PERFORMANCE WORK STATEMENT (PWS)

POST CONSTRUCTION THREATENED & ENDANGERED SEA TURTLE NESTING SURVEYS AND ENVIRONMENTAL MONITORING FOR ST. JOHNS COUNTY PROJECTS

ST. JOHNS COUNTY, FLORIDA

1. GENERAL INFORMATION

1.1 Description of Services:

This is a non-personal services contract to conduct post construction surveys and environmental monitoring for nesting Threatened and Endangered (T&E) sea turtle species within the project footprint of the St. Johns County (SJC) Coastal Storm Risk Management (CSRM) (South Ponte Vedra Beach and Vilano Beach Reaches) and St. Johns County (SJC) Shore Protection Project (SPP) (St. Augustine Beach) (Figure 1). The contractor will provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items to perform all services as defined in this Performance Work Statement (PWS) except for those items specified as government furnished.

1.2 Background:

Recent storm damages and ongoing erosion have contributed to shoreline storm barrier loss and destabilization. Over the past two years the SJC beaches have been severely impacted by coastal storms (most notably Nor'easter events, and hurricane Ian and Nicole). As a result of this extensive erosion on the Federal beach project area, Flood Control & Coastal Emergencies (FCCE) funding was provided for the authorized projects which were constructed over the past two years (SJC CSRM in 2023 and SJC SPP in 2024). The SJC CSRM consists of 2.6 miles of shoreline from FDEP reference monument R-103.5 to R-116.5 in Vilano Beach, St. Johns County, Florida. The SJC SPP project area starts about 2.7 miles south of St. Augustine inlet in Anastasia State Park and extends south for 2.5 miles (13,200 feet) along the shoreline of the City of St. Augustine Beach from approximately FDEP reference monument R-137 to R-152 in St. Augustine Beach, St. Johns County, Florida. The 2015 Shore Protection Activities along the Coast of Florida Federal Statewide Programmatic Biological Opinion (SPBO) from the U.S. Fish and Wildlife Service (USFWS) and the Florida Department of Environmental Protection (FDEP) Joint Coastal Permits (JCP) requires post-construction sea turtle nest monitoring, escarpment surveys, and lighting surveys. Note Anastasia State Park will perform sea turtle surveys, and monitoring on their section of the SJC SPP project limits from R-141.1 north to R-136. (Technical Exhibit C).

1.3 Objective:

In support of the St. Johns County CSRM and SPP projects, the objective of this scope of work is to survey T&E sea turtle nesting, monitor hatching and emerging success, for any sea turtle nests within the project footprint (Figure 1). Also included in the objective are escarpment and lighting surveys. Lighting surveys are only required during the first year of post construction, therefore, they will only be required for SJC SPP.

1.4 Restrictions:

- 1. <u>Personal Services</u>: The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It will be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it will be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.
- 2. <u>Inherently Governmental</u>: Avoidance of Performance Closely Associated with Inherently Governmental Functions. Task orders issued under this IDIQ Contract will receive special consideration to avoid inclusion of services which are considered closely associated with inherently governmental functions. Under no circumstances

will this IDIQ Contract be utilized in a manner which would require the Contractor to manage another contractor, nor in manner such as where the Contractor might influence official evaluations of other contractors; neither directly nor indirectly.

3. <u>Brooks-Act Prohibition</u>: Under this contract, the Contractor is prohibited from performing architect-engineer type services which require a registration by state law. The Contractor is prohibited from performing architect-engineer type services, associated with the design or construction of real property (land and structures). The Contractor is prohibited from performing ancillary architect-engineer type services, which require supervision by a registered professional. The Contractor is prohibited from performing survey or mapping services associated with architect-engineer type planning, development construction, design, or alteration of real property.

1.5 Scope:

This PWS details the Contractor's assignment to survey sea turtle nests in addition to escarpment and lighting surveys within the project footprints of the SJC CSRM project. Services include Six Tasks:

- 1) SJC CSRM Post-Construction Sea Turtle Nest Surveys
- 2) SJC CSRM Escarpment Surveys
- 3) SJC SPP Post-Construction Sea Turtle Nest Surveys
- 4) SJC SPP Escarpment Surveys
- 5) SJC SPP Lighting Surveys (SJC SPP)
- 6) SJC SPP and SJC CSRM Monthly Reports, Draft Final Report, and Final Report

These Tasks are described in more detail in Section 10 of this PWS.

1.6 Period of Performance:

April 1, 2025, through December 31, 2025

1.7 Place of Performance:

The work to be performed under this contract will be performed within the project footprint of SJC CSRM project (South Ponte Vedra Beach and Vilano Beach Reaches) and SJC SPP (St. Augustine Beach) located in St. Johns County, Florida.

1.8 Recognized Holidays:

The Contractor is required to perform daily surveys regardless of any Federal holidays.

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

2. CONTRACTOR ADMINISTRATION AND MANAGEMENT

2.1 <u>Business Relations</u>:

The contractor will successfully integrate and coordinate all activity needed to execute the requirement. The contractor will manage the timeliness, completeness, and quality of problem identification. The contractor will provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor will seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.2 Contractor Personnel, Disciplines, and Specialties:

Reserved.

2.3 Key Personnel:

Sea turtle nesting surveys will 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 FWC, pursuant to FAC 68E-1. The contractor must be the designated Marine Turtle Permit Holder in the project area or subcontract the designated. Marine Turtle Permit Holder in the project area.

The following personnel are considered key personnel by the government: contract manager and alternate contract manager. The contractor will provide a contract manager who will be responsible for the performance of the work. The name of this person and an alternate who will act for the contractor when the manager is absent will be designated in writing to the contracting officer. The contract manager or alternate will have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate will be available daily.

2.4 <u>Identification of Contractor Employees</u>:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

2.5 Subcontract Management:

The contractor will be responsible for any subcontract management necessary to integrate work performed on this requirement and will be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer (KO) or Contracting Officer Representative (COR).

2.6 Contractor Travel:

The Contractor will be required to travel within the project area during the performance of this contract to conduct field work.

3. SECURITY

3.1 Security Requirements:

Reserved.

3.2 Antiterrorism/Operation Security (AT/OPSEC) Requirements:

Reserved.

3.3 Physical Security:

Reserved.

3.4 Key Control:

Reserved.

4. QUALITY

4.1 Quality Control:

The contractor will provide their standard quality control plan to ensure services are performed in accordance with this PWS. The contractor will implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control plan is the means by which he assures himself that his work complies with the requirement of the contract. Within 30 days after contract award, the contractor's standard quality control plan will be submitted to the PM, KO, and COR. After acceptance of the quality control plan the contractor will receive the contracting officer's acceptance in writing of any proposed change to his QC system.

4.2 Quality Assurance:

The government will evaluate the contractor's performance under this contract in accordance with the Performance Requirement Summary (PRS). Additionally, the Government will use a Quality Assurance Surveillance Plan (QASP), in the inspection of the services. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

4.3 Quality Assurance Surveillance Plan (QASP):

The Government will monitor the Contractors performance under this Task/Delivery Order in accordance with the Governments QASP.

4.4 Performance Requirements Summary:

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

5. GOVERNMENT CONTRACT ADMINISTRATION

5.1 Post Award Conference/Periodic Progress Meetings:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action will be taken to resolve outstanding issues. These meetings will be at no additional cost to the government.

5.2 Contracting Officer Representative (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the

responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

5.3 Contractor Performance Assessment Reporting System (CPARS):

This contract requires reporting in the Contractor Performance Assessment Reporting System (CPARS). Any task order awarded under this contract that is valued at greater than \$1,000,000.00 will also be subject to reporting in CPARS. The contractor is responsible for providing and maintaining a representative in CPARS who has the authority to review and accept performance reports on behalf of the contractor.

6. OTHER REQUIREMENTS AND INFORMATION

6.1 Hours of Operation:

The Contractor is responsible for conducting business from sunrise until the daily early morning nesting surveys are completed Sunday through Saturday. Other monitoring activities will occur beyond the morning nest surveys, during late morning through evening, as well as some nighttime surveys (lighting surveys). The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor will keep in mind that the stability and continuity of the workforce are essential.

6.2 Other Direct Costs:

Reserved.

6.3 Data Rights:

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract will be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government will be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

6.4 Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor will notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and will promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

6.5 Phase In/Phase Out:

Reserved.

7. <u>DEFINITIONS AND ACRONYMS</u>

7.1 <u>Definitions</u>:

CONTRACTOR. A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

CONTRACTING OFFICER. A person with authority to enter, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment will be in writing and will state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE. All goods, out-puts, end products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of the contractor) in connection with this contract. Most deliverables take the form of a tangible product (hardware, software, data, written report, completed installation, etc.), but some can also be less tangible (meeting facilitator or custodial services).

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE Surveillance plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service will meet contract requirements.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

WORKDAY. The number of hours per day the Contractor provides services in accordance with the contract.

WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

7.2 Acronyms:

ACOR Alternate Contracting Officer's Representative
AFARS Army Federal Acquisition Regulation Supplement

AR Army Regulation

CCE Contracting Center of Excellence CFR Code of Federal Regulations

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative

COTR Contracting Officer's Technical Representative

COTS Commercial Off the Shelf

CSRM Coastal Storm Risk Management DA Department of the Army DD250 Department of Defense Form 250 (Receiving Report) DD254 Department of Defense Contract Security Requirement List Defense Federal Acquisition Regulation Supplement **DFARS** Defense Manpower Data Center **DMDC** Department of Defense DOD Federal Acquisition Regulation FAR **FDEP** Florida Department of Environmental Protection Health Insurance Portability and Accountability Act of 1996 HIPAA JCP Joint Coastal Permit KO Contracting Officer Organizational Conflict of Interest OCI **OCONUS** Outside Continental United States (includes Alaska and Hawaii) ODC Other Direct Costs PIPO Phase In/Phase Out POC Point of Contact PRS Performance Requirements Summary **PWS** Performance Work Statement QA Quality Assurance QAP Quality Assurance Program Quality Assurance Surveillance Plan **QASP** Quality Control QC Quality Control Program QCP St. Johns County SJC Statewide Programmatic Biological Opinion **SPBO Shore Protection Project** SPP **USFWS** U.S. Fish and Wildlife Service 8. GOVERNMENT FURNISHED PROPERY, EQUIPMENT, SERVICES AND MATERIALS 8.1 Property: Reserved. 8.2 Equipment: Reserved. 8.3 Services: Reserved. 8.4 Materials:

9. CONTRACTOR FURNISHED ITEMS AND SERVICES

9.1 Contractor Furnished Items: N/A.

9.2 Submittals:

Reserved.

The Contractor will provide to the Government the submittals detailed in Appendix B.

9.3 Contract Requirements: N/A.

10. PERFORMANCE REQUIREMENTS

10.1 Basic Services:

The Contractor will provide services for surveying post-construction sea turtle nesting and environmental monitoring within the project footprint of the SJC CSRM and SPP projects.

10.2 Task Heading and Standards:

Task 1. ST. JOHNS COUNTY (SJC) COASTAL STORM RISK MANAGEMENT (CSRM) (SOUTH PONTE VEDRA BEACH AND VILANO BEACH REACHES) YEAR 2 POST-CONSTRUCTION SEA TURTLE NEST SURVEYS.

At SJC CSRM, the Contractor will perform, **daily**, early-morning surveys, between sunrise and 9 a.m., for sea turtle nesting activity from May 1, 2025, through October 31, 2025. The survey activities for this work will occur between reference monument R-103.5 to R-116.5. The contractor will monitor the beach for escarpments, erosion, other beach conditions, hatchling disorientation, and other pertinent factors that threaten nesting success and reproductive success. Post construction year-two surveys will record the number of nests, nesting success, reproductive success, disorientations, and lost nests due to erosion and/or inundation (see Table 1 under Task 6. SJC SPP Year 1 and SJC CSRM Year 2 Summary Reporting). Surveys will be performed in compliance with the FDEP JCPs (Attachment 1-3), the 2015 SPBO (Attachment 4), and the FWC Marine Turtle Permit Holder guidelines. Daily nesting surveys shall continue through October 31, or until two weeks after the last crawl in the project area, whichever is earlier.

Task 2. ST. JOHNS COUNTY (SJC) COASTAL STORM RISK MANAGEMENT (CSRM) (SOUTH PONTE VEDRA BEACH AND VILANO BEACH REACHES)-YEAR 2 ESCARPMENT MONITORING.

At SJC CSRM, visual surveys for escarpments (scarps) at the seaward edge of the dune and the berm will be made within 30 days prior to April 15, 2025 and weekly throughout sea turtle nesting season (May 1, 2025 to October 31, 2025). This work will occur between reference monument R-102.0 to R-119.0. The number of scarps will be recorded during each weekly survey and reported monthly. Notations on the height of these scarps will be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all scarps and the general duration of the scarps existence. The Contractor will alert the COR immediately if scarps are discovered that exceed 18 inches in height for a distance of 100 feet along the beach berm during nesting season.

Task 3. ST. JOHNS COUNTY (SJC) SHORE PROTECTION PROJECT (SPP) (ST. AUGUSTINE BEACH) - YEAR 1 POST-CONSTRUCTION SEA TURTLE NEST SURVEYS.

At SJC SPP (St. Augustine Beach), the Contractor will perform, **daily**, early-morning sea turtle surveys, between sunrise and 9 a.m., for marine sea turtle nesting activity will take place from May 1, 2025, through October 31, 2025. The survey activities for this work will occur between reference monument R-141.1.0 to R-152.0. Contractor will monitor the beach for escarpments, erosion, other beach conditions, hatchling disorientation, and other pertinent factors that threaten nesting success and reproductive success. Post construction year-one surveys will record the number of nests, nesting success, reproductive success, disorientations, and lost nests due to erosion and/or inundation (see Table 1 under Task 6. SJC SPP Year 1 and SJC CSRM Year 2 Summary Reporting). Surveys will be performed in compliance with the FDEP JCPs (Attachment 1-3), the 2015 SPBO (Attachment 4), and the FWC Marine Turtle Permit Holder guidelines. Daily nesting surveys shall continue through October 31, or until two weeks after the last crawl in the project area, whichever is earlier.

Task 4. ST. JOHNS COUNTY (SJC) SHORE PROTECTION PROJECT (SPP) (ST. AUGUSTINE BEACH) - YEAR 1 ESCARPMENT MONITORING.

At SJC SPP, visual surveys for escarpments (scarps) at the seaward edge of the dune and the berm will be made within 30 days prior to April 15, 2025, and weekly throughout sea turtle nesting season (May 1, 2025, to October 31,

2025). This work will occur between reference monument R-141.1 to R-152.0. The number of scarps will be recorded during each weekly survey and reported monthly. Notations on the height of these scarps will be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all scarps and the general duration of the scarps existence. The Contractor will alert the COR immediately if scarps are discovered that exceed 18 inches in height for a distance of 100 feet along the beach berm during nesting season.

Task 5. ST. JOHNS COUNTY (SJC) SHORE PROTECTION PROJECT (SPP) (ST. AUGUSTINE BEACH) - YEAR 1 ARTIFICIAL LIGHTING SURVEY.

At SJC SPP, the Contractor will conduct two surveys of all lighting visible from the beach placement area using standard techniques for such a survey (see Attachment 4, 2015 SPBO (Appendix C). This work will occur between reference monument R-141.1 to R-152. The first survey will be conducted between May 1, 2025, and May 15, 2025. The second survey will be conducted between and July 15, 2025, and August 1, 2025. The surveys will be conducted from the top of the foreshore slope (i.e., the seaward edge of the filled berm before it slopes into the water), facing landward. The survey will follow standard techniques for such a survey and include number and type of visible lights, location of lights and photo documentation. Contractor will include a filled-out USFWS Sea Turtle Lighting Survey from (Attachment 4, 2015 SPBO (Appendix D)) and send electronically to the COR by August 20, 2025.

Task 6. SUMMARY REPORTING FOR ST. JOHNS COUNTY (SJC) SHORE PROTECTION PROJECT (SPP) (ST. AUGUSTINE BEACH) YEAR 1 AND ST. JOHNS COUNTY (SJC) COASTAL STORM RISK MANAGEMENT (CSRM) (SOUTH PONTE VEDRA BEACH AND VILANO BEACH REACHES) - YEAR 2 POST CONSTRUCTION MONITORING

A monthly report including applicable data listed in Table 1 will be submitted to the Government for review on the 10th of each month.

The monthly reports will be summarized into a draft report. The draft report is to be submitted to the Government for review within 20 calendar days of the end of the survey/nest monitoring period. The draft report will be submitted no later than November 20, 2025. The data will be reported and analyzed in FDEP Range monument reach lengths along the beach (i.e., 102-103, 103-104, 104-105, etc.). Within 14 days of receiving the draft report, the Government will submit comments to the Contractor. The report will be finalized into a final report that will address the Government's review comments, if any, and be submitted to the Government within 14 days of comments being sent to the Contractor (no later than December 15, 2025). Monthly reports, the draft report, and the final report are to be completed for the construction year.

Table 1. Sea turtle monitoring following sand placement activity (see Attachment 4, 2015 SPBO, Table 21).

Survey Data	Variable
Nesting Success	Number of nests and non-nesting events
Hatching success	Number of hatchlings by species to hatch from egg
Emergence Success	Number of hatchlings by species to emerge from nest onto beach
Disorientations	Number of nests and individuals that misorient or disorient
Nests affected by erosion or inundation	Number of nests lost and/or affected, by species

Lighting Surveys (for SJC SPP only)	Number, location and photographs of lights visible from nourished berm, corrective actions and notifications made
Escarpment Surveys	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks

All data (photo and video files, scanned data sheets, and Excel spreadsheets with raw data, etc.) will be presented in text, tabular, and graphic forms, whichever is most appropriate, effective, and advantageous to concisely communicate relevant information. All figures and tables will have a number, title, appropriate explanatory notes, and a source note. In addition, all figures will include appropriate reference points to help identify the location.

The Contractor will provide to the Government one (1) electronic copy of both the draft and final reports. All documents provided from the Contractor will be in MS Word, MS Excel, and Adobe Acrobat format. All final Adobe Acrobat documents will be Section 508 Compliant. All graphics will be saved as .jpeg or comparable files. All GIS files will be in ArcView (shapefile) or comparable format.

11. REGULATIONS AND PUBLICATIONS

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

<u>Technical Publications</u>: All work performed under this contract will be in accordance with the following publications, and contractor's personnel will be familiar with and comply with same. Publications may be found at http://140.194.76.129/publications/.

• Corps of Engineers Manual EM 385-1-1 - Safety and Health Requirements Manual.

12. CONTRACTOR MANPOWER AND REPORTING

Reserved.

13. EXHIBITS AND ATTACHMENTS

- 13.1 Exhibit A Performance Requirements Summary
- 13.2 Exhibit B Deliverables
- 13.3 Exhibit C Diagrams, Pictures, and Special Requirement Specifications

Attachment 1 – Florida Department of Environmental Protection (FDEP) Joint Coastal Permit (JCP) 0295429-002-JC (St. Augustine)

Attachment 2 – FDEP JCP Modification No. 0295429-004-JN (St. Augustine)

Attachment 3 – FDEP JCP 0377120-001-JC (Vilano)

Attachment 4 - U.S. Fish and Wildlife Service (USFWS) 2015 Statewide Biological Programmatic Opinion (SPBO)

EXHIBIT A

Performance Requirements Summary

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1 and #3 The Contractor will monitor for sea turtle nests and nesting parameters outlined in Table 1.	Biological Opinion: (The Contractor will notify the COR when problems occur.) FDEP Permit (The Contractor will notify the COR when problems occur.)	Zero deviation from standard.	Periodic Surveillance.
PRS # 2 and #4 The Contractor will monitor for escarpments.	Biological Opinion: (The Contractor will notify the COR when problems occur.) FDEP Permit (The Contractor will notify the COR when problems occur.)	Zero deviation from standard.	Periodic Surveillance.
PRS # 5 The Contractor will conduct two artificial lighting surveys (This only applies to SJC SPP).	Biological Opinion: (The Contractor will notify the COR when problems occur.) FDEP Permit (The Contractor will notify the COR when problems occur.)	Zero deviation from standard.	Periodic Surveillance.
PRS #4 The Contractor will conduct two artificial lighting surveys (This only applies to SJC SPP).	Biological Opinion: (The Contractor will notify the COR when problems occur.) FDEP Permit (The Contractor will notify the COR when problems occur.)	Zero deviation from standard.	Periodic Surveillance.
PRS #5 Sea Turtles: Monthly, Draft, and Final reports will be submitted.	Meet the delivery schedule on time	Will meet the schedule 95% of the time.	Periodic Surveillance.

EXHIBIT B

Deliverable Schedule

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/ Format	Submit To
MONTHLY REPORTING FOR SJC CSRM AND SJC SPP (refer to Task 6): The report will combine SJC SPP and SJC CSRM and will summarize the monitoring results of the daily surveys, nesting, and reproductive success, and escarpments.	A monthly report will be submitted to the Government for review on the 10 th of each month during the survey periods. Within 7 days of receiving the monthly report, the COR will submit comments to the Contractor.	One (1) digital copy of the report will be sent to the COR.	Reports will be submitted in Microsoft WORD or PDF.	J. Aaron Lassiter COR, and Shane Smith James.A.Lassiter @usace.army.mil Technical POC Dominique.N.Ed elenbos@usace.a rmy.mil
SJC SPP ARTIFICAL LIGHTING REPORT (refer to Task 5)	Two lighting surveys are to be conducted with the first conducted between May 1 and May 15, 2025. Report is to be submitted by June 4, 2024. Second lighting survey to be conducted between July 15 and August 1, 2025, with the report to be submitted by August 20, 2025.	One (1) electronic copy of the report to be sent to the COR.	Reports will be submitted using the USFWS Sea Turtle Lighting Survey Form located in Appendix D of Exhibit D of the 2015 Statewide Programmatic Biological Opinion.	J. Aaron Lassiter COR, and Shane Smith James.A.Lassiter @usace.army.mil Technical POC Dominique.N.Ed elenbos@usace.a rmy.mil

<u>Deliverable</u>	<u>Frequency</u>	# of Copies	Medium/ Format	Submit To
DRAFT REPORT FOR SJC CSRM AND SJC SPP (refer to Task 6): The monthly reports will be summarized into a draft report within 30 calendar days of the end of the survey period. Comments from the government will be incorporated into the final report.	A draft report will be submitted to the Government for review within 20 calendar days of the end of the survey/nest monitoring period (NLT November 20, 2025). Within 14 days of receiving the draft report, the Government will submit comments to the Contractor. These comments are to be incorporated into the final report (NLT December 15, 2025).	One (1) digital copy of the report will be sent to the COR.	Reports will be submitted in Microsoft WORD or PDF.	J. Aaron Lassiter COR, and Shane Smith COR James.A.Lassiter @usace.army.mil Technical POC Dominique.N.Ed elenbos@usace.a rmy.mil
FINAL REPORT FOR SJC CSRM AND SJC SPP (refer to Task 6): The draft report will be finalized into a final report within 14 calendar days of COR review comments being sent to the Contractor.	A final report will be submitted to the Government within 14 days of Government review comments for the draft report being sent.	One (1) digital copy of the report will be sent to the COR.	Reports will be submitted in Microsoft WORD or PDF.	J. Aaron Lassiter COR, and Shane Smith COR James.A.Lassiter @usace.army.mil Technical POC Dominique.N.Ed elenbos@usace.a rmy.mil

$\underline{\textbf{EXHIBIT C}}$ Diagrams, Pictures and Special Requirement Specifications

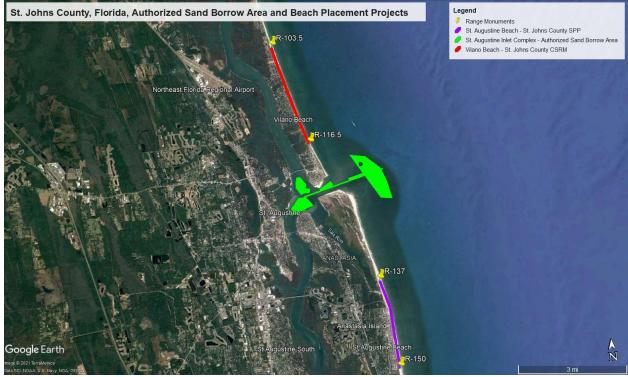


EXHIBIT C. St. Johns County Coastal Storm Risk Management & Shore Protection Projects' footprint.