nd day of October, 2014, amended on the 8th of May 2015, and amended on 23rd day of May, 2016, the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department/DEP"), whose address is 3900 Commonwealth Boulevard, MS 3601, Tallahassee, Florida 32399, and MANATEE COUNTY a local government (hereinafter referred to as the "Local Sponsor"), whose address is 5502 33rd Avenue Drive West, Bradenton, Florida 34209, is hereby amended.

WHEREAS, the 2017 Legislature has provided FY 2016-2017 funds for construction; and,

WHEREAS, the Local Sponsor has requested to revise deliverables in the Grant Work Plan and the Department has agreed. Accordingly, the Grant Work Plan is revised as set forth in Attachment A-1.

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, the Department and the Local Sponsor do hereby agree as follows:

- Paragraph 5 sentence two is hereby deleted in its entirety and replaced with the following:

Therefore, the Department's financial obligation shall not exceed the sum of \$6,739,956.00 for this PROJECT or up to 50 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less.

- Paragraph 24 is hereby deleted in its entirety and replaced with the following:

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE ONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@dep.state.fl.us
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

- Paragraph 31 is hereby deleted in its entirety.
- Paragraph 32 is hereby deleted in its entirety and replaced with the following:

Insurance.

- a. **Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement.

The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

ii. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company- Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance.

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

- Paragraph 42 is hereby deleted in its entirety and replaced with the following:

Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

- Paragraph 46 is hereby added to this Agreement:

Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

- Paragraph 47 hereby added to this Agreement:

Prohibited Governmental Actions for Public Works Projects.

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state- appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
 - d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
 - e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.
- Paragraph 48 hereby added to this Agreement:

Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

MANATEE COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: Commission Chair

By: _____
Department of Environmental Protection
Secretary or designee

Print Name and Title

Print Designee Name and Title

Date: _____

Date: _____

FEID No. 59-6000727

Dena VanLandingham
Program Grant Administrator

Vincent George
DEP Project Manager

Local Sponsor's Attorney (if necessary)

Print Name and Title

***If someone other than the County Administrator signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the Agreement.**

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Grant Work Plan (6 pages)

ATTACHMENT A-1 GRANT WORK PLAN

Project Title: Anna Maria Island Beach Nourishment.

Project Location: The Project is located between Department of Environmental Protection (Department/DEP) reference monuments R1 - R10 and R12 - R41.3 along the Gulf of Mexico in Manatee County, Florida, as specified in the Strategic Beach Management Plan.

Project Background: The majority of the Project (R12 - R36) is part of the federal Manatee County Shore Protection Project, which was restored in 1993. Nourishment was completed in 2002. In 2005, a portion of the island received federally funded hurricane recovery nourishment. Restoration of the Coquina Beach segment (R36–R41.3) and the City of Anna Maria segment (R7 - R10) was completed in 2011. Additional restoration permit requirements include a geotextile tube and artificial mitigation reef. Nourishment of the entire Project was completed in FY 2013/14, in advance of FY 2014/15 as a result of Tropical Storm Debby in June 2012. Replacement of the Cortez Groins (R34 – R36) was completed in FY 2016/17.

Project Description: The Project consists of construction and monitoring of the nourishment of approximately 7.1 miles of Gulf of Mexico shoreline between Department Monuments R1- R10 and R12 - R41.3 in Manatee County.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department’s Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved Scope of Work for an eligible Project item. The monitoring standards may be found at:

<http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

- USACE- United States Army Corps of Engineers
- FWC- Florida Fish and Wildlife Conservation Commission
- JCP- Joint Coastal Permit
- NEPA- National Environmental Policy Act
- EA- Environmental Assessment

For the purpose of this Attachment A, Grant Work Plan, the term “Grantee” and “Local Sponsor” will be used interchangeably.

The Department and the Local Sponsor/Grantee agree that the state grant funding, not to exceed, the estimated costs of the Project as identified in Table 1 below:

TABLE 1
Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
2.0	Design and Permitting					
2.1	Geotechnical Investigation	50%		\$225,542.72	\$225,542.72	\$451,085.43
2.2	Design Services	50%		\$210,432.57	\$210,432.57	\$420,865.14
2.3	Pre-Construction	50%		\$49,886.18	\$49,886.18	\$99,772.36
2.4	Design of Cortez Groins	50%		\$107,132.90	\$107,132.90	\$214,265.80
	Subtotal			\$592,994.37	\$592,994.37	\$1,185,988.73
3.0	Construction					
3.1	Nourishment	50%		\$2,404,581.11	\$2,404,581.11	\$4,809,162.22
3.2	Construction of Cortez Groins	50%		\$3,443,122.67	\$3,443,122.67	\$6,886,245.34
	Subtotal			\$5,847,703.78	\$5,847,703.78	\$11,695,407.56
4.0	Monitoring					
4.1	Biological Monitoring	50%		\$195,542.34	\$195,542.34	\$391,084.68
4.2	Physical Monitoring	50%		\$103,715.51	\$103,715.51	\$207,431.02
	Subtotal			\$299,257.85	\$299,257.85	\$598,515.70
	TOTAL PROJECT COSTS			\$6,739,956.00	\$6,739,956.00	\$13,479,911.99

Changes in Project costs that increase or decrease the total funding amount shall require a formal amendment to the Agreement.

TASKS and DELIVERABLES:

Tasks must be completed as outlined below and in the Department-approved scope(s) of work prepared by the Local Sponsor for the Project. Deliverables listed below are to be completed by the Local Sponsor or submitted to the Department by the due date listed, in this Work Plan. The Deliverable due by dates established in this Grant Work Plan indicate the time by which a Deliverable is received. The dates do not necessarily correspond with permit required due by dates. The Local Sponsor must meet the terms of the permit for compliance. The Department shall provide review and comment/approval of each Deliverable prior to reimbursement.

TASK 2.0 Design

Task Description: The Local Sponsor will acquire the professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. All data and analysis will be presented in a Department-approved format per the scope of work required by paragraph 4 of this Agreement.

Performance Standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Scope of Work and this Grant Work Plan and this task description, and that work is being performed in accordance with the Grantee’s service provider contracted documents and specifications. Reimbursement requests may be submitted once a deliverable has been submitted to and approved by the Department’s Project Manager, in writing.

2.1 Geotechnical Investigation

Geotechnical Investigation is required to supply sand for the FY 2013/14 Anna Maria Island Central Beach Nourishment Project. The study will consist of the evaluation of existing sand sources in the study area, geophysical surveys of potential borrow material sources, geotechnical & cultural resources surveys, & borrow area design.

Deliverable A: Final version of the Geotechnical Investigation Report for the FY 2013/14 nourishment.

Total Cost: \$451,085.43 (**DEPARTMENT Cost:** \$225,542.72).

Due Date: July 30, 2015. Task is 100% complete.

2.2 Design Services

Required acquisition of JCPs (Joint Coastal Permit) from the Department & the United States Army Corps of Engineers (USACE), Environmental Assessment (EA) preparation to meet National Environmental Policy Act (NEPA) requirements, preparation of federally required Level 1 Reaffirmation Report and first draft Limited Reevaluation Report (LRR) design document.

Deliverable A: Preliminary Engineering & Environmental Services Report for the FY 2013/14 Anna Maria Island Central Beach Nourishment Project.

Total Cost: \$420,865.14 (**DEPARTMENT Cost:** \$210,432.57).

Due Date: July 30, 2015. Task is 100% complete.

2.3 Pre-Construction

Required updating of project design, obtaining necessary state & federal permit modifications, and NEPA approvals. Project will be constructed in conjunction with next federally authorized Central Beach Nourishment Project, scheduled for FY 2013/14.

Deliverable A: Pre-Construction Phase Engineering Services Report for the FY 2013/14 Coquina Beach Nourishment Project.

Total Cost: \$99,772.36 (**DEPARTMENT Cost:** \$49,886.18).

Due Date: July 30, 2015. Task is 100% complete.

2.4 Design of Cortez Groins

Required updating of project design, obtaining necessary state & federal permit modifications, and NEPA approvals.

Deliverable A: Pre-Construction Phase Engineering Services Report for the FY 2015/16 Cortez Groins Replacement Project.

Total Cost: \$214,265.80 (**DEPARTMENT Cost:** \$107,132.90).

Due Date: December 31, 2017.

TASK 3.0 Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. The task includes work associated with eligible beach restoration construction associated with the Project such as those costs approved through bids and construction-phase engineering and monitoring services. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit a construction activity package for task work completed during the period. The construction activity package must include:

- (1) An itemized summary of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; and proof of payment of the invoices, the period activity was performance;
- (2) A certification signed by the Local Sponsor's project manager as to the current cost of the Project; stating that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the Project; and that all funds expended to date have been applied toward completing the Project; and
- (3) A certification signed and sealed by the Engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Grant Work Plan, in accordance with construction contract documents; that payment is in accordance with construction contract provisions; and that construction, up to the point of the request, is in compliance with the contract documents; and identifying all additions or deletions to the Project that have altered the Project's performance standards, scope of work, or purpose since the issuance of the Department construction permit.

Performance Standard: The Department's Project Manager will review the construction activity package and other deliverables to verify that 1) work was performed in accordance with the service provider's-contracted documents and specifications in this task description and 2) that the deliverables meet the specifications in this task description. Reimbursement requests may be submitted once a deliverable has been submitted to and approved by the Department's Project Manager.

3.1 Nourishment

In coordination with the federal storm repair, a non-federal nourishment for Coquina Beach was completed in 2014 to address losses from Tropical Storm Debby and restore the full project template with placement of 260,000 cy from R33 to R40.5, including an overlapping taper section with the federal project area between R33 and R36.

Deliverable A: Certification of completion for the 2014 nourishment, constructed in accordance with Joint Coastal Permit No. 0281452.

Total Cost: \$4,736,659.40 (**DEPARTMENT Cost:** \$2,368,329.70).

Due Date: December 31, 2017.

Deliverable B: Report for pre-construction surveys of Mitigation Reefs (2014), required by JCP Monitoring Plan/Permit No. 0281452-005-JN.

Total Cost: \$72,502.82 (**DEPARTMENT Cost:** \$36,251.41).

Due Date: December 31, 2017.

3.2 Construction of Cortez Groins

A feasibility study investigating replacement alternatives for the Cortez Beach groins was conducted in 2012 and the replacement groin project was approved by FDEP. The groins protect Gulf Drive between R34-R36 within the boundaries of the federal project, although the groins are not federally authorized or funded. Construction of the permeable, adjustable replacement groins began in 2015 and was completed in 2016.

Deliverable A: Certification of completion 2016 Cortez Groins Replacement Project, required by Permit No. 0039378-009-JC.

Total Cost: \$5,300,545.34 (**DEPARTMENT Cost:** \$2,650,272.67).

Due Date: December 31, 2017.

Supplemental funding for the reimbursement of the shortfall balance for the construction of Cortez Beach groins provided in task 3.2A

Deliverable B: Certification of completion 2016 Cortez Groins Replacement Project, required by Permit No. 0039378-009-JC.

Total Cost: \$1,585,700 (**DEPARTMENT Cost:** \$792,850).

Due Date: December 31, 2017.

TASK 4.0 Monitoring

Task Description: This task includes a monitoring program conducted in accordance with the requirements specified in any and all permits issued by State or Federal agencies. A monitoring scope of work must be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the Project area and with the Department's Regional Coastal Monitoring Program. All data and analysis will be presented in a Department-approved format per the scope of work required by paragraph 4 of this Agreement.

Performance Standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Scope of Work and this Grant Work Plan and this task description, and that work is being performed in accordance with the Grantee's service provider contracted documents and specifications. Reimbursement requests may be submitted once a deliverable has been submitted to and approved by the Department's Project Manager, in writing.

4.1 Biological Monitoring

Coquina Beach, Beach Nourishment Project; Annual Nearshore Hardbottom Monitoring Surveys & Reports.

(Total cost for Year 1 monitoring of Nearshore Hardbottom (2012) was \$90,349.66. The original funding cost share provided was insufficient to reimburse all eligible costs. Deliverable A1 represents the balance of funds eligible for reimbursement for the Deliverable.)

Deliverable A: Report for Year 1 monitoring of Nearshore Hardbottom (2012), required by Permit No. 0281452-005-JN. (Total cost below represents a partial payment for the deliverable.)

Total Cost: \$81,892.91 (**DEPARTMENT Cost:** \$40,946.46).

Due Date: December 31, 2017.

Deliverable A1: Report for Year 1 monitoring of Nearshore Hardbottom (2012), required by Permit #: 0281452-005-JN. (Total cost below represents a partial payment for the deliverable.)

Total Cost: \$8,456.75 (**DEPARTMENT Cost:** \$4,228.37).

Due Date: December 31, 2017.

Deliverable B: Report for Year 2 monitoring of Nearshore Hardbottom (2013), required Permit No. 0281452-005-JN.

Total Cost: \$73,842.11 (**DEPARTMENT Cost:** \$36,921.05).

Due Date: December 31, 2017.

Deliverable C: Report for immediate post-construction/Year 3 monitoring of Nearshore Hardbottom (2014), required by Permit No. 0281452-005-JN.

Total Cost: \$51,732.14 (**DEPARTMENT Cost:** \$25,866.07).

Due Date: December 31, 2017.

Turtle Monitoring (2012)

Anna Maria Island Central Beach Nourishment Project, Coquina Beach Nourishment Project, & City of Anna Maria Beach Nourishment Project.

Deliverable D: Year 1 Post-Construction Turtle Monitoring data submitted in FWC format (2012).

Total Cost: \$40,660 (**DEPARTMENT Cost:** \$20,330).

Due Date: July 30, 2015. Task is 100% complete.

Turtle & Shorebird Monitoring (2013)

Anna Maria Island Central Beach Nourishment Project, Coquina Beach Nourishment Project, & City of Anna Maria Beach Nourishment Project.

Deliverable E: Year 2 Post-Construction Turtle Monitoring (2013), plus Shorebird Monitoring per FY 2013-2014 nourishment, all data submitted in FWC format.

Total Cost: \$52,555 (**DEPARTMENT Cost:** \$26,277.50).

Due Date: July 30, 2015. Task is 100% complete.

Coquina Beach, Beach Nourishment Project; Annual Artificial Reef Monitoring Surveys & Reports.

Deliverable F: Report for Year 1 monitoring Mitigation Reef (2013), required by Permit No. 0281452-005-JN.

Total Cost: \$41,093.52 (**DEPARTMENT Cost:** \$20,546.76).

Due Date: December 31, 2017.

Deliverable G: Report for Year 2 monitoring Mitigation Reef (2014), required by Permit #: 0281452-005-JN.

Total Cost: \$40,852.26 (**DEPARTMENT Cost:** \$20,426.13).

Due Date: December 31, 2017.

4.2 Physical Monitoring

Anna Maria Island Central Beach Nourishment Project, Coquina Beach Nourishment Project, & City of Anna Maria Beach Nourishment Project; Longboat Pass Ebb Tidal Shoal & North Jetty Geotextile Tube Physical Monitoring Surveys & Reports.

Deliverable A: Year 1 (2012) report for Ebb Tidal Shoal & Geotextile Tube per JCP Monitoring Plan.

Total Cost: \$105,515.02 (**DEPARTMENT Cost:** \$52,757.51).

Due Date: July 30, 2015. Task is 100% complete.

Deliverable B: Year 2 (2013) report for Ebb Tidal Shoal & Geotextile Tube per JCP Monitoring Plan.

Total Cost: \$101,916 (**DEPARTMENT Cost:** \$50,958).

Due Date: December 31, 2017.

NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance. All Tasks are Contractual Services.