

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
Contract No. 21-PS0125**

THIS AGREEMENT made and entered into this 28th day of June, 2021, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and ESA Scheda, 5892 E. Fowler Avenue, Tampa, FL 33617, duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

W I T N E S S E T H:

SECTION 1. The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:
Hernando County Continuing Seagrass Mitigation Monitoring.

SECTION 2. The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written AGREEMENT covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to COUNTY Administrator shall mean the Hernando County Administrator or his designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this AGREEMENT, upon written notice from the Hernando County Administrator, and shall be completed within three hundred thirty-six (336) days from the date of issuance of the Purchase Order.

SECTION 4. The PROFESSIONAL agrees to provide Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the PROFESSIONAL and of the details thereof. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, as if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension" an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event contract time expires and the PROFESSIONAL has not requested, or if the COUNTY has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the COUNTY.

SECTION 6. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the COUNTY. It is agreed that only Specialists, Sub-Professionals and/or other Professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, if applicable, permit or authorize the PROFESSIONAL to perform less than the total contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the PROFESSIONAL will bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

- a) After the COUNTY'S acceptance of final plans and documents, a reproducible form of the PROFESSIONAL'S drawings, tracings, plans and maps will be provided to the COUNTY. Upon completion of construction by the contractor, the PROFESSIONAL shall furnish acceptable field verified "record drawings" of full size prints. The PROFESSIONAL shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed

sheets was reviewed by the PROFESSIONAL. With the tracings and the record sets of prints, the PROFESSIONAL shall submit three (3) final sets of operation and maintenance manuals.

- b) The PROFESSIONAL shall not be liable for use by the COUNTY of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the COUNTY at any time during the period of this Agreement. The COUNTY will have the right to visit the site for inspection of the work and the drawings of the PROFESSIONAL at any time. Unless changed by written agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the COUNTY at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request at direct printing cost.

Records of cost incurred includes the PROFESSIONAL project accounting records, together with supporting documents and records of the PROFESSIONAL and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the PROFESSIONAL and Specialists, Sub-Professionals and/or other Professionals considered necessary by the COUNTY for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the COUNTY.

SECTION 9. The PROFESSIONAL shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

SECTION 11. The PROFESSIONAL is employed to render a professional service only and that payments made to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the PROFESSIONAL may be requested to act as agent of COUNTY. The PROFESSIONAL'S review or supervision of work prepared or performed by other individuals or firms employed by the COUNTY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

- a) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:
 - 1) immediately terminating the Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.
- b) If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time the Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the PROFESSIONAL shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed.

SECTION 13. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and in the aggregate. Proof of insurance shall be provided to the COUNTY upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL will also cause Professional Specialists and/or Sub-Professionals retained by PROFESSIONAL for the project to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD insurance form; Hernando County is named as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL also agrees that it shall not publish, copyright or patent any of the site specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 18. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this contract, which standards is hereby incorporated and made a part of this contract as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The COUNTY reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the PROFESSIONAL'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the COUNTY in conformity with the provisions of Paragraph (8) hereof. The PROFESSIONAL shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of the contract.

SECTION 21. All notices required to be served on the PROFESSIONAL shall be served by Registered or Certified mail, Return Receipt Requested, to PROFESSIONAL'S address and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 20 N. Main St., Room 263, Brooksville, FL 34601.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's records by a representative of the County, as such records relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between Hernando County and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

SECTION 23. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY- Contractor must have legally Authorized Workforce.

CONTRACTOR/CONSULTANT is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, CONTRACTOR/CONSULTANT represents and warrants (a) that the CONTRACTOR/CONSULTANT is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the CONTRACTOR/CONSULTANT employees are legally eligible to work in the United States, and (c) that the CONTRACTOR/CONSULTANT has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of CONTRACTOR/CONSULTANT's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the CONTRACTOR/CONSULTANT unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the CONTRACTOR/CONSULTANT's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the CONTRACTOR/CONSULTANT's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR/CONSULTANT cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the CONTRACTOR/CONSULTANT from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

CONTRACTOR/CONSULTANT is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:


1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

- SECTION 26.** Attachments:
- Exhibit "A" Scope of Services
 - Exhibit "B" Compensation and Method of Payment

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.



Signature *Thomas F. Ries*
VP

Pattynhall,

for Toni Brady
Chief Procurement Officer

ESA Scheda
Firm Name

SCOPE OF SERVICES

Hernando Beach Channel Dredge Project – Seagrass Mitigation Areas

Year 10 (2021) USACE Coordination & Seagrass Mitigation Monitoring

The attached proposed scope of services has been prepared for the Hernando Beach Channel Seagrass Mitigation assessment, focusing on monitoring of permit condition compliance for the above referenced project. In August 2018, ESA performed and submitted the 7th annual Seagrass Mitigation Monitoring Report to satisfy permit conditions for FDEP No. 27-02332733-009 and USACE Permit No. SAJ-2005-05553 MOD1 (IP-SCW). The monitoring report also included the consent requirements in OGC File No. 12-1488 due to 1.41 acres of additional unauthorized seagrass impacts during the dredging operation. The 7th annual report results, and conclusions recommended that the FDEP be petitioned for release of permit mitigation monitoring and consent order requirements due to the progression of the various aspects of the FDEP permit conditions of compliance. The 7th annual report also concluded that the USACE permit condition requirements were also met except for the 80% seagrass coverage requirements for the restoration of the “blow-outs” adjacent to the Bayport Channel.

In 2019, the focus of a revised scope of work by ESA was prepared and submitted as the 8th annual Mitigation Report. The 8th annual report only monitored and documented the progress of the USACE permit mitigation problematic Bayport Channel blow-out restoration sites. The 2019 monitoring report referenced the previous 2018 results but did inspect or obtain monitoring data from the other sections of the overall mitigation plan.

The 2020 monitoring event (9th annual monitoring) assessed both the Hernando Beach and Bayport components of both the FDEP and USACE permits and further evaluated the elements of the Seagrass Mitigation that was lacking the success criteria. The primary focus of the 2020 monitoring effort was to petition for release of Hernando County from further monitoring of the seagrass mitigation as required in the permit conditions of both permits, since in 2019, FDEP acknowledged that the consent requirements in OGC File No. 12-1488 were met and accepted. ESA was successful in working out a pathway towards release by the FDEP, which consisted of drafting a comprehensive assessment of this permitting process documenting lessons learned and provided success criteria recommendations for further seagrass mitigation authorization considerations. Upon delivery of this report, FDEP released Hernando County (6/1/2020) from any further monitoring requirements, as it was deemed successful.

The proposed tasks for the 2021 include (Task 1) a field meeting with the USACE representative to review the seagrass mitigation sites and discuss whether the results of the past nine years of monitoring demonstrates that the seagrass mitigation areas are trending towards success and can be released from any further monitoring requirements. If the USACE representative requires yet another year of monitoring and the submittal of a 10th annual monitoring report, Tasks 2 – 4 will be performed as detailed below. The 2021 monitoring report will only assess the Bayport components of the USACE permits (“blow-out” holes) to further evaluate the elements of the Seagrass Mitigation that is still lacking the success criteria. The focus of the 2020 monitoring will be to evaluate and petition for release of Hernando County from further monitoring of the seagrass mitigation as required in the permit conditions of the USACE permit.

SCOPE OF SERVICES

TASK DESCRIPTION

1.0 USACE COORDINATION AND FIELD REVIEW

It is financially advantageous for Hernando County to resolve the mitigation success criteria compliance reporting prior to continuing monitoring these sites or to developing a contingency plan, as required by specific conditions of the permit. Task 1 will cover coordination efforts with the USACE Compliance agents to resolve and review the mitigation sites and related permit conditions. This includes a site field visit on the County's boat. This will be a Fixed Fee/Lump Sum task.

2.0 MITIGATION SITES FIELD MONITORING

If Task 1 results in another monitoring event (10th Annual event), Task 2 will quantitatively review and summarize the conditions of the mitigation elements to assess whether the mitigation areas are meeting permit success criteria. Task 2 will also quantitatively and qualitatively assess the condition of all 64 Bayport blow-out holes, total of 6.80 acres, following the methods utilized in prior monitoring events, to estimate seagrass coverage and general site conditions. It should be noted that only 6.46 acres at compliance coverage specification criteria level of 80% coverage is required for USACE permit compliance. An attempt to designate at least 6.46 acres as meeting these conditions will be a focus of this assessment.

Three field days are anticipated for the data collection and site documentation with representative photographs. Two field days are anticipated to include snorkel diving and will consist of a Captain/Ecologist with two additional Ecologist/divers. A third field day will consist of the Captain/Ecologist and an additional Ecologist. ESA will provide a 23-foot boat equipped with outboard engine, suitable for the work, provided on-water field days are scheduled within acceptable weather conditions. Sites will be assessed using a combination of a towable video sled with real-time and recorded video. Additional assessments will utilize snorkel diving and/or a surface viewing device commonly called an aqua-scope. Positional data will be recorded with a Trimble GPS with sub-meter accuracy, or equivalent. Additional resources available during the data collection include the boat navigation chart plotter, side scan and vertical sonar unit. Coverage estimates will utilize a PVC 1-meter quadrant. This quadrant will be placed randomly among the mitigation area Bayport blow-out features to accurately assess coverage and occurrence of the seagrass species and drift algae component of each site, in addition to qualitative assessments. This will be a Fixed Fee/Lump Sum task.

3.0 MITIGATION MONITORING REPORT

The results of Task 2 will be presented in an 10th Annual Mitigation Monitoring Report to be submitted to Hernando County for review and eventual submittal to the USACE. It is anticipated that the results will allow a formal petition for release of permit conditions by the USACE. The report will follow the reporting format criteria stipulated in the USACE permit Special Condition No. 4 and follow the analytical methods utilized for previous monitoring reports of the blow-out areas in addition to qualitative assessment. This will be a Fixed Fee/Lump Sum task.

4.0 USACE COORDINATION AND FIELD REVIEW

After the mitigation monitoring report was sent to the USACE; we will coordinate with the USACE Compliance agents to resolve the seagrass mitigation requirements as it relates to permit conditions. Specifically, one meeting and one field trip are proposed to accompany the agency and County personnel to the mitigation sites. Deliverables for this task will include memorandum of the USACE coordination meetings and agency field review to adequately document topics discussed and the results. The boat and Captain/Ecologist will be provided by the consultant. This will be a Fixed Fee/Lump Sum task.

SCOPE & FEE ASSUMPTIONS

Please note that the following assumptions were used for developing the fee estimate. If additional work time is required due to the inaccuracy of these assumptions, or future changes in scope, additional fees will be billed on an hourly basis in accordance with ESA standard billing rates. Written authorization will be obtained from the client prior to incurring additional fees.

1. Task 1 - USACE site visit will be coordinated by the County and the County will provide a boat to take ESA and the USACE rep to the field sites.
2. Tasks 2, 3, & 4 will only be authorized if Task 1 results in another year of monitoring of the "blow-outs" adjacent to the Bayport Channel.
3. This scope of work is based on the project area and specific conditions referenced in the USACE Permit No. SAJ-2005-05553; Modification #1 (IP-SCW). The work will be limited to the area known as the Bayport "blow-out" holes.
4. No site-specific aerals will be flown for this monitoring or project site.
5. A maximum of two agency accompanied site visits of the mitigation areas in Hernando Beach and Bayport will be performed (Tasks 1 & 4).
6. Boat oriented site visits will have a maximum limit of 4 persons including the ESA Captain/Ecologist. Additional personnel will require mobilization and use of a larger ESA watercraft than proposed which can be available with a supplemental fee.
7. The sampling sites are readily accessible by boat and not blocked by debris or other navigation hazards or conditions.
8. No permitting, contingency planning or maintenance tasks are included.

EXHIBIT "B"

FEE ESTIMATE

Hernando Beach Channel Dredge Project – Seagrass Mitigation Areas

Year 10 (2021) USACE Seagrass Mitigation Release/Monitoring

FEE ESTIMATE

The total fee estimate, for the USACE mitigation monitoring and assessment report, agency coordination and report, as detailed in this scope of work, is **\$19,770.00**. This fee is considered a Fixed Fee/Lump Sum amount for Tasks 1 and 4. Tasks 2 and 3, were based upon the USACE's monitoring protocols being the same as last year; if these conditions (field investigation and reporting) remain the same, then these costs will be considered Fixed Fee/Lump Sum fees. If the USACE requires different monitoring requirements (less work or more), ESA will provide a revised cost estimate (tasks 2 and 3) accordingly to cover the changes required by the USACE for release of future monitoring requirements. The project will be billed monthly based on percent complete of each task. The County can only approve additional work through a change order.

ESA can perform the services identified above, within a week of obtaining a fully executed contract, and so long as NTP is provided within the appropriate seagrass survey season (June -Septmeber).

Task	Year 9 (2020) Seagrass Mitigation Monitoring	Billing	Task Fee
1	USACE Mitigation Sites Field Review	Lump Sum	\$1,200.00
2	Mitigation Sites Field Data Collection/Monitoring	Lump Sum	\$9,840.00
3	USACE Monitoring Report	Lump Sum	\$6,480.00
4	USACE Mitigation Sites Field Review	Lump Sum	\$1,200.00
4	Reimbursable (GPS, Boat, Field Truck and Supplies)	Lump Sum	\$1,050.00
	TOTAL		\$19,770.00