

City of Delray Beach

CONSTRUCTION CONTRACT AND GENERAL CONDITIONS FOR

Marine Turtle Monitoring Services

City Project No. 2014-097

City Bid No. 2015-02

December 22, 2014



CITY COMMISSIONERS

MAYOR

VICE MAYOR

DEPUTY VICE MAYOR

COMMISSIONER

COMMISSIONER

CITY MANAGER

- CARY GLICKSTEIN

- SHELLY PETROLIA

- JORDANA JARJURA

- ADAM FRANKEL

- AL JACQUET

- DONALD B. COOPER

ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

Marine Turtle Monitoring Services, P/N 2014-097
Bid No. 2015-02

CITY OF DELRAY BEACH

CHECK LIST

Marine Turtle Monitoring Services

BID # 2015-02 P/N 2014-097

Required bid sheets to be returned.

- | | | |
|---|--|---|
| ☒ YES | ☐ NO | Check List Form |
| ☒ YES | ☐ NO | Bid Signature Form |
| ☒ YES | ☐ NO | Schedule of Pricing (check for accuracy) |
| ☒ YES | ☐ NO | Addenda Acknowledgement (if any) |
| ☒ YES | ☐ NO | Indemnity/Hold Harmless Agreement |
| ☒ YES | ☐ NO | Cone of Silence |
| ☒ YES | ☐ NO | Proof of Insurance (including Worker's Comp & Auto) |
| ☒ YES | ☐ NO | Drug Free Workplace Certification |
| ☒ YES | ☐ NO | References |
| ☒ YES | ☐ NO | Business License (Electrical) |
| ☐ YES | ☒ NO | Statement of No Bid – (if not responding to this request) |

STATEMENT OF UNDERSTANDING

I, Christine Perretta hereby acknowledge and declare that I have read
(Please print name)

and understand the "Bid" document in full for Marine Turtle Monitoring Services Bid #2015-02 for the City of Delray Beach and completely understand the requirements and expectation of the.

Contractor: DB Ecological Services, Inc.

Thank you for your interest in the City of Delray Beach

CITY OF DELRAY BEACH

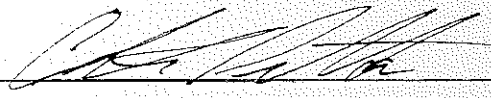
BID SIGNATURE FORM Marine Turtle Monitoring Services BID # 2015-02 P/N 2014-097

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

NAME OF BIDDER ➤ Name as registered with their State of origin	DB Ecological Services, Inc.
BUSINESS STREET ADDRESS ➤ P.O. Box address not permitted	1012 SW 7th St
CITY, STATE, ZIP CODE	Boca Raton, FL 33486

MAILING ADDRESS: ☒ Check if same as Business address above.

BUSINESS MAILING ADDRESS	1012 SW 7th St
CITY, STATE, ZIP CODE	Boca Raton, FL 33486
AUTHORIZED SIGNATURE (Written)	
PRINT NAME	Christine Perretta
TITLE (of person signing form)	President
DATE	1/12/15
TELEPHONE NUMBER	561-376-5502
FAX NUMBER	561-393-0394
EMAIL ADDRESS	dbeco@bellsouth.net

VENDOR SERVICE REP FOR ORDER PLACEMENT NAME	Christine Perretta
TELEPHONE / CELL NUMBER	561-376-5502
FAX	61-393-0394
EMAIL ADDRESS	dbeco@bellsouth.net

CITY OF DELRAY BEACH
SCHEDULE OF PRICING
Marine Turtle Monitoring Services
P/N 2014-097
BID # 2015-02

The Consultant or Individual will furnish all labor, material and necessary equipment and services for the following: to conduct seasonal marine turtle monitoring. The guidelines for this are spelled out in the obligations for the State of Florida sea turtle permit.

All Marine Turtle Protection monitoring activities required under Joint Coastal Permit 0303553-001-JC.

Contractor may elect to invoice annually or quarterly (select A or B only)

A. Quarterly Invoicing

Description		A. Unit Price (Quarterly)			
1	Marine Turtle Monitoring	\$ 10,017.75	\$ 10,017.75	\$ 10,017.75	\$ 10,017.75
2	Indemnification	\$ 10.00			
Total Bid Amount					
Bid Items No. 1-2 (in numbers)		\$ 40,081.00			
Total Bid Amount Bid Items No. 1-2 (in words)					
Forty thousand, eighty-one dollars and zero cents					

B. Annual Invoicing

Description		B. Unit Price (Annually)	
1	Marine Turtle Monitoring	\$ 40,071.00	
2	Indemnification	\$ 10.00	
Total Bid Amount			
Bid Items No. 1-2 (in numbers)		\$ 40,081.00	
Total Bid Amount Bid Items No. 1-2 (in words)			
Forty thousand, eighty-one dollars and zero cents			

JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

☒ Yes

☐ No

Official City Use Only - Contract Award Amount: \$ _____

ADDENDUM NO. 1

Marine Turtle Monitoring Services

**BID NO. 2015-02
PROJECT NO. 14-097**

Addendum No. 1, Dated January 2 2015, to the Specifications and Contract Documents for the above referenced project, is hereby declared part of the original Specifications and Contract Documents, and in case of conflict, the following Addendum shall govern.

Bidders are advised that the information contained in this Addendum is abbreviated and general in nature. It is the bidders responsibility to include all items necessary for the proper execution, coordination and completion of all work directly affected by this Addendum.

Clarification(s): Additional clarification regarding the general specifications within the bid documentation.

Attachment(s): Revised minimum insurance requirements

All questions and requests for additional information in connection with this Request for Qualifications and selection shall be directed in writing or email only to Patsy Nadal, Purchasing Manager, Purchasing Department City Hall, 100 NW 1st Avenue, Delray Beach, Florida, 33444, fax (561) 243-7166 or e-mail nadal@mydelraybeach.com

Bidders shall acknowledge receipt of this Addendum by:

- A. Write the words "Addendum No.1 on the exterior of the envelope in which the bid is submitted.

END OF ADDENDUM NO. 1

**PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND
FAXING BACK TO 561-243-7166 AS SOON AS POSSIBLE.**

DB Ecological Services, Inc.
PLANTHOLDER


By

1/7/15

Date

Page 1 of 4

Addendum No. 1
To The Contract Documents For The
Marine Turtle Monitoring Services
Bid No. 2015-02, P/N No.14-097
January 2, 2015

Clarification(s) regarding the general specifications within the bid documentation:

- This request for proposal is a solicitation whose associated award evaluation and vendor selection process is predicated on a best value evaluation, rather than strictly upon award to the lowest priced responsive and responsible bidder.
- It is the responsibility of the Consultant/Individual to ensure that the project area (approximately 2.6 miles of shoreline) and access sites are surveyed for marine turtle nesting activity. Nesting surveys and egg relocations shall only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by the Florida Fish & Wildlife Conservation Commission (FWC), pursuant to F.A.C. 68E-1. Please contact FWC's Marine Turtle Management Program in Tequesta at (561) 575-5408 for additional information. Nesting surveys shall be conducted daily between sunrise and 9 a.m. (for all time zones).
- The contractor and not the City Delray Beach shall be responsible for establishing a field station within close proximity to the beach for the purpose of efficiently conducting the program.
- A member of the monitoring team must be on call and able to timely respond to turtle related issues on 24/7 basis for the duration of the season.
- Surveys for escarpments shall be conducted weekly during the three nesting seasons following completion of the project. The FWC shall be contacted immediately if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season to determine the appropriate action to be taken.
- Global Positioning System - FWC now requires Global Positioning System (GPS) readings for all nesting activity; this includes false crawls and for nest. The Consultant/Individual must supply the City of Delray Beach, State and Federal Government Global Positioning System (GPS) readings for all nesting activity. Mapping grade GPS type unit shall be used and accuracy to within +/-3 feet is required.
- Hatchling and Adult Disorientation- Both hatchlings and nesting adults exposed to artificial lighting can be led in the wrong direction (become disoriented) or meander and circle (become disoriented). It is extremely important that sea turtle permit holders who conduct nesting surveys look for and document signs of disorientation. These events should be reported on the standard reporting forms. Because we may be able to immediately resolve a lighting problem and thus avoid subsequent problems, it is very important that you inform the FWC Tequesta office of all disorientation events as soon as possible.

Continued on next page

Some indirect tracks from adult turtles may not be due to artificial lighting. Adult females in search of a nesting site may wander on the beach for a period of time looking for a suitable nesting site. Leatherback turtles are known to make orientation circles on their way back to the ocean after nesting. A diagram of the crawl should be included with adult disorientation reports to help assess the actions of the turtle. Wind and rain may obscure tracks, making it difficult to document hatchling disorientation. Still, every effort should be made to count the number of hatchlings disoriented. Identifying the light source is also important. If the disorientation was documented during a morning survey, and if time and personnel permit, a subsequent nighttime lighting survey would be useful in identifying the light source. The address of the property, and the number, variety and location of lights are important to the local code enforcement persons and/or FWC. The City of Delray Beach has a marine turtle lighting ordinance. The local code enforcement person is generally responsible for ensuring compliance with the ordinance. Please notify the local code enforcement office and/or FWC as soon as possible after a disorientation event.

- All authorized personnel should carry a copy of their FWC permit at all times while conducting authorized activities. You should also carry identification that will verify that you are the permit holder or one of the authorized personnel. Wildlife or public safety officers may approach you, in plain clothes, and ask to see a copy of your permit. You may also be approached by concerned individuals who perceive that your activity is harmful or unlawful. Please ensure that your response to such situations is thoughtful and reflects the special responsibilities associated with your permit. Marine turtle permits are not transferable.
- Two beach nourishment projects were constructed in the City of Delray Beach between January 2013 and May 2014. The Fifth Periodic Beach Renourishment Project was constructed by the City of Delray Beach in March and April of 2013. The project extended from approximately 1,000 feet north of Atlantic Avenue (R-179) to approximately 1,500 feet south of Atlantic Dunes Park (R-188A). Approximately 1,158,500 cubic yards of sand were placed over the 1.9 mile 2013 project area increasing the beach width by 207.3 feet on average. The 2014 Delray Beach Flood Control and Coastal Emergency (FCCE) Shore Protection Project was constructed by the U.S. Army Corps of Engineers (USACE) in early 2014 (February to April) as a storm repair project to address damages from Hurricane Sandy (October 2012). The FCCE project extended from approximately the northern City limit (R-175+300) to Atlantic Avenue (R-180). Approximately 381,200 cubic yards of sand were placed over the 1 mile FCCE project area increasing the beach width by 133.8 feet on average. Fill material for both projects was excavated using cutter head dredges, from Borrow Areas I and II located parallel to the project area. As a result, by FWC definition, Enhanced Turtle Monitoring is required for a period of three years for the approximately 2.6 miles of shoreline.

Continued on next page

General Summary:

- I. Obtain all necessary permits.
- II. Monitor the beach every morning (before 9:00AM) between March 1 and October 30 for sea turtle nesting activity and identify all nests with a minimum of one stake and an information sign and eggs shall be relocated per the following requirements.
- III. All Marine Turtle Protection monitoring activities required under Joint Coastal Permit 0303553-001-JC issued January 27, 2012, including escarpment reporting, lighting surveys and reproductive success reporting tasks.
- IV. Submit special "take" reports involving any lighting incidents responsible for a hatchling disorientation event.
- V. Reports summarizing the nesting should be submitted to the City of Delray Beach. Data for nesting activity should include numbers of nests lost to erosion or washed out.
- VI. Conduct monthly night lighting survey between March and October and work with staff to solve lighting issues proactively.
- VII. Help City electrical personnel address City owned street lighting issues.
- VIII. Submit monthly status reports to the City's Environmental Services Director or his/her designee.
- IX. Submit a final report annually to the City's Environmental Services Director or his/her designee and the U.S. Fish and Wildlife Service as well as to the State of Florida.
- X. Provide all necessary materials, equipment and supplies necessary to complete daily monitoring as described within the bid documents and addendums.
- XI. Provide all necessary labor.
- XII. Provide all ancillary services necessary to accomplish the services outlined herein including but not limited to all-terrain vehicles (ATV's) Global Positioning System (GPS) equipment, etc.

MINIMUM INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below. A Best Rating of no less than A-7 is required for any carriers providing coverage required under the terms of this Contract.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$1,000,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) City of Delray Beach is listed as Additional Insured in Description of Operations Section.
 - c) Contractor must submit an "Additional Insured Endorsement Page".
 - d) Premises and/or Operations; minimum of \$500,000.
 - e) Independent Contractors.
 - f) Products and/or Completed Operations.
 - g) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of Insurance evidencing the insurance coverage specified in the previous paragraph should be received prior to commencement of work. The contractor shall endorse the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

Also, under the Cancellation section of the Certificate of Insurance the contractor ("not the "insured") shall be required to notify the City of material changes or cancellation of insurance policies, or non-renewal.



CERTIFICATE OF LIABILITY INSURANCE

MANCT-1

OP ID: KR

DATE (MM/DD/YYYY)

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

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

PRODUCER	Phone:	CONTACT NAME	John Doe
ABC Insurance Company	Fax:	PHONE (A/C No. Ext.)	
Address		FAX (A/C No.)	
		EMAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED		INSURER A:	
Contractor Name		INSURER B:	
Address		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR MAID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-ECT ☐ LOC	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ RENTED AUTOS ☐ NON-OWNED AUTOS					COVERED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATUTORY LIMITS ☐ OTH-ER EL EACH ACCIDENT 1 \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

City of Delray Beach is listed as Additional Insured
Project Name:
Project Number:
30 Days Notice for Cancellation

CERTIFICATE HOLDER

CANCELLATION

CITDS-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.- 30 Days Notice
City of Delray Beach 434 S. Swinton Ave. Delray Beach, FL 33444	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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" SAMPLE INSURANCE DOCUMENTS "

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or agent, and the certificate holder nor does it affirmatively or negatively extend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

ADDENDUM NO. 2

Marine Turtle Monitoring Services

**BID NO. 2015-02
PROJECT NO. 14-097**

Addendum No. 2, Dated January 7 2015, to the Specifications and Contract Documents for the above referenced project, is hereby declared part of the original Specifications and Contract Documents, and in case of conflict, the following Addendum shall govern.

Bidders are advised that the information contained in this Addendum is abbreviated and general in nature. It is the bidders responsibility to include all items necessary for the proper execution, coordination and completion of all work directly affected by this Addendum.

Clarification(s): All marine turtle surveys shall be conducted only within City of Delray Beach City boundaries.

Attachment(s): Updated location map attached hereto substitute's page 29 of the original bid documents.

All questions and requests for additional information in connection with this Request for Qualifications and selection shall be directed in writing or email only to Patsy Nadal, Purchasing Manager, Purchasing Department City Hall, 100 NW 1st Avenue, Delray Beach, Florida, 33444, fax (561) 243-7166 or e-mail nadal@mydelraybeach.com

Bidders shall acknowledge receipt of this Addendum by:

- A. Write the words "Addendum No.2 on the exterior of the envelope in which the bid is submitted.

END OF ADDENDUM NO. 2

**PLEASE ACKNOWLEDGE RECIEPT OF ADDENDUM NO. 2 BY SIGNING BELOW AND
FAXING BACK TO 561-243-7166 AS SOON AS POSSIBLE.**

DB Ecological Services, Inc.
PLANHOLDER



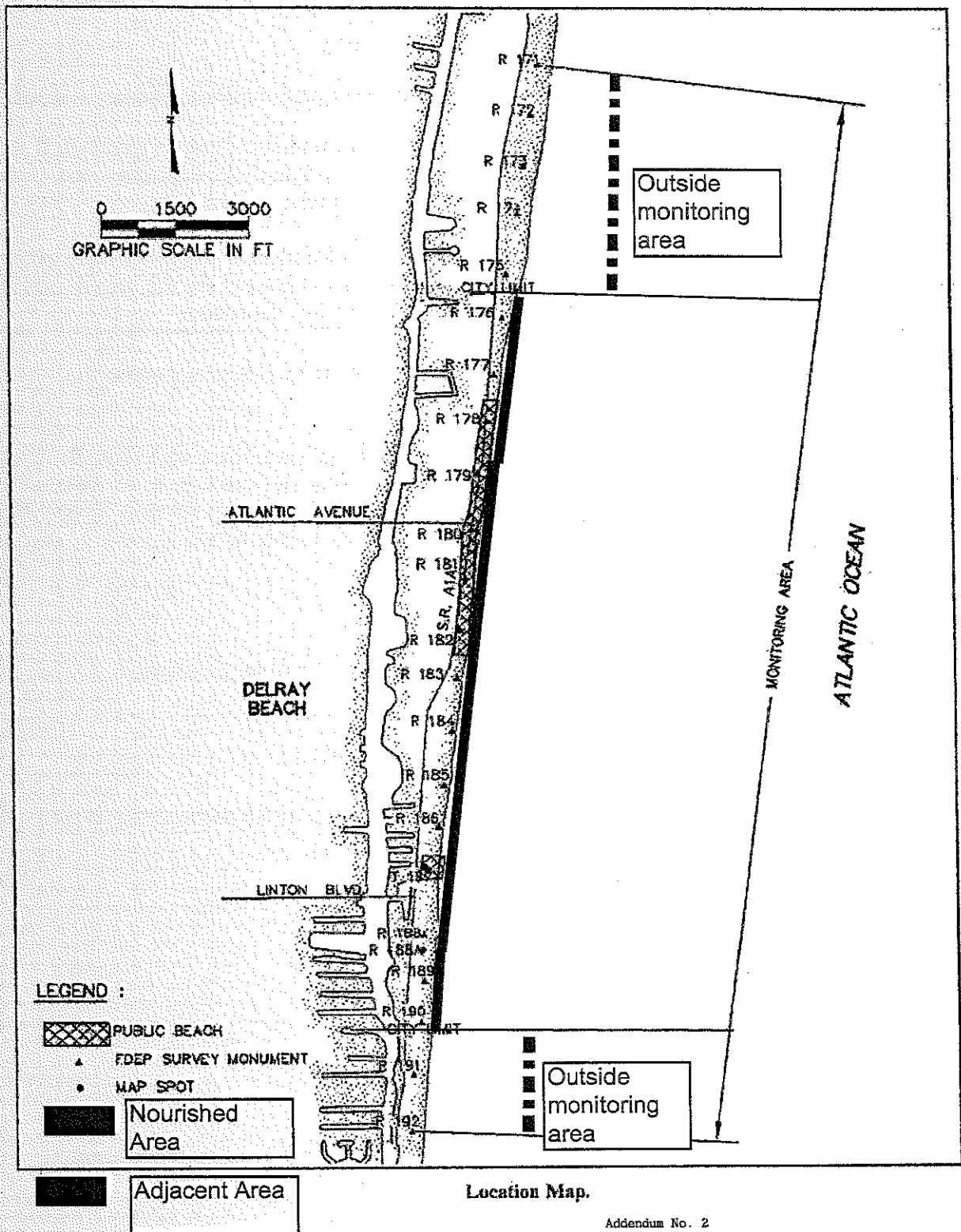
By

1/7/15

Date

Addendum No. 2
To The Contract Documents For The
Marine Turtle Monitoring Services
Bid No. 2015-02, P/N No.14-097
January 7, 2015

LOCATION MAP **Marine Turtle Monitoring Services**



ADDENDUM NO. 3

Marine Turtle Monitoring Services

**BID NO. 2015-02
PROJECT NO. 14-097**

Addendum No. 3, Dated January 9 2015, to the Specifications and Contract Documents for the above referenced project, is hereby declared part of the original Specifications and Contract Documents, and in case of conflict, the following Addendum shall govern.

Bidders are advised that the information contained in this Addendum is abbreviated and general in nature. It is the bidders responsibility to include all items necessary for the proper execution, coordination and completion of all work directly affected by this Addendum.

Clarification(s): Additional clarification regarding the general specifications within the bid documentation.

All questions and requests for additional information in connection with this Request for Qualifications and selection shall be directed in writing or email only to Patsy Nadal, Purchasing Manager, Purchasing Department City Hall, 100 NW 1st Avenue, Delray Beach, Florida, 33444, fax (561) 243-7166 or e-mail nadal@mydelraybeach.com

Bidders shall acknowledge receipt of this Addendum by:

- A. Write the words "Addendum No.3 on the exterior of the envelope in which the bid is submitted.

END OF ADDENDUM NO. 3

**PLEASE ACKNOWLEDGE RECIEPT OF ADDENDUM NO. 3 BY SIGNING BELOW AND
FAXING BACK TO 561-243-7166 AS SOON AS POSSIBLE.**

DB Ecological Services, Inc.
PLANCHOLDER



By

1/9/15

Date

Page 1 of 2

Clarification(s) regarding the general specifications within the bid documentation:

Addendum No. 3
To The Contract Documents For The
Marine Turtle Monitoring Services
Bid No. 2015-02, P/N No.14-097
January 8, 2015

1. 1) The last bullet on page 3 and item III on page 4 of the first addendum outlines the conditions that require enhanced turtle monitoring within the project area. Are the escarpment reporting, lighting surveys and reproductive success reporting the only project elements that make the turtle monitoring activities "enhanced"?

A: Yes

2. 2) Will the 24 hr. hotline make the contractor wholly responsible for immediate sea turtle stranding responses and/or relocation of being washed out?

A. Yes

3. 3) Please confirm any future plans to deposit sand on these beaches during the contract period, potentially extending 4 years from the Notice to Proceed. If renourishment activity is possible, shall the consultant include these costs within their bid, or will a future work order modification be allowed in light of the changing scope?

A. Future work order modifications will be allowed when additional scopes of work are added.

4. 4) The duration of the turtle season extends 245 days. The contract states that all tasks must be completed within 280 days from the Notice to Proceed. Are we to assume these additional 35 days are to accommodate training, mobilization, demobilization and reporting? Paragraph 22 e. states all reports should be submitted by January 15th of the following year, which is 320 Days from the beginning of the season. Which document contains the correct reporting period, the RFP or the Permit?

A. The FWC permit.

5. 5) When is the response to the inquiry period going to be released? If the inquiry period ends Thursday, January 8th, and the bid is due on Tuesday, January 13th; sufficient bid preparation time may not be available to consultants.

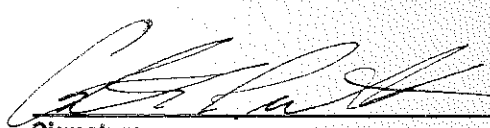
A. January 8th 2015.

INDEMNITY/HOLD HARMLESS AGREEMENT

BID No. 2015-02

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Christine Perretta
DB Ecological Services, Inc.
Contractor's Name


Signature

1/12/15
Date

CONE OF SILENCE
BID No. 2015-02

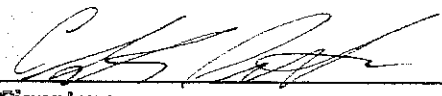
The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence.

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Christine Perretta
DB Ecological Services, Inc.
Contractor's Name


Signature

1/12/15
Date

INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$500,000 per occurrence, \$1MM aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of Insurance evidencing the Insurance coverage specified in the previous paragraph should be received by Purchasing prior to commencement of work. The required Certificates of Insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished. The successful bidder will endorse the City of Delray Beach as additional Insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

Also, under the Cancellation section of the Certificate of Insurance the successful bidder ("not the 'insured'") shall be required to notify the City of material changes or cancellation of insurance policies, or non-renewal.

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

MANCT-1 OP ID: KR

DATE (MM/DD/YYYY)

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

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

PRODUCER ABC Insurance Company Address	Phone: Fax:	CONTACT NAME John Doe PHONE A/C No. Ext. FAX 1-800-555-5555 E-MAIL ADDRESS
INSURED Contractor Name Address		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	DESCRIPTION (USE EXT.)	POLICY NUMBER	POLICY PER. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL AND ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN AGGREGATE LIMIT APPLIES PER: POLICY ☐ PER ☐ LOC					
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRE AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					
☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EL EACH ACCIDENT 1 \$1,000,000 EL DISEASE - SA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NJ) P&H SHOULD ORDER DESCRIPTION OF OPERATIONS below	Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Also see ACORD 101 Additional Remarks Schedule, if more space is required)

City of Delray Beach is listed as Additional Insured
Project Name:
Project Number:
30 Days Notice for Cancellation

CERTIFICATE HOLDER City of Delray Beach 100 NW 1 st Avenue Delray Beach, FL 33444	CITDB-1	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS - 30 Days Notice AUTHORIZED REPRESENTATIVE _____
---	---------	---

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ACORD 25 (2010/05)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.

C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

CG 70 87 01 05



DBECOLO-02

MUNOZG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2015

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

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

PRODUCER Eagle American Insurance 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Dawn Silver	
	PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: dawn.silver@joausa.com	
INSURED D.B. Ecological Services, Inc. 1012 SW 7th Street Boca Raton, FL 33486	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Admiral Insurance Company	24856
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Pollution & Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		FEIECC1354201	03/06/2014	03/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution			FEIECC1354201	03/06/2014	03/06/2015	See Below
A	Professional Liab			FEIECC1354201	03/06/2014	03/06/2015	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Liab \$1,000,000 -Pollution Condition/\$2,000,000 Gen Aggr \$2500 Ded Per pollution condition

Professional Liability Claims Made \$1,000,000/ \$2,000,000 Gen Aggr \$2,500 Ded per wrongful act.

City of Delray Beach is additional insured as respects to General Liability when required under written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Delray Beach Purchasing Department 100 NW 1st Avenue City of Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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DRUG FREE WORKPLACE CERTIFICATION

BID No. 2015-02

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Christine Perretta
DB Ecological Services, Inc.
Contractor's Name


Signature

1/12/15
Date

REFERENCES

DB ECOLOGICAL SERVICES, INC. CURRENT MARINE TURTLE PROJECT REFERENCES

Palm Beach County Environmental Resources Management – Ongoing - DB Ecological Services has been performing marine turtle monitoring for Palm Beach County for 8 years on the County's Ocean Ridge Beach Nourishment Project and Singer Island Dune Project. **Palm Beach County Contract Manager: Jacey Biery 561-233-2400**

Town of Palm Beach – Ongoing - DB Ecological Services has been performing marine turtle monitoring for the Town of Palm Beach for 15 years on all of the Town's beach construction projects including beach nourishment and dune fill projects. **Town of Palm Beach Contract Manager: Ron Weber 561-838-5440**

Florida Department of Transportation (FDOT) – Ongoing - DB Ecological Services has been performing marine turtle monitoring services for the Florida Department of Transportation for several years. The FDOT's projects include emergency repair of A1A, Lighting inspections and consultations on FDOT projects in various location in Palm Beach and Broward Counties. **FDOT Contract Manager: David Bogardus: 954-777-4339.**

Marinex Construction – Completed November 2014 - DB Ecological Services performed late season and nighttime marine turtle monitoring services as well as dune restoration for Marinex Construction. These services were provided to facilitate the beach nourishment projects at Ocean Ridge and Boca Raton. **Marinex Contract Manager: Thomas Payne: 843-371-0397.**



Marine Turtle Permit

Florida Fish and Wildlife Conservation Commission
Imperiled Species Management Section - Tequesta Field Laboratory
19100 SE Federal Highway
Tequesta, Florida 33469
(561) 882-5975

Permittee: Christine Perretta
DB ECOLOGICAL SERVICES, INC.
1012 SW 7TH ST
BOCA RATON, FLORIDA 33486
UNITED STATES

Permit#: MTP-15-119
Effective Date: 01/01/2015
Expiration Date: 12/31/2015

Is Authorized to:

1. conduct nesting surveys;
2. conduct stranding/salvage activities;
3. relocate nests for conservation purposes;
4. outfit nests with restraining cage; and
5. monitoring for mechanical beach cleaning.

Authorized Nesting Survey Area:

1. Lake Worth Inlet - south side (Lake Worth Inlet jetty south to Angler Ave.);
2. Town of Palm Beach - Midtown (El Mirasol to El Vedado, excluding the Breakers);
3. The Breakers (Sunset Ave to Barton Ave.);
4. Sloan's Curve - Sloan's Curve A1A south to south boundary of Par III Golf Course);
5. Par III to Kreusler - southern boundary of Par III Golf Course to northern boundary of Kreusler Park;
6. Kreusler Park;
7. South Town of Palm Beach - 1250' south of Lake Ave (SR-802) to 3475 S. Ocean Blvd.;
8. South end of Manalapan - 1400' north of north jetty at South Lake Worth/Boynton Inlet south to north jetty at South Lake Worth/Boynton Inlet;
9. Ocean Inlet Park - South Lake Worth/Boynton Inlet south to 825' south of inlet (immediately south of McCormick Mile Beach Club tractor ramp);
10. Ocean Ridge/Boynton Beach - 825' south of South Lake Worth/Boynton Inlet (immediately south of McCormick Mile Beach Club tractor ramp) south to Adams Road;
11. Singer Island North - southern boundary of MacArthur State Park to the northern boundary of 3920 N Ocean Drive (Oasis Condo);
12. Palm Beach - North End (from Angler Avenue to El Mirasol Road); and
13. Palm Beach - South Gap (from El Vedado to Sloan's Curve).

Permittee Signature: _____

Date: _____

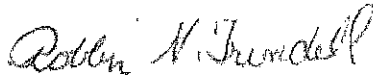
Not valid unless signed. By signature, the permittee confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed

below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

By signature, I acknowledge that I have read and understand this permit. Signature of this permit indicates that I and all authorized personnel listed below have read and agree to abide by all Florida Fish and Wildlife Conservation Commission (FWC) 'SeaTurtle Conservation Guidelines' that pertain to the authorized activity(s) listed on this marine turtle permit. I understand that it is my responsibility to transmit all future information updates to all authorized personnel listed on my permit. **Permittee must provide a signed copy of this permit to the FWC address above to activate this permit.**

Authorized By: ROBBIN TRINDELL

Authorized for: Nick Wiley, Executive Director



Authorizing Signature: _____

Date: 01/12/2015

Marine Turtle Permit

Authorized Research Projects: None.

Authorized Monitoring Projects:

1. Monitoring for Lake Worth Inlet Sand Transfer Plant and Sand Bypass (DEP File No. 0295170), ongoing;
2. Monitoring for Town of Palm Beach Mid-Town Beach Expansion & Nourishment Project (DEP file No. 0164713-001-JC), authorized 2011;
3. Monitoring for Phipps Ocean Park Beach Restoration Project (DEP File No. 0165332-009-EM), authorized 2011;
4. Monitoring for South Lake Worth Inlet Sand Transfer Plant Reconstruction and Bypassing (DEP File No. 0221058-001-JC), ongoing;
5. Monitoring for South Lake Worth Inlet Maintenance Dredging (DEP File No. 0117708-005-JC), authorized 2013;
6. Monitoring for Ocean Ridge Shore Protection Project (DEP File No. 0311339-001-JC), authorized 2013;
7. Monitoring for Singer Island Dune Restoration Project (DEP File No. 0267233-002-JC), authorized 2011;
8. Monitoring for Palm Beach Harbor Maintenance Dredging (DEP File No. 0216012-007-JC & -010-EM), authorized 2013; and
9. Monitoring for the Este Lauder Seawall Installation Project (DEP File No. PB-957 AR), authorized 2013.

Authorized Personnel:

Natasha Ahles; Catherine Rose; Brooke Hans; Nicole Blackson; Jessica Lawler; Kelly Egan; Mary Wozny; Sue Fleming; Andrea Reis; Melissa Ochoa; Mario Vojkovic; Catalina Uruena; Frank Perretta; Meghan Frey; Andrea Whitaker; Amanda Long; Jennifer Cutter; Nicole Rienstma; Naghena Ghulam; Courtney McArthur; Brenda Boddiger; Jessica Blackburn.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permitted individuals must adhere to the FWC marine turtle permit guidelines developed under a Section 6 Cooperative Agreement between FWC and the U.S. Fish and Wildlife Service.
- 2 See attached Marine Turtle Monitoring for beach restoration projects.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

**LOCAL BUSINESS TAX
RECEIPT # 15 00024333**

**CITY OF BOCA RATON
BUSINESS TAX AUTHORITY
201 WEST PALMETTO PARK ROAD
BOCA RATON, FLA. 33432-3795**

THIS IS NOT A BILL

Any changes in name, address, suite, ownership, etc. will require a new application within 15 days to avoid penalty or the license is null and void.

**D.B. ECOLOGICAL SERVICES, INC.
PERRETTA, CHRISTINE
1012 SW 7 ST**

**BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/15**

Business Tax fee: 105.00
Penalty fee: .00
Late fee: .00
Additional fee: .00
Transfer fee: .00
Total paid: 105.00

**D.B. ECOLOGICAL SERVICES, INC.
1012 SW 7 ST
BOCA RATON FL 33486**

has paid the business tax at the above address for the period beginning the 1st day of October and ending the 30th day of September to engage in the business, profession or occupation of:

Classification: HOME OCCUPATION
Comments: BIOLOGICAL CONSULTING SERVICES
Restriction: COMPLY WITH CODE SECTION 28-1533



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

**1012 SW 7TH STREET
BOCA RATON, FL 33486**

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0030 BUSINESS CONSULTANT	PERRETTA CHRISTINE		B14.1443856 - 09/08/14	\$33.00	B40106807

This document is valid only when receipted by the Tax Collector's Office.

**D B ECOLOGICAL SERVICES INC
D B ECOLOGICAL SERVICES INC
1012 SW 7TH ST
BOCA RATON, FL 33486-5492**



B1 - 705

**STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200023701
EXPIRES: SEPTEMBER 30, 2015**

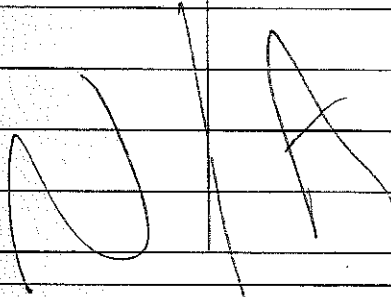
This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF DELRAY BEACH

STATEMENT OF "NO BID" Marine Turtle Monitoring Services BID # 2015-02 P/N 2014-097

PLEASE AFFIX SIGNATURE WHERE INDICATED

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email (nadal@mydelraybeach.com)

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other _____

We, the undersigned have declined to bid on Bid No. 2015-02 due to the following reason(s).
Please indicate below with an "X":

☐	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
☐	Insufficient time to respond to the Invitation to Bid
☐	We do not offer this product or an equivalent
☐	Our product schedule would not permit us to perform
☐	Unable to meet specifications
☐	Unable to meet bond requirements
☐	Specifications unclear (explain below)
☐	Other (specify below)

REMARKS / OTHER

CITY OF DELRAY BEACH

INVITATION TO BID

Bid No. 2015-02
Marine Turtle Monitoring Services
City Project No. 2014-097

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CITY OF DELRAY BEACH



BID Submittal Package Label

(Attach to outside of package - must use)

BID No. 2015-02

Title: MARINE TURTLE MONITORING SERVICES

Vendor Name: _____

Addenda Enclosed _____ **thru** _____

▼ Submission Details

Submission Deadline:

Tuesday, January 13, 2015

Time:

2:00 P. M. Eastern

Submissions Accepted Via: Mail or In Person

Details:

CITY OF DELRAY BEACH

Attn: Purchasing Department

100 NW 1ST AVENUE

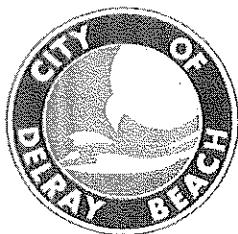
CITY OF DELRAY BEACH, FL 33444

Comments:

A fax or electronic will not be accepted as a sealed bid.

Time Stamped In: _____

_____ **(by City) Initial:** _____



CITY OF DELRAY BEACH

TEL: (561) 243-7161/7163

FAX: (561) 243-7166

PURCHASING DIVISION

BID REQUEST

BID No: 2015-02

TITLE: MARINE TURTLE MONITORING SERVICES
Project No. 14-097

ISSUE DATE: December XX, 2014

DEPARTMENT: ENVIRONMENTAL SERVICES

DUE DATE: January 13, 2015

TIME: 2:00 P.M. (local time)

INSTRUCTIONS

All bids shall be submitted in sealed envelopes, mailed or delivered. All sealed bids must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, Room 206, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

All Bids will be publicly opened and all bidders and the general public are invited and encouraged to attend. Each Bid submitted shall have the following information clearly marked on the face of the envelope: the PROPOSER'S name, return address, BID number, BID title, due date and time. It is the sole responsibility of the bidder to utilize the forms provided in the bid package and to ensure that his/her bid reaches the Purchasing Office on/or before the closing date and hour as shown above.

Included in the envelope shall be **ONE (1) unbound original, TWO (2) copies of all bid sheets, and one (1) electronic copy of all submitted materials on CD or thumbdrive.** The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

The City's Solicitation Information can be obtained from:

- a) DemandStar - The City of Delray Beach publishes electronic online services for notification and distribution of its Solicitation documents. Please contact DemandStar at www.demandstar.com or by calling them at 1-800-711-1712
- b) City of Delray Beach - Hard copies are available at City Hall
- c) Electronic copy may be requested via email: nadal@mydelraybeach.com

Bidders who obtain Solicitations from sources other than those named above are cautioned that the bid package may be incomplete. The City will not evaluate incomplete bid packages. DemandStar is an independent entity and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

CITY OF DELRAY BEACH
MARINE TURTLE MONITORING SERVICES
Project No. 14-097
BID No. 2015-02

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

SCOPE OF SERVICES: The purpose and intent of this "Invitation to Bid" is to seek a firm price for the furnishing of all labor, material and necessary equipment and services for the following: to conduct seasonal marine turtle monitoring.

DUE DATE: TUESDAY, JANUARY 13, 2015 prior to 2:00 P.M. at which time all bids will be publicly opened and read.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall, 100 N.W. 1st Avenue, Delray Beach, FL., first floor Conference Room. Bidders and the general public are invited and encouraged to attend.

All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Bids time-stamped at 10:01 A.M. or later, will not be considered for award and will be returned to the Bidder.

INQUIRIES: Questions regarding this solicitation must be sent through email to purchasing, nadal@mydelraybeach.com. To ensure a timely response, inquiries should be made by **THURSDAY, January 08, 2015 no later than 2:00 P.M.** Information in response to inquiries may be published as an Addendum.

CITY'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the City Manager and/or City Commission.

AWARD: The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

BID No. 2015-02

1. SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.

2. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

3. PRICES:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of **ninety (90) days** from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

4. **DELIVERY:**

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.

5. **BRAND NAMES:** If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

6. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

7. **SAMPLES:** Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.

8. **ACCEPTANCE:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.

9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

11. **SAFETY STANDARDS:** ~~Manufactured Items, fabricated assemblies and on-site~~ contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

12. **MANUFACTURER'S CERTIFICATION:** The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.

13. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.

14. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

A. **PERMITS:** Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.

B. **LICENSES:** If you are not licensed to perform work in the City of Delray Beach you MUST obtain an Occupational License before a Notice to Proceed will be issued.

C. **LIABILITY INSURANCE:** The City prefers the insurance and bonding companies have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at **(561) 243-7150**. See page eight (8) for Insurance Requirements. A "sample" certificate has been attached.

15. **SPECIFICATIONS:**

A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.

B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.

C. The issuance of an **addendum(s)** is the only official method whereby interpretation, clarification, changes or additional information is provided by the City. It shall be the sole responsibility of each bidder, during and prior to Bid submittal to determine if addendum(s) were issued to any particular ITB and to obtain a copy of said addendum(s) from **demandstar.com** or by contacting the **Purchasing Department @ (561) 243-7161 or 7163.**

NOTE: The City will make every effort to notify registered bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential bidders who received a Bid package from other sources.

16. **AWARD OF CONTRACT:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
17. **TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.
18. **FAILURE TO BID:** If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.**
19. **EXCEPTIONS TO CONDITIONS, 1 THRU 18 (Boiler Plate):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.
20. **RENEWAL :** The City Commission may renew the contract, at the same terms, conditions, and prices, TWO (2) consecutive term(s) of ONE (1) year(s) subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.
21. **TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
22. **ANTI-COLLUSION:**
- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
 - B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).
23. **CONFLICT OF INTEREST:**
- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.

24. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.

25. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

26. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

27. **PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less.

If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.
Ord.No.291-13, Sec.35.04

Protest shall be addressed to:
City of Delray Beach
Chief Purchasing Officer
100 NW 1st Ave
Delray Beach, FL 33444

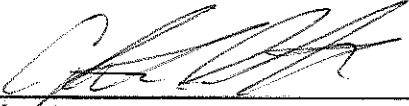
End of General Conditions

INDEMNITY/HOLD HARMLESS AGREEMENT

BID No. 2015-02

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

DB Ecological Services, Inc.
Christine Verne Ha
Contractor's Name


Signature

3/16/15
Date

CONE OF SILENCE
BID No. 2015-02

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence.

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

DB Ecological Services, Inc
Contractor's Name

[Signature]
Signature

3/16/15
Date

DRUG FREE WORKPLACE CERTIFICATION
BID No. 2015-02

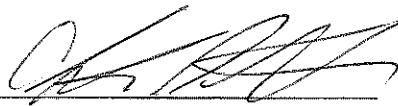
If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State of by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

DB Ecological Services, Inc.
Contractor's Name


Signature

3/16/15
Date

INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$500,000 per occurrence, \$1MM aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of Insurance evidencing the insurance coverage specified in the previous paragraph should be received by Purchasing prior to commencement of work. The required Certificates of Insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished. The successful bidder will endorse the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

Also, under the Cancellation section of the Certificate of Insurance the successful bidder (*not the "insured"*) shall be required to notify the City of material changes or cancellation of insurance policies, or non-renewal.

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

MANCT-1 OP ID: KR

DATE (MM/DD/YYYY)

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

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

PRODUCER	Phone:	CONTACT NAME: John Doe
ABC Insurance Company	Fax:	PHONE: () - /
Address		FAX: () - /
		EMAIL: /
		ADDRESS: /
		INSURER(S) AFFORDING COVERAGE
		NAME:
INSURED		INSURER 1:
		INSURER 2:
Contractor Name		INSURER 3:
Address		INSURER 4:
		INSURER 5:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NO.	TYPE OF INSURANCE	COVERAGE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT ADJUST PERC POLICY: ☐ ☐ ☐ LOC	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Per person) \$ 10,000 PERSONAL AND ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED: ☐ RETENTIONS: ☐					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? ☐ Y/N (Mandatory in NY) If yes, describe other description of operations below	N/A				TWO STATUS EL EACH ACCIDENT 1 \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

City of Delray Beach is listed as Additional Insured
 Project Name:
 Project Number:
 30 Days Notice for Cancellation

CERTIFICATE HOLDER

OTDB-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS - 30 Days Notice

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2/10/05)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.

- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

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CG 70 87 01 05



DBECOLO-02

SILVERD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2015

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

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

PRODUCER Eagle American Insurance 1855 West State Road 434 Longwood, FL 32750		CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company	
		NAIC # 24856	
INSURED D.B. Ecological Services, Inc. 1012 SW 7th Street Boca Raton, FL 33486		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	FEIECC1354202	03/06/2015	03/06/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CONTRACTORS POL \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	General Liability		FEIECC1354202	03/06/2015	03/06/2016	See Below
A	General Liability		FEIECC1354202	03/06/2015	03/06/2016	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Liab \$1,000,000 -Pollution Condition/\$2,000,000 Gen Aggr \$2500 Ded Per pollution condition

Professional Liability Claims Made \$1,000,000/\$2,000,000 Gen Aggr \$2,500 Ded per wrongful act.

City of Delray Beach is additional insured as respects to General Liability when required under written contract.

Project Name: Sea Turtle Monitoring Project Number: 14-097

30 day notice of cancellation

CERTIFICATE HOLDER

CANCELLATION

City of Delray Beach 484 S. Swinton Ave City of Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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D.B. Ecological Services, Inc.
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 3/6/2014 attaches to and forms a part of Policy Number
FEI-ECC-13542-01. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

D. B. Ecological Services, Inc.
1012 SW 7th St
Boca Raton, FL 33486
Phone (561) 376-5502

4/8/15

To: City of Delray Beach
Attn: Carolanne Kucmerowski
434 South Swinton Avenue
Delray Beach, FL 33444

SUBJECT: CITY OF DELRAY BEACH INDEMNIFICATION AGREEMENT FOR
DB ECOLOGICAL SERVICES, INC.

Dear Ms. Kucmerowski:

I am providing the notarized City of Delray Beach Indemnification Agreement for your records. (Attachment VII).

My firm DB Ecological Services, Inc. does not currently meet the statutory requirements for Worker's Compensation. My company is a small business and does not employ more than 3 employees and we are not in the construction industry.

If you should require any addition information please call upon me.

Best Regards,



Christine Perretta
President

CITY OF DELRAY BEACH
INDEMNIFICATION AGREEMENT DUE TO CONTRACTOR
NOT PROVIDING WORKERS' COMPENSATION INSURANCE
FOR ITS EMPLOYEES

Contractor affirms that in accordance with Chapter 440 of the Florida Statutes ("Workers' Compensation Law"):

1. Contractor does not employ more than three (3) employees.
2. Contractor is not in the construction industry.
3. Contractor does not provide workers' compensation insurance for its employees.
4. Contractor immediately will obtain worker's compensation insurance if more than three (3) employees are employed and will notify the City of Delray Beach, Risk Management.
5. Contractor has advised all of its employees that workers' compensation insurance is not provided.

Therefore, Contractor agrees to defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all lawsuits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to or death of persons or damage to property arising out of or resulting from failure to maintain workers' compensation insurance as required by Chapter 440 of the Florida Statutes ("Workers' Compensation Law").

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 8th day of April, 2015.

CAUTION: READ BEFORE SIGNING BELOW.

Witness

Contractor

Print Name:

EDITH W. BUZZELLI

Print Name:

Christine Perretta
DB Ecological Services, Inc.

STATE OF FLORIDA
COUNTY OF

PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of April, 2015 by CHRISTINE PERRETTA (name of person acknowledging), who is personally known to me or who has produced FLA DRIVER LICENSE (type of identification) as identification.

Michael K. Mchale
Signature of Notary Public

Indemnity.doc



Customer name: PERRETTA, CHRISTINE DBA
 DB ECOLOGICAL SERVICES
 Address: 1012 SW 7TH ST
 BOCA RATON, FL 33486-5492
 Policy: 900 2661-B03-59B
 Status: PAID IN FULL

Company: SF Mutual
 Servicing Agent: RICK LIMEGROVER
 Eff date: 02-03-2015 to 08-03-2015
 Description: 2013 FORD F150 PICKUP
 VIN: 1FTFW1CT6DFA35407
 SFPP #: POLICY NOT ON SFPP

Premium/Billing Information

Amount Due: 0.00
 Total premium: 631.38
 Last amount paid: 631.38
 Date paid: 02-24-2015
 Previous premium: 633.62
 Premium refund: 0.00

Additional Policy Details

Policy form: 9810A

Coverage Details

The premium amounts shown reflect a six-month policy term.

Code	Description	Amount
A	Liability Coverage	280.95
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$500,000 \$500,000	
	Property Damage Limit	
	Each Accident	
	\$500,000	
P10	No-Fault Coverage	86.82
D	Comprehensive Coverage - \$250 Deductible	33.99
G	Collision Coverage - \$250 Deductible	107.69
H	Emergency Road Service Coverage	1.60
R1	Car Rental and Travel Expenses Coverage	9.60
	Limit - Car Rental Expense	
	Each Day, Each Loss	
	80% \$500	
U3	Uninsured Motor Vehicle Coverage (Non-Stacking)	110.73
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$100,000 \$300,000	
Total:		631.38

Vehicle Details

Year: 2013
Make: FORD
Model: F150
Body Style: PICKUP
VIN: 1FTFW1CT6DFA35407

MSRP base: 0.00
MSRP additional equip: 0.00

Odometer Information

Odometer reading: 10
Odometer date: 12-2012

Vehicle Inspection

Description: INSPECTION WAIVED

Vehicle Usage

Annual miles: 8,000
Use of vehicle: PLSR/WK/SCH

Discounts & Surcharges

Description
Discounts
Homeownership
Accident Free
Multicar
Vehicle Safety
Antilock Brakes
Antitheft
Total Discount Amount: 389.53
Surcharges
NONE

Homeownership Discount

Homeownership Status: OWN W/MORTGAGE
Residence Type: HOME

Accident Free Information

Adjusted orig x-date: 02-03-2003

Household Driver Details**CHRISTINE PERRETTA**

Birth date: 03-02-1964
Gender: FEMALE
Marital Status: SINGLE

Occupation: BIOLOGIST

License : XXXX-XXX-XX-X82-0
State/Prov: FL
License class: E-REGULAR OPERATOR

Date issued: 02-13-2002
Expiration Date: 03-02-2008

Additional Interests**Lienholders**

Code: 99702

FORD MOTOR CREDIT - LIEN
INSURANCE SERVICE CENTER
PO BOX 390858
MINNEAPOLIS MN 55439-0858

Additional Insured/Lessors

NONE

Insurance Certificates

NONE

Endorsements

Number	Eff Date	End Date	Description
6771BE			AMENDMENT OF GENERAL TERMS

Household Vehicles - Private Passenger

Vehicle	Policy	Principal Operator/Assigned Driver	Birthdate
2013 FORD F150	9002661-B03-59B	P CHRISTINE PERRETTA	03-02-1964
1965 FORD MUSTANG	C563909-A25-59	P/A CHRISTINE PERRETTA	03-02-1964

(P/A = Pricpal Operator AND Assigned Driver(s))

(P = Principal Operator)

(A = Assigned Driver(s))

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy.

State Farm Mutual Automobile Insurance Company, Bloomington, Illinois

Kucmerowski, Carolanne

From: DeMicco, Edward
Sent: Friday, April 10, 2015 10:00 AM
To: Kucmerowski, Carolanne
Cc: Diaz, Jabel; Ballester, Rafael
Subject: RE: Insurance Information for DB Ecological Services, Inc.

Good morning,

No problems granting the exemptions.

Thank you,

Eddie

Edward DeMicco
Risk Manager
City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Direct: 561-243-7150
E-mail: demicco@mydelraybeach.com

PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Kucmerowski, Carolanne
Sent: Friday, April 10, 2015 7:50 AM
To: DeMicco, Edward
Cc: Diaz, Jabel; Ballester, Rafael
Subject: FW: Insurance Information for DB Ecological Services, Inc.
Importance: High

Ed,

I know you just received this yesterday, but I am following-up, since time is of the essence; if you could let us know as soon as possible about this insurance exemption; we would appreciate it.

Thank you,

Carolanne Kucmerowski
Construction Management Technician
City of Delray Beach
434 South Swinton Avenue
Delray Beach, FL 33444
Phone: (561) 243-7177
Fax: (561) 243-7060

PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Kucmerowski, Carolanne
Sent: Thursday, April 09, 2015 7:36 AM
To: DeMicco, Edward
Cc: Diaz, Jabel; Ballestero, Rafael
Subject: FW: Insurance Information for DB Ecological Services, Inc.
Importance: High

Ed,

DB Ecological Services, has been awarded the Sea Turtle Monitoring contract, in the amount of \$40,081.00, and they are requesting an exemption to the following City Insurance Requirements (please see email below from Christine Perretta with backup information). Do you approve the following exemptions?

Auto Limits for Bodily Injury & Property Damage exemption of the \$1,000,000 limit; City will accept \$500,000 Limit
Damage to Rented Property exemption of the \$300,000 limit; City will accept \$50,000 limit
Medical Expenses exemption of the \$10,000 limit; City will accept \$5,000 Limit

Insurance documents are attached for your reference.

Thank you,

Carolanne Kucmerowski
Construction Management Technician
City of Delray Beach
434 South Swinton Avenue
Delray Beach, FL 33444
Phone: (561) 243-7177
Fax: (561) 243-7060

PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Christine Perretta [<mailto:dbeco@bellsouth.net>]
Sent: Wednesday, April 08, 2015 6:03 PM
To: Kucmerowski, Carolanne
Cc: Diaz, Jabel
Subject: Insurance Information for DB Ecological Services, Inc.
Importance: High

Ms. Kucmerowski,
I am submitting the required insurance documentation for review for the City of Delray Beach sea turtle contract.

I would like to request an exemption to 3 of the insurance requirements. The auto insurance requirement is \$1,000,000 and my current auto policy is for \$500,000. I ask for this exemption to the auto limits as the automobile is not used in

the performance of the sea turtle monitoring this contract is to provide. Automobile use is specifically prohibited in performance of sea turtle monitoring surveys so the automobile cannot be used.

My firm's commercial insurance is a standard policy with two limits below the required levels by the City of Delray Beach. One item is damage to rented premises my firm's policy is \$50,000 and the City's requirement is \$300,000. The City's limit is well above the standard limits of my current policy. My firm's limit for medical expenses is \$5000 again this is the standard policy limit for my policy, the City requires \$10,000. I would request an exemption from the City's requirements for these items and allow my current limits to be approved for this contract.

My insurance agent has advised me that as my policy is a standard policy with the limits set by the insurance company and was recently renewed. To change my policy to incorporate the City's requirements to the two limits as identified above will likely cause me to forfeit a portion my current policy paid fees as well as purchase a new policy at a higher standard level for all coverages not just the two not meeting the City's standard. The change of my entire insurance policy may cause serious issues with my many other contracts where that policy is in effect.

Thank you for your review and attention to my request for insurance exemption.
Chris

Christine Perretta
DB Ecological Services, Inc.
561-376-5502

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 15th day of April, 2015, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and DB Ecological Services, Inc (hereinafter called **CONTRACTOR**).

WITNESSETH:

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS

PAGE NUMBERS

Invitation to Bid	1 - 2
General Conditions, Instructions and Information	4 - 9
Indemnity/Hold Harmless Agreement	10
Cone of Silence	11
Drug Free Workplace Certification	12
Insurance Requirements	13
Insurance Form Samples	14 - 16
Standard Form of Agreement	17 - 22
Corporate Acknowledgment	23
Certificate	24
Specifications	25 - 27
Scope of Work	28
Location Map	29
Schedule of Pricing	30
Bid Signature Form	31
Check List	32
Statement of "NO BID"	33
Exhibit "A" Joint Coastal Permit 0303553-001-JC	34
Marine Turtle Monitoring P/N 14-097 Bid #2015-02	

Addenda numbers _____ to _____ inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City: City of Delray Beach, FL
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR: DB Ecological Services, Inc.
1012 SW 7th St.
Boca Raton, FL 33486

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS:** **CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

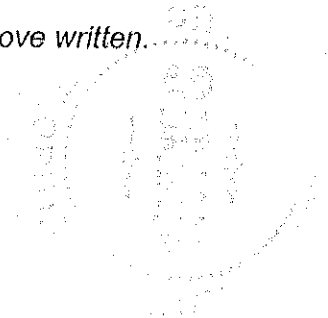
12. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.

13. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

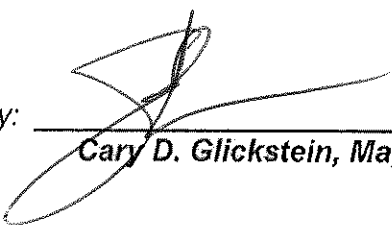
14. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the
day and year first above written.

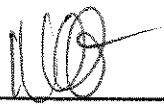
ATTEST:
FLORIDA


Chanelle D. Nubari
City Clerk

CITY OF DELRAY BEACH,

By: 
Cary D. Glickstein, Mayor

Approved as to form:


City Attorney

WITNESS:

Linda Slate

CONTRACTOR:

BY: 

Linda Slate, Office Manager
(Print or type name and title)

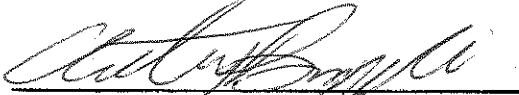
Christine Perretta President
(Print or type name and title)

(SEAL)

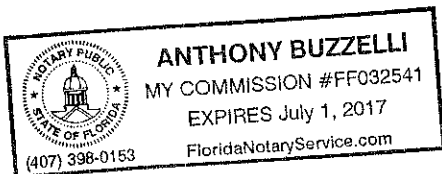
CORPORATE ACKNOWLEDGMENT

STATE OF Florida
COUNTY of Palm Beach

The foregoing instrument was acknowledged before me this 13th day of March, 2015,
by Christine Pernetta, President (name of officer or agent, title
of _____
officer or agent), of DB Ecological Services, Inc. (name of corporation
acknowledging), a Florida (state or place of incorporation) corporation,
on
behalf of the corporation. He/She is (personally known to me) (or has produced
identification) FL, DL (type of identification).


Signature of Person Taking
Acknowledgment

Anthony Buzzelli
Name of Acknowledger Typed,
Printed or Stamped



CERTIFICATE

(If Corporation)

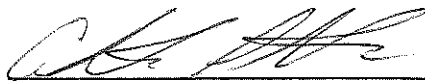
STATE OF FLORIDA)
) SS
COUNTY OF)
Palm Beach)

I HEREBY CERTIFY that a meeting of the Board of Directors of DB Ecological Services, Inc., a corporation under the laws of the State of Florida held on March 16th, 2015, the following resolution was duly passed and adopted:

"RESOLVED", that Christine Loretta, as President President of the corporation, he/she is hereby authorized to execute the Agreement dated _____, 20__, between the City of Delray Beach, Florida and this corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 16th day of March, 2015.



(Secretary)

(Seal)

CITY OF DELRAY BEACH

SPECIFICATIONS

Marine Turtle Monitoring Services

P/N 2014-097

BID # 2015-02

A. SCOPE OF WORK:

The purpose and intent of this "Invitation to Bid" is to seek a firm price for the furnishing of all labor, material and necessary equipment and services for the following: to conduct seasonal marine turtle monitoring. The Consultant or Individual will be fully responsible for equipping, training and supervising of everyone involved in the yearly survey program. The Consultant/Individual will also be responsible for all county, state and federal monitoring and reporting requirements. Must perform marine sea turtle monitoring which includes surveys, nest relocation, and reporting during the nesting season. The guidelines for this are spelled out in the obligations for the State of Florida sea turtle permit. Daily surveys for turtle tracks will be conducted during the period from March 1 through October 31. All Marine Turtle Protection monitoring activities required under Joint Coastal Permit 0303553-001-JC. The Consultant or Individual must hold a valid State of Florida Marine Turtle Permit from the Florida Fish and Wildlife Conservation Commission. If Consultant/Individual does not hold current permit for the designated area, failure to provide permit prior to or at the time RFP is awarded, will result in Consultant/Individual or individual being deemed non-responsive. Refer to the bid package for additional requirements.

All work shall comply with current State, Local and Florida Building Codes at the most economical price. Service and Workmanship are of primary concern. Bidders with low standards for either service or workmanship will be judged to be non-responsive and their quotes non-responsive. No quote will be accepted if it offers lower standards of service and/or workmanship than is described herein.

- B. COMPETENCY OF BIDDERS:** Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid Invitation and who can provide evidence of financial support, and that they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Delray Beach.

- C. NOTICE OF AWARD:** It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidder and the City when written notice has been executed by the City thru its authorized agent. Note: Purchase orders/work orders shall be issued when service is needed.

Contract shall be awarded to the lowest bid submitted by a responsible bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the Contract, and responsibility with current customers.

Reference check, review of equipment, examination of financial stability will be considered together with price in the contract award.

- D. PRICE FOR SERVICE:** Refer to Proposal pages. All proposal pages must be completed in entirety.

- E. **QUANTITIES:** Quantities stated on Bid Form (Schedule of Pricing) are estimates only. No guarantee is given as to the actual quantities that will be needed. Said estimated quantities shall be used for purposes of evaluating the most responsible low bidder meeting specifications by the City.
- F. **FIRM PRICE:** The City requires a firm fixed price on unit prices as bid for the contract.
- G. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between parties hereto the time of completion is an essential condition of this Contract. The complete project must be completed within **Two Hundred Eighty (280) days, per season after Notice to Proceed date.** The Contractor agrees to being with an adequate force to have the work completed in the time period indicated.
- H. **CONTRACT TERM:** The contract shall be issued for a term of two (2) years, with two (2) additional one (1) year terms, renewable by the City Commission.
- A renewal shall be revoked if a vendor is suspended by the City of Delray Beach Purchasing Department prior to commencement of the renewal period.
- I. **PERFORMANCE:** It is the intention of the City of Delray Beach to contract as specified herein with one source that will give prompt and convenient response to the City's needs. Any failure of the successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City for cause or without cause.
- J. **TERMINATION:** This AGREEMENT may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other.
- K. **PERMITS AND LICENSING:** All bidders should submit a copy of their applicable license with their bid. The guidelines for this are spelled out in the obligations for the State of Florida sea turtle permit. Daily surveys for turtle tracks will be conducted during the period from March 1 through October 31. All Marine Turtle Protection monitoring activities required under Joint Coastal Permit 0303553-001-JC.
- L. **COMPLETION OF WORK:** Consultant or individual will be required to complete the work within 280 calendar days per season from the Notice to Proceed.
- M. **VENDOR SERVICE REPRESENTATIVE:** The Bidder shall submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for information and for the coordination of service. A contact for regular work-hours and after-hours, weekends, and holidays must be identified.
- N. **INFORMATION:** Any questions in regards to the Detailed Specifications or submission of this bid should be addressed to the Purchasing Department at 561-243-7161, nadal@mydelraybeach.com.
- O. **JOINT BIDDING, COOPERATIVE PURCHASING AGREEMENT:** State on Bid Form (Schedule of Pricing) if you will extend the same prices, terms, and conditions to other Palm Beach County Governmental agencies.

- O. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

End of Specifications

CITY OF DELRAY BEACH

SCOPE OF WORK

Marine Turtle Monitoring Services

P/N 2014-097

BID # 2015-02

Location: Refer to monitoring area map, page twenty five of the bid documents.

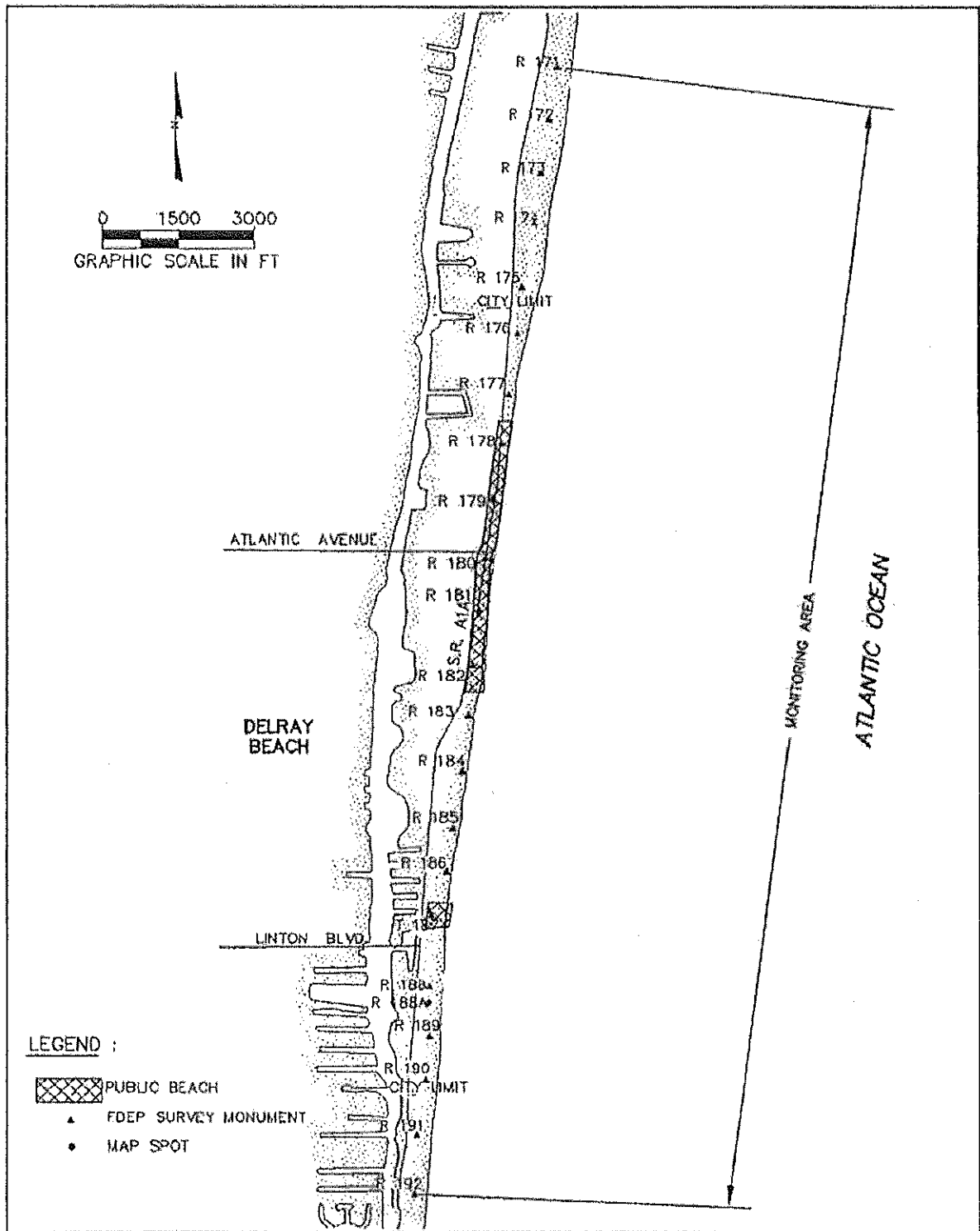
General scope of work:

The purpose and intent of this "Invitation to Bid" is to seek a firm price for the furnishing of all labor, material and necessary equipment and services for the following: to conduct seasonal marine turtle monitoring.

The Consultant or individual will be fully responsible for equipping, training and supervising of everyone involved in the yearly survey program. The Consultant/individual will also be responsible for all county, state and federal monitoring and reporting requirements. Must perform marine sea turtle monitoring which includes surveys, nest relocation, and reporting during the nesting season.

The guidelines for this are spelled out in the obligations for the State of Florida sea turtle permit. Daily surveys for turtle tracks will be conducted during the period from March 1 through October 31. All Marine Turtle Protection monitoring activities required under **Joint Coastal Permit 0303553-001-JC**; copy attached within as **Exhibit "A"**. The Consultant/individual must hold a valid State of Florida Marine Turtle Permit from the Florida Fish and Wildlife Conservation Commission. If Consultant/individual does not hold current permit for the designated area, failure to provide permit prior to or at the time RFP is awarded, will result in Consultant/individual being deemed non-responsive. Refer to the bid package for additional requirements.

LOCATION MAP **Marine Turtle Monitoring Services**



Location Map.

CITY OF DELRAY BEACH

SCHEDULE OF PRICING

Marine Turtle Monitoring Services

P/N 2014-097

BID # 2015-02

The Consultant or Individual will furnish all labor, material and necessary equipment and services for the following: to conduct seasonal marine turtle monitoring. The guidelines for this are spelled out in the obligations for the State of Florida sea turtle permit.

All Marine Turtle Protection monitoring activities required under Joint Coastal Permit 0303553-001-JC.

Contractor may elect to invoice annually or quarterly (select A or B only)

A. Quarterly Invoicing

Description		A. Unit Price (Quarterly)			
1	Marine Turtle Monitoring	\$10,017.75	\$10,017.75	\$10,017.75	\$10,017.75
2	Indemnification	\$ 10.00			

Total Bid Amount	
Bid Items No. 1-2 (in numbers)	\$40,081.00
Total Bid Amount Bid Items No. 1-2 (in words)	
Forty Thousand Eighty-One Dollars and Zero Cents	

B. Annual Invoicing

Description		B. Unit Price (Annually)
1	Marine Turtle Monitoring	\$40,071.00
2	Indemnification	\$ 10.00

Total Bid Amount	
Bid Items No. 1-2 (in numbers)	\$40,081.00
Total Bid Amount Bid Items No. 1-2 (in words)	
Forty Thousand Eighty-One Dollars and Zero Cents	

JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

☐ Yes

☐ No

Official City Use Only - Contract Award Amount: \$ 40,081.00

CITY OF DELRAY BEACH

BID SIGNATURE FORM Marine Turtle Monitoring Services BID # 2015-02 P/N 2014-097

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

NAME OF BIDDER ➤ Name as registered with their State of origin	
BUSINESS STREET ADDRESS ➤ P.O. Box address not permitted	
CITY, STATE, ZIP CODE	

MAILING ADDRESS: ☐ Check if same as Business address above.

BUSINESS MAILING ADDRESS	
CITY, STATE, ZIP CODE	
AUTHORIZED SIGNATURE (Written)	
PRINT NAME	
TITLE (of person signing form)	
DATE	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

VENDOR SERVICE REP FOR ORDER PLACEMENT NAME	
TELEPHONE / CELL NUMBER	
FAX	
EMAIL ADDRESS	

CITY OF DELRAY BEACH

CHECK LIST

Marine Turtle Monitoring Services

BID # 2015-02 P/N 2014-097

Required bid sheets to be returned.

- | | | |
|------------------------------|-----------------------------|--|
| ☐ YES | ☐ NO | Check List Form |
| ☐ YES | ☐ NO | Bid Signature Form |
| ☐ YES | ☐ NO | Schedule of Pricing (check for accuracy) |
| ☐ YES | ☐ NO | Addenda Acknowledgement (if any) |
| ☐ YES | ☐ NO | Indemnity/Hold Harmless Agreement |
| ☐ YES | ☐ NO | Cone of Silence |
| ☐ YES | ☐ NO | Proof of Insurance (including Worker's Comp & Auto) |
| ☐ YES | ☐ NO | Drug Free Workplace Certification |
| ☐ YES | ☐ NO | References |
| ☐ YES | ☐ NO | Business License (Electrical) |
| ☐ YES | ☐ NO | Statement of No Bid – (if not responding to this request) |

STATEMENT OF UNDERSTANDING

I, _____ hereby acknowledge and declare that I have read
(Please print name)
and understand the "Bid" document in full for Marine Turtle Monitoring Services Bid #2015-02 for the
City of Delray Beach and completely understand the requirements and expectation of the.

Contractor: _____

Thank you for your interest in the City of Delray Beach

CITY OF DELRAY BEACH

STATEMENT OF "NO BID" Marine Turtle Monitoring Services BID # 2015-02 P/N 2014-097

PLEASE AFFIX SIGNATURE WHERE INDICATED

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email (nadal@mydelraybeach.com)

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other _____

We, the undersigned have declined to bid on Bid No. 2015-02 due to the following reason(s).
Please indicate below with an "X":

☐	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
☐	Insufficient time to respond to the Invitation to Bid
☐	We do not offer this product or an equivalent
☐	Our product schedule would not permit us to perform
☐	Unable to meet specifications
☐	Unable to meet bond requirements
☐	Specifications unclear (explain below)
☐	Other (specify below)

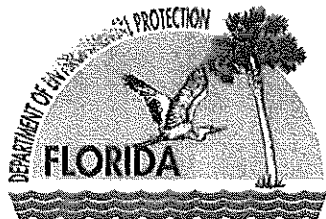
REMARKS / OTHER

CITY OF DELRAY BEACH

**Marine Turtle Monitoring Services
BID # 2015-02 P/N 2014-097**

EXHIBIT “A”

**CONSOLIDATED JOINT COASTAL PERMIT AND
SOVEREIGN SUBMERGED LANDS AUTHORIZATION**



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

City of Delray Beach
Attn: Paul Dorling
100 N.W. First Ave
Delray Beach, FL 33444

PERMIT INFORMATION:

Permit Number: 0303553-001-JC

Project Name: Delray Beach Nourishment

County: Palm Beach

AGENT:

Coastal Planning and Engineering, Inc
c/o Richard Spadoni
2481 N.W. Boca Raton Blvd.
Boca Raton, FL 33431

Issuance Date: January 27, 2012

Expiration Date of Construction Phase:
January 27, 2022

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

PROJECT DESCRIPTION:

The project is to nourish 1.9 miles of beach fronting the City of Delray Beach, Florida, using two offshore borrow areas that run parallel to the beach and varying in width from 1,000 feet to 425 feet. The design template calls for an average construction berm width of approximately 100 feet, at an elevation of +7.5 NAVD, and a slope of 1:10 (vertical : horizontal) on the seaward face of the berm.

PROJECT LOCATION:

The beach nourishment site is located between R-179 and R-188A, in Palm Beach County, Sections 16, 21 and 28, Township 46 South, Range 43 East, in the Atlantic Ocean, Class III Waters. The two offshore borrow areas extend parallel to the beach, about 2000 feet offshore of R-175 through R-191.

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253 F.S., Chapter 18-21, F.A.C., Section 62-343.075, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that the beach placement activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

The Department has also determined that the borrow areas require a public easement for the use of those lands, pursuant to Section 253.77, F.S. The Department intends to issue the public easement, subject to the conditions outlined in the previously issued *Consolidated Intent to Issue* and in the Recommended Proprietary Action (entitled *Delegation of Authority*).

The final documents required to execute the easement have been sent to the Division of State Lands. The Department intends to issue the easement upon satisfactory execution of those documents. **You may not begin construction of this activity on state-owned, sovereign submerged lands until the easement has been executed to the satisfaction of the Department.**

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

WATER QUALITY CERTIFICATION:

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact

you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work outlined in the activity description and activity location of this permit and shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit; and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Bureau of Beaches and Coastal Systems and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the erosion control line,

unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.
9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
10. If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and the Bureau of Beaches and Coastal Systems (JCP Compliance Officer). In the event that unmarked

human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer).

SPECIFIC CONDITIONS:

1. The terms, conditions and provisions of the required easement shall be met. The Notice to Proceed shall not be issued and construction of this activity shall not commence on sovereign submerged lands, title to which is held by the Board of Trustees, until all easement documents have been executed to the satisfaction of the Department.
2. No work shall be conducted until and unless the Department issues a Final Order of Variance (File No. 0303553-002-BV) from Rule 62-4.244(5)(c), F.A.C. to establish an expanded mixing zone for this project.
3. All reports or notices relating to this permit shall be sent to the Department of Environmental Protection, Bureau of Beaches and Coastal Systems, JCP Compliance Officer, 3900 Commonwealth Boulevard, Mail Station 300, Tallahassee, Florida 32399-3000 (e-mail address: JCP_Compliance@dep.state.fl.us).
4. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storage, stockpiling or access of equipment on, in, over or through seagrass (or other aquatic vegetation) beds, or wetlands is prohibited unless within a work area or ingress/egress corridor specifically approved by this permit. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or over hardbottom areas is also prohibited.

5. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
6. No work shall be conducted under this permit until the Permittee has received a written Notice to Proceed from the Department for each nourishment event. At least 30 days prior to the requested date of issuance of the Notice to Proceed, the Permittee shall submit a written request for a Notice to Proceed and the following items for review and approval by the Department:
 - a. Two hard copies and an electronic copy of detailed *final construction plans and specifications* for all authorized activities that are consistent with the project description, conditions and drawings of this permit. These documents shall be signed and sealed by the design engineer who must be registered in the State of Florida, and shall bear the certifications specified in Rule 62B-41.007(4), F.A.C. The plans and specifications shall include a description of the dredging and beach construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., staging areas, etc.) to be used for this project.
 - b. *Turbidity monitoring qualifications.* Construction at the project site shall be monitored closely by person(s) with professional experience in monitoring turbidity for beach restoration or nourishment projects from an independent third party to assure that turbidity levels do not exceed the compliance standards established in this permit. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when fill material is discharged on the beach. This individual shall have authority to alter construction techniques or shut down the beach construction operations if turbidity levels exceed the compliance standards established in this permit. The names and qualifications of those individuals performing these functions along with 24-hour contact information shall be submitted for approval.
 - c. A *Physical Monitoring Plan*, as described in Specific Condition No. 31, indicating the performance of the beach fill project, identifying erosion and accretion patterns within the monitored area. In addition, post-construction reports shall include a comparative review of project performance to expectations and identification of adverse impacts attributable to the project.
 - d. Documentation that the Public Easement has been executed and recorded to the satisfaction of the Department;
7. **Pre-Construction Conference.** The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate

representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, Bureau of Beaches & Coastal Systems
JCP Compliance Officer
Mail Station 300
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
phone: (850) 414-7716
e-mail: JCP.Compliance@dep.state.fl.us

DEP Southeast District Office
Submerged Lands & Environmental Resources
400 North Congress Avenue, Suite 200
West Palm Beach, FL 33401
Phone: (561) 681-6642

Imperiled Species Management Section
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
phone: (850) 922-4330
fax: (850) 921-4369 or email: marineturtle@myfwc.com

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

8. To avoid cultural resources, seven buffer areas were established in and around the project area (A-G). Project activity shall avoid these buffer areas at all times.
9. Sediment quality shall be assessed as outlined in the Sediment QA/QC plan (dated October 27, 2010 (attached)). Any occurrences of unacceptable material shall be handled according to the protocols set forth in the Sediment QA/QC plan. The sediment testing result will be submitted to the Department within 90 days following the completion of beach construction.

The Sediment QC/QA plan includes the following:

If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, measures shall be taken to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.

The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QC/QA plan to the Department within 90 days following beach construction. The sediment testing results shall be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QC/QA plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.

A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the Department within 7 days following completion of remediation activities.

Marine Turtle Protection Conditions

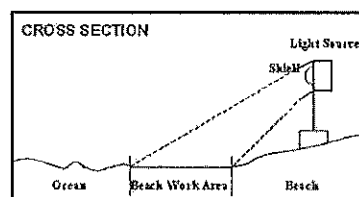
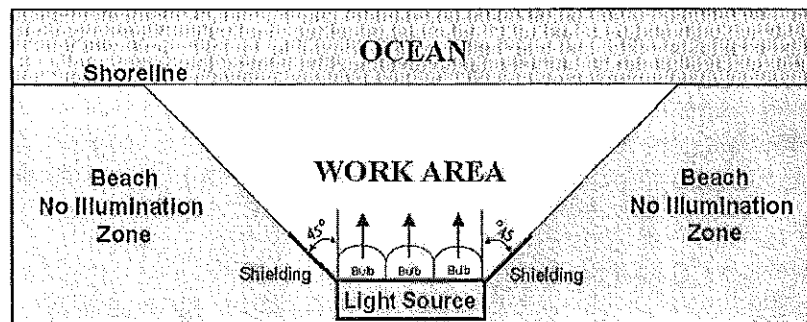
10. Beach nourishment shall be started after October 31 and be completed before May 1.
11. For dredge material placement projects that occur during the period from March 1 through April 30, daily early morning surveys (before 9 a.m.) shall be conducted for sea turtle nests and eggs shall be relocated per the following requirements. For sand placement projects that occur during the period from November 1 through November 30, daily early morning sea turtle nesting surveys (before 9am) shall be conducted 65 days prior to project initiation and continue through September 30, and eggs shall be relocated per the following requirements.
12. It is the responsibility of the permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. Nesting surveys and egg relocations shall only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by the Florida Fish & Wildlife Conservation Commission (FWC), pursuant to F.A.C. 68E-1. Please contact FWC's Marine Turtle Management Program in Tequesta at (561) 575-5408 for information on the permit holder in the project area. Nesting surveys shall be conducted daily between sunrise and 9 a.m. (for all time zones). The contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and dawn the following day until a daily nesting survey has been completed and the beach cleared for fill advancement.

13. Only those nests that may be affected by sand placement activities will be relocated. Nest relocation shall not occur upon completion of the project. Nests requiring relocation shall be moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides or known to routinely experience severe erosion and egg loss, or subject to artificial lighting. Nest relocations in association with construction activities shall cease when construction activities no longer threaten nests.
14. Nests deposited within areas where construction activities have ceased or will not occur for 65 days or nests laid in the nourished berm prior to tilling shall be marked and left in situ unless other factors threaten the success of the nest. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. No activity will occur within this area nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.
15. For dredged material placement conducted in Brevard, Indian River, St. Lucie, St. Martin, and/or Palm Beach Counties during the period from March 1 through April 30, daytime surveys shall be conducted for leatherback sea turtle nests beginning March 1. Nighttime surveys for leatherback sea turtles shall begin when the first leatherback crawl is recorded within the project or adjacent beach area through April 30 or until completion of the project (whichever is earliest). Nightly nesting surveys shall be conducted from 9 p.m. until 6 a.m. The project area shall be surveyed at 1-hour intervals (since leatherbacks require at least 1.5 hours to complete nesting, this will ensure all nesting leatherbacks are encountered) and eggs shall be relocated per the preceding requirements.
16. Sand compaction shall be monitored in the area of sand placement immediately after completion of the project and prior to March 1 for 3 subsequent years in accordance with a protocol agreed to by the U.S. Fish & Wildlife Service (FWS), FWC, and the applicant or local sponsor. At a minimum, the protocol provided under 10a and 10b (below) shall be followed. If tilling is needed, the area shall be tilled to a depth of 36 inches. Each pass of the tilling equipment shall be overlapped to allow more thorough and even tilling. All tilling activity shall be completed at least once prior to nesting season. A report on the results of the compaction monitoring shall be submitted to the FWS's field office prior to any tilling actions being taken. (NOTE: The requirement for compaction monitoring may be eliminated if the decision is made to till regardless of post-construction compaction levels. Additionally, out-year compaction monitoring and remediation are not required if placed material no longer remains on the dry beach.)

- a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high water line (normal wrack line).
 - b. At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports will include all 18 values for each transect line, and the final 6 averaged compaction values.
 - c. If the average value for any depth exceeds 500 psi for any two or more adjacent stations, then that area shall be tilled immediately prior to the dates listed above.
 - d. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the FWS will be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required.
 - e. Tilling shall occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3 square foot buffer around the vegetated areas.
17. Visual surveys for escarpments along the project area shall be made immediately after completion of the dredged material placement and during 30 days prior to March 1 for 3 subsequent years if sand in the project area still remains on the beach. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled and the beach profile shall be reconfigured to minimize scarp formation by March 1. Any escarpment removal shall be reported by location. If the project is completed during the early part of the sea turtle nesting and hatching season (March 1 through April 30), escarpments may be required to be leveled immediately, while protecting nests that have been relocated or left in place. Surveys for escarpments shall be conducted weekly during the three nesting seasons following completion of the project. The FWC shall be contacted immediately if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season to determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, a brief written authorization that describes methods to be used to reduce the likelihood of impacting existing nests will be provided. An

annual summary of escarpment surveys and actions taken shall be submitted as part of the annual report. (NOTE: Out-year escarpment monitoring and remediation are not required if placed material no longer remains on the dry beach).

18. Staging areas for construction equipment shall be located off the beach from March 1 through April 30 and November 1 through November 30, if off-beach staging areas are available. Nighttime storage of construction equipment not in use shall be off the beach to minimize disturbance to sea turtle nesting and hatching activities. In addition, all construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune. Temporary storage of pipes shall be off the beach to the maximum extent possible. If the pipes shall be on the beach, they shall be placed in a manner that will minimize the impact to nesting habitat and shall not compromise the integrity of the dune systems.
19. Direct lighting of the beach and nearshore waters shall be limited to the immediate construction area from March 1 through April 30 and November 1 through November 30, and shall comply with safety requirements. Lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity of lighting equipment shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area (see Figure below).



**BEACH LIGHTING
SCHEMATIC**

20. During the period from March 1 through April 30 and November 1 through November 30, the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill advancement. An exception to this may occur if there is permitted sea turtle surveyor present on-site to ensure no nesting and hatching sea turtles are present within the extended work area. If the 500 feet is not feasible for the project, an agreed upon distance will be decided on during the preconstruction meeting. Once the beach has been cleared and the necessary nest relocations have been completed, the contractor will be allowed to proceed with the placement of fill during daylight hours until dusk at which time the 500-foot length limitation shall apply.
21. A lighting survey shall be conducted from the nourished berm prior to April 1 of the first nesting season following nourishment and action taken to ensure that no lights or light sources are visible from the newly elevated beach. A report summarizing all lights visible, using standard survey techniques for such surveys, shall be submitted to FWC by April 15 and documenting all compliance and enforcement action. Additional lighting surveys shall be conducted monthly through August and results reported by the 15th of each month.
22. **Reporting:** Reports on all nesting activity shall be provided for the initial nesting season and for up to three additional nesting seasons as follows:
 - a. For the initial nesting season and the following year, the number and type of emergences (nests or false crawls) shall be reported per species in accordance with the attached table. An additional year of nesting surveys may be required if nesting success on the nourished beach is less than 40%, based on two previous year's survey data.
 - b. For the initial nesting season, reproductive success shall be reported per species in accordance with the attached table. Reproductive success shall be reported for a statistically valid number of loggerhead nests and all green and leatherback nests.
 - c. In the event that the reproductive success meets or exceeds required criteria (e.g., 60% or greater for hatch success and 80% or greater for emergence success) for all species, monitoring for reproductive success shall be recommended, but not required for the second year post-construction.
 - d. Monitoring of nesting activity in the seasons following construction shall include daily surveys and any additional measures authorized by the FWC. Reports submitted shall include daily report sheets noting all crawl activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative

sampling of nests left in place (if any), dates of construction and names of all personnel involved in nest surveys and relocation activities.

- e. Data should be reported separately for the nourished areas and for an equal length of adjacent beach that is not nourished in accordance with the attached Table. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted by January 15 of the following year for marine turtles:

METRIC	DURATION	VARIABLE	CRITERION
NESTING SUCCESS	YEAR OF CONSTRUCTION, ONE YEAR TO TWO OR THREE YEARS POSTCONSTRUCTION IF PLACED SAND REMAINS ON THE BEACH AND VARIABLE DOES NOT MEET CRITERION BASED ON THE PREVIOUS YEAR MONITORING	NUMBER OF NESTS AND NON-NESTING EMERGENCES BY DAY	40 TO 60% OR GREATER
HATCH SUCCESS	YEAR OF CONSTRUCTION AND ONE TO THREE YEARS POSTCONSTRUCTION IF PLACED SAND REMAINS ON THE BEACH AND VARIABLE DOES NOT MEET CRITERION BASED ON THE PREVIOUS YEAR MONITORING	NUMBER OF HATCHLINGS TO COMPLETELY ESCAPE EGG	AVERAGE OF 60 TO 80% OR GREATER (DATA MUST INCLUDE WASHED OUT NESTS)
EMERGENCE SUCCESS	YEAR OF CONSTRUCTION AND ONE TO THREE YEARS POSTCONSTRUCTION IF PLACED SAND REMAINS ON THE BEACH AND VARIABLE DOES NOT MEET SUCCESS CRITERION BASED ON THE PREVIOUS YEAR MONITORING	NUMBER OF HATCHLINGS TO EMERGE FROM NEST ONTO BEACH NATURALLY	AVERAGE OF 80% OR GREATER (DATA MUST INCLUDE WASHED OUT NESTS)
DISORIENTATION	YEAR OF CONSTRUCTION AND ONE TO THREE YEARS POSTCONSTRUCTION IF PLACED SAND REMAINS ON THE BEACH	NUMBER OF NESTS AND INDIVIDUALS THAT MIS OR DISORIENT	
LIGHTING SURVEYS	YEAR OF CONSTRUCTION, MONTHLY DURING NESTING SEASON	NUMBER OF LIGHTS VISIBLE FROM ELEVATED BERM	100% REDUCTION IN LIGHT SOURCES DIRECTLY VISIBLE FROM NOURISHED BERM WITHIN ONE TO TWO MONTH PERIOD
COMPACTION	NOT REQUIRED IF THE BEACH IS TILLED PRIOR TO NESTING SEASON EACH YEAR PLACED SAND REMAINS ON THE BEACH	SHEAR RESISTANCE	LESS THAN 500 PSI
ESCARPMENT SURVEYS	WEEKLY DURING NESTING SEASON FOR UP TO THREE YEARS EACH YEAR PLACED SAND REMAINS ON THE BEACH (CAN BE DONE AS PART OF MARINE TURTLE PERMIT HOLDER NESTING SURVEYS)	NUMBER OF SCARPS 18 INCHES OR GREATER EXTENDING FOR MORE THAN 100 FEET THAT PERSIST FOR MORE THAN TWO WEEKS	SUCCESSFUL REMEDIATION OF ALL PERSISTENT SCARPS WITHIN THREE WEEKS OF DOCUMENTATION

23. In the event a sea turtle nest is excavated during construction activities, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.

24. Upon locating a dead or injured sea turtle adult, hatchling, or egg that may have been harmed or destroyed as a direct or indirect result of the project, the Corps, applicant, and/or local sponsor shall be responsible for notifying FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured sea turtles or eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials in the best possible state for later analysis.
25. In the event a hopper dredge is utilized, the following requirements shall be met in addition to the Terms and Conditions of the NMFS Regional Biological Opinion for Hopper Dredging:
 - a. Handling of sea turtles captured during hopper dredging projects shall be conducted only by persons with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid permit issued by the FWC, pursuant to Florida Administrative Code 68E-1.
 - b. *Dredging Pumps*: Standard operating procedure shall be that dredging pumps shall be disengaged by the operator when the dragheads are not firmly on the bottom, to prevent impingement or entrainment of sea turtles within the water column. This precaution is especially important during the cleanup phase of dredging operations.
 - c. *Sea Turtle Deflecting Draghead*: A state-of-the-art rigid deflector draghead must be used on all hopper dredges in all channels at all times of the year.
 - d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator, Dr. Allen Foley, shall be notified at (904) 573-3930 of the start-up and completion of hopper dredging operations.
 - e. Relocation trawling or non-capture trawling shall be implemented in accordance with the applicable NMFS Biological Opinion and Incidental Take authorization. Any activity involving use of nets in Florida waters shall require a gear exemption authorization and Marine Turtle Permit from FWC.
26. The Permittee shall e-mail (MTP@MyFWC.com) weekly reports to the Imperiled Species Management (ISM) section on Friday of each week that trawling is conducted in Florida waters. These weekly reports shall include: the species and number of turtles captured in Florida waters, general health, and release information. A summary (FWC provided Excel spreadsheet) of all trawling activity, including non-capture trawling, and all turtles captured in Florida waters, including all measurements, the latitude and longitude (in decimal degrees) of captures and tow start-stop points, and times for the start-stop points of the tows, including those tows on which no turtles are captured shall be submitted to the ISM by January 15 of the following year.

Manatee Protection Conditions

27. The permittee shall comply with the following conditions intended to protect manatees from direct project effects:
- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
 - e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the FWS in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
 - f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

MONITORING REQUIRED:

28. Water Quality - Turbidity shall be monitored follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: 2 times daily at least 4 hours apart during all dredging and sand placement, operations.

Location: Background: At mid-depth clearly outside the influence of any artificially generated turbidity plume.

Dredge Site: approximately 300 meters in the opposite direction of the prevailing current flow.

Beach Site: approximately 300 meters upcurrent of the limits of this nourishment project, and the same distance offshore as the associated compliance sample.

Compliance: At mid-depth, within the densest portion of any visible turbidity plume generated by this project.

Dredge Site: Samples shall be collected 150 meters downcurrent from the dredge head, in the densest portion of any visible turbidity plume.

Beach Site: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures 300 meters offshore and 1000 meters downcurrent from the point where the return water from the dredged discharge reenters the Atlantic Ocean. **Note, if the plume runs parallel to the shore, it may cross the edge of the mixing zone polygon at a distance less than 150 meters offshore.**

Intermediate Monitoring: Mid-depth, at points where the densest portion of the turbidity plume crosses 3 polygons with the following dimensions:

- (1) 250 meters downcurrent from the discharge location and 150 meters offshore,
- (2) 500 meters downcurrent from the discharge location and 150 meters offshore, and
- (3) 750 meters downcurrent from the discharge location and 150 meters offshore.

These intermediate measurements will be used to calibrate the size of the mixing zone for future events, but will NOT be used to determine if this project is in compliance with the water quality standard for turbidity.

29. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 29 NTUs above the corresponding background turbidity levels, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the Department's Bureau of Beaches and Coastal Systems (BBCS) in Tallahassee via email at JCPCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", "Delray Beach Nourishment" and "Permit No. 0303553-001-JC". Also notify the Department's Southeast District office.
30. Turbidity Reports. All turbidity monitoring data shall be submitted within one week of analysis, along with documents containing the following information:
- a. time of day samples were taken;
 - b. dates of sampling and analysis;
 - c. depth of water body;
 - d. depth of each sample;
 - e. antecedent weather conditions, including wind direction and velocity;
 - f. tidal stage and direction of flow;
 - g. water temperature;
 - h. a map indicating the sampling locations, dredging and discharge locations, and direction of flow;
 - i. a statement describing the methods used in collection, handling, storage and analysis of the samples;
 - j. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter and accuracy of the data;
 - k. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the BBCS in Tallahassee (attn: JCP Compliance Officer) and to the Department's Southeast District office. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department, on the cover page to the submittal and at the top of each page, please state: "This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0303553-001-JC, for the Delray Beach Nourishment Project."

31. **Physical Monitoring:** Prior to issuance of the Notice to Proceed, the permittee shall submit a detailed Monitoring Plan subject to review and approval by the Department. The Monitoring Plan shall indicate the project's predicted design life.

The approved Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the Department. If, subsequent to approval of the Monitoring Plan, there is a request for modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

As guidance for obtaining Department approval, the plan shall generally contain the following items:

- a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project. Thereafter, monitoring surveys shall be conducted annually for a period of three (3) years, then biennially until the next beach nourishment event or the expiration of the project design life, whichever occurs first. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may request a postponement of the first monitoring survey until the following late spring/summer. The request should be submitted as part of the cover letter for the post-construction report.

The monitoring area shall include profile surveys at each of the DEP reference monuments within the bounds of the beach fill area, and along at least 5,000 feet of the adjacent shoreline on both sides of the beach fill area. For those project areas that contain erosion control structures, such as groins or breakwaters, additional profile lines shall be surveyed at a sufficient number of intermediate locations to accurately identify patterns of erosion and accretion within this subarea. All work activities and deliverables shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS) *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100*.

- b. Bathymetric surveys of the borrow area(s) shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project concurrently with the beach and offshore surveys required above. Thereafter, monitoring surveys of the borrow areas shall be dependent on their location. Borrow sites located in tidal inlet shoals or in nearshore waters above the depth of closure for littoral transport processes shall be at two (2) year intervals concurrently with the beach and offshore surveys required above. These biennially

monitoring surveys are not required for borrow sites located below the depth of closure for littoral transport processes.

Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. For borrow sites located in tidal inlet shoals, bathymetric surveys of the entire shoal complex, including any attachment bars, shall be conducted unless otherwise specified by the Department based upon the size of the shoal and the potential effects of the dredging on inlet processes. In all other aspects, work activities and deliverables shall be consistent with the BBCS *Monitoring Standards for Beach Erosion Control Projects, Section 01200*.

- c. The Permittee shall submit an engineering report and the monitoring data to the BBCS within 90 days following completion of the post-construction survey and each annual or biennial monitoring survey.

The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse impacts attributable to the project.

Appendices shall include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction.

- d. Two paper copies and one electronic copy of the monitoring report, and one electronic copy of the survey data shall be submitted to the Bureau of Beaches and Coastal Systems in Tallahassee. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Bureau, please include a transmittal cover letter clearly labeled with the following at the top of each page: **"This monitoring information is submitted in accordance with Item No. [XX] of the approved Monitoring Plan for Permit No. 0303553-001-JC for the monitoring period [XX]."**

Executed in Tallahassee, Florida.

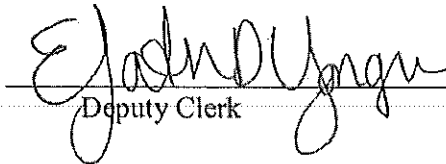
STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Gene Chalecki, P.E., Acting Chief
Bureau of Beaches and Coastal Systems

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated
Department Clerk, receipt of which is hereby acknowledged.

 1/27/12
Deputy Clerk Date

Prepared by Lainie Edwards, Ph.D.

Attachments: Approved Permit Drawings (21 pages)
QA QC Plan (dated October 27, 2010)