



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>  0  </u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>  X  </u>		No _____		
Does this item include the use of federal funds?	Yes _____		No <u>  X  </u>		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	Program _____

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

C. Department Fiscal Review: *A. Humpser*

**III. REVIEW COMMENTS**

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

*for review 7/12/22*  
*Lisa Mente* 7/13/22  
 PC 7/12 OFMB

*Mr. J. Jacobson* 7/14/22  
 Contract Dev. and Control  
 7-14-22 TW

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

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

Attachment 1

**AMENDMENT**

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 20307, Amendment 1

This Amendment to Contract . 20307, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Board of County Commissioners, Palm Beach County, Department of Environmental Resources Management, 59-6000785, whose address is 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411, hereinafter "Contractor," collectively, "Parties".

**CHANGES TO THE CONTRACT**

In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

**Contract 20307, Attachment A- Scope of Work, 1. Project Description, A. Overview, 4. Work to be Performed under this Contract, paragraph 1** of the Original Contract is hereby amended to read as follows:

Purchase, transport and placement of lagoon compatible sand and native limestone ("stone") bedding stone (3" to 6" stone) are to be funded by this contract. A maximum of 21,793.12 tons of sand and 325 tons of bedding stone will be shipped to a COMMISSION and CONTRACTOR approved staging area and, from there, will be loaded onto shallow-water barges and transported to the project site. Sand and stone will then be placed at appropriate locations and elevations to construct seagrass areas, mangrove and spartina islands, revetments, breakwaters, and oyster reefs, at the project site as indicated in the project plans hereto and made a part hereof as Attachment D to the original contract with excavators and other heavy equipment. A tug will be used to move and position the barges/floating platforms with excavators and other heavy equipment as needed. A minimum of one foot of clearance between the bottom of the Lake Worth Lagoon and the bottom of the barge and tug will be maintained at all times.

**Contract 20307, Attachment A- Scope of Work, 1. Description, A. Overview, 4. Work to be Performed under this Contract** of the Original Contract is hereby amended to add the following language:

Sand

The CONTRACTOR shall provide the COUNTY lagoon compatible sediments meeting the following technical specifications for in water placement to lines and grades detailed in the contract plans.

- A. Gradation of Sand: Satisfactory material shall be clean sand (classified as Fine Sand, Medium Sand, or Coarse Sand on the Wentworth scale). Material shall be free of roots, logs, trash, debris, contaminates, organics, and other deleterious substances, which might cause contamination or a violation of turbidity standards during construction.

Sand from each source shall meet the gradation criteria listed in the tables below.

SAND
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Parameter	Criteria (by weight)
Rock (greater than 3.5 inches)	0%
Fines (passing U.S. Standard No. 200 sieve) (Wet Sieve, ASTM D1140 or C117)	Less than 1.0%
Silts/Clay (passing U.S. Standard No. 230 sieve) (Wet Sieve, ASTM D1140 or C117)	Less than 0.6%

**B. Installation of Sand**

- i. Sand shall be placed on top of existing water bottoms to achieve the lines and grades shown on the Construction Plans (Attachment D to the original contract).
- ii. Sand shall be placed in a manner that minimizes the generation of turbidity project related turbidity, resuspension of the existing water bottoms, and spreading outside the active work area.
- iii. Sand shall not be placed by dumping or pushing material over the edge of a barge or other transport vessel. Sand shall not be placed with conveyors or other equipment that fluidizes or broadcasts the material.
- iv. When sand is placed above the water shall not be dropped through a free fall greater than three (3) feet.
- v. Sand placed below the water shall be mechanically placed by bucket and released only after submersion. Fill material **shall not** be indiscriminately dumped or released above the surface of the water to minimize water turbidity levels.
- vi. Construction Tolerances: Typical cross sections are shown on the Contract Plans. Sand shall be installed to the lines and grades as indicated on the Contract Plans within neatline tolerances of +/-0.5 feet (6 inches) vertically and +/-5.0 feet horizontally.

**Contract 20307, Attachment A- Scope of Work, 2. Basic Scope of Services** of the Original Contract is hereby amended to read as follows:

A maximum of 21,793.13 tons of sand and 325 tons of bedding Stone will be placed at the elevations specified in the project plans (Attachment D of the original contract). The quantity and placement of stone will be documented by the weight in tons, in surface dry natural state, by FDOT certified truck scales tickets, integrated weight systems, or surveys included with each invoice and confirmed by the contract manager prior to processing of the invoice. The COMMISSION will pay no more than \$59.41 per ton for transportation and placement of bedding Stone and \$45 per ton for transportation and placement of sand. Total payments may not exceed **\$999,999**.

**Contract 20307, Attachment A- Scope of Work, Table 3. Tasks, Deliverables, and Payment** of the Original Contract is hereby amended to read as follows:

**TABLE 3. TASKS, DELIVERABLES, AND PAYMENT**

<b>Task</b>	<b>Deliverable</b>	<b>Maximum Payment</b>
1. Transport by barge and place a maximum of 21,793.13 tons of sand to be billed at no more than \$45 per ton for purchase, transport, and placement to the project site according to engineering drawings in Attachment D to the original contract. See sand criteria described above.	-Report summarizing work completed -Copies of interim check surveys showing locations/elevations and quantities of sand placed	<b>\$980,691</b>
2. Transport by barge and place a maximum of 325 tons of Bedding Stone to be billed at no more than \$59.41 per ton for purchase, transport and placement to the project site according to engineering drawings in Attachment D to the original contract. See rock criteria described above.	-Report summarizing work completed -Copies of interim check surveys showing locations/elevations and quantities of sand placed	<b>\$19,308</b>
<b>Total Payments not to Exceed</b>		<b>\$999,999.00</b>

Contract 20307, Attachment A- Scope of Work, Section 7. COMPENSATION AND PAYMENT, of the Original Contract shall be revised to read as follows:


In addition to and pursuant to Term 4. COMPENSATION AND PAYMENT of the agreement FWC 20307 the following paragraph also applies with regard to invoicing:

The CONTRACTOR may submit multiple invoices or a single invoice upon the completion of Tasks. See Contract Section 4C for invoicing requirements. When the COMMISSION’s Project Manager has signed off on each deliverable associated with each Phase, the COMMISSION will pay the CONTRACTOR at an amount up to, but not exceeding the amount indicated for each deliverable. At the completion of all Tasks, the CONTRACTOR will invoice the COMMISSION and receive payment for an amount that will bring total project payments to a sum **not to exceed \$999,999**. A final report summarizing all project accomplishments and expenditures under this CONTRACT will be submitted with the final invoice.

**SIGNATURES**

All provisions of the Original Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Contract No. 20307 to be executed through their duly authorized signatories on the day and year last written below.

SELECT TYPE EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Board of County Commissioners, Palm Beach County, Department of Environmental Resources Management	Florida Fish and Wildlife Conservation Commission
 Contractor Signature	Thomas H. Eason <small>Digitally signed by Thomas H. Eason Date: 2022.06.20 08:46:18 -04'00'</small> Executive Director (or Designee) Signature
DEBORAH DRUM	Thomas H. Eason, Ph.D.
Print Name	Print Name
DEPARTMENT DIRECTOR	Assistant Executive Director
Title	Title
6-14-2022	06/20/2022
Date	Date

**ATTACHMENTS**

Attachments in this Agreement include the following:

- FWC Contract 20307 Attachment A- Scope of Work

Approved as to form and legal sufficiency:

/s/ Scott A. Stone  
 Scott A. Stone, Assistant County Attorney

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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**1. PROJECT DESCRIPTION**

**A. Project Overview**

**1. Purpose of this Agreement**

The purpose of this contract is to establish a funding mechanism between the Florida Fish and Wildlife Conservation Commission (“COMMISSION”) and the Palm Beach County Board of County Commissioners (“CONTRACTOR”) to implement a federally funded grant for \$1,000,000 to restore and enhance 39.9 acres of estuarine habitat through the capping of anoxic, fine-grained organic sediments (i.e., muck). The US Fish and Wildlife Service (USFWS) National Coastal Wetlands Conservation Grant Program (NCWCGP) grant award to the COMMISSION entitled, *Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, Florida*, (FL-C-F19AP00204 CFDA Program 15.614) is attached hereto and made a part hereof as Attachment B. The CONTRACTOR will perform the estuarine restoration activities through a sub-contractor attained through a competitive bid process, the CONTRACTOR documentation of which is attached hereto and made a part hereof as Attachment C. The CONTRACTOR has developed the project with highly experienced staff and acquired all necessary environmental permits to complete the project.

**2. Project Goals and Objectives**

The overall goal of the Tarpon Cove Project is to restore 39.9 acres of estuarine habitat in the Lake Worth Lagoon (LWL), including 34.8 acres seagrass, 2.7 acres mangrove, 2.1 acres oyster, and 0.3-acre of bird nesting habitats. The project will additionally enhance 6 acres of seagrass habitat adjacent to the project site. The project will create intertidal islands consisting of mangrove, tidal saltmarsh, intertidal sand flat, and oyster reef habitats, along with a beach-nesting bird island. These islands are expected to support over 120 species of fish, 39 species of birds, and 14 state and/or federally listed species including West Indian manatee, Johnson’s seagrass, Green and Loggerhead sea turtles, American oystercatcher, and Least tern. This project will stabilize sediments, preventing damage to surrounding seagrass beds during hurricanes and will protect the western shoreline adjacent to the project of the LWL from flooding and wind and wave damage from future hurricanes. Other benefits of the project include LWL water-quality improvements, improved wildlife- and fisheries-oriented recreational opportunities, and increased carbon sequestration capabilities, the latter of which contribute to resilience to the effects of climate change in the LWL. The final project, including all phases, will ultimately provide 39.9 acres of restored estuarine habitat. This contract will assist in achieving these goals and will fulfill the requirements of the USFWS NCWCGP grant by achieving the following objective:

- **Objective:** Acquire and install an estimated 418,000 cy of clean sand and 21,000 tons of native limestone to appropriate elevations, in order to restore 34.8 acres seagrass, 2.7 acres mangrove, 2.1 acres oyster, and 0.3-acre bird nesting habitats.

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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**3. Work to be Performed (Entire Project)**

This project, in its entirety, including funding from this contract as well as other sources, will achieve restoration goals by filling in a deep dredge hole with appropriate sediments to restore and enhance important shallow estuarine seagrass habitat through the capping of anoxic, fine-grained organic sediments (muck). Capping the muck in this location will allow for the natural recruitment of seagrasses, including Johnson’s seagrass (*Halophila johnsonii*), a federally threatened species. The project will also create five intertidal islands consisting of mangrove, tidal saltmarsh, intertidal sand flat, and oyster reef habitats, along with beach-nesting bird habitat.

**4. Work to be Performed under this Contract**

Purchase, transport and placement of native limestone (“stone”) armor/ riprap stone (4” to 3’ stone) and bedding stone (3” to 6” stone) are to be funded through this contract. A minimum of 8,245 tons of armor/ riprap stone and 2,700 tons of bedding Stone will be shipped to a jointly COMMISSION and CONTRACTOR approved staging area and from there will be loaded onto shallow-water barges and transported to the project site. Stone will then be placed at appropriate locations and elevations to construct revetments, breakwaters, and oyster reefs, at the project site as indicated in the project plans hereto and made a part hereof as Attachment D with excavators and other heavy equipment. A tug will be used to move and position the barges/floating platforms with excavators and other heavy equipment as needed. A minimum of one foot of clearance between the bottom of the Lake Worth Lagoon and the bottom of the barge and tug will be maintained at all times.

All quantities of materials claimed in invoices, shall be based on the units of materials placed to lines and grades and based on the units of materials verified through field inspection, truck tickets and/or payment surveys performed by a professional surveyor licensed in Florida provided by the CONTRACTOR. Materials purchased shall meet the following specifications:

- a. Stone materials include the following:
  - i. Armor Stone / Riprap (4” to 3’ stone)
  - ii. Bedding Stone (3” to 6” Dry Screened Limestone)
- b. Physical Properties: The stone from each source shall meet or exceed the criteria listed in the table below. Testing shall be performed in accordance with the method identified in the table below or an equivalent method per industry standards.

**Table 1: Stone Criteria**

Property	Method	Criteria
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**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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Bulk Specific Gravity SSD	FM 1-T 085	Greater than 2.24
Absorption	FM 1-T 085	Less than 5%
Sulfate Soundness	AASHTO T104	Less than 12% loss (after five cycles)
LA Abrasion	FM 1-T096	Less than 45%
Carbonates	FM 5-514	Gabion Stone $\geq$ 70%, Other $\geq$ 50%

Stone shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, blast fractures, seams and other defects that would tend to increase its deterioration from natural causes. If, by visual examination, it is determined that 10 percent or more of the stone produced contains hairline cracks, then all stone produced by the means and measures which caused the fractures shall be rejected. A hairline crack is defined as a width greater than 4 mm, continuous for one-third the dimension, and visible on at least two sides of the stone. All stone shall be clean and reasonably free from soil, quarry fines, and shall contain no refuse.

- c. Gradation: The stone from each source shall meet the gradation criteria listed in the tables below.

**Table 2(a): Stone Armor specifications**

<b>ARMOR STONE (2' to 3' LIMESTONE)</b>		
<b>Stone Size (ft.)</b>	<b>Weight (lb.)</b>	<b>% of Stones Less Than</b>
3.0	2,100	100
2.2	850	70 to 100
2.1	725	60 to 80
1.9	500	30 to 50
1.5	250	0 to 15

**Table 2(b): Stone Riprap specifications**

<b>RIPRAP (4" to 12" LIMESTONE)</b>		
<b>Stone Size (in.)</b>	<b>Weight (lb.)</b>	<b>% of Stones Less Than</b>
12	76	100
10	44	70 to 100
6	9	60 to 80
3	1	30 to 50
1	0.04	0 to 15

**Table 2(c): Limerock bedding stone specifications**

<b>BEDDING STONE (3" to 6" SCREENED LIMESTONE)</b>		
<b>Stone Size (in.)</b>	<b>Weight (lb.)</b>	<b>% of Stones Less Than</b>

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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9	39	100
6	9	40 to 100
3	1	0 to 15

All stone shall be hard, dense, durable and well graded within specified limits. Not more than 10% of the stones (by weight) within any gradation range shall have a least dimension less than one-third the greatest dimension (3:1 length to thickness). Greater than 10% flatter stone by weight shall not be accepted unless specifically called for in the Work Order. The inclusion of objectionable quantities of dirt, sand, clay and rock fines shall not be permitted.

Stone shall be used to construct revetments, breakwaters, oyster reefs, oyster shelves, oyster pods, and other stone structures shown on the project plans (Attachment D). Installation and placement shall meet the following criteria:

- a. Armor stone and riprap shall be placed in the locations and at the thickness shown without deviating from the lines and grade shown, including allowance for tolerances. Final shaping of the slope shall be performed concurrently with the initial placement of the stone. The placement of stones shall begin at the bottom of the slope to be covered and continue up-slope. The largest 10% of armor stones shall be placed at the toe of the structures, as indicated graphically in the plans. Remaining stones shall be randomly selected and set in contact with each other so that the interstices between adjacent stones shall be as small as the character of the stone will permit. The face of stone having the largest area shall be placed against the surface of the underlying material. Stones shall be placed in a manner to avoid displacing underlying materials or placing undue impact force on underlying material that would cause the breaking of stones or puncturing of filter fabric. Unless otherwise specified, stone shall not be dropped from a height greater than two (2) feet. The equipment used in placing the stone shall be suitable for handling materials of the sizes required including the ability to place the stone over its final position before release and, if necessary, pick-up and reposition the stone. Dragline buckets and skips shall not be used in placement. Moving stone by drifting or manipulating down the slope will not be permitted. The finished work shall be a well distributed mass, free of pockets of either smaller or larger stone, having a minimum of voids and with the maximum of interlocking of stones. It should be anticipated that re-handling of individual stones after initial placement will be required to achieve the above requirements.

Following placement of the armor stones, the remaining internal voids that exist between the geotextile and the contact points of the first layer of armor stones shall be filled with broken pieces of armor stone. Following the placement of any additional layers of armor stone, the internal voids shall be filled or “chinked” with these smaller pieces of stone otherwise referred to as chinking stone. The

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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external voids that exist between the contact points of the upper layer of armor stones and the upper surface of the stone structure shall not be filled with chinking stone.

- b. Bedding stone shall be spread uniformly on the geotextile filter fabric to the lines and grades as indicated in the plans, and in such manner as to avoid damage to the filter fabric. Bedding stone shall not be dropped through a free fall greater than three (3) feet onto the filter fabric. Placement shall begin at the bottom of the area to be covered and continue up-slope. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass. Placing of bedding stone by methods which tend to segregate the particle sizes within the layer will not be permitted. Any damage to the surface of filter fabric during placement of bedding stone shall be repaired before proceeding with the work. Compaction of bedding material will not be required, but shall be finished to present an adequately even surface, free from mounds and windrows.

The CONTRACTOR will adhere to all conditions and requirements of the Florida Department of Environmental Protection (FDEP) Environmental Resource Permit 50-0354344- 003 and Letter of Consent to Use Sovereignty Submerged Lands, issued on June 17, 2019, and the U.S. Army Corps of Engineers (USACE) Permit SAJ-2017—01527 (SSSP-LCK), issued on February 15, 2018 hereto and made a part hereof as Attachment E. The project will remain in the ownership of the State of Florida and under the management of the CONTRACTOR in perpetuity.

**B. Background**

This project is a partnership between the COMMISSION and the CONTRACTOR. The CONTRACTOR designed and permitted the project and the COMMISSION applied for and was awarded federal funding through the USFWS NCWCGP grant to provide funding for a portion of the project. Additional partners contributing funding include:

- NOAA Irma Disaster Recovery Grant
- State of Florida Department of Environmental Protection Legislative Appropriations
- Palm Beach County Manatee Protection Fund
- Local NGO volunteer hours

The COMMISSION has committed \$50,000 from the Marine Resources Conservation Trust Fund (MRCTF) which was expended on construction materials in state fiscal years 18/19 and 19/20. The CONTRACTOR has committed \$361,574 in cash and in-kind services as match. Documentation of the expenditure of this match was submitted to the USFWS in September 2020 attached hereto and made a part hereof as (Attachment F). This CONTRACTOR match contribution was for services including, construction oversight, placement of sand, permit compliance, purchase, and placement of limestone rock during the period of July 1, 2019 through

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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June 30, 2020. The CONTRACTOR is additionally committed to providing funding to complete the project. Each organization will ensure accurate accounting of their match contributions and provide appropriate documentation to the US Fish and Wildlife Service. The CONTRACTOR will also provide all relevant match contribution documentation to the COMMISSION.

**C. Support of Commission Mission**

The overall mission of the COMMISSION is, “*Managing fish and wildlife resources for their long-term well-being and the benefit of people.*” The Tarpon Cove Project is intended to restore estuarine habitats, which will benefit fish and wildlife (e.g., birds and manatees) and increase recreational opportunities in Lake Worth Lagoon (e.g., fishing, bird watching).

As one of its many activities, the COMMISSION’s Division of Habitat and Species Conservation is tasked with aquatic habitat conservation and restoration of marine, estuarine, and freshwater systems in the state of Florida. Specific objectives include:

- Creating balanced aquatic ecosystems to support a multi-species environment to benefit Florida’s native fish and wildlife.
- Monitoring and managing Florida’s wetlands to restore and enhance aquatic habitats.
- Establishing desirable native aquatic vegetation that protects shorelines from erosion.
- Offering scientific support to other government groups to promote good environmental management practices.

To achieve these objectives, the COMMISSION collaborates with partners with similar objectives and responsibilities to develop an integrated strategy for habitat restoration which achieves results on a landscape scale. The Tarpon Cove project is an example of such a joint venture.

It is the mission of the CONTRACTOR and project partner “to establish, maintain, and implement programs for the protection, preservation, and enhancement of the land and water resources of Palm Beach County”. The CONTRACTOR has over 20 years of experience implementing large-scale estuarine and marine projects and managing over 31,000 acres of Palm Beach County natural areas. To date, the CONTRACTOR has restored 330 acres of habitat, including 100 acres of mangroves and salt marsh, 126 acres of submerged aquatic vegetation, 39 acres of maritime hammock, 14 acres of artificial reef, 18 acres of stone revetment and 11 acres of oysters, throughout Palm Beach County estuaries.

**2. BASIC SCOPE OF SERVICES**

A minimum of 8,245 tons of armor/ riprap Stone and 2,700 tons of bedding Stone will be placed at the elevations specified in the project plans (Attachment D). The quantity and placement of stone will be documented by the weight in tons, in surface dry natural state, by FDOT certified truck scales tickets, integrated weight systems, or surveys included with each invoice and confirmed by the contract manager prior to processing of the invoice. The COMMISSION will

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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pay no more than \$100 per ton for transportation and placement of armor/ riprap Stone and \$65 per ton for transportation and placement of Bedding Stone. Total payments may not exceed **\$999,999**.

**3. DELIVERABLES**

The CONTRACTOR will provide the COMMISSION with a report summarizing each Task completed and documentation with each submitted invoice. The reports will include tasks accomplished by date, deliverables provided (see measurement and documentation methods below), problems that occurred, and how problems were resolved. The reports shall be submitted electronically to the COMMISSION project manager within 30 days of the completion of the Task.

**A. Measurement and Documentation Methods**

1. The quantities eligible for payment shall be based on the following methods.
  - i. **Supplier Invoices:** Invoices from material and product suppliers documenting the type and quantities of product and materials supplied to the CONTRACTOR for relevant project work. The supplier’s invoiced amounts (\$) shall not be used as the sole basis for determining payments due to the CONTRACTOR.
  - ii. **Truck Weight Tickets:** Weights tickets shall be obtained from FDOT certified scales to document material quantities (i.e. weight of material) supplied for the work. Trucks shall be weighed before and after loading or before and after unloading. Material shall be well-drained and free of excess water and have a moisture content no greater than ten percent (10%). Each ticket shall have a ticket number, a truck identifier, time and date of loading, time and date of delivery, supplier/source, material weight, and the type of material supplied. The CONTRACTOR may be asked to weigh trucks in the presence of the COMMISSION. The CONTRACTOR shall provide to the COMMISSION proof of scale certifications.
  - iii. **Construction Surveys:** Topographic/bathymetric surveys shall document the pre- and post-conditions for elements of the work. Surveys shall be certified by a Florida registered professional surveyor. The surveys and estimates of quantities installed, placed, and completed to the lines, grades, and tolerances shown in the Contract Plans shall be provided by the CONTRACTOR. The quantity estimate shall differentiate between quantities placed in accordance with the Contract Documents eligible for payment and misplaced materials.
  - iv. **Integrated Weight System Logs:** Weight systems shall document quantities loaded on to barges for transport. Weight systems shall be certified by the CONTRACTOR and approved by the COMMISSION prior to use for the work. Weight systems shall only

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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be used at staging areas to track materials loaded onto barges for the work. The CONTRACTOR shall provide a log of quantities loaded. The log shall time and date, material weight, and type of material.

2. Supply / Barge Load / Transport / Install armor stone, riprap, bedding stone
  - i. Payment for this item shall be made as a unit price (ton for costs associated with or incidental to supplying stone for the work.
  - ii. Measurement of quantities shall be based on truck weight tickets provided by the CONTRACTOR as in 3.A.1(ii) above. The CONTRACTOR shall also organize the information from the weight tickets into a digital spreadsheet format to facilitate the COUNTY’s review.

**Table 3. Tasks, Deliverables, and Payment**

<b>Task</b>	<b>Deliverable</b>	<b>Maximum Payment</b>
1. Transport by barge and place a maximum of 2,061.25 tons of armor/ riprap stone to be billed at no more than \$100 per ton for purchase, transport, and placement; and 675 tons of bedding stone to be billed at no more than \$65 per ton for purchase, transport and placement to the project site according to engineering drawings in Attachment D placement. See stone criteria described above.	-Interim report summarizing work completed -Copies of interim check surveys showing locations and quantities of stone placed	\$250,000
2. Transport by barge and place a maximum of 2,061.25 tons of armor/ riprap stone to be billed at no more than \$100 per ton for purchase, transport, and placement; and 675 tons of bedding stone to be billed at no more than \$65 per ton for purchase, transport and placement to the project site according to engineering drawings in Attachment D placement. See stone criteria described above.	-Interim report summarizing work completed -Copies of interim check surveys showing locations and quantities of stone placed	\$250,000
3. Transport by barge and place a maximum of 2,061.25 tons of armor/ riprap stone to be billed at no more than \$100 per ton for purchase, transport, and placement; and 675 tons of bedding stone to be billed at no more than \$65 per ton for purchase, transport and placement to the project site according to engineering drawings in Attachment D placement. See stone criteria described above.	-Interim report summarizing work completed -Copies of interim check surveys showing locations and quantities of sand placed	\$250,000

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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4. Transport by barge and place a maximum of 2,061.24 tons of armor/ riprap stone to be billed at no more than \$100 per ton for purchase, transport, and placement; and 675 tons of bedding stone to be billed at no more than \$65 per ton for purchase, transport and placement to the project site according to engineering drawings in Attachment D placement. See stone criteria described above.	-Final report summarizing work completed -Copies of interim check surveys showing locations and quantities of stone placed	\$249,999
<b>Total Payments not to Exceed</b>		\$999,999

**B. Reports**

Annual project performance and fiscal reports will be submitted as per the schedule described in the table below. These reports will include project construction progress, deviations from project schedule, monitoring data and summaries, and expenditures. Approval for project modifications from the original project proposal approved as part of the USFWS NCWCGP grant must be justified and sought by formal request through the COMMISSION and to the USFWS.

**Table 4: Report schedule**

Report	Performance Period	Due Date
Annual Performance Report 20/21	July 1, 2020 – June 30, 2021	August 30, 2021
Annual Fiscal Report 20/21	July 1, 2020 – June 30, 2021	August 30, 2021
Annual Performance Report 21/22	July 1, 2021 – June 30, 2022	August 30, 2022
Annual Fiscal Report 21/22	July 1, 2021 – June 30, 2022	August 30, 2022
FINAL Annual Performance Report	July 1, 2022 – June 30, 2023	August 30, 2023
FINAL Annual Fiscal Report	July 1, 2022 – June 30, 2023	August 30, 2023

**C. Monitoring**

Monitoring will be conducted as outlined in the NCWCGP proposal (Attachment G).

**4. FINANCIAL CONSEQUENCES**

Pursuant to Term 10. **REMEDIES**/Paragraph A, Titled **Financial Consequences** of the agreement FWC 20307:

If the CONTRACTOR materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, or regulations applicable to this Agreement, the COMMISSION may take one or more of the following actions, as appropriate for the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate this Agreement.
- Take other remedies that may be legally available.
- Notwithstanding the above, COMMISSION shall pay the CONTRACTOR for all expenses, including but not limited to non-cancellable obligations, up to the date of the termination of this Contract.

**5. PERFORMANCE**

The CONTRACTOR shall adhere to all conditions set forth in the state and federal permits for this grant (Attachment E). Additionally, the CONTRACTOR shall adhere to all conditions set forth in the federal grant (Attachment B).

**6. CONTRACT PERIOD**

Term 3. **CONTRACT PERIOD**/Paragraph A, titled **Contract Period and Limited Obligation Period** of the agreement FWC 20307 is hereby replaced in its entirety to read as follows:

This contract shall begin upon execution by both Parties or May 18, 2021 (whichever is later) and end on June 30, 2023, inclusive. The COMMISSION shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

The USFWS grant associated with this project began July 1, 2019 and ends June 30, 2023. Payment beyond the end of the grant, June 30, 2023, can only occur if USFWS authorizes an extension of the grant agreement.

The project activity schedule described under the Deliverables and Compensation sections of this Contract is idealized and dependent upon weather, tidal level, and other circumstances in order to complete the field work described herein, therefore the end date of June 30, 2023 has been stipulated through the federal grant agreement for federal grant FL-C-F19AP00204 CFDA Program 15.614, effective July 1, 2019. If unexpected delays in restoration activities occur and restoration targets are not met by June 30, 2023, the COMMISSION can request an extension of the federal grant beyond the current end date. The schedule of invoice receipt and payment in the Deliverables and Compensation sections of this Contract correspond to the termination date of the aforementioned federal grant agreement and can be treated in like manner. Should this contract not be completed by June 30, 2023, the grant may be extended to allow time for project completion. The COMMISSION will not compensate the CONTRACTOR after June 30, 2023 unless the federal grant has been duly extended.

Term 3. **CONTRACT PERIOD**/Paragraphs B, C, and D, respectively titled **Renewal – Competitive Procurement, Renewal – Exceptional Purchase, and Renewal Period** of the agreement FWC 20307 are hereby deleted in their entirety.



**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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**7. COMPENSATION AND PAYMENT**

In addition to and pursuant to Term 4. **COMPENSATION AND PAYMENT** of the agreement FWC 20307 the following paragraph also applies with regard to invoicing:

The CONTRACTOR will submit invoices upon completion of each phase, however, not more frequently than once every two months and not less frequently than one every four months. Invoice amounts may not exceed \$250,000. See Contract Section 4C for invoicing requirements. When the COMMISSION’s Project Manager has signed off on each deliverable associated with each Phase, the COMMISSION will pay the CONTRACTOR at an amount up to, but not exceeding the amount indicated for each deliverable. At the completion of the final Phase and the completion of the project, the CONTRACTOR will invoice the COMMISSION and receive payment for an amount that will bring total project payments to a sum **not to exceed \$999,999**.

**8. MONITORING SCHEDULE**

See Term 8. **MONITORING** of Agreement FWC 20307.

**9. INTELLECTUAL PROPERTY RIGHTS**

Term 13. **INTELLECTUAL PROPERTY RIGHTS/Paragraph A/ Paragraph# 1 Titled Contractor’s Preexisting Intellectual Property (Proprietary) Rights**, of the Agreement FWC 20307 is hereby replaced in its entirety to read as follows:

**Contractor’s Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the CONTRACTOR’s preexisting property will remain with the CONTRACTOR. If CONTRACTOR is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by CONTRACTOR. If CONTRACTOR is not a state agency or subdivision as defined above, CONTRACTOR shall indemnify and hold harmless the COMMISSION and its employees from any liability, including costs, expenses, and attorney’s fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by CONTRACTOR.

**10. TERMINATION**

Term 9. **TERMINATION/Paragraph A** the Agreement FWC 20307 titled **Commission Termination**, the last sentence is hereby amended to read:

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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“The Contractor shall have the right to terminate the contract for lack of funding, cause or convenience of the Contractor.”

**11. COOPERATION WITH INSPECTOR GENERAL**

Term 20. **COOPERATION WITH INSPECTOR GENERAL** of the Agreement FWC 20307 shall be amended to add the following language:

“Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COMMISSION, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.”

**12. FEDERAL FUNDS**

Term 24. **FEDERAL FUNDS/Paragraph A** the Agreement FWC 20307 titled **Prior Approval to Expend Federal Funds to Federal Agency or Employee** is hereby amended to add the following statement to the end of the last sentence:

“a copy of which is attached hereto and made a part hereof as Attachment B.”

Term 24. **FEDERAL FUNDS** of the Agreement FWC 20307 is further hereby amended to add Paragraph L, M, N, and O below, respectively titled **Trafficking Victims Protection Act of 2000, Federal and Florida Single Audit Act Requirements, Produced in the United States (Certification Required), Affirmative Steps, and Federal Compliance.**

**L. Trafficking Victims Protection Act of 2000**

This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the CONTRACTOR is a private entity, the following paragraph applies to the federal award:

You as the recipient, your employees, sub-recipients under this award, and subrecipients' employees may not:

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or sub-awards under the award.

**M. Federal and Florida Single Audit Act Requirements**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, CONTRACTOR has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the CONTRACTOR may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, CONTRACTOR shall comply with the audit requirements outlined in "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Contract as Attachment H, as applicable.

**N. Produced in the United (States (Certification Required)**

All unmanufactured and manufactured articles, materials, and supplies acquired for public use under this Contract must be produced in the United States as required by 41 U.S.C §10a, unless it would not be in the public interest, or unreasonable in cost.

**O. Affirmative Steps**

A Bidder must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as subcontractors when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Tarpon Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	<b>FWC Contract No.</b>	FWC 20307
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**13. INDEMNIFICATION**

TERM 26. INDEMNIFICATION of the Agreement FWC 20307 is hereby replaced in its entirety to read as follows:

“Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended.”



**INTEROFFICE MEMORANDUM  
Palm Beach County  
Environmental Resources Management**

**DATE:** July 14, 2021  
**TO:** Verdenia C. Baker  
County Administrator  
**THROUGH:** Patrick Rutter  
Assistant County Administrator *PRR*  
**FROM:** Deborah Drum, Director *DD*  
Environmental Resources Management *7-16-21*

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
Contract No. 20307 with the State of Florida, Florida Fish and  
Wildlife Conservation Commission (FWC) (Contract),  
providing an amount not to exceed \$999,999, for Tarpon Cove  
Estuarine Habitat Restoration Project (Project) in the Lake  
Worth Lagoon for a term beginning May 18, 2021, or upon  
execution, whichever is later, and expiring June 30, 2023.

On June 15, 2021, agenda item 3L-3 (R2021-0822), the Board of County Commissioners approved the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Contract.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM), to sign all future time extensions, task assignments, certifications, and other forms associated with this Contract, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Contract. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: *VBaker* DATE: *8/5/21*  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment