

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	February 5, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
<b>Department:</b>	<u>Environmental Resources Management</u>		
<b>Submitted By:</b>	<u>Environmental Resources Management</u>		
<b>Submitted For:</b>	<u>Environmental Resources Management</u>		

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

**A)** Assignment Assumption and Consent Agreement (Agreement) with Aptim Environmental & Infrastructure, Inc. (APTIM-INC), and Aptim Environmental & Infrastructure, LLC. (APTIM-LLC) for professional consultant services contract R2016-1523 (Contract) effective upon execution; and

**B)** Task Order No. 1523-09 to Contract (R2016-1523) with APTIM-LLC in an amount not to exceed \$205,136.90 providing for sea turtle monitoring services during the 2019 sea turtle nesting season beginning March 1, 2019 and ending December 31, 2019.

**Summary:** The Board of County Commissioners approved the Contract with APTIM-INC, a Palm Beach County company, on October 18, 2016 (R2016-1523). On January 7, 2019, APTIM-INC withdrew their status as a Florida registered corporation and was restructured as APTIM-LLC. Approval of this Agreement will assign the Contract from APTIM-INC to APTIM-LLC. APTIM-INC has consented to assign their Contract and Task Order Authorizations to APTIM-LLC for the completion of work. Task Order No. 1523-09 authorizes APTIM-LLC to manage permit-required sea turtle monitoring activities in association with the South Lake Worth Inlet Sand Transfer Plant Reconstruction Project, the Ocean Ridge Shore Protection Project, and the Singer Island Dune Restoration Project. The Task Order is funded by tourist development taxes and is eligible for cost sharing from the Florida Department of Environmental Protection (DEP). At the time of contracting, the Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) was 15% overall. APTIM-LLC committed to an overall 15% SBE participation and has achieved 69.4% overall SBE-M/WBE participation on the master contract. The subcontractor identified to perform on this Task Order is an SBE with participation that equates to 96.9% of the Task Order. Districts 1 and 4 (DC)

**Background and Justification:** APTIM-INC requested that Palm Beach County approve the assignment of their Contract to APTIM-LLC. Since professional services are still necessary for the completion of the coastal and marine engineering services annual contract, staff recommends assignment of APTIM-INC's Contract to APTIM-LLC. The scope of work associated with the Task Order is based on permit conditions included in the state and federal environmental permits issued for the South Lake Worth Inlet Sand Transfer Plant Reconstruction and Singer Island Dune Restoration. Data management, quality control, and data analysis services will also be provided. These services will enable the County to comply with permit-required data analysis and reporting requirements as well as tracking sea turtle use of project areas.

**Attachment:**

1. Assignment Assumption and Consent Agreement
2. Incorporation documents and Certificates of Insurance
3. Task Order No. 1523-09

<b>Recommended by:</b>		1-27-19
	<b>Department Director</b>	<b>Date</b>
<b>Approved by:</b>		1/28/19
	<b>Assistant County Administrator</b>	<b>Date</b>

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Capital Expenditures</b>	<u>\$144,055</u>	<u>\$61,082</u>	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$144,055</u>	<u>\$61,082</u>	_____	_____	_____
<b>No. ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget?                      Yes X                      No \_\_\_\_\_

Does this item include the use of federal funds?    Yes \_\_\_\_\_    No X

Budget Account No.:    Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Beach Improvement Fund	2019	2020
3652-381-M037-3120 Singer Island Dune Project	\$92,262.33	\$27,115.77
3653-381-M703-3120 South Lake Worth Inlet STP	\$51,792.50	\$26,498.09
3652-381-M015-3120 Ocean Ridge Shore Protection		\$7,468.21

**C. Department Fiscal Review:**

*S. Nemy*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

<u><i>[Signature]</i></u> OFMB	<i>1/28/19</i> <i>2/10/19</i>	<u><i>[Signature]</i></u> Contract Dev. and Control	<i>1/28/19</i> <i>1/28/19</i>
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**B. Legal Sufficiency:**

*[Signature]*  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

ATTACHMENT 1

**ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT**

**THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT** (the "Assignment") is made and entered into this \_\_\_\_\_ by and between Aptim Environmental & Infrastructure, Inc. ("Assignor"), Aptim Environmental & Infrastructure, LLC, ("Assignee") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County").

**WHEREAS**, pursuant to this Assignment, Assignor has agreed to assign and deliver to Assignee and Assignee has agreed to accept and assume from Assignor, the "Contract", as hereinafter defined, including all rights, claims, interests, and obligations with respect thereto; and

**WHEREAS**, the County has agreed and consented to the assignment of the Contract according to the terms and conditions set forth herein by its execution of this Assignment.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Contract.** The agreement to be assigned is the Contract for Professional Consultant Services Between Palm Beach County and CB&I Environmental & Infrastructure, Inc. (R2016-1523) dated October 18, 2016, together with Assignment Assumption and Consent Agreement (R2018-0302), First Amendment (R2018-1391), and Task Order Authorizations ("TOA") Nos. 1523-01, 1523-02, 1523-03, 1523-04, 1523-05, 1523-06, 1523-07, and 1523-08 issued pursuant thereto (the contract and the TOA's together form the "Contract").

**Section 2. Assignment and Effective Date.** Assignor hereby conveys, transfers and assigns its rights, title and interest in, to, and under the Contract to Assignee, as of February 5, 2019 (hereinafter the "Effective Date"), including all of Assignor's rights and obligations, and Assignee hereby assumes all of Assignor's rights and obligations, in, to and under the Contract with County, subject to the County's permission.

**Section 3. Assignee's Acceptance and Assumption.** Assignee hereby accepts the assignment to it of Assignor's rights, title and interest in, to, and under the Contract and hereby expressly assumes the performance of each of the terms, conditions, covenants, warranties, guarantees, obligations, liabilities and duties of the Assignor under the Contract, effective as of and beginning on, the Effective Date (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment) and Assignee hereby assumes and agrees to pay all debts, obligations, and liabilities of Assignor under the Contract that accrue on or after the Effective Date of this Assignment (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment).

**Section 4. No Waiver or Release.** Notwithstanding any other clause or provision in this Assignment, this Assignment is not intended to act as a release, waiver or relinquishment of any claims, demands, warranties, damages, causes of action or rights of County relating to Assignor and all such rights are reserved by County and shall remain notwithstanding this Assignment, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities and duties of Assignor existing prior to the Effective Date of this Assignment.

**Section 5. Payment for Work in Process and Completed Work.** Assignor is conveying, transferring and assigning all rights to payment for work and services performed under the Contract to Assignee as of the Effective Date. In order to transition work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by County before the Effective

Date, regardless of the dates of services or work performed, will be processed by County and if approved, paid to Assignor. Each invoice, payment certification and requisition, or other request for payment received by County on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by County and if approved, shall be paid to Assignee.

**Section 6. Hold Harmless and Indemnity.** In the event County is made a party to an action between Assignee and Assignor, or involving any third party, arising out of this Assignment, the Assignee and the Assignor shall each agree to indemnify, defend and hold County, its elected officials, employees and agents, harmless from and against any such claim, demand, cause of action, economic losses, damages, and costs and expenses (including reasonable legal fees and costs of investigation) that arise from, out of, or as a result of, this Assignment.

**Section 7. Appointment.** Assignor hereby irrevocably appoints Assignee, its successors and assigns, as the attorney and agent of Assignor, in Assignor's name and stead, to enforce the provisions of the Contract beginning on the Effective Date.

**Section 8. Acknowledgement.** By signing below, the County agrees, subject to the terms of this Assignment, to Assignor's assignment of all of its rights and obligations under the Contract beginning on the Effective Date. By signing below, the County acknowledges the assignment and transfer will not constitute a breach or default of the Contract by Assignor. The County acknowledges that Assignor and Assignee are relying on this consent in connection with this Assignment. Assignor acknowledges its continuing responsibilities as set forth in this Assignment.

**Section 9. Notices.** Beginning on the Effective Date, any and all notices required under the Contract and all payments to be paid under the Contract will be delivered to Assignee, at:

Thomas P. Pierro, P.E., D.CE  
Aptim Environmental & Infrastructure, LLC  
2481 NW Boca Raton Blvd.  
Boca Raton, FL 33431

**Section 10. Consent.** The County's consent is effective when this Assignment has been executed by all parties and approved by the Board of County Commissioners.

**Section 11. Authority.** The undersigned signatory for Assignor does hereby attest and affirm that he has the current lawful authority to execute this Assignment on behalf of the Assignor and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

**Section 12. Ratification.** Except as expressly modified herein, the Contract is hereby ratified, confirmed and remains in full force and effect.

**Section 13. Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day first above written.

**ATTEST:**  
**SHARON R. BOCK**  
Clerk and Comptroller

**PALM BEACH COUNTY, FLORIDA, A**  
**Political Subdivision of the State of Florida**  
**BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Mack Bernard, Mayor

**SEAL**

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

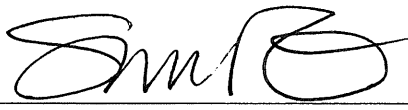
**APPROVED AS TO TERMS**  
**AND CONDITIONS**


By: \_\_\_\_\_  
Assistant County Attorney

By:   
Deborah Drum, Director  
Environmental Resources Management

**Aptim Environmental & Infrastructure, Inc.**  
(Assignor)

**Aptim Environmental & Infrastructure, LLC**  
(Assignee)  
a Louisiana limited liability company

By:   
(Signature)

By:   
(Signature)

Thomas P. Pierro, P.E., D.CE.  
V.P. for Licensing Purposes  
(Print Name and Title)

Thomas P. Pierro, P.E., D.CE.  
V.P. for Licensing Purposes  
(Print Name and Title)

(SEAL)

(SEAL)



ATTACHMENT 2



**R. Kyle Ardoin**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*

a copy of the Articles of Entity Conversion of

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.**

Organized under the laws of Louisiana,

Converting the corporation to a limited liability company, and changing the name to

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**

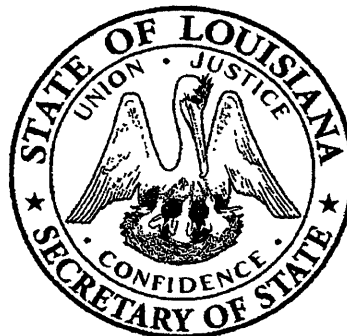
Was filed and recorded in this Office on December 31, 2018, with an effective date of December 31, 2018 at 11:59 PM.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 2, 2019

*Secretary of State*

SM 35256487K



Certificate ID: 11027524#4CF52

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**

**CERTIFICATE REGARDING CONTRACTING AUTHORITY**

I, Joshua A. DeCuir, do hereby declare and certify that I am the duly elected, qualified, and acting Assistant Secretary of Aptim Environmental & Infrastructure, LLC (“the **“Company”**”), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, and that in such capacity I do hereby declare and certify that:

In accordance with the authority granted and delegated by the Company’s Sole Member (and associated approved delegations thereof, Thomas Pierro has been and is authorized and empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, task orders, change orders, agreements, documents, and instruments of whatever nature or kind necessary up to any amount not to exceed a fixed price contract value of \$500,000 or cost reimbursable/time & material contract value of \$3,000,000.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of the Company on this 18<sup>th</sup> day of January 2019.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

By: Joshua A. DeCuir  
Joshua A. DeCuir, Assistant Secretary

**Corporate Seal:**





# CERTIFICATE OF LIABILITY INSURANCE

6/30/2019 DATE (MM/DD/YYYY) 1/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1429034 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC 4171 ESSEN LANE BATON ROUGE LA 70809	<b>INSURER A:</b> Indian Harbor Insurance Company <span style="float: right;">NAIC # 36940</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

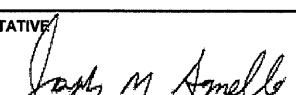
**COVERAGES** CERTIFICATE NUMBER: 14807570 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N N	CEO7446423	6/30/2018	6/30/2019	\$1,000,000 PER OCCURRENCE; \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
COASTAL AND MARINE ENGINEERING ANNUAL PROFESSIONAL SERVICES ON A TASK ORDER BASIS. RETROACTIVE DATE: FULL PRIOR ACTS ON A CLAIMS MADE BASIS.

RECEIVED  
JAN 22 2019

<b>CERTIFICATE HOLDER</b> 14807570 PALM BEACH COUNTY ATTN: ERM DIRECTOR 2300 NORTH JOG ROAD 4TH FLOOR WEST PALM BEACH FL 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

6/30/2019 DATE (MM/DD/YYYY)  
1/18/2019

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td><b>INSURER A : Greenwich Insurance Company</b></td> <td style="text-align: center;">22322</td> </tr> <tr> <td><b>INSURER B : XL Specialty Insurance Company</b></td> <td style="text-align: center;">37885</td> </tr> <tr> <td><b>INSURER C : Liberty Mutual Insurance Company</b></td> <td style="text-align: center;">23043</td> </tr> <tr> <td><b>INSURER D : Starr Indemnity &amp; Liability Company</b></td> <td style="text-align: center;">38318</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Greenwich Insurance Company</b>	22322	<b>INSURER B : XL Specialty Insurance Company</b>	37885	<b>INSURER C : Liberty Mutual Insurance Company</b>	23043	<b>INSURER D : Starr Indemnity &amp; Liability Company</b>	38318	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> 1431671 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC 4171 ESSEN LANE BATON ROUGE LA 70809															

**COVERAGES** **CERTIFICATE NUMBER: 14811912** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BROAD FORM PD</b> <input checked="" type="checkbox"/> <b>CONT.LIAB &amp; XCU</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CGD7409602	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAD7409603	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWD7409600 (AOS) CWR7409601 (WI)	6/30/2018 6/30/2018	6/30/2019 6/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C D	<input type="checkbox"/> <b>MARINE PROTECTION &amp; INDEMNITY</b>	N	N	UM00057337MA18A 3CABHOV4001 MASILNY00053718	6/30/2018 6/30/2018 6/30/2018	6/30/2019 6/30/2019 6/30/2019	\$1,000,000 PER OCC/\$2,000,000 AGG; 5M/5M XS PRIMARY 5M/5M XS PRIMARY

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. COASTAL AND MARINE ENGINEERING ANNUAL PROFESSIONAL SERVICES ON A TASK ORDER BASIS. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AND EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENT, AND THIS COVERAGE IS PRIMARY AND NONCONTRIBUTORY, WHERE REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF THE ADDITIONAL INSUREDS WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWABLE BY LAW. USL&H COVERAGE UNDER WORKER'S COMP. POLICY

RECEIVED

JAN 22 2019

ENVIRONMENTAL RESOURCES MANAGEMENT

<b>CERTIFICATE HOLDER</b> 14811912 PALM BEACH COUNTY ATTN: ERM DIRECTOR 2300 NORTH JOG ROAD 4TH FLOOR WEST PALM BEACH FL 33411	<b>CANCELLATION</b> See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Attachment Code: D534928 Certificate ID: 14811912

## **ADDITIONAL INSURED - AUTOMATIC - OWNERS, LESSEES OR CONTRACTORS**

POLICY NO. CGD7409602  
EFF DATE OF POL. 6/30/2018  
EXP. DATE OF POL 6/30/2019  
EFF. DATE OF END. 6/30/2018

**THIS ENDORSEMENT CHANGES CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A.** Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

**B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

**C.** However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
  - a. That is not provided to you in this policy; or
  - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
  - a. The Limits of Insurance provided to you in this policy; or
  - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

**D.** The insurance provided to the additional insured person or organization does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

**E.** The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

The additional insured must see to it that:

Attachment Code: D534928 Certificate ID: 14811912

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**F. For the coverage provided by this endorsement:**

The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**G.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

ATTACHMENT 3

**TASK ORDER**

TASK ORDER: 1523-09 CONSULTANT: Aptim Environmental & Infrastructure

ACCOUNT: various CONTRACT: R2016-1523, R2018-1391  
[Fiscal approval of Budget Availability: see attached BAS]

PROJECT MANAGER: Kelly Martin PHONE: 561-233-2509

CONTRACT MANAGER: Juan Cueto PHONE: 561-233-2431

PROJECT NAME: 2019 Sea Turtle Monitoring – Singer Island & Ocean Ridge

LOCATION/DISTRICT #: Singer Island & Ocean Ridge / Districts 1 & 4

TASK DESCRIPTION (use additional pages if necessary): The Consultant shall monitor sea turtle nesting along the beaches of Singer Island and Ocean Ridge and provide data management and analysis, as described in the attached Scope of Work dated December 5, 2018.

DELIVERABLES: See scope of work dated December 5, 2018.

TASK ORDER TYPE: FIXED PRICE \$174,661.90 DUE DATE: 12/31/2019  
NOT-TO-EXCEED \$30,475.00

**TOTAL AMOUNT \$205,136.90** See attached proposal dated 12/5/2018

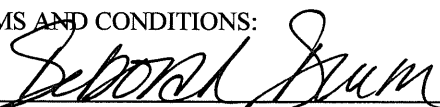
(Check where appropriate)  
for Contract and Subcontract Amounts:

	Black	Hispanic	Women	Other (specify)	White Male
M/WBE(State) <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SBE-M/WBE* <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SBE <input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ <u>198,799.72</u>	\$ _____	\$ _____

\*certified as both an SBE and a State MBE

TOTAL SBE-M/WBE PARTICIPATION: \$198,799.72

CONSULTANT REP:  DATE: 12/6/2018  
Thomas Pierro, P.E., Director of Operations

APPROVED AS TO TERMS AND CONDITIONS:  
ERM DIRECTOR:  DATE: 12-28-18

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ASSISTANT COUNTY ATTORNEY: \_\_\_\_\_ DATE: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mack Bernard, Mayor

**SCHEDULE # 2**

**LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE PRIME OR SUBCONTRACTOR**

PROJECT NUMBER: 1523-09 PROJECT NAME: 2019 Sea Turtle Monitoring – Singer Island & Ocean Ridge

TO: Aptim Environmental & Infrastructure, Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise  Minority Business Enterprise

Black  Hispanic  Women  Caucasian  Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 4/20/2018

The undersigned is prepared to perform the following described work in connection with the above project (**Specify in detail, particular work items or parts thereof to be performed**):

Sea turtle monitoring surveys for Singer Island and Ocean Ridge during 2019 nesting season.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


at the following price \$ 198,799.72  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

D.B. Ecological Services, Inc.  
(Print name of SBE-M/WBE Subcontractor)

By:   
(Signature)

Christine Perreta, President  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 12/9/18



APTIM  
2481 NW Boca Raton Blvd  
Boca Raton, FL 33431  
Tel: +1 561 391 8102  
Fax: +1 561 391 9116

December 5, 2018

Juan Cueto  
Palm Beach County  
Environmental Resources Management  
Shoreline Enhancement & Restoration Section  
2300 North Jog Road - Fourth Floor  
West Palm Beach, FL 33411-2743

**Re: Proposal for 2019 Sea Turtle Monitoring in Ocean Ridge and Singer Island**

Dear Juan:

This proposal is provided at your request for Aptim Environmental and Infrastructure, Inc. (APTIM) to provide professional services to assist Palm Beach County (the COUNTY) in permit-required sea turtle monitoring at Singer Island and Ocean Ridge for the 2019 sea turtle nesting season. APTIM has retained D.B. Ecological Services, Inc. to conduct this monitoring as they have extensive experience in monitoring for sea turtles.

**Scope of Services**

APTIM will oversee the scope of work proposed by D.B. Ecological Services, Inc. and provide the necessary administrative coordination to the COUNTY. D.B. Ecological has provided the enclosed proposal and cost breakdown for Ocean Ridge and Singer Island sea turtle monitoring tasks, which states:

“All work to be performed as indicated in the 2019 Palm Beach County Scope for the associated projects. This cost proposal is to provide services from 1 March 2019 – 31 December 2019. Work will be performed adhering to all marine turtle regulations imposed by the US Fish & Wildlife Service and the Florida Fish & Wildlife Conservation Commission.”

**Fee Proposal**

The fee for the services contained in this proposal is \$205,136.90 and will be billed monthly on a lump sum basis in proportion to the percentage of the work completed. Attached please find a spreadsheet that delineates the various tasks of the work estimated with the approved rates and classifications (Exhibit A). The total fee for APTIM's oversight and administrative coordination is \$6,337.18. The proposal from our sub consultant, D.B. Ecological, is attached as Exhibit B. The cost for D.B. Ecological's work has been organized in the following tasks:

- 1) Ocean Ridge Monitoring, \$59,722.00
- 2) Ocean Ridge Additional Tasks, \$16,150.00
- 3) Ocean Ridge Optional Tasks, \$7,237.50
- 4) Singer Island Monitoring, \$108,602.72
- 5) Singer Island Optional Tasks, \$7,087.50



APTIM  
2481 NW Boca Raton Blvd  
Boca Raton, FL 33431  
Tel: +1 561 391 8102  
Fax: +1 561 391 9116

The Additional and Optional Services (Tasks 2, 3 and 5 in the list above) may be requested by the COUNTY on an as needed basis. These tasks will be compensated on a "Not to Exceed" basis and require the associated back-up documentation. This proposal details the additional services and deliverables that will be provided pending the COUNTY's issuance of a Notice-to-Proceed for the Additional and Optional Services.

The services proposed herein will be performed in accordance with this proposal, the Professional Services Agreement R2016-1523 (dated October 18, 2016) and the First Amendment to the Annual Contract No. R2016-1523 (dated September 18, 2018) between Palm Beach County and Aptim Environmental & Infrastructure, Inc. for Coastal and Marine Engineering Services. We will commence work upon receipt of a Task Order from Palm Beach County. The sea turtle monitoring and reporting shall be completed by December 31, 2019, barring any circumstances beyond our control.

Thank you for the opportunity to continue to serve Palm Beach County. If you should have any questions, please call me at 561-361-3185 or email at [Stacy.Buck@aptim.com](mailto:Stacy.Buck@aptim.com).

Sincerely,

A handwritten signature in black ink that reads "Stacy E. Buck".

Stacy Buck  
Lead Biologist  
Aptim Environmental & Infrastructure, Inc.

cc: Kelly Martin, PBC-ERM  
Thomas Pierro, P.E., D.CE, APTIM

A handwritten signature in black ink that reads "Tom Pierro".

Authorized Corporate Signature

Thomas Pierro  
Printed Name

Director of Operations  
Title

**PALM BEACH COUNTY, FL**  
**2019 SEA TURTLE MONITORING**  
**OCEAN RIDGE AND SINGER ISLAND**  
**EXHIBIT B**  
**PROPOSAL FROM D.B. ECOLOGICAL SERVICES, INC.**

**December 5, 2018**

**PREPARED BY:**  
**APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.**



**EXHIBIT A**  
**PALM BEACH COUNTY**  
**2019 SEA TURTLE MONITORING**

**Cost Estimate**

TASK	LABOR COSTS				DIRECT COSTS
	Senior Project Manager (Hours)	Project Manager (Hours)	Bookkeeper (Hours)	Clerical (Hours)	Subconsultant Cost (\$)
<b>1. Ocean Ridge Sea Turtle Monitoring</b>					
a. APTIM Review & Coordination	2	16	5	2	
b. Subcontractor, D.B. Ecological Services, Inc. Monitoring					\$59,722.00 ✓
c. Subcontractor, D.B. Ecological Services, Inc. Additional Tasks					\$16,150.00 ✓
d. Subcontractor, D.B. Ecological Services, Inc. Optional Tasks					\$7,237.50 ✓
<b>2. Singer Island Sea Turtle Monitoring</b>					
a. APTIM Review & Coordination	2	16	5	2	
b. Subcontractor, D.B. Ecological Services, Inc. Monitoring					\$108,602.72 ✓
c. Subcontractor, D.B. Ecological Services, Inc. Optional Tasks					\$7,087.50 ✓
Total =	4 ✓	32 ✓	10 ✓	4 ✓	\$198,799.72
Rate =	\$244.70 ✓	\$135.69 ✓	\$76.39 ✓	\$63.10 ✓	1
Cost =	\$978.80 ✓	\$4,342.08 ✓	\$763.90 ✓	\$252.40 ✓	\$198,799.72 ✓
TOTAL LABOR COST =	\$6,337.18 ✓				
TOTAL DIRECT SUBCONTRACTOR COST =	\$198,799.72 ✓				
<b>TOTAL COST =</b>	<b>\$205,136.90 ✓</b>				

HC 12/6

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D.B. Ecological Services, Inc.  
1012 SW 7<sup>th</sup> St  
Boca Raton, FL 33486  
Phone # (561) 376-5502  
Fax # (561) 393-0394

12/5/18

**D.B. ECOLOGICAL SERVICES, INC. 2018 COST PROPOSAL FOR PALM  
BEACH COUNTY SEA TURTLE MONITORING  
SINGER ISLAND & OCEAN RIDGE**

All work to be performed as indicated in the 2019 Palm Beach County Scope for the associated projects. This cost proposal is to provide services from 1 March 2019 – 31 December 2019.

Work will be performed adhering to all marine turtle regulations imposed by the US Fish & Wildlife Service and the Florida Fish & Wildlife Conservation Commission.

A cost breakdown has been provided for Ocean Ridge on the attached spreadsheet labeled Exhibit B-1. The tasks referenced in Exhibit B-1 are only for tasks that necessary from 1 March 2019– 31 December 2019. The total costs established in Exhibit B-1 for Tasks 1-4 = \$59,722.00. The total proposed additional tasks = \$16,150.00. The total proposed optional tasks = \$7237.50 ✓

A cost breakdown has been provided for Singer Island on the attached spreadsheet labeled Exhibit B-2. The tasks referenced in Exhibit B-2 are only for tasks that necessary from 1 March 2019 – 31 December 2019. Any additional services will be provided under a separate Agreement. The total costs established in Exhibit B-2 for Tasks 1-4 = \$108,602.72. The total the proposed optional tasks = \$7087.50. ✓

*Christine Perretta*

Christine Perretta  
DB Ecological Services, Inc.

**Exhibit B-2**

**2019 Detailed Cost Breakdown for DB Eco Sea Turtle Monitoring of Singer Island, March-Dec**

**Singer Island Monitoring**

Task		Cost	Unit	# Units	Unit Rate
1	Nest survey	\$ 43,987.93	month	8	\$ 5,498.50
2	Scarps	\$ 1,600.00	month	7	\$ 228.57
3	Nest eval	\$ 15,890.00	month	7	\$ 2,270.00
4	Prog Mgmt	\$ 33,546.75	month	9	\$ 3,727.42
4 A,B,C	Prog Mgmt	\$ 13,578.04	month	8	\$ 1,697.26
<b>Monitoring =</b>		<b>\$ 108,602.72</b>			

**Singer Island Optional Tasks (Not to Exceed)**

						Unit	# Units	Unit Rate
A	Pre-construction Meeting	\$ 187.50	hr	1.5	\$ 125.00	one time		\$ 187.50
B	Late season Mon	\$ 3,300.00	day	30	\$ 110.00	month	1	\$ 3,300.00
C	Mark & Avoid (Included in Task B)	\$ -	month	1	\$ -	month	3	\$ -
D	Late Season Reloc	\$ 3,600.00	Nest	60	\$ 60.00	one time		\$ 3,600.00
<b>Optional Tasks =</b>		<b>\$ 7,087.50</b>						

**Exhibit B-1**

**2019 Detailed Cost Breakdown for DB Eco Sea Turtle Monitoring of Ocean Ridge, March-Dec**

**Ocean Ridge Monitoring**

Task		Cost	Unit	# Units	Unit Rate
1	Nest survey	\$ 29,470.00	month	8	\$ 3,683.75
2	Scarps	\$ 1,680.00	month	7	\$ 240.00
3	Nest eval	\$ 3,262.00	month	7	\$ 466.00
4	Prog Mgmt	\$ 18,000.00	month	9	\$ 2,000.00
4 A,B,C	Prog Mgmt	\$ 7,310.00	month	8	\$ 913.75
<b>Monitoring =</b>		<b>\$ 59,722.00</b>			

**Ocean Ridge Additional Tasks (Not to Exceed)**

		Cost	Unit	# Units	Unit Rate	Unit	# Units	Unit Rate
A	Reloc	\$ 150.00	Nest	5	\$ 30.00	one time		\$ 150.00
B	Caging	\$ 16,000.00	night	80	\$ 200.00	nightly	80	\$ 200.00
<b>Additional Tasks =</b>		<b>\$ 16,150.00</b>						

**Ocean Ridge Optional Tasks (Not to Exceed)**

		Cost	Unit	# Units	Unit Rate	Unit	# Units	Unit Rate
A	Pre-con Meeting	\$ 187.50	hr	1.5	\$ 125.00	one time		\$ 187.50
B.1	Late season Mon (Sept/Oct)	\$ 3,600.00	day	60	\$ 60.00	month	2	\$ 1,800.00
B.2	Late season Mon (Nov)	\$ 3,300.00	day	30	\$ 110.00	month	1	\$ 3,300.00
C	Mark and Avoid (Included in Task B)	\$ -	month	1	\$ -	month	3	\$ -
D	Late Season Reloc	\$ 150.00	Nest	5	\$ 30.00	one time		\$ 150.00
<b>Optional Tasks =</b>		<b>\$ 7,237.50</b>						

---

**Scope of Work**  
**2019 Singer Island Sea Turtle Monitoring**

Palm Beach County's Department of Environmental Resources Management (COUNTY) intends to contract with APTIM Environmental and Infrastructure Inc. (CONSULTANT), to provide sea turtle monitoring services in support of State permit requirements issued to Palm Beach County for the Singer Island dune restoration project. The project is 1.25 miles in length extending from Waterglades Condominium through Coral Sea Condominium. Northern Limit: (See attached survey map).

The CONSULTANT shall obtain all Florida Fish and Wildlife Conservation Commission (FWC) permits required for sea turtle monitoring, including authorization for nest relocation. All standard sea turtle permit required reports shall be submitted to FWC by the CONSULTANT. The CONSULTANT shall utilize trained and experienced staff to conduct all monitoring activities. All data shall be collected and entered into a computerized data management system, quality control and assurance conditions satisfied, and then submitted to the COUNTY as set forth in this Scope of Work. The COUNTY may, at its discretion, conduct independent surveys and observe data collection and analysis techniques for the purpose of comparing and validating compliance with FWC guidelines and this contract. Proven and unjustifiable discrepancies of more than 10% on a given day may be cause for contract termination.

All sea turtle crawl data shall be entered into the COUNTY's web-based data management system (database). In the event the COUNTY's database fails to function as designed, the CONSULTANT and the COUNTY shall determine mutually agreeable alternatives for data management and reporting. All physical beach monitoring data shall be compiled, stored, and submitted as outlined in each Task.

CONSULTANT shall follow standards defined in the Florida Fish and Wildlife Conservation Commission Marine Turtle Conservation Handbook. In addition, if deemed necessary, the COUNTY may provide a supplemental handbook outlining specific practices determined to be necessary. The CONSULTANT shall be required to follow the same methodology unless written approval has been given for alternate methods. In the event of a conflict between the guidelines and scope of work, the scope shall prevail and the CONSULTANT shall notify the COUNTY of any conflicts. The CONSULTANT (including all monitoring staff) shall also be required to have read and understood the handbook. A pre-season meeting and additional training and/or clarification of monitoring criteria may be requested by the COUNTY or CONSULTANT as necessary.

**Task 1: Daily Nesting Surveys and Beach Monitoring**

Daily surveys for sea turtle monitoring activity shall be conducted for all zones between March 1 and October 31. The locations of all crawls marked for evaluation are to be collected with a real time corrected DGPS unit with sub-meter accuracy. GPS data shall be uploaded to the database within one business day of data collection and examined for accuracy of content and position and for real-time correction. If necessary, data may be post-processed to obtain sub-meter accuracy using a base station approved by the COUNTY.

The following parameters shall be recorded for each crawl encountered on a daily survey form approved by the COUNTY:

- A. Date
- B. Start and end time of survey
- C. Weather conditions during survey
- D. Survey zone
- E. Species of turtle
- F. Crawl type
- G. Estimated distance from the egg chamber or landward extent of the non-nesting emergence to the high water line
- H. Estimated distance from the egg chamber or landward extent of the non-nesting emergence to the toe of dune
- I. Number of abandoned body pits

- J. Number of abandoned egg chambers
- K. Any obstructions (natural or man-made) encountered by the turtle and the turtle's response to that obstruction. Interactions with beach furniture, boats, or recreational equipment shall be recorded on a FWC Obstructed Nesting Attempt form and submitted to FWC per FWC guidelines and the COUNTY with the appropriate monthly data submittal.

Additionally, each nest record must contain a designation of marked/staked (yes/no) and clutch located (yes/no). If the nest is marked, a unique nest identification number must be assigned according to the COUNTY's naming convention.

If authorized by the FWC Marine Turtle Permit, nests may be relocated for conservation purposes, in accordance with FWC guidelines. All relocated nests must be marked for evaluation, regardless of species or marking rotation. Relocated nests shall be identified by the addition of "R" after the marked nest number (example: CC-060314-4BR-SIN).

Zone boundary markers will be installed at the beginning of the season (if missing) and maintained by the CONSULTANT in the dune at historical locations within the entire survey area throughout the nesting season.

Frequency: Daily from March 1 through October 31.

Deliverable: Each crawl record, including all parameters mentioned above, shall be entered into the COUNTY's database within one business day of collection. If the database is malfunctioning, the CONSULTANT will immediately notify the COUNTY. Original datasheets are to be scanned to PDF format and submitted with the monthly deliverable. A monthly summary of daily surveys will be submitted as described in Task 4 (Program Management) and will confirm survey extents and times and summarize any unusual activity on the beach. All original or post-processed GPS datafiles shall be submitted with the appropriate monthly data submittal. Any crawl location that cannot be corrected through real-time or post-processing shall be reported to the COUNTY with the appropriate monthly data submittal.

### **Task 2: Escarpment Mapping**

Weekly visual surveys for escarpment formation shall be conducted for the entire survey area. Escarpments steeper than 60° that exceed 18 inches in height for a distance of 100 feet or greater shall be mapped as a line feature with DGPS. The average height of any escarpments meeting the above criteria shall be estimated and the maximum height measured.

Frequency: Weekly from March 1 to September 30.

Deliverable: A cumulative summary spreadsheet of all surveys, including date and time, environmental conditions (winds, tide, and sea state), zone, average height, and maximum height and length of the escarpments (as a Microsoft Excel file), as well as GIS line features of escarpments (as ArcMap shapefiles in NAD83, Florida East) and the original GPS datafiles shall be included with each monthly data submittal. In addition to monthly summary submittal, any scarp that persists for a period of two weeks or longer shall be reported to the COUNTY via phone or email once documented so that it may be reported to the state.

### **Task 3: Nest Evaluations and Monitoring**

Selected nests shall be located, marked, tracked throughout the incubation period, and nest contents evaluated, if applicable. Nests shall be marked approximately 2 feet west of the egg chamber using a 2 foot (or larger) painted wooden stake. An additional painted wooden stake shall be placed at the toe of the dune in the dune vegetation. Precise measurements (distance and bearing) shall be made to the dune stake and recorded on the datasheet. If nest poaching occurs, an alternate staking method, proposed by the CONSULTANT and approved by the COUNTY, may be implemented in high-risk poaching areas upon FWC recommendation.

The clutch for each marked nest shall be located by digging a maximum of 10 narrow holes. If the clutch is not found, the approximate location shall be marked and monitored throughout the incubation period.

The nest marking rotation for each species shall be developed in consultation with the COUNTY prior to the start of each sea turtle nesting season. The nest marking protocol shall take into account variable nesting densities and potential losses due to erosion or depredation in the project and non-project areas to ensure similar sample sizes for each treatment. Historic and predicted trends shall be used to formulate the protocol. A running count shall be maintained and the beach shall be surveyed in the same direction each day to ensure randomization of nests selected for marking. By July 15 of each nesting season, the CONSULTANT shall compare the current data to predictions and, as necessary, make adjustments to the marking protocol to ensure a sufficient number of evaluated nests.

When sufficient numbers of nests are available, the following minimum numbers of nests shall be marked for each species per treatment:

- A. Loggerhead – 150 nests
- B. Green – 150 nests
- C. Leatherback – all nests

Every marked nest shall be checked daily for:

- A. Presence of nest stakes – if the nest stake is missing, the stake shall be reset, that day, using either the distance and bearing information recorded in the database or GPS coordinates, unless continued stake loss due to ongoing, extreme tidal events is likely
- B. Evidence of overwash – overwash events shall be categorized as to severity using the following criteria:
  - a. 1 = overwash over the egg chamber but less than 1 meter west of the egg chamber
  - b. 2 = overwash extent greater than 1 meter west of the egg chamber
- C. Evidence of predation – all depredation events, by a mammalian predator or nesting turtle, that involve loss of viable eggs and/or hatchlings (not just loss of hatchlings) shall be recorded using the following parameters:
  - a. Predator species
  - b. Number of eggs lost
  - c. Incubation stage at time of depredation
    - i. Pre-hatchling emergence
    - ii. Post-hatchling emergence

All predated nests shall be assigned a fate of “Predated” on the first instance of egg loss, even if viable eggs remain intact; these nests shall not be evaluated for reproductive success. Depredation events by non-mammalian predators, such as crabs, birds, or ants, shall be recorded only in the comments section; these nests shall be evaluated for reproductive success. If hatchlings are depredated after leaving the chamber, but before entering the water, the number of depredated hatchlings and the predator, shall be recorded in the comments section; these nests shall be evaluated for reproductive success.

- D. Evidence of hatchling emergence – each marked nest, older than 45 days post-deposition, shall be checked daily for hatchling emergence. If emergence is noted, the estimated number of emerged hatchlings shall be recorded, including subsequent emergences after the initial observation.
- E. Evidence of disorientation – **all** hatchling emergences observed in the survey area (not just those from marked nests) shall be evaluated for disorientation. A disorientation report shall be completed for any amount of disoriented hatchlings. All disorientation events shall be recorded on the FWC Marine Turtle Disorientation Incident Report form and faxed or emailed to the COUNTY and FWC within 24 hours of observation; the original form shall be submitted to FWC within one week of observation.

All appropriate information shall be recorded daily on a nest inspection datasheet (automatically generated by the database).

Each marked nest shall be evaluated for reproductive success no earlier than 72 hours post-emergence or 70 days post deposition, whichever is earlier, in accordance with FWC guidelines. For each marked nest, the following parameters shall be recorded on a hatch success form approved by the COUNTY:

- A. Number of hatched eggs
- B. Number of unhatched eggs
- C. Number of pipped live eggs
- D. Number of pipped dead eggs
- E. Number of live hatchlings
- F. Number of dead hatchlings
- G. Number of spacer eggs
- H. Depth to the top of the chamber (inches)
- I. Depth to the bottom of the chamber (inches)

Each marked nest shall be assigned a fate according to the following codes:

- A. Hatched (H) – hatched, eggs found
- B. Hatched, emergence not observed (HNO) – hatched, emergence not observed, eggs found
- C. Predated (PD) – predated, any number of eggs lost
- D. Protected (PR) – marked solely for protection or project purposes
- E. Poached (PV) – poached, any number of eggs lost
- F. Washout (WO) – eroded prior to anticipated or actual emergence, any number of eggs lost
- G. Lost (L) – not evaluated due to erosion after anticipated or actual emergence or proximity to a viable nest, all marking stakes removed and GPS coordinates unavailable, etc
- H. Could Not Locate (CNL) – eggs unable to be located
- I. Scavenged (SCV) – predated after hatchling emergence, any number of eggs lost
- J. Turtle Scattered (TS) – eggs scattered by nesting female, any number of eggs lost

For nests assigned a fate of “Lost”, an explanation of the circumstances must be entered into the comments section (example: nest eroded on 9/21 from Hurricane Xavier at 74 days post-deposition). If hatchling emergence is not observed after 70 days, the nest site shall be excavated to locate the clutch. A nest fate of “Could Not Locate” may only be used after a 4’x4’x4’ area has been excavated. All relocated nests must be marked and evaluated, regardless of species or marking rotation.

Frequency: Daily from March 1 until the last marked nest is evaluated.

Deliverable: Each nest inspection event and hatch success record, including the above mentioned parameters, shall be entered into the COUNTY’s database within one business day of collection. Copies of nest inspection sheets and hatch success datasheets are to be scanned to PDF format and provided with the appropriate monthly data submittal.

#### **Task 4: Program Management, Quality Assurance/Quality Control, and Reporting**

All data reporting forms shall be checked for accuracy and clarity by a CONSULTANT supervisor or senior staff member and all problems resolved within three business days of data collection. Data shall be entered into the COUNTY’s database and each entry verified for accuracy by at least one other person within four (4) weeks of data collection. Persons performing data entry and all verification checks shall initial and date each original datasheet. Alternative methods for data verification and quality assurance may be implemented by the CONSULTANT if approved in advance by the COUNTY.

Deliverable: A summary of the range of dates reviewed, all problems encountered associated with any task and problem resolution shall be included with each monthly data submittal. All deliverables and invoices shall be submitted on or before the 15<sup>th</sup> of each month following the month of data collection in order to receive payment. For reporting purposes, the COUNTY will be copied on or sent copies of reports submitted under Marine Turtle



Permit requirements including but not limited to INBS/SNBS reports, Shoreline Protection Project Excel Spreadsheets, reproductive reports, and annual summaries.

### **Optional Task A: Pre-construction Meeting**

If shoreline protection activities will occur during the period covered by this CONTRACT, the CONSULTANT shall attend the pre-construction meeting with the contractor and project sponsor.

Frequency: Once prior to project initiation.

Data Reporting: A copy of the pre-construction attendance sheet shall be provided to the COUNTY with the appropriate monthly data submittal.

### **Optional Task B - Late Season Construction Monitoring**

If construction activities occur between November 1 and November 30, daily sea turtle nesting surveys and nest monitoring and evaluations shall be conducted through November 30 in accordance with permit conditions and Tasks 1 and 3.

Frequency: Daily surveys and monitoring of nests shall occur until the last nest has been evaluated.

Data Reporting: As described in Tasks 1 and 3.

### **Optional Task C – Mark and Avoid Activities**

If construction activities occur between November 1 and November 30, all nests documented in the project area shall be marked and left in place. Such nests will be marked and the actual location of the clutch determined. A circle with a radius of three (3) feet, centered at the clutch shall be marked by stake and survey tape or string. Only those nests that are marked for Task 3 are to be evaluated.

Frequency: Daily from September 1 through November 30.

Data Reporting: As described in Tasks 1 and 3.

### **Optional Task D: Nest Relocation**

Nest relocation for construction purposes shall occur under the following circumstances:

- a) If shoreline protection activities will occur during the period from November 1 to November 30, nests deposited in areas that will be directly affected by shoreline protection activities shall be relocated to a nearby area that will not be affected by shoreline protection activities, regardless of species or marking rotation. Nest relocations will occur as authorized by USFWS and FWC.
- b) Late season nests deposited 65 days prior to an expected construction start date in areas that will be directly affected by shoreline protection activities shall be relocated.
- c) Any nest laid in an active construction area during activities described in Optional Tasks B and C shall be relocated.

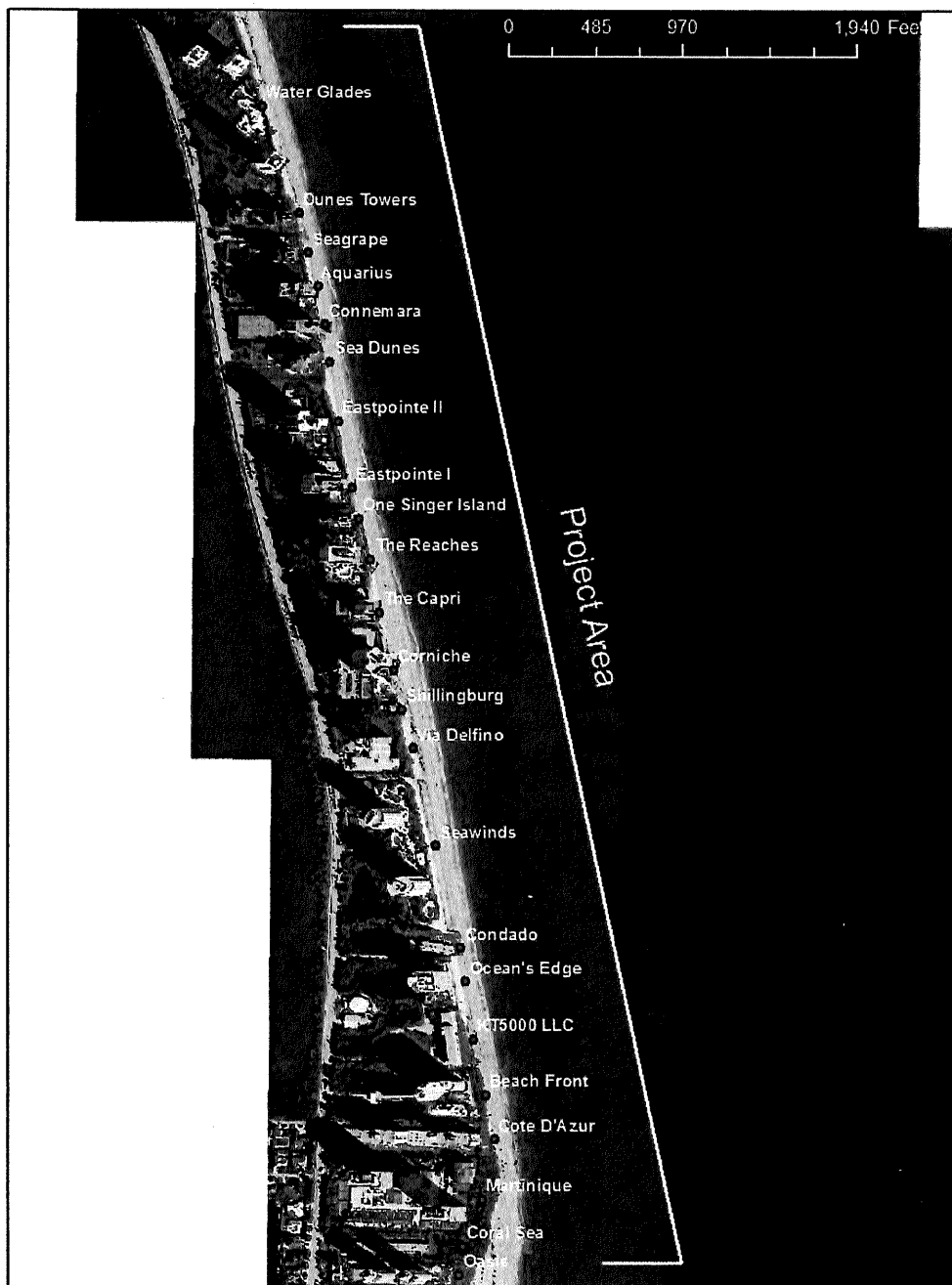
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All relocated nests shall be marked as described in Task 1, checked daily and evaluated for reproductive success as described in Task 3, regardless of species or marking rotation. The CONSULTANT shall be responsible for coordination with the construction contractor. The CONSULTANT shall be responsible for obtaining the appropriate marine turtle permit modification from the Florida Fish and Wildlife Conservation Commission to relocate nests for construction purposes.

Frequency: As needed.

Data Reporting: Data reporting shall occur in accordance with Tasks 1 and 3.

## Survey Map



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**Scope of Work**  
**2019 Ocean Ridge Sea Turtle Monitoring**

Palm Beach County's Department of Environmental Resources Management (COUNTY) intends to contract with APTIM Environmental and Infrastructure Inc. (CONSULTANT), to provide sea turtle monitoring services. This work is in support of current and anticipated State and Federal permit requirements issued to Palm Beach County for the South Lake Worth Inlet Sand Transfer Plant Bypassing.

The CONSULTANT shall provide services associated with monitoring sea turtle nesting for the beach 1500 feet north of the South Lake Worth Inlet running south to 180 feet south of R-monument 153 at the historical sea turtle zone 4 southern limit (3,500 total feet; see attached survey map).

The CONSULTANT shall obtain all Florida Fish and Wildlife Conservation Commission (FWC) permits required for sea turtle monitoring, including authorization for nest relocation. All standard sea turtle permit required reports shall be submitted to FWC by the CONSULTANT. The CONSULTANT shall utilize trained and experienced staff to conduct all monitoring activities. All data shall be collected and entered into a computerized data management system, quality control and assurance conditions satisfied, and then submitted to the COUNTY as set forth in this Scope of Work. The COUNTY may, at its discretion, conduct independent surveys and observe data collection and analysis techniques for the purpose of comparing and validating compliance with FWC guidelines and this contract. Proven and unjustifiable discrepancies of more than 10% on a given day may be cause for contract termination.

All sea turtle crawl data shall be entered into the COUNTY's web-based data management system (database). In the event the COUNTY's database fails to function as designed, the CONSULTANT and the COUNTY shall determine mutually agreeable alternatives for data management and reporting. All physical beach monitoring data shall be compiled, stored, and submitted as outlined in each Task.

In order to maintain consistency in data collection techniques, the CONSULTANT shall be provided a set of COUNTY sea turtle monitoring guidelines, containing specific definitions and monitoring criteria. The CONSULTANT shall be required to follow the same methodology unless written approval has been given for alternate methods. In the event of a conflict between the guidelines and scope of work, the scope shall prevail and the CONSULTANT shall notify the COUNTY of any conflicts. The CONSULTANT (including all monitoring staff) shall also be required to have read and understood the guidelines and to attend an early season consistency meeting with COUNTY staff. Additional training and/or clarification of monitoring criteria shall be provided as necessary at that meeting.

**Task 1: Daily Nesting Surveys and Beach Monitoring**

Daily surveys for sea turtle monitoring activity shall be conducted for all zones between March 1 and October 31. The locations of all crawls marked for evaluation are to be collected with a real time corrected DGPS unit with sub-meter accuracy. GPS data shall be uploaded to the database within one business day of data collection and examined for accuracy of content and position and for real-time correction. If necessary, data may be post-processed to obtain sub-meter accuracy using a base station approved by the COUNTY.

The following parameters shall be recorded for each crawl encountered on a daily survey form approved by the COUNTY:

- A. Date
- B. Start and end time of survey
- C. Weather conditions during survey
- D. Survey zone
- E. Species of turtle
- F. Crawl type
- G. Estimated distance from the egg chamber or landward extent of the non-nesting emergence to the high water line

- H. Estimated distance from the egg chamber or landward extent of the non-nesting emergence to the toe of dune
- I. Number of abandoned body pits
- J. Number of abandoned egg chambers
- K. Any obstructions (natural or man-made) encountered by the turtle and the turtle's response to that obstruction. Interactions with beach furniture, boats, or recreational equipment shall be recorded on a FWC Obstructed Nesting Attempt form and submitted to FWC per FWC guidelines and the COUNTY with the appropriate monthly data submittal.

Additionally, each nest record must contain a designation of marked/staked (yes/no) and clutch located (yes/no). If the nest is marked, a unique nest identification number must be assigned according to the COUNTY's naming convention.

If authorized by the FWC Marine Turtle Permit, nests may be relocated for conservation purposes, in accordance with FWC guidelines. All relocated nests must be marked for evaluation, regardless of species or marking rotation. Relocated nests shall be identified by the addition of "R" after the marked nest number (example: CC-060314-4BR-OR).

Zone boundary markers will be installed at the beginning of the season (if missing) and maintained by the CONSULTANT in the dune at historical locations within the entire survey area throughout the nesting season.

Daily coordination with sand transfer plant or construction personnel must occur indicating that the daily nesting survey has been completed in the area and either sand transfer plant or construction activities may begin.

Frequency: Daily from March 1 through October 31.

Data Reporting: The sand transfer plant clear time shall be recorded on the daily survey datasheet. Each crawl record, including all parameters mentioned above, shall be entered into the COUNTY's database within one business day of collection. If the database is malfunctioning, the CONSULTANT will immediately notify the COUNTY. Original datasheets are to be scanned and included in PDF format with monthly deliverables. A monthly summary of daily surveys will be submitted as described in Task 4 (Program Management) and will confirm survey extents and times and summarize any unusual activity on the beach. All original or post-processed GPS datafiles shall be submitted with the appropriate monthly data submittal. Any crawl location that cannot be corrected through real-time or post-processing shall be reported to the COUNTY with the appropriate monthly data submittal.

### **Task 2: Escarpment Mapping**

Weekly visual surveys for escarpment formation on the beach shall be conducted for the entire survey area. Escarpments steeper than 60° that exceed 18 inches in height for a distance of 100 feet or greater shall be mapped as a line feature with DGPS. The average height of any escarpments meeting the above criteria shall be estimated and the maximum height measured.

Frequency: Weekly from March 1 to September 30. Task to be a not-to-exceed item based on the number of weeks an escarpment is mapped.

Deliverable: A cumulative summary spreadsheet of all surveys, including date and time, environmental conditions (winds, tide, and sea state), zone, average height, and maximum height and length of the escarpments (as a Microsoft Excel file), as well as GIS line features of escarpments (as ArcMap shapefiles in NAD83, Florida East) and the original GPS datafiles shall be included with each monthly data submittal. In addition to monthly summary submittal, any scarp that persists for a period of two weeks or longer shall be reported to the COUNTY via phone or email once documented so that it may be reported to the state.

### **Task 3: Nest Evaluations and Monitoring**

All nests located within the survey area shall be located, marked, tracked throughout the incubation period, and nest contents evaluated, if applicable. If nesting levels reach a point where over 150 nests of each species may be marked within a season, an alternative marking scheme may be proposed and approved by the COUNTY. Nests shall be marked approximately 2 feet west of the egg chamber using a 2 foot (or larger) painted wooden stake. An additional painted wooden stake shall be placed at the toe of the dune in the dune vegetation. Precise measurements (distance and bearing) shall be made to the dune stake and recorded on the datasheet. If nest poaching occurs, an alternate staking method, proposed by the CONSULTANT and approved by the COUNTY, may be implemented in high-risk poaching areas upon FWC recommendation.

The clutch for each marked nest shall be located by digging a maximum of 10 narrow holes. If the clutch is not found, the approximate location shall be marked and monitored throughout the incubation period.

The nest marking rotation for each species shall be developed in consultation with the COUNTY prior to the start of each sea turtle nesting season. The nest marking protocol shall take into account variable nesting densities and potential losses due to erosion or depredation in the project and non-project areas to ensure similar sample sizes for each treatment. Historic and predicted trends shall be used to formulate the protocol. A running count shall be maintained and the beach shall be surveyed in the same direction each day to ensure randomization of nests selected for marking. By July 15 of each nesting season, the CONSULTANT shall compare the current data to predictions and, as necessary, make adjustments to the marking protocol to ensure a sufficient number of evaluated nests.

If nesting levels reach a point where not all nests are to be marked, certain nests shall be marked for protection regardless of marking scheme. Protected Nest Designation: In addition to regular nest marking, all nests shall be marked for protection purposes that are laid in:

1. a vehicle access;
2. within 10 feet of a lifeguard tower; or,
3. within 10 feet of the average tide line in Ocean Ridge in areas where mechanical beach cleaning is permitted by DEP. Areas that will not be cleaned during the season do not need to have low nests marked. Daily coordination with the beach cleaner must occur. Two signs, one each located north of the South Lake Worth Inlet and another at Oceanfront Park tractor access, must be changed daily to indicate that the daily nesting survey has been conducted in the area and that beach cleaning activities may begin. If any stakes are lost, they must be replaced daily (unless prevented by severe storm conditions) prior to beach cleaning activities.

To identify protected nests (unless they would have been marked as part of the marking rotation), they shall be assigned a nest ID as described in Task 1, with the addition of "P" after the marked nest number (example: CC-060314-4BP-OR). These nests shall be checked daily for the parameters A, D, and E below, but shall not be evaluated for overwash or reproductive success. All stakes shall be removed either 72 hours post-emergence or after 70 days post-deposition, whichever occurs first. All protected nests shall be assigned a nest fate of "Protected".

Every marked nest shall be checked daily for:

- A. Presence of nest stakes – if the nest stake is missing, the stake shall be reset, that day, using either the distance and bearing information recorded in the database or GPS coordinates, unless continued stake loss due to ongoing, extreme tidal events is likely
- B. Evidence of overwash – overwash events shall be categorized as to severity using the following criteria:
  - a. 1 = overwash over the egg chamber but less than 1 meter west of the egg chamber
  - b. 2 = overwash extent greater than 1 meter west of the egg chamber
- C. Evidence of predation – all depredation events, by a mammalian predator or nesting turtle, that involve loss of viable eggs and/or hatchlings (not just loss of hatchlings) shall be recorded using the following parameters:
  - a. Predator species
  - b. Number of eggs lost

c. Incubation stage at time of depredation

i. Pre-hatchling emergence

ii. Post-hatchling emergence

All predated nests shall be assigned a fate of "Predated" on the first instance of egg loss, even if viable eggs remain intact; these nests shall not be evaluated for reproductive success. Depredation events by non-mammalian predators, such as crabs, birds, or ants, shall be recorded only in the comments section; these nests shall be evaluated for reproductive success. If hatchlings are depredated after leaving the chamber, but before entering the water, the number of depredated hatchlings and the predator, shall be recorded in the comments section; these nests shall be evaluated for reproductive success. If the CONSULTANT is participating in the FWC NPA program, adjustments can be made to allow predated nests to remain marked. The COUNTY will develop a system to allow these protocols.

- D. Evidence of hatchling emergence – each marked nest, older than 45 days post-deposition, shall be checked daily for hatchling emergence. If emergence is noted, the estimated number of emerged hatchlings shall be recorded.
- E. Evidence of disorientation – all hatchling emergences observed in the survey area (not just those from marked nests) shall be evaluated for disorientation. A disorientation report shall be completed for any amount of disoriented hatchlings. All disorientation events shall be recorded on the FWC Marine Turtle Disorientation Incident Report form and faxed or emailed to the COUNTY and FWC within 24 hours of observation; the original form shall be submitted to FWC within one week of observation.

All appropriate information shall be recorded daily on a nest inspection datasheet (automatically generated by the database).

Each marked nest shall be evaluated for reproductive success no earlier than 72 hours post-emergence or 70 days post deposition (80 days for leatherbacks), whichever is earlier, in accordance with FWC guidelines. For each marked nest, the following parameters shall be recorded on a hatch success form approved by the COUNTY:

- A. Number of hatched eggs
- B. Number of unhatched eggs
- C. Number of pipped live eggs
- D. Number of pipped dead eggs
- E. Number of live hatchlings
- F. Number of dead hatchlings
- G. Number of spacer eggs
- H. Depth to the top of the chamber (inches)
- I. Depth to the bottom of the chamber (inches)

Each marked nest shall be assigned a fate according to the following codes:

- A. Hatched (H) – hatched, eggs found
- B. Hatched, emergence not observed (HNO) – hatched, emergence not observed, eggs found
- C. Predated (PD) – predated, any number of eggs lost
- D. Protected (PR) – marked solely for protection or project purposes
- E. Poached (PV) – poached, any number of eggs lost
- F. Washout (WO) – eroded prior to anticipated or actual emergence, any number of eggs lost
- G. Lost (L) – not evaluated due to erosion after anticipated or actual emergence or proximity to a viable nest, all marking stakes removed and GPS coordinates unavailable, etc
- H. Could Not Locate (CNL) – eggs unable to be located
- I. Scavenged (SCV) – predated after hatchling emergence, any number of eggs lost
- J. Turtle Scattered (TS) – eggs scattered by nesting female, any number of eggs lost

For nests assigned a fate of "Lost", an explanation of the circumstances must be entered into the comments section (example: nest eroded on 9/21 from Hurricane Xavier at 74 days post-deposition). If hatchling emergence is not observed after 70 days (80 days for leatherbacks), the nest site shall be excavated to locate the clutch. A nest fate

of "Could Not Locate" may only be used after a 4'x4'x4' area has been excavated. All relocated nests must be marked and evaluated, regardless of species or marking rotation.

Frequency: Daily from March 1 until the last marked nest is evaluated.

Data Reporting: Each nest inspection event and hatch success record, including the above mentioned parameters, shall be entered into the COUNTY's database within one business day of collection. Copies of nest inspection sheets and hatch success datasheets are to be scanned into PDF format and provided with the appropriate monthly data submittal.

**Task 4: Program Management, Quality Assurance/Quality Control, and Reporting**

All data reporting forms shall be checked for accuracy and clarity by a CONSULTANT supervisor or senior staff member and all problems resolved within one business day of data collection. Data shall be entered into the COUNTY's database and each entry verified for accuracy by at least one other person within four (4) weeks of data collection. Persons performing data entry and all verification checks shall initial and date each original datasheet. Alternative methods for data verification and quality assurance may be implemented by the CONSULTANT if approved in advance by the COUNTY.

Deliverable: A summary of the range of dates reviewed, all problems encountered associated with any task and problem resolution shall be included with each monthly data submittal. All deliverables and invoices shall be submitted on or before the 15<sup>th</sup> of each month following the month of data collection in order to receive payment. For reporting purposes, the COUNTY will be copied on or sent copies of reports submitted under Marine Turtle Permit requirements including but not limited to INBS/SNBS reports, Shoreline Protection Project Excel Spreadsheets, reproductive reports, and annual summaries.

**Additional Task A: Nest Relocation for Sand Transfer Plant Operation**

Nests deposited in zones 2 and 3 may require relocation out of the area of influence of the sand transfer plant intake and discharge to an appropriate incubation area in the event of active construction; the relocation area shall be selected in consultation with the CONSULTANT and COUNTY prior to each nesting season and shall be reevaluated periodically during the nesting season to ensure nests are adequately protected and/or are not unnecessarily relocated. Relocation activities must be completed prior to 9:00 AM on the date deposited. All relocated nests must be marked as described in Task 1 and evaluated as described in Task 3. Relocation and incubation areas are shown on Attachment 1. An estimated 5 nests per season may require relocation. The CONSULTANT must be able to obtain a FWC permit authorizing relocation activities.

Frequency: As required when nests are deposited within the relocation area.

Data Reporting: Observer, relocation start and end time, number of eggs, and egg chamber dimensions shall be recorded. Copies of datasheets shall be provided with the appropriate monthly data submittal. Data reporting shall occur in accordance with Tasks 1 and 5.

**Additional Task B: Caging Activities**

Nests deposited in the groin field (zones 3 and 4) may require screening with restraining cages to prevent hatchling interaction with the T-head groins. The egg chamber must be located for all nests deposited within the groin field (Attachment 1) as described in Task 3; if the nest marker is lost during incubation, it must be reset using sub-meter accurate DGPS coordinates and the top of the egg chamber reconfirmed, as described in Task 3, prior to cage deployment. The minimum caging criteria based on beach and lighting conditions shall be determined in coordination with the COUNTY prior to the first cage deployment. After 45 days of incubation, a restraining cage will be placed over the egg chamber for nests that require screening. The cage must be closed at sunset, checked once between 11:00 PM and 1:00 AM, and opened at sunrise every day. Hatchlings found in the cages shall be released immediately at a location that is not influenced by artificial lighting. The CONSULTANT



shall conduct all nest and monitoring evaluations as described in Task 3. The cage will be removed 72 hours post-emergence, during nest excavation, not upon nest emergence.

Frequency: As required when nests are deposited within the groin field.

Data Reporting: Date of cage checks, observer, cage open, check, and close times, emergence, number of hatchlings, and position of hatchlings within the cage shall be recorded. Data reporting shall occur in accordance with Tasks 1 and 5. Cost for this task shall be provided on a per night visit.

**Optional Task A: Pre-construction meeting**

The CONSULTANT will be required to attend a pre-construction meeting for any proposed construction which could include the sand trap dredging project and beach nourishment.

Frequency: Once prior to construction initiation.

Data Reporting: A copy of the pre-construction attendance sheet shall be provided to the COUNTY with the appropriate monthly data submittal.

**Optional Task B: Late season construction monitoring for the stretch of beach extending from 1500' north of the South Lake Worth Inlet to Adams Road (~2.25 miles)**

If construction activities occur between November 1 and November 30, daily sea turtle nesting surveys and nest monitoring and evaluations shall be conducted through November 30 in accordance with permit conditions and Tasks 1 and 5. Activities may include marking nests with perimeter stakes and flagging tape for protection from construction activity and relocation of nests from active construction zones as described in Additional Task A. Relocation could begin as early as August 28 (65 days prior to construction).

Frequency: Daily surveys and monitoring of nests shall occur until the last nest has been evaluated.

Data Reporting: As described in Tasks 1 and 3.

**Optional Task C: Mark and avoid activities for the stretch of beach extending from 1500' north of the South Lake Worth Inlet to Adams Road (~2.25 miles)**

If shoreline protection activities conducted by the COUNTY will occur during the period from March 1 to April 30 or in November, nests deposited in work areas where construction has ceased or will not occur for 65 days, shall be marked and left in situ as described in environmental permits. All nests shall be surveyed, monitored and marked as described in Task 1, with the addition of at least a 10' stake and ribbon perimeter, and evaluated and monitored as described in Task 5; The CONSULTANT shall be responsible for coordination with the construction contractor.

Frequency: As needed.

Data Reporting: Data reporting shall occur in accordance with Tasks 1 and 3.

**Optional Task D: Nest relocation for the stretch of beach extending from 1500' north of the South Lake Worth Inlet to Adams Road (~2.25 miles)**

Nest relocation for construction purposes shall occur under the following circumstances:

- a) If shoreline protection activities will occur during the period from 1 November to 30 November, nests deposited in areas that will be directly affected by shoreline protection activities shall be relocated to a nearby area that will not be affected by shoreline protection activities, regardless of species or marking rotation. Nest relocations will occur as authorized by USFWS and FWC.

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b) Late season nests deposited 65 days prior to an expected construction start date in areas that will be directly affected by shoreline protection activities shall be relocated.

c) Any nest laid in an active construction area during activities described in Optional Tasks B and C shall be relocated.

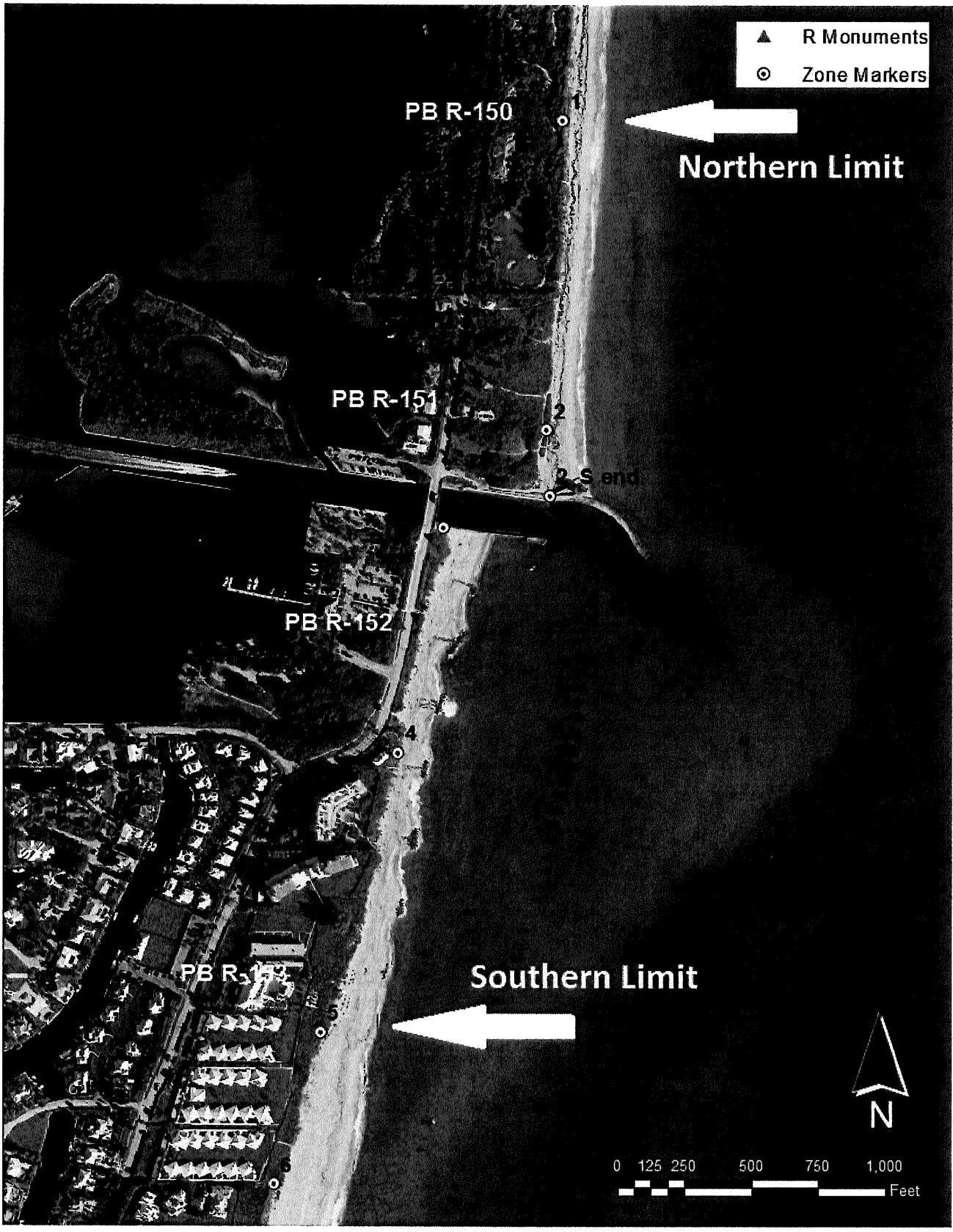
All relocated nests shall be marked as described in Task 1, checked daily and evaluated for reproductive success as described in Task 3, regardless of species or marking rotation. The CONSULTANT shall be responsible for coordination with the construction contractor. The CONSULTANT shall be responsible for obtaining the appropriate marine turtle permit modification from the Florida Fish and Wildlife Conservation Commission to relocate nests for construction purposes.

Frequency: As needed.

Data Reporting: Data reporting shall occur in accordance with Tasks 1 and 3.

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**Survey Map**





**Aptim Environmental & Infrastructure**  
**Continuing Contract for Coastal and Marine Engineering**  
**(f.k.a. CB&I Environmental & Infrastructure)**

Contract R2016-1523 dated October 18, 2016 for a period of two years, expires on October 17, 2018.  
Assignment Assumption and Consent Agreement (R2018-0302) dated March 13, 2018 changes name to APTIM.  
First Amendment (R2018-1391) dated September 18, 2018 extends the contract through October 17, 2019.  
SBE Goal 15.0% (10% SBE/White; 5% SBE/Woman)

Task Order summary:

TASK NUMBER	TOTAL/ SBE and/or MWBE AMOUNT	TASK DUE DATE	TASK DESCRIPTION	APPROVED BY/DATE
1523-01	234,549.44 228,212.26	12/31/2017	2017 Sea Turtle Monitoring - Singer Island & Ocean Ridge	BCC 2/7/2017
1523-02	30,212.03 0.00	9/27/2017	Jupiter/Carlin Nourishment Project - 2 Year Post Construction Physical Monitoring	ERM 6/21/2017
1523-03	194,311.90 187,974.72	12/31/2018	2018 Sea Turtle Monitoring - Singer Island & Ocean Ridge	BCC 2/6/2018
1523-04	86,717.81 0.00	5/15/2018	Lake Okeechobee Vibracore Sampling and Jet Probes	CRC 2/28/2018
AAC Agreement			Assignment Assumption and Consent Agreement - Name Change from CB&I to APTIM	BCC 3/13/2018
1523-05	13,956.49 0.00	10/1/2018	2018 SLWI Sand Transfer Plant Production Surveys	ERM 6/4/2018
1523-06	24,969.22 0.00	8/20/2018	Jupiter/Carlin Nourishment Project - 3 Year Post Construction Physical Monitoring	ERM 5/17/2018
First Amendment			1-Year Contract Extension	BCC 9/18/2018
1523-07	69,886.32 0.00	7/5/2019	South Lake Worth Inlet Sediment Budget Update	CRC 11/28/2018
1523-08	25,912.16 0.00	8/1/2019	Continued Permitting for Southern Palm Beach Island Comprehensive Shoreline Stabilization Project	ERM 11/14/2018
1523-09	205,136.90 198,799.72	12/31/2019	2019 Sea Turtle Monitoring - Singer Island & Ocean Ridge	BCC

Total: 885,652.27  
SBE-MBE: 614,986.70  
SBE-MBE Participation: 69.4%  
Report Date & Filename: 12/06/18