

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

### **AGENDA ITEM SUMMARY**

**Meeting Date:** February 7, 2023      ☒ (X) Consent      ☐ ( ) Regular  
    ☐ ( ) Workshop      ☐ ( ) Public Hearing

**Department:** Environmental Resources Management

## I. EXECUTIVE BRIEF

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

**A) approve** a Contract For Consulting/Professional Services with Loggerhead Marinelife Center, Inc. (LMC) for an amount not to exceed \$1,427,465.51, providing for a three-year period of sea turtle monitoring services for the North County Comprehensive Shoreline Protection Project (NCCSPP), beginning upon execution of this Contract and expiring December 31, 2025; and

**B) authorize** 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.

**Summary:** Environmental permits issued by state and federal agencies for the NCCSPP require pre-construction and post-construction monitoring services and a report of marine turtle nesting activity for the project area. These conditions could be required through 2025 for this project. LMC, a private non-profit corporation, will conduct all permit-required monitoring for these projects under this Contract. The Contract is funded by tourist development taxes and is eligible for cost sharing from the Florida Department of Environmental Protection (DEP). District 1 (SF)

**Background and Justification:** LMC has gathered permit-required sea turtle nesting data under contract with PBC since 1997. Duties include documenting the location of all turtle crawls daily, evaluating hatch and emergence success data, shoreline mapping, and shorebird surveys. The scope of work is based on conditions included in the state and federal environmental permits issued for shoreline protection projects in Tequesta/Coral Cove, Jupiter and Juno Beach.

**Attachment:**  
1. Contract

Recommended by: [Signature] 12-19-2022 SF12/15/22  
Department Director Date

**Approved by:** \_\_\_\_\_ **Date** 1/23/23

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$475,822	\$475,822	\$475,822	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$475,822	\$475,822	\$475,822	_____	_____
# 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 _____	Units _____	Object _____	

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

3652-381-M045-	- Jupiter/Carlin Shoreline Protection	<u>Not to Exceed</u> \$713,732.76
3652-381-M028-	- Juno Beach Shoreline Protection	\$713,732.75

C. Department Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 11/5/23  
OFMB 9A 11/5

*[Signature]* 11/23  
Contract Development and Control  
11/10/23

**B. Legal Sufficiency:**

*[Signature]*  
Assistant County Attorney

**C. Other Department Review:**

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

(Revised 02/04/22)

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Loggerhead Marineline Center, Inc. a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-2445926.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of sea turtle monitoring in Juno Beach and Jupiter, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Deborah Drum, telephone no. 561-233-2400.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Andy Dehart, telephone no. 561-627-8280.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon receipt of the COUNTY'S written Notice to Proceed and complete all authorized services by December 31, 2025.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of One Million, Four Hundred Twenty-Seven Thousand, Four Hundred Sixty-Five Dollars and Fifty-One Cents (\$1,427,465.51). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will not be reimbursed under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

Increases in the CONSULTANT's base labor rate(s) may be allowed on an annual basis starting one (1) year after Contract execution. The increase must be requested in writing by the CONSULTANT prior to the COUNTY'S issuance of a Notice to Proceed for services performed by the CONSULTANT during that calendar year. The increased labor rate shall be adjusted based on the current Consumer Price Index ("CPI"), but in no event shall the increase exceed three (3) percent annually. If the CPI decreases, the labor rate shall be adjusted and the amount paid by COUNTY shall be reduced accordingly. CONSULTANT shall provide documents that show the increases in actual wages or salaries paid to the CONSULTANT's employees that are being utilized to provide the services required under this Contract. At a minimum, the CONSULTANT's documentation shall include an itemized listing of the titles and actual rates of the employees for each labor category and the basis for the proposed base labor rate at the time of submittal of the request. The listing shall be accompanied by a statement attesting to the accuracy of the information signed by an officer of the CONSULTANT. The CONSULTANT shall provide certified payroll registers if requested by the COUNTY. Individual titles and rate documentation shall be used to determine the proposed base labor rates for each labor category included in this Contract. The COUNTY shall not consider a rate increase for categories lacking supporting salary documentation. Upon COUNTY review and approval, the COUNTY shall issue a letter signed by the Department of Environmental Resources Management Director or Deputy Director approving the new rates.



## **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

## **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

The CONSULTANT shall maintain at its sole expense, in force and effect at all times during the

term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to "Palm Beach County Board of County, c/o: Deborah Drum, ERM Director, 2300 N. Jog Rd., 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743."
- F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

#### **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code



of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other

data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

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 CONSULTANT, 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.

#### **ARTICLE 21 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State

of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Deborah Drum, Director  
Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Andy Dehart, CEO  
Loggerhead Marineline Center  
14200 US Highway One  
Juno Beach, FL 33408

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified,



superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

#### **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **ARTICLE 30 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by

entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

#### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 32 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

#### **ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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Attachments:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

**(Remainder of Page Intentionally Left Blank)**




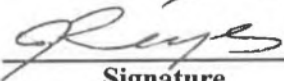
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

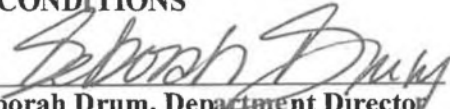
By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

WITNESS:  
  
Signature  
Gui Proenca  
Name (type or print)  
  
Signature  
Tjara Reyes  
Name (type or print)

CONSULTANT:  
Loggerhead Marinelife Center Inc.  
Company Name  
  
Signature  
Andy Dehart  
Typed Name  
President & CEO  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By \_\_\_\_\_  
Assistant County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS  
By   
Deborah Drum, Department Director  
Department of Environmental Resources Management

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **PALM BEACH COUNTY SEA TURTLE MONITORING – NORTH COUNTY**

Loggerhead Marinelife Center, Inc. (hereafter referred to as the CONSULTANT) shall monitor sea turtle nesting as required by state and federal shoreline protection permits according to COUNTY established criteria, as set forth in this Scope of Work. The survey area shall be divided as follows and may be authorized through separate Notices to Proceed as necessary to ensure permit compliance:

- A. Segment 1 – project area for all zones within R13 extending south to R18 (stops at the northern boundary of R19).
- B. Segment 2 – project area for all zones within R19 extending south to R25 (stops at the northern boundary of R26).
- C. Segment 3 – project area for all zones within R26 extending south to R37 (stops at the northern boundary of R38).
- D. Tequesta Coral Cove Dune Restoration – Project area for all zones from the northern County boundary including portions of R1 extending south to R8 (stops at the northern boundary of R9) + R9 extending south to the Jupiter Inlet at R12 to examine a reference beach.
- E. Adjacent Reference Beach – all zones within R38 extending south to the MacArthur Beach State Park boundary to be used for evaluating nests in a non-nourished adjacent section of beach.

The CONSULTANT shall obtain all Florida Fish and Wildlife Conservation Commission (FWC) Marine Turtle Permits (Marine Turtle Permit) required for sea turtle monitoring and maintain these permits in good standing at all times. All reports required by the Marine Turtle Permit shall be submitted in a timely manner to FWC by the CONSULTANT. The CONSULTANT shall utilize trained and experienced staff to conduct all monitoring activities. The CONSULTANT shall provide a copy of the Marine Turtle Permit that lists all current authorized personnel to the COUNTY prior to the first invoice of each year and upon any change in staff throughout the season. If at any time throughout the duration of this contract state or federal permitting and/or regulations with sea turtles or shorebirds undergo modifications to required permitting conditions and/or FWC creates modifications to monitoring requirements or nest survey protocols, this would supersede any COUNTY requirements in this CONTRACT. The CONSULTANT must notify the COUNTY of any such changes immediately.

The CONSULTANT shall ensure that all new monitoring staff are adequately trained in identifying crawls and have attended a nesting beach survey workshop from the FWC Fish and Wildlife Research Institute (FWRI) Marine Turtle Research and Management section biannually or the permit holder must ensure all authorized personnel understand the approved conservation practices discussed during the most recent annual workshop. The qualified individual on the marine turtle permit must work with

authorized personnel to ensure they are confident of their ability to distinguish nests from false crawls and to identify the differences in crawl characteristics. The CONSULTANT'S marine turtle permit holder and/or principal officer are expected to actively oversee all activities and ensure compliance with permit conditions, the Florida statute Marine Turtle Permit Rule, and the Marine Turtle Conservation Handbook. If requested by the COUNTY, the CONSULTANT (including all monitoring staff) shall be required to attend an early season consistency meeting with COUNTY staff.

The CONSULTANT shall submit invoices for payment to the COUNTY on a monthly basis and shall be due no later than 15 days following the work performed. Invoices shall include a reference to this CONTRACT, a list of each activity performed, a description of each activity including the survey area location, and identify the amount due and payable to the CONSULTANT for each task performed. At the time of invoice submittal, the CONSULTANT shall provide the data reporting requirements associated with each task invoiced and include a reference note on the deliverable and data requirement methods of distribution to the COUNTY.

The following tasks shall be performed only when authorized by the issuance of a Notice to Proceed by the COUNTY to the CONSULTANT for a particular segment of beach:

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

Daily surveys for sea turtle monitoring activity shall begin for all survey areas on March 1. Nesting surveys shall begin no earlier than ½ hour prior to sunrise and no later than ½ hour after sunrise. When possible, nesting surveys shall be completed by 9:00 AM each day to allow for maximum crawl visibility. During early (March 1–April 30) and late (October 1–November 30) season only, the survey start time may be delayed with prior notice provided to the COUNTY. Locations of all crawls shall be collected with the use of a real-time corrected, differential GPS unit with sub-meter accuracy. Alternately, locations of non-nesting emergences and unmarked nests may be collected with a WAAS enabled handheld GPS unit. All survey and nesting data shall be recorded and saved to the GPS unit and computer daily and examined for accuracy of content and position. In any instance where real time sub-meter accuracy is not attained, data shall be post-processed to obtain sub-meter accuracy using a base station. All daily nesting survey data shall be recorded in accordance with the most recent version of the FWC Nest Productivity Assessment worksheet for projects. If FWC were to make any updates or modifications to this worksheet, the CONSULTANT shall immediately notify the COUNTY.

The following parameters shall be recorded for each crawl encountered:

- A. Date
- B. Start and end time of the survey
- C. Staff member(s) conducting survey
- D. Survey zone – DEP R Monument
- E. Species of turtle
- F. Crawl type
- G. A determination on whether the crawl was located in a project area and if the nest marking strategy was followed or some other method was employed.
- H. The GPS location, latitude, and longitude of the crawl using decimal degrees
- I. Distance from the egg chamber or apex of the non-nesting emergence to the most recent high water line
- J. Distance from the egg chamber or apex of the non-nesting emergence to the toe of dune

- K. The final digging activity of the crawl in non-nesting emergences using one of the following options: no digging, body pit, abandoned egg chamber
- L. Any interaction with escarpments (hereafter, scarps); scarps are defined as 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks
- M. Any obstructions (natural or man-made) encountered by the turtle and the resulting outcome of the turtle's crawl. Interactions with any obstructions shall be recorded on a FWC Obstructed Nesting Attempt form and submitted to FWC per their guidelines or through the FWC Survey123 application and a copy must be provided to the COUNTY with monthly data submittal.
- N. Any nests seaward of man-made structures, the type of structure, and if it is within 3 feet of the structure
- O. The initial nest treatment and the final nest treatment as it relates to the options on the FWC Nest Productivity Assessment worksheet

If authorized by the Marine Turtle Permit, nests may be relocated for conservation purposes. Relocation shall be conducted in accordance with FWC guidelines. All relocations shall be completed prior to 9:00 am. All relocated nests shall be marked for evaluation, regardless of species or marking rotation. Relocated nests shall be identified as such, monitored daily throughout incubation, and evaluated for reproductive success.

Zone boundary markers shall be established by the CONSULTANT in the dune at historical locations within the entire survey area and maintained throughout the nesting season. Zone boundary markers shall be of sufficient height and color to be clearly visible from the beach and the zone number shall be clearly displayed.

Frequency: Daily from March 1 through October 31.

Data Reporting: All sea turtle crawl data shall be managed daily by the CONSULTANT and entered into a database management system from the CONSULTANT. Datasheets and/or computer-generated spreadsheets of nesting data are to be submitted with the monthly invoices. In the event the COUNTY shall need to request nesting data from the CONSULTANT ahead of the monthly invoice, a written request from the COUNTY will be provided to the CONSULTANT. Upon request, the CONSULTANT will have 48 hours, or a reasonable timeframe agreed upon by the CONSULTANT and the COUNTY to provide the information to the COUNTY.

## Task 2: Shorebird Surveys

A daily survey for shorebird activity shall be conducted for all zones during active construction and a weekly survey shall be conducted upon construction completion until September 1 unless otherwise determined by FWC to cease at an earlier date. One or more shorebird survey routes shall be established by the COUNTY to cover project areas which require shorebird surveys. These routes must be approved by the FWC Regional Biologist as part of the Environmental Protection Plan approval process. Routes shall not be modified without prior FWC approval. Bird survey protocols, including downloadable field data sheets, are available on the Florida Shorebird Database (FSD) website. All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist must be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:



a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks, or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required, and use of spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.

b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs, or young, the Permittee (or their designee) shall notify the FWC Regional Biologist within 24 hours.

Bird Monitor Requirements - Nesting shorebird surveys should be conducted by trained, dedicated individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience. Bird Monitors shall review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org> or Florida Shorebird Database). They shall use the data-collection protocol and implement data entry procedures as outlined in that website. A list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience, shall be submitted to the FWC Regional Biologist for approval. The Permittee shall submit the names and contact information of the Bird Monitors who have been approved by FWC to [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us), prior to any construction or shorebird surveys. Bird Monitors shall meet the following minimum qualifications:

i. Has previously participated in beach-nesting bird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to (1) identify all species of beach-nesting birds by sight and sound, (2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and (3) identify habitats preferred by shorebirds nesting in the project area.

ii. Have a clear working knowledge of, and adhere to, the Breeding Bird Protocol for Florida's Seabirds and Shorebirds.

iii. Have completed full-length webinars: Route-Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the Florida Shorebird Database (FSD) website.

iv. Familiar with FWC beach driving guidelines.

v. Experience posting beach-nesting bird sites, consistent with Florida Shorebird Alliance (FSA) Guidelines.

vi. Has registered as a contributor to the FSD.

The Bird Monitor shall conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs, and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, a bulletin board shall be placed and maintained in the construction staging area with the location map of the construction site showing the

bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS”.

If nesting activities are observed, the CONSULTANT shall notify the COUNTY within 12 hours. The COUNTY, in consultation with FWC, will then decide if protective action will be taken.

Credentials of all staff conducting shorebird surveys shall be submitted to and approved by the COUNTY and the FWC Regional Biologist prior to February 1. If existing staff members do not meet this qualification, CONSULTANT shall procure at its own expense the services of individuals qualified to perform such shorebird surveys. The COUNTY may, at its discretion and without advanced notice, observe shorebird surveys to verify the experience of the surveyors and accuracy of shorebird surveys.

Frequency: Daily during active construction and weekly from February 15 to August 30.

Data Reporting: All data shall be entered into the Florida Shorebird Database within one week. If nesting activity is documented, CONSULTANT shall notify the COUNTY within 12 hours. CONSULTANT shall provide written documentation of on-site training of construction staff with monthly data submittal.

### Task 3: Escarpment Mapping

Visual surveys for escarpment formation shall be conducted for the entire survey area. Any escarpments that exceed 18 inches in height for a distance of 100 feet or greater and persist for one week or more shall be mapped as a line feature with DGPS. Escarpments shall be mapped by driving an ATV at slow speeds while recording 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 February 15 to October 15.

Data Reporting: CONSULTANT shall notify the COUNTY within 24 hours if a scarp exceeding 18 inches in height and 100 feet in length is noted for two consecutive weeks. A cumulative summary 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 point features of the start and end points of escarpments (as ArcMap shapefiles) shall be included with each monthly data submittal.

### Task 4: Monitoring for Nest Reproductive Success

In order to evaluate the effects of beach nourishment on sea turtle reproductive success, 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 3 foot (or larger) wooden stake. An additional 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.

Nests shall be marked and the clutch found by methods approved by FWC so that the nest can be evaluated 72 hours after emergence has occurred.

The nest marking rotation for each species within each beach segment (defined above) be coordinated between the CONSULTANT and FWC and the CONSULTANT shall notify the COUNTY of the proposed nest marking scheme prior to the start of each sea turtle nesting season. The goal shall be to randomly mark a sufficient number of nests in order to evaluate a statistically meaningful number of nests in each treatment type (at least 130 nests of each loggerheads and green turtles, and all leatherback nests, per segment or as per FWC designated standards). As necessary and in consultation with FWC, adjustments shall be made to the marking protocol to ensure the target number of evaluated nests. If FWC requests a change in the nest marking scheme throughout the current sea turtle nesting season, the CONSULTANT shall notify the COUNTY of any such changes.

Protected Nest Designation: In addition to the nest marking schedule, any nest, regardless of species or marking rotation, that is laid in an area that requires additional protection due to human activities, including but not limited to, vehicle accesses, pedestrian walkways, or within 10 feet of a lifeguard tower or fishing pier, may require additional identification marking for protection purposes. The decision to mark a nest with additional protection measures shall be up to the discretion of the marine turtle permit holder (i.e., CONSULTANT). These nests shall be checked daily for the parameters mentioned below, but shall not be evaluated for reproductive success. All stakes shall be removed either 72 hours post-emergence or after 70 days post-deposition, whichever occurs first. If a nest was to be marked as part of the marking rotation, yet still requires additional protection, a normal nest ID is assigned but the nest shall be flagged with a perimeter large enough to provide protection from any hazardous activities.

Nest inspections shall be conducted daily for all marked and protected nests. Nest inspections shall be conducted independently of crawl surveys. Each nest shall be visually inspected by walking or driving an ATV near the nest stake and stopping to check for the parameters listed below.

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 GPS coordinates or the distance and bearing information recorded in the database unless continued stake loss due to ongoing, extreme tidal events is likely. DGPS units shall be maintained with a list of current coordinates for all marked nests to facilitate stake replacement.
- B. Evidence of washover – washover events shall be noted using the following criteria:
  - a. Date(s) washover occurred
  - b. Any inundation or accretion to the nest
  - c. Complete washouts or partial washouts of the nest
  - d. If the washout occurred post hatch but pre-inventory
  - e. If the washout was due to a major storm, making note of the storms name or any other weather related events such as unnamed storms, Nor'easters, or King Tides
- C. Evidence of predation – all depredation events, by a predator or nesting turtle, that involve loss of eggs (not just loss of hatchlings) shall be recorded using the following parameters:
  - a. Predator species
  - b. Date the predation occurred

- c. If the nest was completely or partially predated
  - d. Number of eggs lost
  - e. Any secondary predators
  - f. If the nest was predated by ghost crabs, note if there were fewer than 10 eggs damaged
  - g. The number of eggs impacted by any roots invading the egg shells or impeded hatchling emergence
  - h. Time of depredation
    - i. Pre-hatchling emergence
    - ii. Post-hatchling emergence
- D. Evidence of hatchling emergence – each marked nest, older than 45 days post-deposition, shall be checked daily for hatchling emergence. When an emergence is observed, the date of first hatchling emergence shall be documented and an evaluation shall be scheduled no earlier than 72 hours post-emergence.
- E. Evidence of disorientation – all hatchling emergences (not just those from marked nests) shall be evaluated for disorientation. A disorientation report shall be completed for more than one disoriented hatchling or any disoriented nesting adult sea turtles. 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 or submitted to the FWC disorientation database via the Survey123 application.
- F. Evidence of poaching – all poaching events shall be reported to FWC law enforcement immediately once poaching is observed or suspected. The date of the poaching, number of eggs removed (if known), and the time and date the incident was reported to FWC law enforcement shall be recorded.

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. An additional 10 days (80 days and 90 days for leatherbacks) shall be added to the scheduled evaluation time for nests that have been subjected to inundation, excessive rainfall, shading, or cool fronts. Live hatchlings are to be handled and/or released according to FWC marine turtle guidelines.

For each marked nest, the following parameters shall be recorded:

- A. Date nest inventoried, if the nest was not inventoried, the reason must be indicated
- B. Number of empty shells: requires counting each eggshell greater than 50% complete, disregarding any smaller pieces
- C. Number of whole eggs
- D. Number of live pipped: hatchling still in shell
- E. Number of dead pipped: hatchling still in shell
- F. Number of live hatchlings in nest
- G. Number of dead hatchlings in nest
- H. Number of damaged eggs, by roots, ghost crabs, during relocation, or by another nesting turtle
- I. Number of eggs found outside the nest at any time during incubation
- J. If more than 10 live hatchlings are found within the nest, note how the hatchlings were handled (by options listed on the Nest Productivity Assessment form)



Regardless of circumstances surrounding the nest (i.e., not-found clutch, relocated stake, etc.), all efforts shall be made to locate nest contents. Nest stakes are not to be pulled without an attempt to locate the clutch unless the nest has been washed out or predated. All relocated nests shall be marked and evaluated, regardless of species or marking rotation.

Frequency: Daily until the last marked nest is evaluated.

Data Reporting: Each nest inspection event and hatch success record, including the above-mentioned parameters, shall be provided to the COUNTY as a monthly deliverable through a database report or spreadsheet.

#### Task 5: Program Management, Quality Assurance/Quality Control, and Reporting

All data and/or data reporting forms associated with any tasks above or optional tasks shall be entered into a database or spreadsheet and shall be checked for accuracy and clarity by a CONSULTANT supervisor or senior staff member. Any discrepancies or omissions shall be resolved within three business days of data collection.

A summary of all problems associated with any task and problem resolution shall be included with each monthly data submittal. For reporting purposes, the COUNTY will be copied on or sent copies of reports submitted in relation to nourishment monitoring for the above tasks and any optional tasks (e.g., Nest Productivity Assessment worksheets, JCP Compliance report requirements) and as part of the Marine Turtle Permit requirements.

#### **OPTIONAL TASKS: Special Project and Construction Related Monitoring**

In addition to the standard sea turtle monitoring work described above, the COUNTY may authorize the CONSULTANT to provide the following special project monitoring according to the cost schedule in Exhibit B. Each optional task shall be authorized by a separate written Notice to Proceed. CONSULTANT shall not commence work on any Optional Task cited below until the COUNTY specifically authorizes such task in writing.

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

If shoreline protection activities conducted by the COUNTY 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 or as requested by the COUNTY for additional meetings.

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: Additional Nesting Surveys

If shoreline protection activities conducted by the COUNTY will occur within 65 days of sea turtle season, nesting surveys and beach monitoring as described in Task 1 shall begin prior to March 1 if a confirmed nest has occurred on an adjacent nesting beach or shall continue after October 31 if nesting

activity has occurred in north Palm Beach County within the last 14 days. Nests observed during this period that will be directly affected by construction activities will be determined by FWC to either be relocated in accordance with Optional Task F or designated as Mark and Avoid nests in accordance with Optional Task G.

Frequency: Daily surveys and monitoring of nests deposited after October 31 shall occur until there has been no nesting activity for at least 14 days and/or FWC has issued notification to cease monitoring in writing to the marine turtle permit holder (i.e., CONSULTANT). If marked nests are still present, these should be monitored at least weekly, or as required by FWC, until the last nest has been evaluated.

Data Reporting: Data reporting shall occur in accordance with Tasks 1 and 5.

#### Optional Task C: Early Season Night Monitoring

If shoreline protection activities conducted by the COUNTY are authorized by a state or federal issued permit during the period from March 1 to April 30 or if sea turtle nesting has begun on an adjacent nesting beach area prior to March 1, nightly surveys for nesting activity shall occur and continue through project completion. Nesting surveys shall be conducted hourly from 9:00 PM to sunrise, as described in environmental permits. The final survey shall begin no earlier than one-half hour prior to sunrise and the construction contractor shall be notified upon completion of this survey. If authorized by FWC, nests deposited in areas that will be directly affected by shoreline protection activities shall be relocated in accordance with Optional Task F. The CONSULTANT shall be responsible for coordination with the construction contractor.

Frequency: Daily from March 1 or date of first nest laid on an adjacent beach (whichever is earlier) through project completion.

Data Reporting: Observer, start and end time of each hourly survey, and number and type of turtle crawls encountered (by zone) shall be recorded. Any crawls or nest relocations will be reported to the COUNTY the next day by email. All night survey information shall be summarized in a spreadsheet and submitted with the appropriate monthly data submittal. Data reporting for relocated nests shall occur in accordance with Tasks 1 and 5.

#### Optional Task D: Mark and Avoid Activities

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 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 4. 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 5.

#### Optional Task E: Additional HWL/Toe of Dune Mapping

The COUNTY will authorize additional HWL/Toe of Dune Mapping event(s) to be conducted in accordance with Task 4 after significant weather events that modify the beach topography.

Frequency: Each additional mapping event shall be authorized as a separate item following substantial modification of the beach due to weather.

Data Reporting: Data reporting shall be in accordance with Task 3.

#### Optional Task F: Nest Relocation

If nest relocation for construction purposes is authorized in accordance with a state or federal issued permit, nests shall be relocated under the following circumstances:

- a) If shoreline protection activities conducted by the COUNTY will occur during the period from March 1 to April 30, or if sea turtle nesting has begun on an adjacent nesting beach area prior to March 1, 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.
- 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 4, 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 permit modification from the Florida Fish and Wildlife Conservation Commission to relocate nests for construction purposes.

In addition to the parameters listed in marking the nest in Task 1 and evaluating the nest in Task 5, the following information for each relocated nest shall be documented:

- A. The GPS location, latitude, and longitude for the original location of the nest and the R monument
- B. The GPS location, latitude and longitude for the location of where the nest was moved and the R monument
- C. The clutch size
- D. Any damaged eggs
- E. Notation on any irregularities with the clutch

Frequency: As needed.

Data Reporting: Data reporting shall occur in accordance with Tasks 1 and 4.

#### Optional Task G: Mark and Avoid Activities Independent of a Survey

If COUNTY events occur during sea turtle nesting season that may impact incubating sea turtle eggs (e.g., emergency construction activities, use of heavy machinery, special events, etc.), and require a temporary field permit from DEP, the CONSULTANT shall follow all FWC conditions listed on the permit for the section of beach impacted by the activity. If authorized by DEP and FWC, mark and avoid activities may include but not be limited to monitoring the area and marking all existing and new nests with at least a 10' stake and ribbon perimeter. The marked nests' perimeters may be removed from the beach at the completion of the work, 72 hours after a noted emergence, or at 70 days (80 days for leatherbacks), whichever is earliest. The CONSULTANT shall be responsible for coordination with the construction contractor.

Frequency: As needed.

Data Reporting: A spreadsheet or report containing a list of marked nests including their GPS coordinates and any other sea turtle activity that occurs during the event.

#### Optional Task H: Relocation or Nest Evaluation Activities Independent of a Survey

If the COUNTY is issued a state or federal permit that authorizes additional nests to be relocated or inventoried for projects not related to nourishment activities, the CONSULTANT will mark, monitor daily, and perform nest inventories following guidelines set forth in the FWC marine turtle guidelines.

Frequency: As needed.

Data Reporting: An excel spreadsheet containing the marked nest identification number, GPS coordinates, and inventory information (including the number of hatched eggs, whole eggs, damaged eggs, live pipped, dead pipped, live hatchlings, and dead hatchlings).

#### Optional Task I: Daily Rate for Special Circumstances

In the event the COUNTY needs a permitted marine turtle monitor to be present for special circumstances, the CONSULTANT will make available a sea turtle monitor.

Frequency: As needed.

Data Reporting: Any pertinent observations of sea turtle activity occurring during the event (e.g., crawl activity, hatchout activity, exposed nests, etc.), start and end dates, record of staff scheduling for event.



## EXHIBIT "B"

### SCHEDULE OF PAYMENTS

This Schedule of Payments sets forth the compensation to be paid by the COUNTY to CONSULTANT upon CONSULTANT's successful completion of tasks and submission to COUNTY of certain deliverables as provided in the Scope of Work (**Exhibit A**). The term deliverables shall include all reports, datasheets, data files, etc. as described in **Exhibit A**. As provided in the Scope of Work, CONSULTANT shall be compensated only for those Tasks authorized by the COUNTY through a Notice to Proceed\*\*\*. Compensation for the work performed by CONSULTANT pursuant to the Scope of Work shall be in accordance with the following Schedule of Payments:

\*\*\*Annual CPI rate may be added at the end of each year within the contract at the request of the CONSULTANT. The CPI shall be that reported by the US Bureau of Labor Statistics with a maximum of 3% and shall be applied to the upcoming contract year. See Article 4 of the Contract for terms and conditions.

#### Survey Area– Segment 1

Project Area for all zones within R13 extending south to R18 (stops at the northern boundary of R19) (1.06 miles).

##### Task 1- Daily Nesting Surveys and Beach Monitoring

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (March–Oct): \$2966.95

##### Task 2- Weekly Shorebird Surveys

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion\*

Monthly Compensation (February 15–August 30): \$331.97

\*February 15–March 30 to be included in March deliverables billed at 1.5 months.

##### Task 3- Weekly Escarpment Monitoring

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (February 15–October 15): \$269.72

\*February 15–March 30 to be included in March invoice billed at 1.5 months. October to be billed at ½ monthly rate.

##### Task 4- Monitoring for Nest Reproductive Success

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (May–November): \$1233.02

##### Task 5- Program Management

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (March–November): \$719.26

**OPTIONAL TASK A; SURVEY SEGMENT 1: Pre-construction Meeting**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task A: \$80.00 per meeting  
Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK B; SURVEY SEGMENT 1: Additional Nesting Surveys**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task B: \$96.88 per day  
Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK C; SURVEY SEGMENT 1: Early Season Night Monitoring**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task C: \$193.76 per night  
Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK D; SURVEY SEGMENT 1: Mark and Avoid Activities**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task D: \$35.23 per day

**OPTIONAL TASK E; SURVEY SEGMENT 1: Additional HWL/Toe of Dune Mapping**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task E: \$67.43 per day  
Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK F; SURVEY SEGMENT 1: Nest Relocation**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task F: \$120.00 per nest  
Not to exceed amount to be determined by Notice to Proceed

**Survey Area – Segment 2**

Project area for all zones within R19 extending south to R25 (stops at the northern boundary of R26)  
(1.46 miles).

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

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (March–Oct): \$4086.55

**Task 2- Weekly Shorebird Surveys**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion\*

Monthly Compensation (February 15–August 30): \$457.24

\*February 15–March 30 to be included in March deliverables billed at 1.5 months.

**Task 3- Weekly Escarpment Monitoring**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (February 15–October 15): \$371.50

\*February 15–March 30 to be included in March invoice billed at 1.5 months. October to be billed at ½ monthly rate.

**Task 4- Monitoring for Nest Reproductive Success**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (May–November): \$1698.31

**Task 5- Program Management**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (March–November): \$990.68

**OPTIONAL TASK A; SURVEY SEGMENT 2: Pre-construction Meeting**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task A: \$80.00 per meeting

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK B; SURVEY SEGMENT 2: Additional Nesting Surveys**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task B: \$133.44 per day

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK C; SURVEY SEGMENT 2: Early Season Night Monitoring**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task C: \$266.88 per night

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK D; SURVEY SEGMENT 2: Mark and Avoid Activities**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task D: \$48.52 per day

**OPTIONAL TASK E; SURVEY SEGMENT 2: Additional HWL/Toe of Dune Mapping**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task E: \$92.88 per day  
Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK F: SURVEY SEGMENT 2: Nest Relocation**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task F: \$120.00 per nest  
Not to exceed amount to be determined by Notice to Proceed

**Survey Area – Segment 3**

Segment 3 – project area for all zones within R26 extending south to R37(stops at the northern boundary of R38) (2.42 miles).

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

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (March–Oct): \$6773.60

**Task 2- Weekly Shorebird Surveys**

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion\*  
Monthly Compensation (February 15–August 30): \$757.89  
\*February 15 – March 30 to be included in March deliverables billed at 1.5 months.

**Task 3- Weekly Escarpment Monitoring**

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (February 15–October 15): \$615.78  
\*February 15-March 30 to be included in March invoice billed at 1.5 months. October to be billed at ½ monthly rate.

**Task 4- Monitoring for Nest Reproductive Success**

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (May–November): \$2815.00

**Task 5- Program Management**

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (March–November): \$1642.09

**OPTIONAL TASK A: SURVEY SEGMENT 3: Pre-construction Meeting**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task A: \$80.00 per meeting  
Not to exceed amount to be determined by Notice to Proceed



**OPTIONAL TASK B; SURVEY SEGMENT 3: Additional Nesting Surveys**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task B: \$221.18 per day

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK C; SURVEY SEGMENT 3: Early Season Night Monitoring**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task C: \$442.36 per night

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK D; SURVEY SEGMENT 3: Mark and Avoid Activities**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task D: \$80.43 per day

**OPTIONAL TASK E; SURVEY SEGMENT 3: Additional HWL/Toe of Dune Mapping**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task E: \$153.95 per day

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK F; SURVEY SEGMENT 3: Nest Relocation**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task F: \$120.00 per nest

Not to exceed amount to be determined by Notice to Proceed

**Survey Area – Tequesta/Coral Cove Dune Restoration**

Project area for all zones from the northern County boundary including portions of R1 extending south to R8 (stops at the northern boundary of R9) + R9 extending south to the Jupiter Inlet at R12 to examine a reference beach (1.85 miles).

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

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (March–Oct): \$5178.17

**Task 2- Weekly Shorebird Surveys**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion\*

Monthly Compensation (February 15–August 30): \$579.38

\*February 15 – March 30 to be included in March deliverables billed at 1.5 months.

**Task 3- Weekly Escarpment Monitoring**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (February 15–October 15): \$470.74

\*February 15 – March 30 to be included in March invoice billed at 1.5 months. October to be billed at ½ monthly rate.

**Task 4- Monitoring for Nest Reproductive Success**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (May–November): \$2151.97

**Task 5- Program Management**

Tasks to be completed: As set forth in **Exhibit A**

Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion

Monthly Compensation (March–November): \$1255.31

**OPTIONAL TASK A; SURVEY Tequesta/Coral Cove: Pre-construction Meeting**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task A: \$80.00 per meeting

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK B; SURVEY Tequesta/Coral Cove: Additional Nesting Surveys**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task B: \$169.08 per day

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK C; SURVEY Tequesta/Coral Cove: Early Season Night Monitoring**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task C: \$338.17 per night

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK D; SURVEY Tequesta/Coral Cove: Mark and Avoid Activities**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task D: \$61.48 per day

**OPTIONAL TASK E; SURVEY Tequesta/Coral Cove: Additional HWL/Toe of Dune Mapping**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task E: \$117.69 per day

Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK F; SURVEY Tequesta/Coral Cove: Nest Relocation**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task F: \$120.00 per nest  
Not to exceed amount to be determined by Notice to Proceed

### **Survey Area – Adjacent Reference Beach**

All zones within R38 extending south to the MacArthur Beach State Park boundary to be used for evaluating nests in a non-nourished adjacent section of beach (2.62miles).

#### **Task 1- Daily Nesting Surveys and Beach Monitoring**

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (March–Oct): \$7333.40

#### **Task 4- Monitoring for Nest Reproductive Success**

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (May–November): \$3047.65

#### **Task 5- Program Management**

Tasks to be completed: As set forth in **Exhibit A**  
Deliverable Due Date: no later than the 15<sup>th</sup> day the month after completion  
Monthly Compensation (March–November): \$1777.80

#### **OPTIONAL TASK B; SURVEY Reference Beach: Additional Nesting Surveys**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task B: \$239.46 per day  
Not to exceed amount to be determined by Notice to Proceed

#### **OPTIONAL TASK E; SURVEY Reference Beach: Additional HWL/Toe of Dune Mapping**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task E: \$166.67 per day  
Not to exceed amount to be determined by Notice to Proceed

### **Optional Tasks Independent of a Survey Area**

In the event monitoring and/or nesting activities are required on sections of beach not related to declared project areas and/or are in areas smaller than the declared project survey areas the following optional tasks will cover these circumstances.

#### **OPTIONAL TASK G; Mark and Avoid Activities Independent of a Survey**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal  
Compensation for Optional Task G: \$40.00 per nest

#### **OPTIONAL TASK H; Nest Relocation Independent of a Survey**

Task(s) to be Completed: As set forth in **Exhibit A**  
Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task F: \$120.00 per nest  
Not to exceed amount to be determined by Notice to Proceed

**OPTIONAL TASK I; Daily Rate for Special Circumstances**

Task(s) to be Completed: As set forth in **Exhibit A**

Due Date: no later than the due date of the appropriate monthly data submittal

Compensation for Optional Task D: \$320.00 per day