

RESOLUTION NO. 2023 - 214

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND ISSUE CHANGE ORDER NO: 01 TO MASTER CONTRACT NO: 23-PSA-OLS-18021 TO OLSEN ASSOICATES, INC., TO COMPLETE PHASE II COASTAL ENGENIRING SERVICES UNDER RFQ NO. 23-42; ENGINEERING SERVICES FOR FEMA CAT B EMERGENCY BERMS.

RECITALS

WHEREAS, recent hurricanes have severely eroded the coastline of St. Johns County. To alleviate beach damage and protect upland infrastructure, St. Johns County is repairing the dune system along approximately 25.4 miles of the County's Atlantic Ocean shoreline; and

WHEREAS, on April 25, 2023, the County entered into a Professional Services Agreement with Olsen Associates, Inc, under RFQ No: 23-42; Engineering Services for FEMA Cat B Emergency Berms, to provide Phase I pre-construction services, which includes initial project coordination, permitting tasks, and plan for environmental requirements, with a cost of \$473,504.00; and

WHEREAS, the FEMA Cat B Emergency Berm project has progressed to the point that construction plans, specifications, project manuals and construction contract administration is needed, the County seeks to add these services under Phase II of the project, at the cost of \$567,966.61; and

WHEREAS, County Purchasing Policy requires approval from the St. Johns County Board of County Commissioners on all change orders that increase the value of a contract beyond \$500,000.00; and

WHEREAS, the change order will be funded through SJC Disaster Recovery Division, with partial reimbursement from FEMA and cost sharing with the State of Florida.; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed change order to the master contract (attached hereto, and incorporated herein) and finds that executing the change order to complete the work serves a public purpose; and,

WHEREAS, the change order will be in substantial conformance with the attached draft change order.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

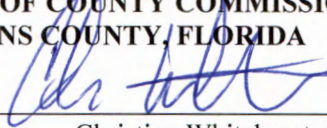
Section 2. The County Administrator, or designee, is hereby authorized to execute and issue Change Order No: 01 to Master Contract No: 23-PSA-OLS-18021 to Olsen Associates, Inc, in substantially the same form and format as attached, for completion of the work as specified, in accordance with the Contract.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

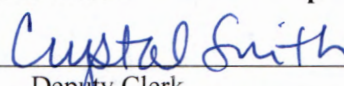
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 20th day of June, 2023.

Rendition Date JUN 20 2023

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
Christian Whitehurst, Chair

**ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller**

By: 
Deputy Clerk





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT CHANGE ORDER NO: 01

RFQ No: 23-42; Engineering Services for FEMA Cat B Emergency Berms

Master Contract No: 23-PSA-OLS-18021

Consultant: Olsen Associates, Inc.
2618 Herschel Street
Jacksonville, FL 32204

Date: June 7, 2023

Project: Phase II Coastal Engineering Services

SCOPE OF WORK:

Change Order #01 is hereby issued to increase the not-to-exceed amount of Master Contract No: 23-PSA-OLS-18021 by five hundred sixty-seven thousand nine hundred sixty-six dollars and sixty-one cents (\$567,966.61) to provide plans, specifications, project manuals, project communications, permitting coordination, public engagement, and post construction environmental monitoring, as well as construction contract administration, engineering review, construction observation, and permit compliance for the Butler Beach Segment; as provided by Olsen Associates, Inc., in the submitted proposal dated June 2, 2023 attached hereto.

PAYMENT TERMS:

Table with 2 columns: Description and Amount. Rows include Original Not-to-Exceed Amount (\$473,504.00), Net Change by previously authorized Change Orders (\$0.00), Not-to-Exceed Amount prior to this Change Order (\$473,504.00), Not-to-Exceed Amount is hereby increased in the amount of (\$567,966.61), and Revised Not-to-Exceed Amount including this Change Order (\$1,041,470.61).

SCHEDULE:

The Contract Time shall remain unchanged, as provided below:

Original NTP: 04/25/2023 + 250 consecutive calendar days = 12/31/2023 Final Completion

Acceptance of this Change Order shall constitute a modification to 23-PSA-OLS-18021 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the Changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Consultant.

Olsen Associates, Inc.

St. Johns County, Florida

Representative Signature:

Representative Signature:

Printed Name & Title:

Printed Name Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB & Title: Assistant Director, Purchasing & Contracts

Date:

Date:

All terms and conditions of the above-referenced Master Contract dated April 25, 2023 remain in full force and effect. All invoices must reference Change Order #01. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.

MEMORANDUM



Date: 02 June 2023

To: Greg Lulkoski
Procurement Coordinator, St. Johns County BOCC Purchasing Division

Cc: Damon Douglas, MPA
Coastal Manager, St. Johns County Disaster Recovery

From: Albert E. Browder, Ph.D., P.E., D.CE
Christopher G. Creed, P.E., D.CE

Re: RFQ 23-42
Engineering Services for FEMA Cat B Emergency Berms: St. Johns County, FL

Change Order #01 (rev. 1)

Phase II Coastal Engineering Services for Construction-Period Activities, Permit Compliance, Post-Construction Documentation, and Environmental Monitoring
BUTLER BEACH Berm Segment

Attached please find our Proposal for Change Order #01 for RFQ #23-42 – Phase II: BUTLER BEACH Berm Segment for the above-referenced project.

Please do not hesitate to contact us with any questions. Thank you.

Enc. - PROPOSAL #23-42 CO #01 - Phase II BUTLER BEACH
(inc. tentative schedule and Attachment #1 – Terms of Compensation)

SCOPE-OF-WORK: PHASE II COASTAL ENGINEERING SERVICES

FOR

FEMA CAT B EMERGENCY BERMS

St. Johns County, FL

Phase II Construction Period Activities, Permit Compliance,
Post-Construction Documentation, and Environmental Monitoring

BUTLER BEACH SEGMENT

31 May 2023

The St. Johns County Board of County Commissioners, through the Disaster Recovery Department, is working with the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FL DEM) to construct emergency sand berms along the Atlantic Ocean shoreline of the County. Over 27 miles of shoreline fall under the County's responsibility¹ (see **Figure 1**). These berms have been necessitated due to the severe impacts of Hurricane Ian in September 2022 and Hurricane Nicole in November 2022.

These berms shall be constructed under FEMA Category B Emergency Measures, as necessitated by Hurricane Ian (DR-4673-FL) and Hurricane Nicole (DR-4680-FL). Assessments made after the hurricanes indicate that numerous areas of the County shoreline are at risk from additional damages from a 5-year storm event. This document assumes that portions of County responsibility² along the County shoreline are eligible for FEMA/FLDEM assistance in construction of the emergency berms.

¹ Only portions of the County shoreline shall receive sand for emergency berm construction.

² Additionally, other areas of the County shoreline fall under the responsibility of the State of Florida, the National Park Service, or the U.S. Army Corps of Engineers (see **Figure 1**).

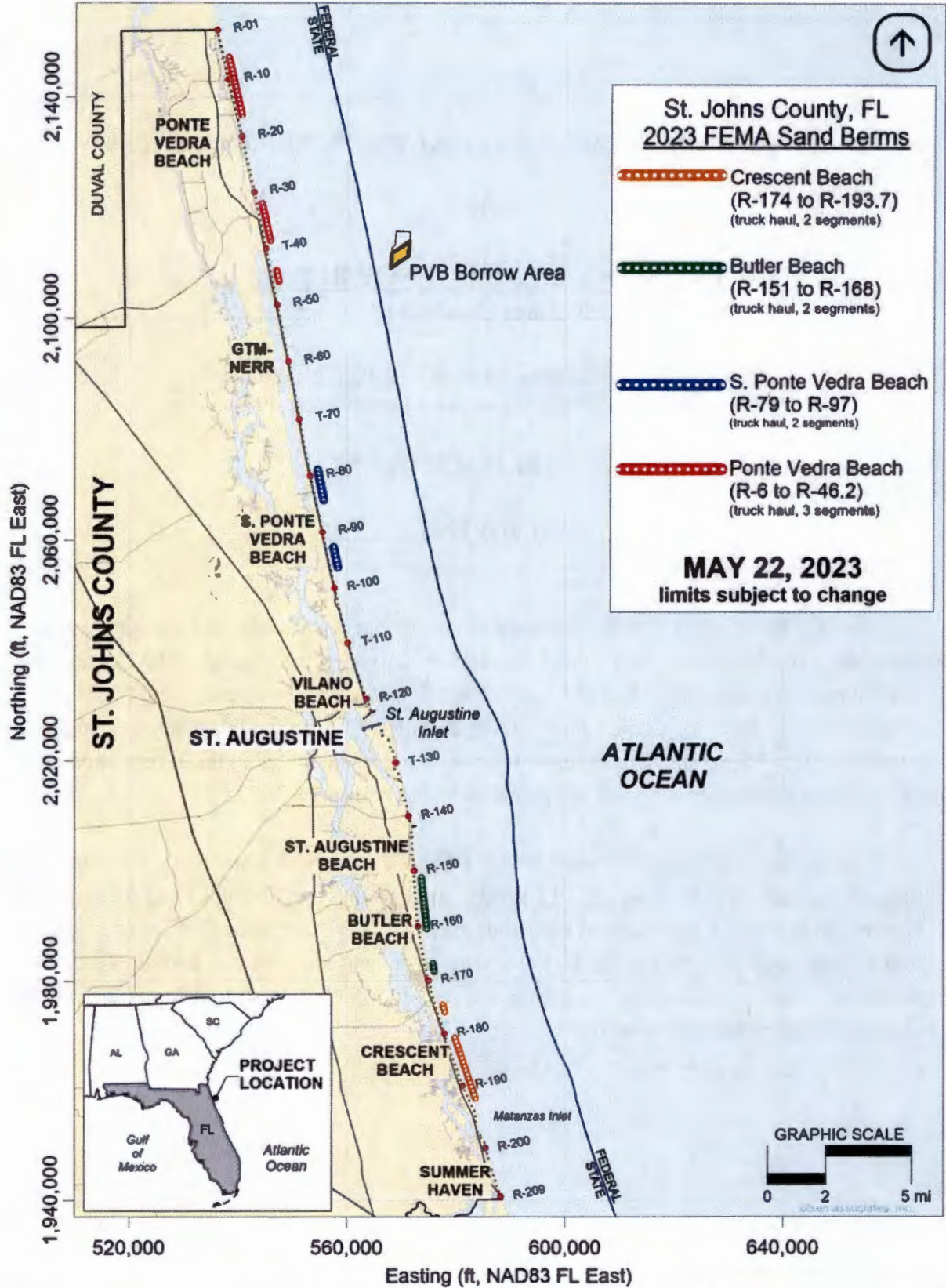


Figure 1 Location Map – St. Johns County FEMA Category B emergency berm areas (as of 30 May). Sand will not be placed uniformly across each segment.

General Work Plan

ALL COUNTY SEGMENTS – SJC proposes to construct a truck-haul sand placement project utilizing one or more designated upland sand mine sources. Currently held permits identify upland sand sources in the Keystone Heights and Interlachen area of Florida. Placement would occur along portions of Butler Beach (R-151 to R-173), Crescent Beach (R-173 to R-193.7), South Ponte Vedra Beach I & II (R-67-R-102.5), and Ponte Vedra Beach I & II (R-1 to R-46.2).

Table 1 lists the individual project segments and the expected sand placement volumes as of May 30, 2023. These values have been updated and revised since the Phase I proposal was accepted in late April. At the time of this writing, a maximum of 227,590 cubic yards of sand have been tentatively identified as eligible for placement under Category B guidelines in the segment shown below. Fill densities for a Category B berm can range up to 6 cubic yards per alongshore foot of shoreline, but may be less depending on the condition of the post-storm beach profile. As in prior emergency berm projects, sand would be delivered by on-road trucks and stockpiled at numerous access points for transfer to off-road trucks for hauling along the beach to final locations for placement and shaping. It is noted that the typical on-road dump truck carries 15 cubic yards of sand per load (almost 22 tons), hence over 15,170 dump truck loads would be required to deliver ALL the sand listed in **Table 1**. Note also that no work is proposed for Vilano Beach in this proposal.

TASK 4.0 OF THIS PHASE II PROPOSAL INCLUDES CONSTRUCTION-PHASE SERVICES THAT APPLY ONLY TO THE BUTLER BEACH SEGMENT OF THE OVERALL WORKS. CONSTRUCTION-PHASE SERVICES FOR SUBSEQUENT SEGMENTS SHALL BE ADDRESSED IN A SUBSEQUENT PHASE(S) & CHANGE ORDER(S).

Compensation

Attachment I to this Proposal provides terms and amounts for compensation for the Phase I work described herein.

Table 1 St. Johns County, FL, 2023 Post-Hurricane Nicole Category B Emergency Berm Project

Project Segments and Marine Turtle Nest Relocation Schedule

ALL DATES ARE APPROXIMATE AND SUBJECT TO CHANGE

May 19, 2023

Segment	Area	Project/Relocation Area		Length (ft)	Volume (CY)	Expected Start Date*	Expected Finish Date	Relocation Start Date	Recipient Area
		R-Monument Limits							
		North	South						
						all dates 2023			
BB south	Butler Beach	R-166.7	R-168.3	1,480	7,000	June 13	June 18	May 15	R-168.3 - R-174.1
BB north	Butler Beach	R-151.1	R-160.8	9,760	46,500	June 18	August 4	May 15	R-160.8 - R-166.7; R-150 - R-151
CB south	Crescent Beach	R-181	R-193.7	13,100	42,300	August 5	September 4	May 15	n. Crescent (R-176 - R-181)
	CB - travel corridor	R-176.2	R-181			August 5	September 9		
CB north	Crescent Beach	R-174.1	R-176.2	2,010	6,600	September 4	September 9	May 15	n. Crescent (R-176 - R-181)
SPV south	S. Ponte Vedra	R-93.8	R-96.5	2,730	14,700	September 10	September 18	July 7	R-64 - R-67 (GTM - NERR)
SPV north	S. Ponte Vedra	R-78.8	R-84.7	6,210	33,480	September 18	October 15	July 15	R-64 - R-67 (GTM - NERR)
PVB-2 south	Ponte Vedra II	R-44.8	R-46.2	2,050	8,780	October 16	October 21	August 12	R-46.2 - R-49 (GTM - NERR)
	PV II travel corridor	R-33.7	R-44.8			October 16	November 11		
PVB-2 north	Ponte Vedra II	R-32.9	R-39	6,360	27,270	October 21	November 11	August 17	R-46.2 - R-49 (GTM - NERR)
PVB-1	Ponte Vedra I	R-6.6	R-16.4	11,070	40,960	November 12	December 12	N/A	N/A
				43,530	227,590				

FEMA CAT B EMERGENCY BERMS
COASTAL ENGINEERING SERVICES – PHASES II & III
SCOPE OF WORK

May 31, 2023

GENERAL SCOPE OF WORK ITEMS

- 1) The Phase II Scope of Work divides the work by beach segment in a partially pro-rated fashion based upon an initial S-N construction schedule that assumes all segments are built via upland-sand-source truck haul methods during various stage of the marine turtle nesting season in St. Johns County. Any changes in the construction schedule shall necessitate the updating of this condition and may result in additive work and costs. Any changes likewise will strongly affect the work related to marine turtle nesting and relocation. The schedule utilized for this proposal is (updated from Phase I proposal):
 - i. **Butler Beach – Week of June 12 to week of July 31**
 - ii. Crescent Beach – Week of July 31 to week of September 4
 - iii. South Ponte Vedra Beach – Week of September 4 to week of October 9
 - iv. Ponte Vedra Beach II – Week of October 16 to week of November 6
 - v. Ponte Vedra Beach I – Week of November 6 to week of December 11

- 2) The Phase II Scope of Work for Butler Beach contemplates an overall Contractor work period that extends from June 2023 through September 2023 (approx.). Phase II focuses on the Contractor work period from June-September 2023, plus a post-construction documentation period. Changes in the construction schedule may result in additive work and costs.

- 3) The Phase II Scope of Work and proposal assumes that construction-related and permit-required marine turtle nest monitoring and construction-related marine turtle nest relocation, and the required shorebird monitoring, shall be the responsibility of the Contractor at the time the Contractor NTP is issued in June 2023 to the time the Contractor has completed a beach segment and demobilized to the next segment. Monitoring services for the remainder of the season are included in this proposal.

- 4) This Phase II Scope of Work and proposal likewise assumes that permit-required gopher tortoise (GT) burrow excavations and relocations during the construction period shall be the responsibility of the Contractor. These values are dependent upon the construction limits and the number of tortoises present. This Phase II proposal includes only a minor level of coordination and management effort by the Consultant and the GT manager.

- 5) The County acknowledges that time is of the essence for bidding, Contractor selection, and construction start. In that regard, should the County elect to construct the project in multiple bid efforts, this proposal includes the creation of additional and separate project manuals for those separate phases of work.
- 6) St. Johns County shall be responsible for the payment of any permit application or modification fees and any public notice publication costs associated with the permitting and construction processes. The FDEP permit application/mod fees are calculated by FDEP and are a function of the final permitted dimensions and volume of the beach fill.
- 7) It is anticipated that no Erosion Control Line or MHWL Boundary survey work will be required for this proposed berm work or the proposed construction. St. Johns County shall provide FEMA Project Worksheet information, example contract documents (including previously-used plans and specifications from recent truck haul projects), and updated controlled digital aerial orthophotography for map creation (if available).

TASK 4.0 OF THIS PHASE II PROPOSAL INCLUDES CONSTRUCTION-PHASE SERVICES THAT APPLY ONLY TO THE BUTLER BEACH SEGMENT OF THE OVERALL WORKS. CONSTRUCTION-PHASE SERVICES FOR SUBSEQUENT SEGMENTS SHALL BE ADDRESSED IN A SUBSEQUENT PHASE(S) & CHANGE ORDER(S).

TASK 1.0 – Included in Phase I work

TASK 2.0 – Included in Phase I work

TASK 3.0 – ADDITIONAL SET: PLANS & SPECIFICATIONS; BID ASSISTANCE

Corresponding to Task 2.0 (from the Phase I proposal, incorporated herein by reference), should the County elect to construct project segments in separate bid phases, a separate set of plans, specs, and a project manual will be tailored to each project manual. For each set requested, the tasks described in Task 2.0 shall be performed, utilizing what information is available from the Task 2.0 project manual. Cost information for only one additional bid project manual and bid process is provided in this proposal.

TASK-SPECIFIC AUTHORIZATION REQUIRED

Preparation of any additional project manuals and bid efforts in Task 3.0 shall only be performed with specific written authorization and direction from the County.

TASK 4.0 – CONSTRUCTION-PERIOD COASTAL ENGINEERING & ENVIRONMENTAL MONITORING SERVICES

SUBTASK 4.2 OF THIS PHASE II PROPOSAL INCLUDES CONSTRUCTION-PHASE SERVICES THAT APPLY ONLY TO THE **BUTLER BEACH SEGMENT** OF THE OVERALL WORKS. CONSTRUCTION-PHASE SERVICES FOR SUBSEQUENT SEGMENTS SHALL BE ADDRESSED IN A SUBSEQUENT PHASE(S) & CHANGE ORDER(S).

Any changes in the construction schedule shall necessitate the updating of this condition and may result in additive costs. The pro-rated portions of the cost proposal include components from items 4.2.1 and 4.2.2 (coastal engineering), 4.2.3 (monitoring for sea turtle nests and shorebirds), and 4.2.4 (gopher tortoise surveys and relocations).

Subtask 4.1 – Project Communications & Permitting Coordination

Project Coordination –

Figure 1 depicts the various segments of the proposed project, and **Table 1** lists the eight project segments. For each segment the Consultant and Subconsultant team shall provide construction period coastal engineering and environmental monitoring services as described below. The Consultant shall perform those tasks necessary to implement the construction project, provide coordination of all subconsultants, direct changes to the project scope as required, provide assistance to the Client in addressing inquiries regarding the project. The Consultant shall provide a trained and knowledgeable project manager(s) as Point-of-Contact throughout the project. Consultant shall maintain an updated contact list of project participants, partners and regulatory agencies. Consultant shall facilitate project meetings as required. The Task likewise includes environmental monitoring subconsultant management for the construction year and reporting responsibilities by subcontractors for portions of the work that cannot be directly assigned to the contractor for beach-segment specific work. Consultant shall also assist the County in developing project documentation suitable to seek reimbursement for post-Hurricane damages.

Permitting and Regulatory Agency Coordination –

The Consultant shall complete those services necessary to provide ongoing updates to the appropriate regulatory agencies (principally FDEP and FWC, as needed), seek permit clarifications or permit modifications as necessary, and field agency inquiries.

Public Engagement

Consultant shall assist the County in preparation for and participation in periodic public workshops and public forums/meetings administered by the County to discuss and update the project objectives, schedules, expected roads and access point usage, beach and beach access closures as needed. The consultant shall attend up to six, are anticipated to include:

- 4.1.1 Public ‘town hall’ meetings associated with each beach segment, or combinations of some beach segments, to discuss the project intent, scale, and intended schedule of construction. The meeting shall provide updated information on beach access points and beach/road traffic management

Subtask 4.1 – Deliverables

Task 1 Deliverables – The County shall receive copies of all pertinent correspondence and presentation materials, as well as copies of approvals, permits, and permit modifications. All transmittals shall be in electronic format, principally *.PDF file format.

**Subtask 4.2 – Construction Contract Admin., Engineering Review,
Construction Observation and Permit Compliance**

4.2.1 Engineering Services – Construction Contract Admin and Engineering Review

Notice of Commencement. At least forty-eight (48) hours prior to commencement of beach construction activity authorized by the State and Federal Permits, the Consultant shall submit to the Client, the FDEP, USACE (as applicable), and their associated regulatory agencies a written notice (via email) of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Client and the Contractor have read the general and specific conditions of the permits and understand them.

Records Management. The Consultant shall ensure that a copy of the permits, complete with all conditions, attachments, modifications, and time extensions, and the approved plans and specifications shall be kept at the work site of the permitted activity. The Consultant shall maintain detailed logbooks, sediment QA/QC results, photographs and construction files (daily reports, environmental monitoring reports). Upon completion of construction activities, the Consultant shall conduct final file management and electronically transfer to the Client one copy of the files for archival of records.

Contractor Applications for Payment. The Consultant shall review the Contractor’s progress and pay surveys and pay applications for all related work elements. The Consultant shall review the Contractor’s periodic payment invoices for accuracy of computation and completeness and will make recommendations to the Client for payment as appropriate. The Consultant shall make a volumetric comparison of the pre-construction survey and the Contractor’s pay survey, in order to verify the sections were filled to specifications and assist the Client in evaluating the periodic and final payments to the Contractor. The Consultant shall make observations of the conditions of the filled and graded acceptance sections of the beach requested by the Contractor for progress payment

(prior to final completion). The Consultant shall assist the OWNER in assembling the documentation needed for future reimbursement or cost sharing (State and Federal/FEMA).

Validation Surveys The Consultant shall perform weekly drone-base LiDAR surveys of the active and recently completed construction segments for purposes of (a) validating Contractor surveys and pay applications, (b) confirming the proper implementation of the project design, and (c) assessing changes in the pre-placement beach conditions ahead of construction. Each daily drone survey effort is expected to map at least 2 and up to 3 miles of shoreline. Surveys will be performed by a licensed professional surveyor and drone operator.

Project-period Engineering Review and Design Services The Consultant shall track the progress of fill placement and borrow area excavation, as applicable, on a daily basis (approx.) and shall revise the beach fill design sections as necessary *during the course of the work* in order to maintain the integrity of the project volume and contract cost. The Consultant shall formulate multiple revisions to plan sheets and/or Change Orders, as-needed.

Public Education/Liaison Consistent with Task 4.1, the Consultant shall assist the County in disseminating information required to educate or inform the general public, affected shorefront owners, FDEP, and the USACE as applicable regarding the scope and schedule of the project. Information regarding beach closures, traffic impacts, and construction schedules shall be updated throughout the construction period.

Notice of Anticipated Deviation. The Consultant shall notify the Client and the FDEP in writing (via email) of any *anticipated* deviation from the FDEP permits prior to implementation so that the FDEP can determine whether a modification of the permit is required pursuant to Section 62B-49.008, Florida Administrative Code.

Project Closeout. Following notification by the Contractor that construction activities are complete and all payment sections have been approved and accepted by the Client, the Consultant shall conduct a final visual inspection of the beach and staging areas and prepare a punch list of remaining equipment and material to be removed from the project sites and the activities required for restoration of access and staging areas. This work includes any required dune restoration and revegetation. This list shall be furnished to the Client and Contractor to ensure control of final clean-up, any repairs to infrastructure, etc.

The Consultant shall conduct a final inspection of the flagged beach and staging areas following notice from the Contractor that final clean-up has been completed. If the earthmoving equipment and all grade stakes, construction fencing, and Contractor supplies

and debris are completely removed, and access and staging areas restored, then the Consultant shall forward a recommendation to the Client that final payment with release of retainage be made to the Contractor.

Certification of Completion. Within 30 days after completion of construction authorized by the permits, the Consultant shall submit to the Client, the FDEP, and the USACE a written statement of completion and certification by a registered professional engineer for each permit. These certifications shall state that all locations and elevations specified by the permits have been verified; the activities authorized by the permits have been performed in compliance with the plans and specifications approved as a part of the permits, and all conditions of the permits; or shall describe any deviations from the plans and specifications, and all conditions of the permits. Where/if the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings.

Subtask 4.2.1 Project Deliverables: Deliverables for this task shall be in the form of documentation from the pre-construction conferences, including copies of the presentation and completed attendance sheets, Notices of Commencement, balanced fill template summaries, written status reports to the Client provided at appropriate intervals describing the construction, fill and budget status, acceptance section fill submittals; monthly status report; fill adjustments made to maintain contract volume/budget throughout the period of construction; revised plan sheets (if/as required). submittal of hardcopies and data files of Contractor pay requests and recommendations for or against payment, Change Orders (if needed), Interim and Final Punch Lists, Notices of Substantial Completion, and Final Completion, Certifications of Completion, copies of pertinent correspondence with the Contractor (Change Orders, if any, Final Punch List, payment requests, etc.), submittals to the regulatory agencies (progress, etc.). Documents shall be provided in electronic format (*.PDF or other appropriate format) on a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 4.2.1 Schedule: See Proposal Condition #1 for the proposed project schedule.

4.2.2 Engineering Services – Construction Observation and Permit Compliance

General. The Consultant shall provide engineers and engineering technicians that are trained in methods of the coastal construction proposed under this contract. The Principal Engineer shall provide project management oversight. The Consultant's Project Engineer or Project Manager shall provide coordination, liaison, and quality assurance review. The Consultant's Site Representatives shall provide daily on-site observation and reporting of construction activities and permit compliance.

Site Representation During Construction. The Consultant shall designate at least two (2) Site Representatives to be present at the beach fill construction site, access corridors and staging areas during sand placement each working day for the duration of construction activities. The Project Engineer or Site Representative(s) will be on call throughout the period of construction. Observations will be conducted to ensure that construction is in compliance with the construction plans, contract documents, and authorizations granted for the work. Through the Site Representative(s), the Consultant will monitor daily progress of the work, track Contractor delays, and notify the Client or FDEP as appropriate.

The Consultant shall designate a Project Engineer, who will visit the site at least once every one to two weeks. The Project Engineer will serve as liaison between the Contractor and the Client during all phases of construction. The Project Engineer or Site Representative shall address questions concerning the plans and specifications and address other issues requiring coordination or liaison, at a minimum. The Project Engineer or Site Representative shall attend periodic progress meetings with the Contractor and the Contractor's associated subcontractors as appropriate during construction.

The Site Representative team shall provide ongoing inspection of the sand delivery to the beaches by truck for consistent provision of compliant material. This inspection shall include an evaluation of sand color, material consistency (no debris, rock, etc.), and shell content, among other characteristics.

The Consultant shall obtain and review the Contractor's quality control reports (daily reports) through the duration of the project from mobilization through demobilization from the project site. The Consultant shall obtain and review, on a daily basis, the water quality monitoring reports (as applicable, see below) and sediment QA/QC reports to be provided by the Contractor. Violations will be reported to the Contractor, County and FDEP. The Consultant shall review any vibration control alerts received during the construction period.

Sediment QA/QC – Consultant shall, on a daily basis, track the sediment characteristics of the material being delivered to the beach and being reported upon by Contractor. On-beach sand samples of the project fill shall be taken in accordance with the project QA/QC Plans along the nourished beach at the time of construction. Sampling stations will be dictated by the Plans. Additional samples will be collected as needed during the course of construction for compliance purposes. Percentage fines and shell content will be estimated. Additional samples may be taken for future evaluation.

Water Quality/Turbidity Monitoring Reports. As addressed by Permit, and as applicable, the Consultant shall submit summaries of all water quality monitoring data to the FDEP within one week of collection with supporting documents containing the following information: (1) permit number; (2) dates and times of sampling and analysis;

(3) a statement describing the methods used in collection, handling, storage and analysis of the samples; (4) a map indicating the sampling locations; and (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data. It is expected that the truck haul project will have very minimal impacts to WQ, if any, although permit conditions do apply.

Periodic Progress Reports. The Consultant shall submit a weekly report (via email) to the Client and other designated parties, that summarizes the progress of construction and compliance with the Permits and Contract, including but not limited to manpower, amount of work performed and by whom, equipment, problems encountered, method to correct problems, errors, omissions, deviations from Contract Documents, and weather conditions. Daily reports from the Contractor shall be provided to the County with additional information from the Consultant as appropriate.

Subtask 4.2.2 Deliverables: Deliverables for this task shall include pertinent correspondence with Contractor, summaries of water quality reports, progress reports, and project completion certification. Documents shall be provided in electronic format (*.PDF or other appropriate format) on a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 4.2.2 Schedule: See Proposal Condition #1 for the proposed project schedule.

4.2.3 Environmental Monitoring Services – Sea Turtle Nest & Shorebird Monitoring

Work described in Item 4.1 for overall management, compliance, and coordination of environmental monitoring tasks shall remain the responsibility of the Engineer.

Note that the daily monitoring tasks identified in Item 4.2.3 shall be the responsibility of the Contractor upon execution of the Construction Agreement. The SCOPE OF WORK identified herein (blue text) shall be included in the Project Manual, Bid Form and Schedule of Quantities and Costs for the Contractor.

General. The Consultant shall utilize a qualified environmental monitoring subconsultant team to perform permit-mandated marine turtle nest and shorebird monitoring services during the construction period for each beach segment. The team shall appoint an Environmental Team Lead (ETL) to oversee all marine turtle nest monitoring and relocation requirements as directed by the applicable project permits and biological opinions, and to oversee the daily shorebird monitoring requirement before and during all construction activities. The marine turtle nest monitoring and shorebird monitoring measures of FDEP Joint Coastal Permits JCP #0402841, as modified, are incorporated herein by reference.

The ETL and team shall be responsible for preparing the permit-required reporting identified in the project permits. The ETL shall prepare post-construction/post-season reports for both marine turtle nest and shorebird activities that summarize all the 2023 data, describe the schedule of activities for the 2023 season, and provide the 2023 data in tabular form. The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

Sea Turtle Nest Monitoring and Relocation - The Consultant and the ETL shall develop a relocation plan based upon the construction schedule, indicating the estimated number of nest relocations and the identified recipient areas for relocated nests. The ETL and Assistant ETL shall coordinate with all FWC-appointed Marine Turtle Permit Holders in the construction areas and their monitoring teams for the various project segments to assure that daily monitoring of the segments is performed in compliance with the applicable permits.

³Members of the marine turtle nest monitoring team shall prioritize for clearance and work those areas currently being constructed and lying within 500 ft ahead of construction, as well as the corresponding access corridors being used for construction. Monitoring team members shall communicate with the Contractor's on-site designee each morning before 7:00 AM local time regarding clearance or the status of any nests requiring relocation. Nest relocations shall be performed by qualified members of the Team Lead's group and the individual permit holder team. Monitoring and nest relocation shall commence by April 15th, or 65 days before construction commences in a particular beach segment, whichever is later⁴.

Shorebird Monitoring - The ETL and AETL shall coordinate with all personnel in their team to assure that daily monitoring of the segments is performed in compliance with the applicable permits.

[see footnote 2] Daily surveys of all construction areas, including access corridors shall be monitored by qualified personnel beginning 10 days prior to construction and extending to the end of construction or September 1, whichever occurs first for each segment. Responsibilities for the monitors are defined in the project permits.

Subtask 4.2.3 Deliverables: Deliverables for this task shall include weekly progress reports, pertinent correspondence with Contractor and Client, and the post-project marine turtle nest and shorebird monitoring reports. Documents shall be provided in electronic format (*.PDF or other appropriate format) on a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 4.2.3 Schedule: See Proposal Condition #1 for the proposed project schedule.

³ As noted above, it is anticipated that the contracting responsibility for this during-project monitoring work will be transferred to the Contractor.

⁴ Sea turtle nest monitoring in 2023 that occurs after the construction-period is covered under Task 4.0.

4.2.4 Environmental Monitoring Services – Gopher Tortoise Surveys and Relocation

Work described in Item 4.1 for overall management, compliance, and coordination of environmental monitoring tasks shall remain the responsibility of the Engineer.

Note that the daily monitoring tasks identified in Item 4.2.4 shall be the responsibility of the Contractor upon execution of the Construction Agreement. The SCOPE OF WORK identified herein (blue text) shall be included in the Project Manual, Bid Form and Schedule of Quantities and Costs for the Contractor.

General. The Consultant and Gopher Tortoise manager shall continue coordination of GT protection efforts throughout the construction period. shall utilize a qualified environmental monitoring subconsultant team to perform permit-mandated gopher tortoise surveying and relocations services. The team shall appoint trained and licensed Gopher Tortoise (GT) survey team to perform pre-construction surveys along all construction project segments and develop a GT relocation plan, as applicable. The GT survey team Lead (GTL) shall oversee all operations and shall be responsible for developing the plan, acquiring the necessary burrow excavations and tortoise relocations. As needed, GTs shall be relocated to a remote recipient site. The proposal currently includes baseline surveys, the excavation of 10 or more burrows and the permanent offsite relocation of up to 15 GTs per beach segment, plus associated permitting and reporting. The Consultant and the GTL shall coordinate the payment of permitting and relocation fees and shall make such payments for subsequent invoicing to the Client, through the Consultant.

All GT activities shall be performed using the guidance of the FWC Gopher Tortoise Permitting Guidelines:

<https://myfwc.com/license/wildlife/gopher-tortoise-permits/permitting-guidelines/>

The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

Subtask 4.2.4 Deliverables: Deliverables for this task shall include survey report results, pertinent correspondence with Contractor and Client, and the post-project gopher tortoise monitoring/relocation reports. Where applicable and appropriate, electronic PDF versions of documents shall be submitted to the Client via USB drive or e-mail.

Subtask 4.2.4 Schedule: See Proposal Condition #1 for the proposed project schedule.

Subtask 4.3 – Post-Construction Documentation

Consultant shall prepare a post-construction report suitable to demonstrate the ongoing eligibility of the project as an engineered beach in the definitions of FEMA for purposes of future post-storm assistance to repair the beach [*Public Assistance Program and Policy Guide* (FEMA PAPPG, 2020)]. The report shall address permit requirements for all sets of permits involved in the project. At the conclusion of construction, the Consultant, via a professionally licensed surveyor shall acquire a time-consistent airplane- or drone-based LiDAR survey of all constructed beach segments, to serve as the official post-construction survey for purposes of ongoing monitoring.

The analyses and report shall address the physical changes to the engineered beach (change in beach contour positions, beach elevation, and beach volume) during the construction period and to various historical date benchmarks (e.g., pre- Hurricane Ian or Nicole), as well as the production rates and details for each Contractor in the project. Utilizing the pre- and post-construction surveys provided by each Contractor (via licensed subconsultant), Consultant shall document the ‘as-built’ condition of the engineered beach project as well as the time-consistent post-construction condition. The report shall include tabular and graphical presentations of volumetric changes and selected beach contours, reflecting the effects of the recent construction projects. Aerial photography provided from the drone LiDAR flights will be utilized to further document the post-construction condition of the shoreline. The report and the pre- and post-project survey data shall be prepared in general conformance with FDEP BIPP monitoring standards (FDEP, 2014). Additionally, the post-construction monitoring report and data shall be submitted to FDEP in accordance with the project permits for monitoring. Consultant shall also assist the County in developing project documentation suitable to seek reimbursement for post-Hurricane damages.

Subtask 4.3 Project Deliverables: Deliverables for this task shall include electronic PDF submittal of the post-construction report, and electronic submittal of all survey data in the FDEP-specified formats (e.g., metadata, ASCII, EXCEL formats) for the permit sets. Documents shall be provided in electronic format (*.PDF or other appropriate format) on a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 4.3 Schedule: The post-construction reporting shall be submitted within 90 days of receipt of all post-construction data

TASK 5.0 – POST-CONSTRUCTION ENVIRONMENTAL MONITORING: 2023

General – Certain beach-related tasks will be performed during the course of the proposed beach nourishment construction, including sea turtle nest monitoring and shorebird monitoring. Through the Environmental Team Lead (ETL) and other members of the subconsultant team, the Consultant team shall perform additional monitoring tasks to complete the 2023 season in three specific beach-related areas:

- Post-construction-period 2023 daily marine turtle monitoring tasks,
- Weekly beach escarpment surveys,
- Wintering shorebird monitoring, and

Subtask 5.1 - Post construction 2023 daily marine turtle monitoring tasks

In St. Johns County, marine turtle nest monitoring season extends from April 15 to October 31, or 199 days. In conjunction with the marine turtle nest monitoring to be performed for construction-related activities (see Item 4.2.3), the Consultant and the Environmental Team Lead (ETL) shall coordinate with the local marine turtle permit holders and their respective monitoring teams to complete the daily monitoring for the remainder of the 2023 season in the constructed beach segments. The team shall oversee all marine turtle nest monitoring following completion of the work, following the monitoring protocols in the applicable permit and biological opinions. The marine turtle nest monitoring measures of FDEP Joint Coastal Permits 0402841, as modified, are incorporated herein by reference.

From Section 4.2.3, above, the ETL and team are responsible for preparing the permit-required reporting identified in the project permits. The ETL shall incorporate these post-construction period data into the post-construction/post-season report for marine turtle nest activities for the 2023 season. The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

Subtask 5.1 Deliverables: Deliverables for this task shall include the post-project marine turtle nest report for the entire 2023 season for the segments in which construction occurred. Documents shall be provided to the appropriate regulatory agencies in electronic format (*.PDF or other appropriate format) via e-mail or other means, and shall be provided on a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 5.1 Schedule: The report shall be completed and submitted within 90 days of receipt of the final 2023 season monitoring data (report by January 31st, 2024, approx.).

Subtask 5.2 – 2023 season escarpment surveys and reporting

In St. Johns County, marine turtle nesting season extends from April 15 to November 1, or 199 days. In conjunction with the marine turtle nest monitoring to be performed for construction-related activities (see Item 4.2.3), the Consultant and the Environmental Team Lead (ETL) shall coordinate with the local marine turtle permit holders and their respective monitoring teams to perform weekly surveys for beach escarpments along the construction segments in Table 1 for the periods of time in which construction-related activities occur and afterward through November 1, up to 29 weeks in some segments. Trained personnel from the marine turtle monitoring subconsultant team will complete the weekly surveys. Monitors shall note the location of scarps along the wave uprush limit, noting in particular significant scarps, those that exceed 18 inches in height for more than 100 ft in length. Survey results shall be collected and summarized by the ETL and team. Significant scarps shall be reported to the Engineer and the County for assessment for potential remediation.

The ETL and team are responsible for preparing the permit-required reporting identified in the project permits. The ETL shall incorporate the results of the weekly post-construction scarp surveys into the post-construction/post-season report for marine turtle nest activities for the 2023 season. The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

Subtask 5.2 Deliverables: Deliverables for this task shall include electronic copies of correspondence regarding the presence of significant scarps, and the post-project marine turtle nest report for the entire 2023 season, which shall include an appendix of the weekly survey results. Documents shall be provided to the appropriate regulatory agencies in electronic format (*.PDF or other appropriate format) via e-mail or other means, and shall be provided on a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 5.2 Schedule: The report shall be completed and submitted within 90 days of receipt of the final 2023 season monitoring data (report by January 31st, 2024, approx.).

Subtask 5.3 – 2023-24 wintering shorebird surveys

In compliance with the project permits, the Consultant and the Environmental Team Lead (ETL) shall coordinate the field collection and data assembly of wintering shorebird surveys in a bi-monthly basis from July 2023 to May 2024. These surveys principally focus on the Federally listed Piping Plover and Rufa Red Knot, but shall include all observed species in the route surveys. Two (2) shorebird surveys per month shall be conducted by qualified personnel via UTV along route surveys covering the County-responsible shoreline segments (see **Table 1**). The surveys shall follow the monitoring guidelines in the project permits and the Piping Plover Programmatic Biological Opinion

(P3BO, USFWS, 2013). Survey results shall be collected and summarized by the ETL and team, and data shall be added to the Florida Shorebird database and E-Bird systems.

The ETL and team shall assemble a brief summary of findings, and shall attach the list of survey results (route surveys). This report and data shall be provided to the appropriate regulatory agencies, the Engineer, and the County designee for distribution to the appropriate parties (HCP Program, Disaster Recovery, Code Enforcement, etc.). The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

Subtask 5.3 Deliverables: Deliverables for this task, for each set of monthly surveys, shall include electronic copies of the route surveys and brief observations of those data (in e-mail format). The final annual summary report shall include a summary tabulation of shorebird observation. Documents shall be provided to the appropriate regulatory agencies in electronic format (*.PDF or other appropriate format) via e-mail or other means, and shall be provided on a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 5.3 Schedule: The report shall be completed and submitted within 90 days of the final shorebird route survey in May 2024.

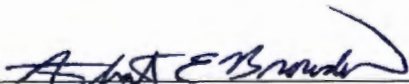
----- End of Contract Proposal (see Attachment 1 for Compensation details) -----

PROPOSAL OFFER

This proposal is hereby offered on:

02 June 2023

By:



Albert E. Browder, Ph.D., P.E.

Its:

Principal, Vice-President and Corporate Secretary

ATTACHMENT #1 – TERMS OF COMPENSATION

FOR

CHANGE ORDER #01

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES – PHASE II

FEMA CAT B EMERGENCY BERMS

BUTLER BEACH SEGMENT

St. Johns County, FL

Project Design/Development, Permitting, Construction Documents & Bidding,
Pre-Construction Period Activities, Permit Compliance, Environmental Monitoring

31 May 2023

1.0 Specific Terms

1.1 For this Proposal for Change Order #01 to Agreement #23-42, compensation shall be payable on a Not-to-Exceed (NTE) basis determined by the degree of services provided for the various segments of the work. For **CO #01 Phase II** services, the Consultant shall receive compensation in the NTE amount of **\$ Five Hundred Sixty Seven Thousand Nine-Hundred Sixty-Six and Sixty-One Cents (\$567,966.61 – Phase II: Change Order #01)**, including allowance-funded services, if authorized by the County, for rendering all of the identified goods and services as indicated in this Scope of Work and “Proposal #23-42: Fee Schedule Change Order #01 PHASE II.”

The Consultant shall submit to the County invoices for the fees for those Services rendered. The Consultant shall submit one monthly invoice for all Services performed during invoiced month. The County will make payment in accordance with the Florida Prompt Payment Act upon receipt of a proper invoice.

1.2 Fee Schedule – The specific fees associated with rendering the identified goods and services of each subtask of this Contract, Co#01 Phase II, are provided in the attached table “Proposal #23-42: Fee Schedule.” These lump sum fees include all travel and direct costs associated with the work described in the Proposal.

Proposal #23-42: Fee Schedule CO#01 PHASE II

SJC 23-42	FEMA Category B Emergency Berms	2-Jun-23
	Coastal Engineering Services - truck haul project	
	CO# 01 Phase II	\$ 567,966.61
PHASE II - CONSTRUCTION		
Task #	Description	Amount (\$)*
3.0	ONE ADDITIONAL SET: CONTRACT DOCUMENTS/BIDDING	\$ 37,064.00
4.1	PROJECT COMMUNICATIONS & PERMITTING COORDINATION	\$ 181,424.67
	CONSTRUCTION PERIOD SVCS - Summer Haven	\$ -
	CONSTRUCTION PERIOD SVCS - Crescent Beach	\$ -
4.2	CONSTRUCTION PERIOD SVCS - Butler Beach	\$ 189,929.94
	CONSTRUCTION PERIOD SVCS - South Ponte Vedra Beach II	\$ -
	CONSTRUCTION PERIOD SVCS - South Ponte Vedra Beach I	\$ -
	CONSTRUCTION PERIOD SVCS - Ponte Vedra Beach II	\$ -
	CONSTRUCTION PERIOD SVCS - Ponte Vedra Beach I	\$ -
4.3	POST-CONSTRUCTION DOCUMENTATION	\$ 88,096.00
5.0	POST-CON ENVIRONMENTAL MONITORING TASKS 2023	\$ 71,452.00
*Phase II values are HIGHLY dependent upon construction schedule and quantities		
(1) Item 4.2 (a-g)	Portions of this work transferrable to Contractor responsibility have been removed	
olsen associates, inc.		

Olsen Associates, Inc.		
2023-2024 Billing Rates & Key Personnel		
Position	Name	\$ rate/hr
Principal	Albert E. Browder, Ph.D., P.E.	\$ 226
Principal	Christopher G. Creed, P.E.	\$ 226
Principal	Kevin R. Bodge, Ph.D., P.E.	\$ 226
Principal Technical Advisor	Erik J. Olsen, P.E.	\$ 226
Senior Engineer	Steven C. Howard, P.E.	\$ 170
Senior Engineer	William A. Hobensack, P.E.	\$ 170
Coastal Engineer III	Krista J. Egan, P.E.	\$ 119
Coastal Engineer II	Zachary N. Bedell, E.I.	\$ 114
Coastal Engineer I	Benjamin Gross, E.I.	\$ 114
Coastal Engineer I	Sergio A. Pena, E.I.	\$ 105
Coastal Engineer I	Luis Valderrama, E.I.	\$ 105
Draftsman/Designer (CADD)	Michael J. Lawson	\$ 89
Administrative Assistant	Heather D. Kalka	\$ 94
Prepared for: St. Johns County, FL		
Project: RFQ 23-42		
		27-Mar-23

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

Phase II

PHASE II \$ 567,966.61

EXHIBIT B

2-Jun-23

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

OAI and subcontractors

Task 3.0 ONE ADDITIONAL SET: CONTRACT DOCUMENTS/BIDDING \$ 37,064.00

DIRECT LABOR								TOTAL HOURS	2023 RATE	COST
LABOR CATEGORY	ADMIN/MGMT	DESIGN	DOC. PREP / QA/QC	BID PERIOD MEETINGS	BID CRSP. QA/QC	BIDDING / NEGOT.				
Principal Engineer	4	16	8	8	8	8		52	\$ 226	\$ 11,752.00
Senior Engineer								0	\$ 170	\$ -
Coastal Engineer III		24	32	4	16	8		84	\$ 119	\$ 9,996.00
Coastal Engineer II								0	\$ 114	\$ -
Coastal Engineer I		40	40	4	24			108	\$ 105	\$ 11,340.00
Draftsman/Designer (CADD)		24	8					32	\$ 89	\$ 2,848.00
Administrative Assistant	4		8					12	\$ 94	\$ 1,128.00
HOURS REFLECT ESTIMATE FOR ONE ADDITIONAL SET								SUBTOTAL DIRECT LABOR:	\$	37,064.00

Task 3.0 : Task Specific Authorization Required

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ -

Task 4.1 PROJECT COMMUNICATIONS & PERMITTING COORDINATION Subtotal \$ 181,424.67

DIRECT LABOR								TOTAL HOURS	2023 RATE	COST
LABOR CATEGORY	ADMIN/MGMT	PERMITTING COORD.	PRE-CON UPDATES	MEETINGS						
Principal Engineer	40	40	20	60				160	\$ 226	\$ 36,160.00
Senior Engineer	8	8						8	\$ 170	\$ 1,360.00
Coastal Engineer III		40	40	40				120	\$ 119	\$ 14,280.00
Coastal Engineer II								0	\$ 114	\$ -
Coastal Engineer I		16	40	20				76	\$ 105	\$ 7,980.00
Draftsman/Designer (CADD)		8						8	\$ 89	\$ 712.00
Administrative Assistant	40	8	16					64	\$ 94	\$ 6,016.00
								SUBTOTAL DIRECT LABOR:	\$	66,508.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
	\$ -
CCG: Env mgmt	\$ 114,916.67
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 114,916.67

Task 4.2a - SUMMER HAVEN CONSTRUCTION PERIOD SERVICES - 1 week 1 Subtotal \$ -

DIRECT LABOR											
LABOR CATEGORY	ADMIN/MGMT	ENGR./DESIGN UPDATES	SAND/\$ BUDGET TRACKING	PROGRESS REPORTING	CONSTRXN TRACKING	FIELD VISITS	PERMIT COMPL.	SEDIMENT QA/QC	TOTAL HOURS	2023 RATE	COST
Principal Engineer	4	2	1	1	1	2	1	1	13	\$ 226	\$ 2,938.00
Senior Engineer		2			2				4	\$ 170	\$ 680.00
Coastal Engineer III	4	2	2	2	2	3	4	1	20	\$ 119	\$ 2,380.00
Coastal Engineer II		2	1			1			4	\$ 114	\$ 456.00
Coastal Engineer I		8	4		2	2	4	2	22	\$ 105	\$ 2,310.00
Draftsman/Designer (CADD)		4	2						6	\$ 89	\$ 534.00
Administrative Assistant	2	1	1	1				1	6	\$ 94	\$ 564.00
										SUBTOTAL DIRECT LABOR:	\$ 9,862.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ -

Task 4.2b - CRESCENT BEACH CONSTRUCTION PERIOD SERVICES - weeks: 5.5 Subtotal \$ -

DIRECT LABOR											
LABOR CATEGORY	ADMIN/ MGMT	ENGR. / DESIGN UPDATES	SAND/\$ BUDGET TRACKING	PROGRESS REPORTING	CNSTRXN TRACKING	FIELD VISITS	PERMIT COMPL.	SEDIMENT QA/QC	TOTAL HOURS	2023 RATE	COST
Principal Engineer	22	11	5.5	5.5	5.5	11	5.5	5.5	71.5	\$ 226	\$ 16,159.00
Senior Engineer		11			11				22	\$ 170	\$ 3,740.00
Coastal Engineer III	22	11	11	11	11	16.5	22	5.5	110	\$ 119	\$ 13,090.00
Coastal Engineer II		11	5.5			5.5			22	\$ 114	\$ 2,508.00
Coastal Engineer I		44	22		11	11	22	11	121	\$ 105	\$ 12,705.00
Draftsman/Designer (CADD)		22	11						33	\$ 89	\$ 2,937.00
Administrative Assistant	11	5.5	5.5	5.5				5.5	33	\$ 94	\$ 3,102.00
SUBTOTAL DIRECT LABOR:											\$ 54,241.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc Post Svy	\$ 6,600.00
ARC chk surveys	\$ 25,440.00
	\$ -
VIA CEI	\$ 76,167.00
subtotal	\$ 108,207.00

Task 4.2c - BUTLER BEACH CONSTRUCTION PERIOD SERVICES - weeks: 6.5 Subtotal \$ 189,929.94

DIRECT LABOR											
LABOR CATEGORY	ADMIN/ MGMT	ENGR. / DESIGN UPDATES	SAND/\$ BUDGET TRACKING	PROGRESS REPORTING	CNSTRXN TRACKING	FIELD VISITS	PERMIT COMPL.	SEDIMENT QA/QC	TOTAL HOURS	2023 RATE	COST
Principal Engineer	26	13	6.5	6.5	6.5	13	6.5	6.5	84.5	\$ 226	\$ 19,097.00
Senior Engineer		13			13				26	\$ 170	\$ 4,420.00
Coastal Engineer III	26	13	13	13	13	19.5	26	6.5	130	\$ 119	\$ 15,470.00
Coastal Engineer II		13	6.5			6.5			26	\$ 114	\$ 2,964.00
Coastal Engineer I		52	26		13	13	26	13	143	\$ 105	\$ 15,015.00
Draftsman/Designer (CADD)		26	13						39	\$ 89	\$ 3,471.00
Administrative Assistant	13	6.5	6.5	6.5				6.5	39	\$ 94	\$ 3,666.00
SUBTOTAL DIRECT LABOR:											\$ 64,103.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc Pre/Post Svy	\$ 6,600.00
ARC chk surveys	\$ 29,680.00
	\$ -
VIA CEI	\$ 89,546.94
subtotal	\$ 125,826.94

Task 4.2d - SOUTH PVB II CONSTRUCTION PERIOD SERVICES - weeks: 5.5 Subtotal \$ -

DIRECT LABOR											
LABOR CATEGORY	ADMIN/ MGMT	ENGR. / DESIGN UPDATES	SAND/\$ BUDGET TRACKING	PROGRESS REPORTING	CNSTRXN TRACKING	FIELD VISITS	PERMIT COMPL.	SEDIMENT QA/QC	TOTAL HOURS	2023 RATE	COST
Principal Engineer	22	11	5.5	5.5	5.5	11	5.5	5.5	71.5	\$ 226	\$ 16,159.00
Senior Engineer		11			11				22	\$ 170	\$ 3,740.00
Coastal Engineer III	22	11	11	11	11	16.5	22	5.5	110	\$ 119	\$ 13,090.00
Coastal Engineer II		11	5.5			5.5			22	\$ 114	\$ 2,508.00
Coastal Engineer I		44	22		11	11	22	11	121	\$ 105	\$ 12,705.00
Draftsman/Designer (CADD)		22	11						33	\$ 89	\$ 2,937.00
Administrative Assistant	11	5.5	5.5	5.5				5.5	33	\$ 94	\$ 3,102.00
SUBTOTAL DIRECT LABOR:											\$ 54,241.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc Pre/Post Svy	\$ 5,180.00
ARC chk surveys (2)	\$ 25,440.00
	\$ -
VIA CEI	\$ 76,167.00
subtotal	\$ 106,787.00

Task 4.2e -SOUTH PVB I CONSTRUCTION PERIOD SERVICES - weeks: 0 Subtotal \$ -

DIRECT LABOR											
LABOR CATEGORY	ADMIN/ MGMT	ENGR. / DESIGN UPDATES	SAND/S BUDGET TRACKING	PROGRESS REPORTNG	CNSTRXN TRACKING	FIELD VISITS	PERMIT COMPL.	SEDIMENT QA/QC	TOTAL HOURS	2023 RATE	COST
Principal Engineer	0	0	0	0	0	0	0	0	0	\$ 226	\$ -
Senior Engineer		0			0				0	\$ 170	\$ -
Coastal Engineer III	0	0	0	0	0	0	0	0	0	\$ 119	\$ -
Coastal Engineer II		0			0				0	\$ 114	\$ -
Coastal Engineer I		0			0				0	\$ 105	\$ -
Draftsman/Designer (CADD)		0							0	\$ 89	\$ -
Administrative Assistant	0	0	0	0				0	0	\$ 94	\$ -
SUBTOTAL DIRECT LABOR:											\$ -

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc Pre/Post Svy	\$ -
ARC chk surveys (1)	\$ -
	\$ -
VIA CEI	\$ -
Jhow CEI plants	\$ -
subtotal	\$ -

Task 4.2f -PONTE VEDRA II CONSTRUCTION PERIOD SERVICES - weeks: 4 BY TRUCK Subtotal \$ -

DIRECT LABOR											
LABOR CATEGORY	ADMIN/ MGMT	ENGR. / DESIGN UPDATES	SAND/S BUDGET TRACKING	PROGRESS REPORTNG	CNSTRXN TRACKING	FIELD VISITS	PERMIT COMPL.	SEDIMENT QA/QC	TOTAL HOURS	2023 RATE	COST
Principal Engineer	16	8	4	4	4	8	4	4	52	\$ 226	\$ 11,752.00
Senior Engineer		8			8				16	\$ 170	\$ 2,720.00
Coastal Engineer III	16	8	8	8	8	12	16	4	80	\$ 119	\$ 9,520.00
Coastal Engineer II		8	4		4				16	\$ 114	\$ 1,824.00
Coastal Engineer I		32	16		8	8	16	8	88	\$ 105	\$ 9,240.00
Draftsman/Designer (CADD)		16	8						24	\$ 89	\$ 2,136.00
Administrative Assistant	8	4	4	4				4	24	\$ 94	\$ 2,256.00
SUBTOTAL DIRECT LABOR:											\$ 39,448.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc Pre/Post Svy	\$ 3,900.00
ARC chk surveys (1)	\$ 16,960.00
	\$ -
VIA CEI	\$ 50,778.00
Jhow CEI plants	\$ -
subtotal	\$ 71,638.00

Task 4.2g -PONTE VEDRA I CONSTRUCTION PERIOD SERVICES - weeks: 5 BY TRUCK Subtotal \$ -

DIRECT LABOR											
LABOR CATEGORY	ADMIN/ MGMT	ENGR. / DESIGN UPDATES	SAND/S BUDGET TRACKING	PROGRESS REPORTNG	CNSTRXN TRACKING	FIELD VISITS	PERMIT COMPL.	SEDIMENT QA/QC	TOTAL HOURS	2023 RATE	COST
Principal Engineer	20	10	5	5	5	10	5	5	65	\$ 226	\$ 14,690.00
Senior Engineer		10			10				20	\$ 170	\$ 3,400.00
Coastal Engineer III	20	10	10	10	10	15	20	5	100	\$ 119	\$ 11,900.00
Coastal Engineer II		10	5		5				20	\$ 114	\$ 2,280.00
Coastal Engineer I		40	20		10	10	20	10	110	\$ 105	\$ 11,550.00
Draftsman/Designer (CADD)		20	10						30	\$ 89	\$ 2,670.00
Administrative Assistant	10	5	5	5				5	30	\$ 94	\$ 2,820.00
SUBTOTAL DIRECT LABOR:											\$ 49,310.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc Pre/Post Svy	\$ 3,900.00
ARC chk surveys (1)	\$ 21,200.00
	\$ -
	\$ -
VIA CEI	\$ 63,472.50
	\$ -
subtotal	\$ 88,572.50

Task 4.3 POST-CONSTRUCTION DOCUMENTATION

Subtotal \$ **88,096.00**

DIRECT LABOR										
LABOR CATEGORY	ADM/MGT	QA/QC	ANALYSES	RPT PREP.				TOTAL HRS	2023 RATE	COST
Principal Engineer	4	8	16	24				52	\$ 226	\$ 11,752.00
Senior Engineer			8					8	\$ 170	\$ 1,360.00
Coastal Engineer III	16	16	80	80				192	\$ 119	\$ 22,848.00
Coastal Engineer II				40				40	\$ 114	\$ 4,560.00
Coastal Engineer I		8	120	160				288	\$ 105	\$ 30,240.00
Draftsman/Designer (CADD)			8	16				24	\$ 89	\$ 2,136.00
Administrative Assistant	8			32				40	\$ 94	\$ 3,760.00
SUBTOTAL DIRECT LABOR:									\$	76,656.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
ARC post-con	
ECS: sand samples	\$ 11,440.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 11,440.00

Task 5.0 POST-CON ENVIRONMENTAL MONITORING TASKS 2023

Subtotal \$ **71,452.00**

DIRECT LABOR										
LABOR CATEGORY	ADM/MGT	MAPPING	PMT QA/QC					TOTAL HRS	2023 RATE	COST
Principal Engineer	8	8						16	\$ 226	\$ 3,616.00
Senior Engineer								0	\$ 170	\$ -
Coastal Engineer III	16		16					32	\$ 119	\$ 3,808.00
Coastal Engineer II								0	\$ 114	\$ -
Coastal Engineer I		40	40					80	\$ 105	\$ 8,400.00
Draftsman/Designer (CADD)								0	\$ 89	\$ -
Administrative Assistant	4		8					12	\$ 94	\$ 1,128.00
SUBTOTAL DIRECT LABOR:									\$	16,952.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG MT mon. after	\$ 30,300.00
CCG winter birds	\$ 20,000.00
CCG - scarps after	\$ 4,200.00
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 54,500.00



Arc Surveying & Mapping, Inc.
 5202 San Juan Avenue
 Jacksonville, FL 32210
 (904) 384-8377

Surveying Services Rate Sheet

Hydrographic – Topographic – LiDAR / Laser Scanning Survey Field Day Rates

Personnel	Single Beam Hydrographic Crew	Multibeam Hydrographic Crew	Topographic Crew	UAV LiDAR / Laser Scanning Crew
*Field Crew Day Rate (2-man crew)	*\$1,850	*\$2,501	*\$1,387	*\$2,163.00

**Note: Day Rates are based on an 8-hour day*

Hydrographic – Topographic – LiDAR / Laser Scanning Filed Hourly Rates

Personnel	Single Beam Hydrographic Crew	Multibeam Hydrographic Crew	Topographic Crew	UAV LiDAR / Laser Scanning Crew
Field Crew Day Rate (2-man crew)	\$231.25	\$312.68	\$173.41	\$270.39

CADD Mapping/Professional Surveyor/Clerical Services	
Survey Tech / CADD Mapping	\$87.10
Professional Licensed Surveyor	\$169.79
Clerical	\$70.90

April 14, 2023

Mr. Al Browder, Ph.D., P.E.
Olsen Associates
2618 Herschel Street
Jacksonville, FL 32204
Phone: (904) 387-6114
Email: abrowder@olsen-associates.com



Arc Surveying & Mapping, Inc.
5202 San Juan Avenue
Jacksonville, Florida 32210

Re: St. Johns Count Berm Restoration
Surveying Services
St Johns County, Florida

Arc Surveying & Mapping, Inc. (Arc) is providing a proposal for acquisition of topographic survey data and property parcel boundary locations along portions of coastal shoreline located in St. Johns County, Florida.

1. **General Scope:** Arc will provide all equipment and labor resources necessary to acquire UAV LiDAR topographic data and property parcel boundary locations. All data submittals will be provided in the requested formats and meet client requirements.

1.1. **Project Datum:** The Horizontal project datum will be based on the East Zone of Florida (0901) and referenced to the North American Adjustment of 83/90 (NAD83/90). The Vertical project datum will be referenced to the National American Vertical Datum adjustment of 1988 (NAVD88/2011). The units of measurement will be U.S. Survey Foot.

2. **Field Acquisition Task:**

2.1. **LiDAR Topographic Component:** Upland LiDAR topographic data acquisition will be performed along each segment of the survey limits as defined in the request. Corridor data will be performed at a width to capture the shoreline and extend to the edge of water at a low tidal condition. LiDAR acquisition will include a point density of not less than 25 points per square meter to support a complete digital terrain model of the existing conditions. In addition, high resolution digital aerial photography will be acquired suitable for production of three-inch pixel resolution and adequate to assure successful production of accurate ortho digital imagery.

2.2. **Property Parcel Surveying Services and Property Line Stake-out:** As defined by client, individual property parcels will be identified to include property boundary research, field surveying and determination of the location of parcel property lines. In addition, those properties will include the field identification and field marking of property line limits within the beach dune construction footprint.

3. **Deliverables:**

3.1. Topographic Digital Products:

3.1.1. ASCII files containing raw x, y, and z ground classification data points derived from LiDAR in LAZ format.

3.1.2. Digital Terrain Surface (DTM) with contours in XML format.

3.1.3. ASCII files containing x, y, and z data points for each historic profile and baseline stationing.

3.1.4. Digital orthometric photography (ECW, .TIF, or .SID format).

3.1.5. Pre and Post Surveys FDEP Document Submittal (i.e., Surveyors Reports, Control Report, DEP Range File)

3.2. Property Parcel Boundaries:

3.2.1. Mapping base map of individual parcel boundary determinations and locations.

4. **Fee Schedule UAV Topographic Surveys:**

4.1. **Pre-Construction Beach Segments:**

4.1.1. Ponte Vedra Beach (Seg. I and II): **\$9,750**

4.1.2. S. Ponte Vedra Beach (Seg. I and II): **\$9,250**

4.1.3. Vilano Beach: **\$6,400**

4.1.4. Butler Beach: **\$8,250**

4.1.5. Crescent Beach: **\$8,250**

4.1.6. Summer Haven: **\$5,300**

4.2. Post-Construction Beach Segments:

- 4.2.1. Ponte Vedra Beach (Seg. I and II): **\$7,800**
- 4.2.2. S. Ponte Vedra Beach (Seg. I and II): **\$7,400**
- 4.2.3. Vilano Beach: **\$5,120**
- 4.2.4. Butler Beach: **\$6,600**
- 4.2.5. Crescent Beach: **\$6,600**
- 4.2.6. Summer Haven: **\$4,240**

4.3. Day Rate for UAV LiDAR - acquisition, LiDAR processing, and submittal of LAS and XYZ files (approximately 3-miles of corridor acquisition): **\$4,240** (Initial estimate to include 30 or more UAV mapping events)

5. Fee Schedule Property Parcel Boundary Line Survey and Construction limit Stake-out:

- 5.1. Ponte Vedra Beach I (13 parcels): **\$13,845**
- 5.2. Ponte Vedra Beach II (5 parcels): **\$5,325**
- 5.3. S. Ponte Vedra Beach I (19 parcels): **\$20,235**
- 5.4. S. Ponte Vedra Beach II (33 parcels): **\$35,142**
- 5.5. Butler Beach (14 parcels): **\$14,910**
- 5.6. Crescent Beach (17 parcels): **\$18,105**
- 5.7. Summer Haven (9 parcels): **\$9,585**

Arc Surveying and Mapping, Inc. appreciates the opportunity to work with you on this project and is available to answer any questions or concerns you may have.

Sincerely,

Richard J. Sawyer

Richard J. Sawyer, PSM, CH

Accepted By: _____ Date: _____
For: Olsen Associates, Inc.

SJC 23-42 FEMA Cat B Emergency Berms

Total \$ 313,550.00

RFQ 23-42 Coastal Engineering Services

Phase I \$ 83,400.00

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

Phase II \$ 36,280.00

ARC SURVEYING & MAPPING

Phase III \$ 193,870.00

all dependent upon OAI S-N construction schedule REVISION from 19May2023

	Drone Surveys			# varies	
	Phase I Pre	Phase II Post	Phase II cond. Checks		
TOTAL \$	40,800.00	\$ 17,140.00	\$ 55,120.00		
SH \$	5,300.00			1	weekly surveys
Crescent \$	8,250.00	\$ 8,800.00	\$ 23,440.00	6	weekly surveys
Butler \$	8,250.00	\$ 6,600.00	\$ 29,680.00	7	weekly surveys
Vilano \$	-	\$ -	\$ -		
SPVB II \$	6,475.00	\$ 5,180.00	\$ 25,440.00	6	weekly surveys
SPB I \$	2,775.00	\$ 2,220.00	\$ 4,240.00	1	weekly surveys
PVB II \$	4,875.00	\$ 3,900.00	\$ 16,960.00	4	weekly surveys
PVB I \$	4,875.00	\$ 3,900.00	\$ 21,200.00	5	weekly surveys

Property Line Staking Allowance

Phase	per parcel	parcels	subtotal	
Phase I				
SH \$	1,065.00	9	\$ 9,585.00	
Crescent \$	1,065.00	17	\$ 18,105.00	
Butler \$	1,065.00	14	\$ 14,910.00	
Vilano \$	1,065.00	0	0 \$	42,600.00
Phase III				
SPVB II \$	1,065.00	33	\$ 35,145.00	
SPB I \$	1,065.00	19	\$ 20,235.00	
PVB II \$	1,065.00	5	\$ 5,325.00	
PVB I \$	1,065.00	13	\$ 13,845.00	\$ 74,550.00

Drone flights			
Drone Survey Day Rate	\$ 4,240.00		can cover about 3 miles each
	Phase I PRE-con	POST-con	
Summer Haven	\$ 5,300.00	\$ 4,240.00	
Crescent	\$ 8,250.00	\$ 6,600.00	
Butler	\$ 8,250.00	\$ 6,600.00	
Vilano	\$ -	\$ -	
S. PVB (I&II)	\$ 9,250.00	\$ 7,400.00	
Ponte Vedra Beach (I & II)	\$ 9,750.00	\$ 7,800.00	

Coastal Conservation Group, LLC

3600 Crazy Horse Trail
St Augustine FL, 32086
904.505.4052

2023 Labor Rates

Coastal Conservation Group Rate Sheet

Service	Per Hour	Per Day
Environmental Team Lead	125.00	-
Asst Team Lead	75.00	-
Shorebird Survey*	-	200.00
Wintering Shorebird Survey* (2x/month)	-	200.00
Escarpment Survey (1x/week)*	-	200.00

*per defined beach segment or designated marine turtle permit holder (segment lengths vary)

St Johns County Marine Turtle Permit Holder Rate Sheet

(Effective: 04/15/2023)

Service	Per Day	Per Nest
Marine turtle monitoring*	\$150.00	-
Post construction monitoring*	\$150.00	-
Nest Relocation	-	\$125.00

*per permit holder or beach segment (segment lengths vary)

Robert Fraser

Robert Fraser, President

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

PHASE II

Coastal Conservation Group, LLC

Coastal Conservation Group Table B-1

PHASE 2 WORK - DURING-CONSTRUCTION

PROJECT ADMIN	weeks>>	45			
	Unit Price	units	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	8	360	\$ 45,000.00
Asst. Team Lead	\$ 75.00	hr	6	270	\$ 20,250.00
Direct Survey Costs (UTVs, etc.)	\$ 38,000.00	year	--	0.833	\$ 31,666.67
MTPH Team	\$ 150.00	day	--	0	\$ -
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	1	\$ 10,000.00
Scarp Surveys	\$ 150.00	weekly survey	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Reports	\$ 8,000.00	report	--	1	\$ 8,000.00
					\$ 114,916.67

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

PHASE II

Coastal Conservation Group, LLC

Coastal Conservation Group Table B-2

PHASE 2 WORK - POST-CONSTRUCTION 2023/2024

MTPH Team Surveys - AFTER					
	Unit Price	units	Seg. Length (miles)	Total Days	Total
Summer Haven - MPTH	\$ 150.00	day	2.5	129.0	\$ -
Crescent - MPTH	\$ 150.00	day	4.2	94.0	\$ 14,100.00
Butler - MPTH	\$ 150.00	day	4.0	80.0	\$ 12,000.00
SPVB II - MPTH	\$ 150.00	day	5.2	28.0	\$ 4,200.00
SPVB I - MPTH	\$ 150.00	day	1.8	28.0	\$ -
PVB II - MPTH	\$ 150.00	day	4.6	0.0	\$ -
PVB I - MPTH	\$ 150.00	day	4	0.0	\$ -
Segment Subtotal:					\$ 30,300.00

Escarpment Surveys - AFTER-con					
<i>(29 weeks total, including before, during, and after construction)</i>					
	Unit Price	units	Seg. Length (miles)	Weeks	Total
Summer Haven - Scarps	\$ 150.00	week/job	2.5	20.0	\$ -
Crescent - Scarps	\$ 150.00	week/job	4.2	15.0	\$ 2,250.00
Butler - Scarps	\$ 150.00	week/job	4.0	9.0	\$ 1,350.00
SPVB II - Scarps	\$ 150.00	week/job	5.2	4.0	\$ 600.00
SPVB I - Scarps	\$ 150.00	week/job	1.8	4.0	\$ -
PVB II - Scarps	\$ 150.00	week/job	4.6	0.0	\$ -
PVB I - Scarps	\$ 150.00	week/job	4.3	0.0	\$ -
Segment Subtotal:					\$ 4,200.00

Shorebird Wintering Surveys					
2x/month for 10 months					
	Unit Price	units	Seg. Length (miles)	Total Surveys	Total
Summer Haven	\$ 200.00	job	2.5	20.0	\$ -
Crescent - Winter birds	\$ 200.00	job	4.2	20.0	\$ 4,000.00
Butler - Winter birds	\$ 200.00	job	4.0	20.0	\$ 4,000.00
Vilano - Winter birds	\$ 200.00	job	1.0	20.0	\$ -
SPVB II - Winter birds	\$ 200.00	job	5.2	20.0	\$ 4,000.00
SPVB I - Winter birds	\$ 200.00	job	1.8	20.0	\$ -
PVB II - Winter birds	\$ 200.00	job	4.6	20.0	\$ 4,000.00
PVB I - Winter birds	\$ 200.00	job	4.3	20.0	\$ 4,000.00
Segment Subtotal:					\$ 20,000.00

SJC 23-42 FEMA Cat B Emergency Berms

\$ 417,050.00

RFQ 23-42 Coastal Engineering Services
 ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS
 Coastal Conservation Group, LLC
 Phase III Out-year monitoring

MONITORING YEAR-1	
Apr/May '24	May'25

\$ 429,561.50

MONITORING YEAR-2	
Apr/May '25	May'26

\$ 421,773.00

MONITORING YEAR-3	
Apr/May '26	May'27

Coastal Conservation Group Table B-3

PHASE 3 WORK - OUT-YEAR MONITORING

PROJECT ADMIN	weeks>>	52			
	Unit Price	units	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	8	416	\$ 52,000.00
Asst. Team Lead	\$ 75.00	hr	6	312	\$ 23,400.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	1	\$ 38,000.00
MTPH Team	\$ 150.00	day	--	0	\$ -
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	day	--	0	\$ -
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
					\$ 113,400.00

SUMMER HAVEN	MT mon. wks>	28.5			
	Unit Price	unit	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	199	\$ 29,850.00
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 41,687.50

CRESCENT BEACH	MT mon. wks>	28.5			
	Unit Price	unit	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	199	\$ 29,850.00
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 41,687.50

BUTLER BEACH	MT mon. wks>	28.5			
	Unit Price	unit	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	199	\$ 29,850.00
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 41,687.50

VILANO BEACH	MT mon. wks>	28.5			
	Unit Price	units	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	199	\$ 29,850.00
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -

Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 41,687.50

SOUTH PONTE VEDRA BEACH II	MT mon. wks>	28.5			
	Unit Price	units	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	199	\$ 29,850.00
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 41,687.50

SOUTH PONTE VEDRA BEACH I	MT mon. wks>	28.5			
	Unit Price	units	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	0	\$ -
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 11,837.50

PONTE VEDRA BEACH II	MT mon. wks>	28.5	cnstr weeks>>	4	
	Unit Price	units	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	199	\$ 29,850.00
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 41,687.50

PONTE VEDRA BEACH I	MT mon. wks>	28.5			
	Unit Price	units	hr/wk	Total Units	Total
Environmental Team Lead	\$ 125.00	hr	1	29	\$ 3,562.50
Asst. Team Lead	\$ 75.00	hr	2	57	\$ 4,275.00
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0	\$ -
MTPH Team	\$ 150.00	day	--	199	\$ 29,850.00
MT nest reloc	\$ 125.00	unit reloc	--	0	\$ -
MT Reports	\$ 10,000.00	report	--	0	\$ -
Shorebird Team	\$ 200.00	day	--	0	\$ -
Shorebird Wintering Survey	\$ 200.00	event (2x/mo)	--	20	\$ 4,000.00
Shorebird Report	\$ 8,000.00	report	--	0	\$ -
				Segment Subtotal:	\$ 41,687.50



March 31, 2023

Mr. Al Browder
OLSEN ASSOCIATES, INC.
2618 HERSCHEL ST
JACKSONVILLE, FL 32204-4512

Re: CEI Services for FEMA CAT B EMERGENCY BERMS

VIA Consulting Services, Inc. (the Consultant), is pleased to submit this proposal to OLSEN ASSOCIATES, INC. (OLSEN) for Construction Engineering and Inspection (CEI) services for the above referenced project. The Scope of Services for this task will consist of two inspection personnel required to provide intake of upland fill at one location and one inspector to direct fill on beach. The services will be performed in accordance with the following:

1. PROJECT OBJECTIVES

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for inspection, and material quantity recording for the construction projects listed below.

ENGINEERING SERVICES FOR FEMA CAT B EMERGENCY BERMS

2. SCOPE

Provide services as defined in this RFQ. Exercise independent and professional judgment in performing obligations and responsibilities under this Agreement.

Services provided by the Consultant will consist of two inspection personnel required to provide intake of upland fill at one location and one inspector to direct fill on beach.

3. REQUIREMENTS OF THE CONSULTANT

3.1 General:

It shall be the responsibility of the Consultant to inspect the Construction such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work.

10250 Normandy Blvd., Suite 304, Jacksonville, Florida 32221
(904) 783-9842
www.via-cs.com



Identify discrepancies, report significant discrepancies to OLSEN, and direct the Contractor to correct such observed discrepancies.

3.2 On-Site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project(s) are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect the Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan. Consultant employees performing such services shall be qualified in accordance with the American Traffic Safety Services Association procedures.

3.3 Sampling and Testing:

Sampling and field testing of material is available for an additional fee. No sampling is included in this proposal.

4. DELIVERABLES

Daily Work Reports (DWRs) detailing the activities of the Contractor shall be prepared and transmitted by VIA to Olsen for each day of inspection. Transmittal of the reports via e-mail will be the primary delivery method. The reports will be industry standard typical inspection reports with an emphasis on all daily Contractor activities, techniques, work force, problems, solutions, non-conforming activities, testing conducted/witnessed, etc.

The Consultant will provide material testing reports as necessary and per the Contract Documents for all material testing performed.

5. COMPENSATION

Compensation for the above services shall be based on the hours worked and in accordance with the below Loaded Hourly Billing Rates for anticipated CEI personnel.

10250 Normandy Blvd., Suite 304, Jacksonville, Florida 32221
(904) 783-9842
www.via-cs.com



Personnel Classification	Loaded Hourly
	Billing Rate
CEI Inspector Lead	\$85.68
CEI Inspector A	\$71.50
CEI Inspector B	\$70.91

These rates include all labor, overtime, overhead, vehicle, equipment, and profit for proposed CEI personnel. Laboratory testing (and potentially field testing) services can be provided by our subconsultants for an additional fee.

Should you have any questions or comments regarding this proposal, please contact me.

Sincerely,
VIA Consulting Services, Inc.

A handwritten signature in black ink, appearing to read "Kenny Geisendorff".

Kenny Geisendorff, P.E.
Vice President / Senior Project Engineer

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services
 ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS
 VIA Consulting

\$ 89,546.94
 VIA Consulting CEI services
 Phase II

PRE-CON, INITIAL MOB, DEMOB	Unit Price	units	hr/wk	Total Units	Total
Inspector Lead	\$ 85.68	Hr	--	8	\$ 685.44
					\$ 685.44

BUTLER BEACH	Unit Price	units	hr/wk	Total Units	Total
			cnstr weeks>> 7		
Inspector Lead	\$ 85.68	Hr	66	462	\$ 39,585.00
Inspector A	\$ 71.50	Hr	33	231	\$ 16,516.50
Inspector B	\$ 70.91	Hr	66	462	\$ 32,760.00
				Segment Subtotal:	\$ 88,861.50

includes mob/mob observation time in-between



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT**

Professional Services Agreement No: 23-PSA-OLS-18021

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CONSULTANT’S FINAL RELEASE AND WAIVER OF LIEN21

This Professional Services Agreement (hereafter "Agreement") is made this 25th day of April, 2023 (the "Effective Date") by and between ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and Olsen Associates, Inc. ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 2618 Herschel Street, Jacksonville, FL 32204, Phone: 904-387-6114, and E-mail: abrowder@olsen-associates.com, for RFQ NO: 23-42; Engineering Services for FEMA Cat B Emergency Berms, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that shall govern the completion of the Work, and consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Notice to Proceed;
- c) This Professional Services Agreement and all Exhibits and/or Attachments:
 - a. Exhibit A – Consultant's Phase I Proposal;
 - b. Exhibit B – FEMA Required Contract Clauses;
 - c. Exhibit C – Appendix II to 2 CFR Part 200;
 - d. Exhibit D – Final Order 0340616-003-JC South Ponte Vedra Beach Restoration 09182020;
 - e. Exhibit E – Final Order St. Johns County FEMA Berm Restoration 04028410001-JC;
 - f. Exhibit F – Final Order Ponte Vedra Beach Restoration Project 0377843-001-JC;
- d) Insurance furnished by Consultant meeting the requirements of Article XII;
- e) Request for Qualifications No. 23-42 and all issued Addenda

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. No terms, conditions, limitations, or exclusions in Consultant's proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, this Agreement shall govern over any Exhibits, Specifications shall govern over Drawings, numerical dimensions shall govern over dimensions acquired by scaling, executed documents shall govern over unsigned drafts, and electronic documents shall govern over hard-copy documents.

1.1.3 Consultant is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of Consultant and the County. Should Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the County Project Manager in writing a request for clarification that clearly and concisely sets for the issues for which such request is sought. Such request shall be submitted to the County Project Manager by the Consultant within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof, provided by the County. The County Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Consultant files a written protest to the County Project Manager's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest shall be submitted to the County's Assistant Director of Purchasing & Contracts, and state clearly and in detail the basis thereof. Failure by the Consultant to protest the County Project Manager's rendered determination within fourteen (14) calendar days shall constitute a waiver by the Consultant of all its rights to further protest, judicial or otherwise. The County's Assistant Director of Purchasing & Contracts will consider the Consultant's protest and render a decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the rendered decision of the Assistant Director of Purchasing & Contracts, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the rendered decision.

1.1.4 Unless otherwise directed in writing, Consultant shall at all times carry on the Services and maintain its progress

schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Consultant from its obligations to timely perform the Services required by the Contract and to maintain the progress of the Services in accordance with the Contract.

1.1.5 Any and all Contract Documents shall remain the property of the County. Consultant is granted a limited licence to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Consultant shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided, however, that in no event shall Consultant and/or any subconsultants or subcontractors use, or permit to use, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II AGREEMENT TERM

2.1 Term

This Agreement shall become effective upon the date of execution by all parties and shall be in effect for an initial period of four (4) calendar months (Initial Term). Consultant shall perform the Services within the time periods specified in Exhibit A. Consultant's Services shall commence upon receipt of a written Notice to Proceed from the County. The County and the Consultant may only renew this Agreement in whole or in part upon written Amendment.

ARTICLE III DEFINITIONS

3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 Acceptance of Services: Written acceptance of the Services by the County's Project Manager.

3.1.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.3 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A document providing the written modification to a previously issued Contract, adjusting the contract price, scope of work, or completion time.

3.1.6 Compensation Method:

3.1.6.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subconsultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.6.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.6.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (Consultant's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.6.2(B) **Reimbursable Expenses.** In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services (“Expenses”) provided such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the County’s denying all or part of the Expenses for which reimbursement is sought. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

3.1.7 **Consultant:** The Supplier with which the County is contracting to perform the Services in accordance with the Contract Documents.

3.1.8 **Contract Price:** The sums set forth in Article VI, as detailed in Exhibit A, shall constitute the Contract Price, as may be revised by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitations, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Consultant or any subconsultants or subcontractors with respect to sales of goods purchased for the performance of the Services.

3.1.9 **County Representative:** The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.10 **Force Majeure Events:** Those events that are not reasonably foreseeable and are beyond the control of both the Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

3.1.11 **Notice to Proceed (NTP):** Written notice given by the County to Consultant authorizing Consultant to proceed with the Services and fixing the date on which the Term of the Agreement shall commence to run and identifying the corresponding Expiration Date by which the Services must be completed.

3.1.12 **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Consultant to illustrate materials or equipment for some portions of the Project.

3.1.13 **Project:** The total undertaking to be accomplished for the County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.14 **Project Manager:** The County’s representative assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County as defined in this Agreement.

3.1.15 **Services:** The work described in the Contract Documents or a subsequently issued Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.16 **Shop Drawings:** Drawings, diagrams, schedules, and other data specifically issued for the Project by Consultant or a Subconsultant, to illustrate some portion of the Project.

3.1.17 **Sub-contractor:** Any entity or individual engaged by Consultant to provide Services to the County for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement.

ARTICLE IV SERVICES

4.1 Scope of Services

4.1.1 Consultant shall provide all Services as set forth in the Contract Documents, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Services”).

4.1.2 Services provided by the Consultant shall be under the general direction of the St. Johns County Department

requesting Services, or the St. Johns County Purchasing Division, who shall act as the County's representative during the performance of Services under this Agreement.

4.1.3 Consultant shall, throughout the performance of the Services under this Agreement, cooperate with the County, and perform its responsibilities, obligations, and services in a timely manner so as to meet all of its obligations under this Agreement.

4.1.4 The Consultant shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any applicable grant agreements.

4.1.5 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.6 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE V SCHEDULE

5.1 Schedule

5.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Consultant's Services for each Project, or portion thereof, shall commence upon receipt of a written Notice to Proceed from the County.

5.2 If Services are scheduled to end due to the expiration of this Agreement, at the request of the County, Consultant agrees to continue to provide Services for an extension period defined by the County, upon the same terms and conditions as contained in this Agreement. The County will issue an Amendment or Change Order prior to the expiration of this Agreement authorizing any such extension period. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by the County.

ARTICLE VI COMPENSATION

6.1 Contract Price

As compensation for satisfactory performance of the Services, the County agrees to pay and Consultant agrees to accept as full and complete compensation for all Services required under this Agreement, a not-to-exceed amount of **four hundred seventy-three thousand five hundred four dollars (\$473,504.00)** for Services rendered pursuant to this Agreement. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.2 Method of Payment

6.2.1 Compensation shall be based on the method of compensation as stated in in Exhibit B or as otherwise set forth in a mutually agreed Change Order or Amendment.

6.2.1.1 For lump sum items, Exhibit B shall contain a breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein.

In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

6.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit B. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

6.3 Withheld Payment

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the County incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Subconsultants.

6.4 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

6.5 Availability of Funds

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

7.1.1 All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Services), first developed, produced or reduced to practice by Consultant or Sub-consultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

7.1.2 The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes. In the event the County alters the Work Product, or any portion(s) thereof, for reuse, the County shall indemnify and hold the Consultant, and anyone working by or through the Consultant harmless from and against any and all claims, damages, liabilities, losses, and expenses including reasonable attorneys' fees arising from

the County's alteration of the Work Product.

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

7.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 Authorized Representative

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

8.2 Personnel

8.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision.

8.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE IX SUBCONTRACTORS

9.1 Subcontractors

9.1.1 Consultant may obtain the assistance of other design professionals by subcontract for the performance of a portion of these Services, provided that any such Subcontractor shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subcontractor(s) from the County. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. The County hereby approves those Subcontractors specifically named by Consultant in Consultant's proposal.

9.1.2 The County reserves the right to disqualify any Subcontractor based upon unsatisfactory performance. If a Subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subcontractor to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

9.1.3 The use of any such Subcontractor shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

10.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant

shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

10.1.2 Consultant's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE XI TERMINATION

11.1 TERMINATION

11.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

11.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

11.1.3 The County may terminate this Agreement, in whole or in part, for cause. In the event of a termination by the County for cause, Consultant shall have fourteen (14) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Consultant fails to remedy such deficiencies to the satisfaction of the County within the stated time period, the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

11.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

11.1.5 In the event Consultant changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

11.1.6 The rights and remedies of the County provided in this Section 11.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

12.1 Warranty of Performance

12.1.1 The Consultant hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

12.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful

manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

12.1.3 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

12.2 Indemnity

12.2.1 Consultant shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

12.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

12.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

12.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.3 Infringement

Consultant shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant’s obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant’s sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

ARTICLE XIII INSURANCE

13.1 Consultant’s Insurance Requirements

13.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The County will not make any payment to Consultant until Consultant has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the County. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Consultant may have to the County or others. Nothing in this Agreement limits Consultant to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing

13.3 Workers Compensation

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

13.4 Commercial General Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such Services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Professional Liability

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, each claim and aggregate. Consultant shall maintain Professional Liability for a period of four (4) years, or upon expiration/termination of Professional Liability Coverage, shall obtain 4-year tail coverage with the same limits as provided herein. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals. Retroactive date shall not be later than the first date that design work commenced under this Agreement.

13.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Contractor

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

14.2 Taxes

14.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

14.3 Publicity and Advertising

14.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

14.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

14.4 Examination of Consultant's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

14.6 Arbitration

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

14.7 Disputes

14.7.1 If any dispute between the County and Consultant arises under this Agreement, and such dispute cannot be resolved by good faith negotiation at the field level between the County and Consultant's respective Project Managers, such dispute shall be promptly referred to Senior Representatives of the County User Department and Consultant's Project Team, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any such meeting(s), the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

14.7.2 If after meeting, the Senior Representatives of the County User Department and Consultant's Project Team determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Consultant shall submit a Contract claim as provided herein.

14.7.3 Claims arising from this Agreement shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing a contract claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Consultant is required to proceed with performance of the Services and maintain effective progress to complete the Services within the Contract Term set forth herein. The contract claim shall include, at a minimum, the following:

- a) The name and address of the Consultant and any legal counsel; and
- b) The address to which the Assistant Director of Purchasing & Contracts should send their final decision; and
- c) Identification of the final adverse decision or document that is the subject of the contract claim; and
- d) Identification of the administrative remedies providing for in the contract that were pursued prior to the claim and the outcome; and
- e) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claims; and
- f) A statement of the grounds for each issue raised in the contract claim; and
- g) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the claim.

14.7.4 During the Assistant Director of Purchasing & Contracts' review of the contract claim, the Assistant Director of Purchasing & Contracts may request additional information from either party. The Parties are to provide the Assistant Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of any party to timely comply may result in resolution of the claim without consideration of the requested information.

14.7.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Assistant Director of

Purchasing & Contracts shall be sent to the Consultant to the notice address listed herein or by such other means as agreed to by the Parties.

14.7.6 The decision for any contract claim by the Assistant Director of Purchasing & Contracts may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contract's decision. Failure of the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Consultant takes further legal action in Circuit Court.

14.8 Assignment and Arrears

14.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

14.8.2 The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14.9 Severability

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.10 Section Headings

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

14.11 Disclaimer of Third-Party Beneficiaries

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

14.12 No Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

14.13 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14.14 Conflict of Interest

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Consultant further

represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the Consultant under the terms of this Agreement.

14.15 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

14.16 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

14.17 Modifications, Amendments, Waivers and Extensions

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

14.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

14.19 Convicted and Discriminatory Vendor Lists

Consultant warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

14.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.21 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

14.22 Nondiscrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

14.23 Drug Free Workplace

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

14.24 Public Records

14.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and

(4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof:

i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.24.3 Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

14.25 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

14.26 Contingency Fee

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

14.27 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear
Email Address: jlocklear@sjcfl.us

Olsen Associates, Inc.
2618 Herschel Street
Jacksonville, FL 32204
Attn: Albert E. Browder
Email Address: abrowder@olsen-associates.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

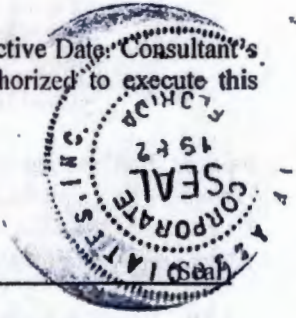
14.28 Non-Exclusive Right

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

14.29 Truth-In-Negotiation Representation

By execution of this Agreement, Consultant hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.



County

Consultant

St. Johns County (Seal)

Olsen Associates, Inc.

(Typed Name)

(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

By: [Signature]
(Signature of Authorized Representative)

Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB
(Printed Name)

Albert E. Browder, Ph.D., P.E.
(Printed Name)

Assistant Director of Purchasing & Contracts
(Title)

Vice-President, Principal
(Title)

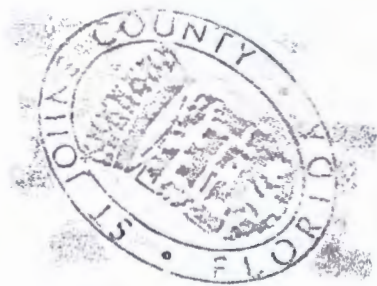
4/25/2023
(Date of Execution)

24 April 2023
(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: [Signature]
(Deputy Clerk)
4/25/2023
(Date of Execution)

Legally Sufficient:
[Signature]
(Office of County Attorney)
4/25/23
(Date of Execution)



CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Agreement No.:	Consultant Name:
Project:	Consultant Address:
Project Address:	Consultant License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

None

Signed this ___ day of _____, 20__

_____ Consultant Name

By:

_____ Signature

_____ Printed Name

_____ Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

MEMORANDUM



Date: 18 April 2023 (rev 6.)

To: Greg Lulkoski
Procurement Coordinator, St. Johns County BOCC Purchasing Division

Cc: Damon Douglas, MPA
Coastal Manager, St. Johns County Disaster Recovery

From: Albert E. Browder, Ph.D., P.E., D.CE
Christopher G. Creed, P.E., D.CE

Re: RFQ 23-42
Engineering Services for FEMA Cat B Emergency Berms: St. Johns County, FL

Phase I Coastal Engineering Services for Project Design/Development, Permitting, Construction Documents & Bidding, Pre-Construction Period Activities, and Initial Environmental Monitoring.

Attached please find our Proposal #23-42 – Phase I for the above-referenced project.

Please do not hesitate to contact us with any questions. Thank you.

Enc. - PROPOSAL #23-42 Phase I (rev. 6)
(inc. tentative schedule and Attachment #1 – Terms of Compensation)

SCOPE-OF-WORK: PHASE I COASTAL ENGINEERING SERVICES

FOR

FEMA CAT B EMERGENCY BERMS

St. Johns County, FL

Project Design/Development, Permitting, Construction Documents & Bidding,
Pre-Construction Period Activities, and Initial Environmental Monitoring

18 April 2023 (rev. 6)

The St. Johns County Board of County Commissioners, through the Disaster Recovery Department, is working with the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FL DEM) to construct emergency sand berms along the Atlantic Ocean shoreline of the County. Over 27 miles of shoreline fall under the County's responsibility¹ (see **Figure 1**). These berms have been necessitated due to the severe impacts of Hurricane Ian in September 2022 and Hurricane Nicole in November 2022.

These berms shall be constructed under FEMA Category B Emergency Measures, as necessitated by Hurricane Ian (DR-4673-FL) and Hurricane Nicole (DR-4680-FL). Assessments made after the hurricanes indicate that numerous areas of the County shoreline are at risk from additional damages from a 5-year storm event. This document assumes that portions of County responsibility² along the County shoreline are eligible for FEMA/FLDEM assistance in construction of the emergency berms.

¹ Only portions of the County shoreline shall receive sand for emergency berm construction.

² Additionally, other areas of the County shoreline fall under the responsibility of the State of Florida, the National Park Service, or the U.S. Army Corps of Engineers (see **Figure 1**).

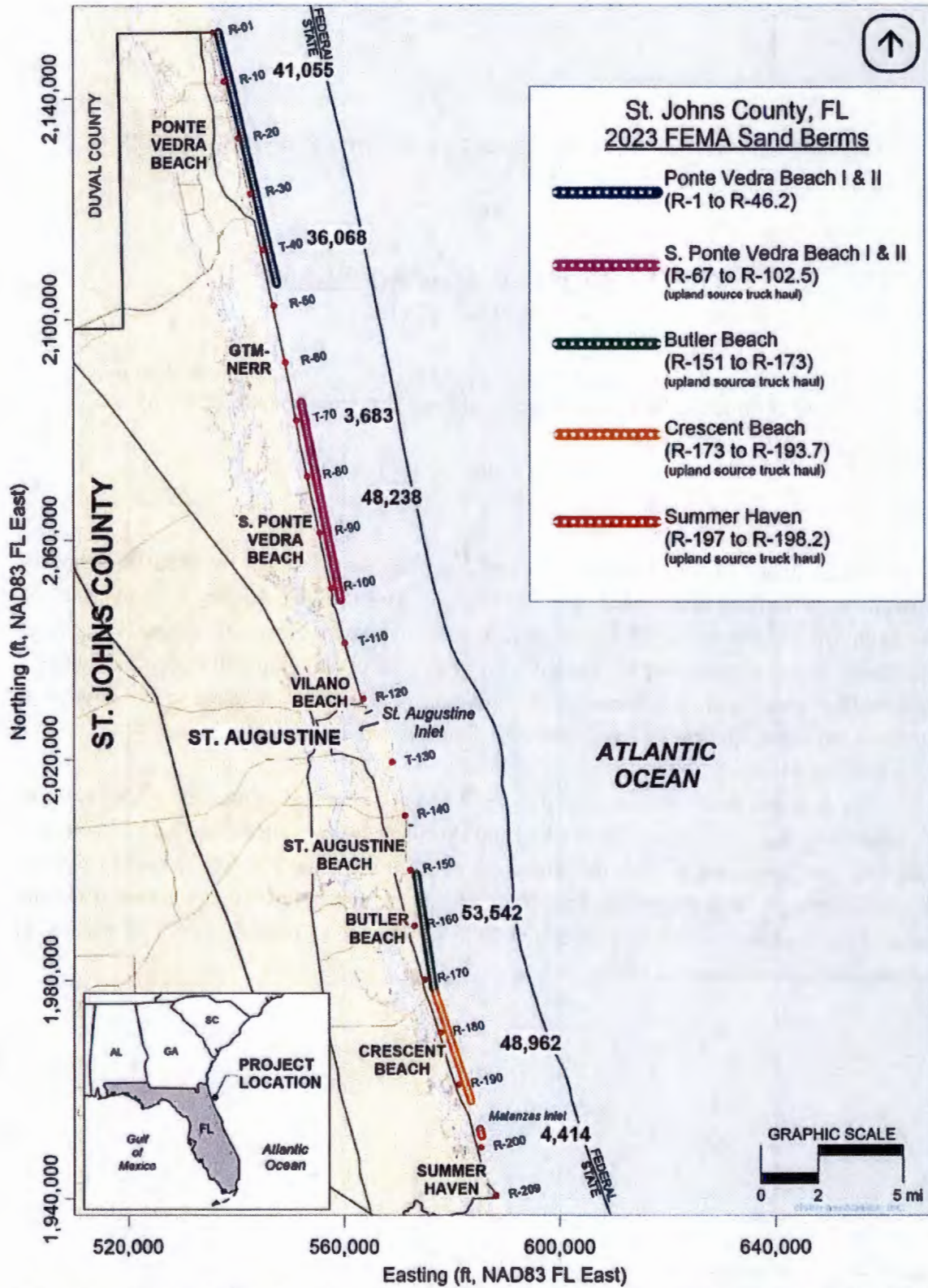


Figure 1 Location Map – St. Johns County FEMA Category B emergency berm areas with eligible volumes labeled. Sand will not be placed uniformly across each segment.

General Work Plan

ALL COUNTY SEGMENTS – SJC proposes to construct a truck-haul sand placement project utilizing one or more designated upland sand mine sources. Currently held permits identify upland sand sources in the Keystone Heights and Interlachen area of Florida. Placement would occur along portions of Summer Haven (R-197 to R-198.2), Crescent Beach (R-173 to R-193.7), Butler Beach (R-151 to R-173), South Ponte Vedra Beach I & II (R-67-R-102.5), and Ponte Vedra Beach I & II (R-1 to R-46.2).

Table 1 lists the individual project segments and the expected sand placement volumes (assumed at this time to be the maximum volume). At the time of this writing, a maximum of 235,962 cubic yards of sand have been tentatively identified as eligible for placement under Category B guidelines in the segment shown below. Fill densities for a Category B berm can range up to 6 cubic yards per alongshore foot of shoreline, but may be less depending on the condition of the post-storm beach profile. As in prior emergency berm projects, sand would be delivered by on-road trucks and stockpiled at numerous access points for transfer to off-road trucks for hauling along the beach to final locations for placement and shaping. It is noted that the typical on-road dump truck carries 15 cubic yards of sand per load (almost 22 tons), hence over 15,730 dump truck loads would be required to deliver ALL the sand listed in **Table 1**. Note also that no work is proposed for Vilano Beach in this proposal.

Table 1 – Project Segments and Projected Sand Placement Volumes
(Data provided by St. Johns County, FL, in coordination with FEMA)

Location	Length (Miles)	Eligible Volume (Cubic Yards)	¹ Avg. CY/LF	tons @1.45tons/cy
Summer Haven Beach (R-197 to R-198.2)	0.3	4,414	3.0	6,400
Crescent Beach (R-173 to R-193.7)	3.9	48,962	2.4	70,995
Butler Beach (R-151 to R-173)	4.2	53,542	2.4	77,636
South Ponte Vedra Beach II (R-76 to R-102.5)	5.2	48,238	1.8	69,945
South Ponte Vedra Beach I (R-67 to R-76)	1.8	3,683	0.4	5,340
Ponte Vedra Beach II (R-23 to R-46.2)	4.6	36,068	1.5	52,299
Ponte Vedra Beach I (R-01 to R-23)	4.3	41,055	1.8	59,530
TOTALS	24.3	235,962		342,145

¹Avg. CY/LF derived from total eligible volume in each segment. Sand will not be placed uniformly across each segment, not to exceed 6.0 cy/ft

Compensation

Attachment 1 to this Proposal provides terms and amounts for compensation for the Phase I work described herein.

FEMA CAT B EMERGENCY BERMS
COASTAL ENGINEERING SERVICES – PHASE I
SCOPE OF WORK

April 18, 2023

GENERAL SCOPE OF WORK ITEMS

- 1) This Phase I Scope of Work divides the work by beach segment in a partially pro-rated fashion based upon an initial S-N construction schedule that assumes all segments are built via upland-sand-source truck haul methods during various stage of the marine turtle nesting season in St. Johns County. Any changes in the construction schedule shall necessitate the updating of this condition and may result in additive work and costs. Any changes likewise will strongly affect the work related to marine turtle nesting and relocation. The schedule utilized for this proposal is:
 - a. Summer Haven – Week of June 12, 2023
 - b. Crescent Beach – Week of June 12 to week of July 17
 - c. Butler Beach – Week of July 17 to week of August 28
 - d. South Ponte Vedra Beach II – Week of August 28 to week of October 2
 - e. South Ponte Vedra Beach I – Week of October 2
 - f. Ponte Vedra Beach II – Week of October 9 to week of October 30
 - g. Ponte Vedra Beach I – Week of October 30 to week of December 4
- 2) This Phase I Scope of Work contemplates an overall construction work period that extends from April 2023 through December 2023 (approx.). Phase I focuses in large part on the pre-construction period from April-June 2023. Changes in the construction schedule may result in additive work and costs.
- 3) This Phase I Scope of Work and proposal includes baseline estimates of the number of days of marine turtle nest monitoring and construction-related marine turtle nest relocations that may occur during the pre-Contractor NTP period, approximately through June 3, 2023, for each beach segment south of St. Augustine Inlet. Monitoring/relocation work for Summer Haven and Crescent Beach shall commence immediately, while work for Butler Beach shall commence in mid-May. These values are ultimately dependent upon the number of nests that are found for relocation and the Contractor start date. Any increases in the necessary initial relocations shall be billed to the County at the prevailing rates established in the Proposal, either by direct billing or by Change Order.
- 4) This Phase I Scope of Work and proposal includes baseline estimates of the number of gopher tortoise burrows and/or tortoises that may be present and may need to be relocated over the course of construction based on the schedule above. These values are dependent

upon the construction limits and the number of tortoises present. The Phase II proposal (construction period) shall address GT relocation requirements, although the bulk of the work is scheduled to be the day-to-day responsibility of the Contractor. Any increases in the necessary initial relocations shall be billed to the County at the prevailing rates established in the Proposal, either by direct billing or by Change Order.

- 5) The County acknowledges that time is of the essence for bidding, Contractor selection, and construction start. In that regard, should the County elect to construct the project in multiple bid efforts, this shall be accomplished via the creation of additional and separate project manuals, which would be included in a subsequent phase and proposal.
- 6) St. Johns County shall be responsible for the payment of any permit application or modification fees and any public notice publication costs associated with the permitting and construction processes. The FDEP permit application/mod fees are calculated by FDEP and are a function of the final permitted dimensions and volume of the beach fill.
- 7) It is anticipated that no Erosion Control Line or MHWL Boundary survey work will be required for this proposed berm work or the proposed construction. St. Johns County shall provide FEMA Project Worksheet information, example contract documents (including previously-used plans and specifications from recent truck haul projects), and updated controlled digital aerial orthophotography for map creation (if available).
- 8) This Phase I Scope of Work and proposal includes baseline estimates of the number of parcel boundary surveys that will be required to identify fill placement/exclusion boundaries requested by the County and to the level of precision requested by the County. The baseline estimates are based upon easement holdout information provided to the Consultant via *.shp file on 13 April 2023. Any increases in the number of parcels and parcel boundaries to be identified necessary relocations shall be billed to the County at the prevailing rates established in the Proposal, either by direct billing or by Change Order.
- 9) This Phase I Scope of Work does not include any tasks to produce rock/ reef/hardbottom impact assessments or to develop or design mitigation requirements or mitigations plans for any possible project related impacts to such. At this time no such resources are known to exist within or adjacent to the anticipated project footprint. Should such efforts be required, as a result of discovery during the work described herein, such efforts will necessitate additional scope and budget for Olsen Associates, Inc., to assist the County in this regard.

**TASK 1.0 PRE-PROJECT COMMUNICATIONS AND PERMITTING
COORDINATION, INITIAL GOPHER TORTOISE MANAGEMENT**

Subtask 1.1 Project Coordination –

The Consultant shall perform those tasks necessary to initiate the implementation of the construction project, provide coordination of all subconsultants, direct pre-construction changes to the project scope as required, provide assistance to the Client in addressing inquiries regarding the project. The Consultant shall provide a trained and knowledgeable project manager(s) as Point-of-Contact throughout the project. Consultant shall maintain an updated contact list of project participants, partners and regulatory agencies. Consultant shall facilitate project meetings as required. Consultant shall also assist the County in developing project documentation suitable to seek reimbursement for post-Hurricane damages.

Subtask 1.2 Permitting and Regulatory Agency Coordination –

The Consultant shall complete those services necessary to seek updated Notices to Proceed, permit modifications, lease modifications, use agreements and/or concurrence statements from the Florida Department of Environmental Protection (FDEP). Based on the nature of the work it assumed that permits/approvals from the U.S. Army Corps of Engineers (USACE) will not be required. Initial submittals for some of the necessary approvals and modifications have been or will be submitted by others under separate Task Order. The Consultant shall prepare written responses to Requests-for-Additional-Information (RAIs) in a prompt and professional manner to accomplish receipt of the approvals as quickly as possible. The County shall be responsible for any permit modification fees required by FDEP. The RAI responses described herein are limited to providing brief additional analyses and clarifying descriptions based upon the information contained in the permit application package and data already collected and in-hand.

Consultant shall also complete project-related pre-construction submittals required by the agencies for the various project permits.

Subtask 1.3 Public Engagement

Public Meetings - Consultant shall assist the County in preparation for and participation in a public workshop or public forum administered by the County to discuss and update the pre-construction project objectives, schedules, expected roads and access point usage, beach and beach access closures as needed.

Subtask 1.4 Environmental: Initial Gopher Tortoise Surveys, Permitting and Relocation

General. The Consultant shall utilize a qualified environmental monitoring subconsultant team to perform permit-mandated gopher tortoise surveying and relocations services for the period of time prior to construction start. The team shall appoint a trained and licensed Gopher Tortoise (GT) survey team to perform the initial pre-construction surveys along all construction project segments to identify burrows/GTs requiring relocation and develop a

GT relocation plan for permit application to FWC for up to 80 gopher tortoise relocations. Upon permit receipt, the GT team shall perform an initial round of pre-construction relocations (up to 20 tortoises, estimated) along the Summer Haven and Crescent Beach construction areas. After that effort, it is planned that relocation services shall be transferred to the Contractor. The survey team Lead (GTL) shall oversee all operations and shall be responsible for developing the plan, acquiring the necessary permit(s) and accomplishing the burrow excavations and tortoise relocations. As needed, GTs shall be relocated to a remote recipient site. The proposal currently includes baseline surveys, the excavation of 40 burrows and the permanent offsite relocation of up to 20 GTs, plus associated permitting and reporting. The Consultant and the GTL shall coordinate the payment of permitting and relocation fees and shall make such payments for subsequent invoicing to the Client, through the Consultant. Additional relocation costs during the pre-construction phase shall be added via Change Order

All GT activities shall be performed using the guidance of the FWC Gopher Tortoise Permitting Guidelines:

<https://myfwc.com/license/wildlife/gopher-tortoise-permits/permitting-guidelines/>

The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

Subtask 1.5 Environmental Monitoring Services – Sea Turtle Nest Monitoring and Relocation

Note that the daily monitoring tasks identified in this item shall become the responsibility of the Contractor upon execution of the Construction Agreement. The SCOPE OF WORK identified herein shall be extended into the construction period and similarly included in the Project Manual, Bid Form and Schedule of Quantities and Costs for the Contractor.

General. The Consultant shall utilize a qualified environmental monitoring subconsultant team to perform permit-mandated marine turtle nest monitoring services during the pre-Contractor NTP period, approximately through June 3, 2023, for each beach segment south of St. Augustine Inlet. Monitoring/relocation work for Summer Haven and Crescent Beach shall commence immediately, while work for Butler Beach shall commence in mid-May. The team shall appoint an Environmental Team Lead (ETL) to oversee all pre-Contractor NTP marine turtle nest monitoring and relocation requirements as directed by the applicable project permits and biological opinions. The marine turtle nest monitoring measures of FDEP Joint Coastal Permits JCP #0402841, as modified, are incorporated herein by reference.

The ETL and team shall be responsible for compiling the necessary data to support the permit-required reporting identified in the project permits, to be completed as part of

Phase II work. The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

Sea Turtle Nest Monitoring and Relocation – Pre-Contractor NTP - The Consultant and the ETL shall develop a relocation plan based upon the construction schedule, indicating the estimated number of nest relocations and the identified recipient areas for relocated nests. The ETL and Assistant ETL shall coordinate with all FWC-appointed Marine Turtle Permit Holders in the construction areas and their monitoring teams for the various project segments to assure that daily monitoring of the segments is performed in compliance with the applicable permits.

³Members of the marine turtle nest monitoring team shall prioritize for clearance and work those areas currently being constructed and lying within 500 ft ahead of construction, as well as the corresponding access corridors being used for construction. Monitoring team members shall communicate with the Contractor's on-site designee each morning before 7:00 AM local time regarding clearance or the status of any nests requiring relocation. Nest relocations shall be performed by qualified members of the Team Lead's group and the individual permit holder team. Monitoring and nest relocation shall commence by April 15th, or 65 days before construction commences in a particular beach segment, whichever is later⁴.

Task I Deliverables: Deliverables for this task shall include survey report results, presentation materials, pertinent correspondence with Contractor and Client, permitting documentation, and the post-project gopher tortoise monitoring/relocation reports. Where applicable and appropriate, electronic PDF versions of documents shall be submitted to the Client via USB drive or e-mail.

Task I Schedule: See Proposal Condition #1 for the proposed project schedule.

³ As noted above, this Phase I work will occur PRIOR to Contractor NTP. It is anticipated that the contracting responsibility for this during-project monitoring work will be transferred to the Contractor in Phase II.

⁴ Sea turtle nest monitoring in 2023 that occurs after the construction-period is covered under Phase II.

TASK 2.0 – PLANS & SPECIFICATIONS; BIDDING ASSISTANCE

Upon Notice to Proceed, the Consultant and the County shall finalize sand placement areas for each segment identified in **Figure 1** and **Table 1**. The Consultant shall prepare a set of Plans and Technical Specifications that will describe an upland-source truck-haul sand placement project in some or all segments shown⁵ in **Figure 1** and listed in **Table 1**. These documents will be suitable to utilize in conjunction with the County's standard contract documents to produce Project Manuals for bidding purposes by the County. These Plans and Specifications shall include Technical Instructions and Provisions, Environmental Protection Requirements, and Construction Plans for the project beach upland sand source consistent with the requirements of FDEP. The Consultant shall include the necessary project permits, as developed and finalized in TASK 1.0, above.

The Consultant shall coordinate with County personnel to conduct a site visit in the process of completing the design documents. For the project, the Consultant shall review County-prepared Bid Forms and Schedules, General and Supplemental Contract Conditions, Cost Schedules and Bond Forms for consistency with the proposed project and other components of the Project Manual. Construction plans shall include, but not be limited to, the project aerials, bathymetric charts as applicable, geotechnical information, profile cross-sections, borrow area layout and cross-sections as applicable, and other information required by a qualified Contractor to complete the work. Consultant shall provide County with reproducible electronic files in PDF format of the final plans. The Consultant shall also provide a listing of proposed revisions (if necessary) to the County Standard Agreement if such revisions are required to complete the Project Manual. The collection of documents shall constitute the Project Manual.

Identification of Easement Holdouts

The Consultant, through a professionally licensed surveyor, shall perform parcel boundary surveys in advance of construction to properly site boundary lines between parcel where sand will and will not be placed during construction. The County shall provide an updated list of the easement holdouts immediately upon issuance of the Consultant's Notice to Proceed. The no-easement parcels and their approximate boundaries shall be identified on the bid-set construction plans for avoidance of sand placement. A refined set of construction plans, providing the specific coordinates of the updated boundary line information, shall be provided to the Contractor prior to issuance of the Contractor's Notice to Proceed. Steps in this process shall include:

- A) The Consultant shall provide the initial holdout areas and approximate boundaries in the bid set of construction plans;

⁵ Should the County elect to construct some, but not all, segments, or elect to construct the segments in separate bid phases, plans and specs will be tailored to each project manual. Refer to upcoming Phase II, Task 3.0 for creation of additional sets of plans/specs, project manuals, and additional bid efforts.

- B) Consultant shall assemble mapping information for the easement holdouts provided by the County and provide that spatial information to the survey subconsultant. Information shall be grouped by project segment, following Table 1;
- C) The survey group shall perform the necessary background research and field verifications for each parcel identified in each project segment, and shall provide the Consultant with updated local parcel boundary information;
- D) The Consultant shall provide that information in a revision to the construction drawings.
- E) Prior to construction, on an ongoing-progress basis, the surveyor shall stake and flag the updated parcel boundary information in the field for the contractor's use.

As noted in Proposal Condition #7, an initial estimate has been made of the number of easement holdouts and corresponding property boundary surveys that must be conducted to complete the work.

Project Manual Preparation The Consultant shall prepare a draft copy of the Project Manual for review by the County Emergency Management and Purchasing Departments. The Consultant shall make up to two rounds of reasonable revisions requested by the County and shall provide the Project Manual document(s) in electronic format suitable for publication for electronic solicitation of bids (e.g., via DemandStar or similar). The Consultant shall be available to assist the County with final QA/QC review of the Project Manual/Specifications prior to bid. Per County request, the Consultant shall develop a project baseline and prepare cross-section depictions at 100-ft stations for County Use.

Bidding Assistance and Contractor Selection The Consultant shall assist the County in securing a qualified contractor for the project, and shall consult with the County in the review of bids received for the work. This assistance shall include:

- Advance communication with known qualified Contractors to increase visibility of the project and attract competitive bids,
- Preparation, attendance, and participation in one (1) pre-bid conference, to be held via ZOOM or similar internet-based platform, to present project intent, permit requirements, beach fill requirements, and construction details.
- Development of an opinion of probable cost to construct the project.
- Prepare written responses to project bid-related questions from Contractors during contract solicitation, including Addenda to contract documents, as required, and
- Non-technical bid issues shall be evaluated by the County.

Task 2.0 Schedule – As expressed by the County, time is of the essence in commencing sand placement along the SJC project areas. Assuming a prompt issuance of NTP by April 18, 2023, Consultant shall submit draft Bid Advertisement, Technical Plans and Specifications, along with suggested edits to the County regarding the Contract Document (the 'front ends') to the County

by May 8th, 2023. A pre-bid conference shall be scheduled roughly in the middle of the County's chosen bid schedule. The Consultant shall promptly answer any requests for additional information and issue addendums as necessary to meet the bid-opening date of the County's chosen bid schedule.

Task 2.0 Opinion of Probable Cost. The Consultant shall develop an opinion of probable cost to construct the proposed truck-haul project, based upon the plans and specifications provided in this Section and the County's selected plan of construction. The Consultant shall likewise provide a corresponding hypothetical construction schedule.

Task 2.0 Deliverables. The County shall receive electronic copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. Deliverables shall include electronic copies of the plans and technical specifications, the draft and Final Project Manual documents, pre-bid presentation, opinion of probable cost, addendums, and bid review, all principally in PDF format.

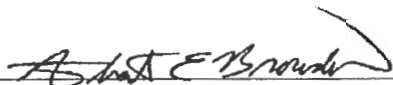
----- End of Contract Proposal SOW (see Attachment 1 for Compensation details) -----

PROPOSAL OFFER

This proposal is hereby offered on:

18 April 2023

By:



Albert E. Browder, Ph.D., P.E.

Its:

Principal, Vice-President and Corporate Secretary

ATTACHMENT #1 – TERMS OF COMPENSATION

FOR

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES – PHASE I
FEMA CAT B EMERGENCY BERMS
St. Johns County, FL

Project Design/Development, Permitting, Construction Documents & Bidding,
Pre-Construction Period Activities, Permit Compliance, Environmental Monitoring

18 April 2023 (Rev. 6)

1.0 Specific Terms

1.1 For this Proposal #23-42, compensation shall be payable on a Not-to-Exceed (NTE) basis determined by the degree of services provided for the various segments of the work. For **Phase I** services, the Consultant shall receive compensation in the NTE amount of **\$ Four Hundred Seventy-Three Thousand Five Hundred Four Dollars and Zero Cents (\$473,504.00 – Phase I)**, including allowance-funded services, if authorized by the County, for rendering all of the identified goods and services as indicated in this Scope of Work and “Proposal #23-42: Fee Schedule PHASE I.”

The Consultant shall submit to the County invoices for the fees for those Services rendered. The Consultant shall submit one monthly invoice for all Services performed during invoiced month. The County will make payment in accordance with the Florida Prompt Payment Act upon receipt of a proper invoice.

1.2 Fee Schedule – The specific fees associated with rendering the identified goods and services of each subtask of this Contract, Phase I and Phase II, are provided in the attached table “Proposal #23-42: Fee Schedule.” These lump sum fees include all travel and direct costs associated with the work described in the Proposal.

Proposal #23-42: Rev. 6 Fee Schedule PHASE I

SJC 23-42 FEMA Category B Emergency Berms 17-Apr-23
Coastal Engineering Services - truck haul project
phase I \$ 473,504.00

PHASE I		
Task #	Description	Amount (\$)*
1.0	PRE-PROJECT COMMUNICATIONS & PERMITTING COORDINATION	\$ 289,912.00
2.0	CONTRACT DOCUMENTS/BIDDING - Upland Source Truck Haul	\$ 183,592.00

*Phase I values are dependent upon construction schedule and quantities

Olsen Associates, Inc.

2023-2024 Billing Rates & Key Personnel

Position	Name	\$ rate/hr
Principal	Albert E. Browder, Ph.D., P.E.	\$ 226
Principal	Christopher G. Creed, P.E.	\$ 226
Principal	Kevin R. Bodge, Ph.D., P.E.	\$ 226
Principal Technical Advisor	Erik J. Olsen, P.E.	\$ 226
Senior Engineer	Steven C. Howard, P.E.	\$ 170
Senior Engineer	William A. Hobensack, P.E.	\$ 170
Coastal Engineer III	Krista J. Egan, P.E.	\$ 119
Coastal Engineer II	Zachary N. Bedell, E.I.	\$ 114
Coastal Engineer I	Benjamin Gross, E.I.	\$ 114
Coastal Engineer I	Sergio A. Pena, E.I.	\$ 105
Coastal Engineer I	Luis Valderrama, E.I.	\$ 105
Draftsman/Designer (CADD)	Michael J. Lawson	\$ 89
Administrative Assistant	Heather D. Kalka	\$ 94

Prepared for: St. Johns County, FL
Project: RFQ 23-42

27-Mar-23

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

PHASE I: ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

OAI and subcontractors

PHASE I \$ 473,504.00

EXHIBIT B
18-Apr-23
rev. 6

Task 1.0 PRE-PROJECT COMMUNICATIONS, PERMITTING COORD, GT/Marine Turtle MANAGEMENT Subtotal \$ 289,912.00

DIRECT LABOR										
LABOR CATEGORY	ADMIN/ MGMT	PRE-PRJ PERMITTING COORD.	MEETINGS					TOTAL HOURS	2023 RATE	COST
Principal Engineer	40	32	8					80	\$ 226	\$ 18,080.00
Senior Engineer		16						16	\$ 170	\$ 2,720.00
Coastal Engineer III		24	12					36	\$ 119	\$ 4,284.00
Coastal Engineer II								0	\$ 114	\$ -
Coastal Engineer I		40	4					44	\$ 105	\$ 4,620.00
Draftsman/Designer (CADD)		8						8	\$ 89	\$ 712.00
Administrative Assistant	40	8						48	\$ 94	\$ 4,512.00
SUBTOTAL DIRECT LABOR:										\$ 34,928.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG (turtles -pre-con)	\$ 55,958.00
LG2 (Phase I GT mgmt)	\$ 199,026.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 254,984.00

Task 2.0 CONTRACT DOCUMENTS/BIDDING - Upland Source Truck Haul Subtotal \$ 183,592.00

DIRECT LABOR										
LABOR CATEGORY	ADMIN/ MGMT	DESIGN	DOC. PREP / QA/QC	BID PERIOD MEETINGS	BID CRSP. QA/QC	BIDDING / NEGOT.		TOTAL HOURS	2023 RATE	COST
Principal Engineer	12	40	16	8	16	8		100	\$ 226	\$ 22,600.00
Senior Engineer		8						8	\$ 170	\$ 1,360.00
Coastal Engineer III		40	40	4	24	8		116	\$ 119	\$ 13,804.00
Coastal Engineer II		80	40					120	\$ 114	\$ 13,680.00
Coastal Engineer I		120	120	4	40			284	\$ 105	\$ 29,820.00
Draftsman/Designer (CADD)		80	120					200	\$ 89	\$ 17,800.00
Administrative Assistant	4		8					12	\$ 94	\$ 1,128.00
SUBTOTAL DIRECT LABOR:										\$ 100,192.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc (bndries Phase I)	\$ 83,400.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 83,400.00

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

ARC SURVEYING & MAPPING

Total \$ 317,790.00

Phase I \$ 83,400.00

Phase II \$ 234,390.00

Phase III \$ -

all dependent upon OAI S-N construction schedule REVISION from 29March2023

	Drone Surveys		Phase II			
	Phase I Pre-con	Phase II Post	cond. Checks	# varies		
TOTAL	\$ 40,800.00	\$ 32,640.00	\$ 127,200.00			
SH	\$ 5,300.00	\$ 4,240.00	\$ 4,240.00		1	weekly surveys
Crescent	\$ 8,250.00	\$ 6,600.00	\$ 25,440.00		6	weekly surveys
Butler	\$ 8,250.00	\$ 6,600.00	\$ 29,680.00		7	weekly surveys
Vilano	\$ -	\$ -	\$ -			
SPVB II	\$ 6,475.00	\$ 5,180.00	\$ 25,440.00		6	weekly surveys
SPB I	\$ 2,775.00	\$ 2,220.00	\$ 4,240.00		1	weekly surveys
PVB II	\$ 4,875.00	\$ 3,900.00	\$ 16,960.00		4	weekly surveys
PVB I	\$ 4,875.00	\$ 3,900.00	\$ 21,200.00		5	weekly surveys

Property Line Staking Allowance

Phase I - pre-con	per parcel	parcels	subtotal
SH	\$ 1,065.00	9	\$ 9,585.00
Crescent	\$ 1,065.00	17	\$ 18,105.00
Butler	\$ 1,065.00	14	\$ 14,910.00
Vilano	\$ 1,065.00	0	0 \$ 42,600.00

Phase II

SPVB II	\$ 1,065.00	33	\$ 35,145.00
SPB I	\$ 1,065.00	19	\$ 20,235.00
PVB II	\$ 1,065.00	5	\$ 5,325.00
PVB I	\$ 1,065.00	13	\$ 13,845.00
			\$ 74,550.00

Drone flights		
Drone Survey Day Rate	\$ 4,240.00	can cover about 3 miles each
	Phase I PRE-con	POST-con
Summer Haven	\$ 5,300.00	\$ 4,240.00
Crescent	\$ 8,250.00	\$ 6,600.00
Butler	\$ 8,250.00	\$ 6,600.00
Vilano	\$ -	\$ -
S. PVB (I&II)	\$ 9,250.00	\$ 7,400.00
Ponte Vedra Beach (I & II)	\$ 9,750.00	\$ 7,800.00

April 14, 2023

Mr. Al Browder, Ph.D., P.E.
Olsen Associates
2618 Herschel Street
Jacksonville, FL 32204
Phone: (904) 387-6114
Email: abrowder@olsen-associates.com



Arc Surveying & Mapping, Inc.
5202 San Juan Avenue
Jacksonville, Florida 32210

Re: St. Johns Count Berm Restoration
Surveying Services
St Johns County, Florida

Arc Surveying & Mapping, Inc. (Arc) is providing a proposal for acquisition of topographic survey data and property parcel boundary locations along portions of coastal shoreline located in St. Johns County, Florida.

1. **General Scope:** Arc will provide all equipment and labor resources necessary to acquire UAV LIDAR topographic data and property parcel boundary locations. All data submittals will be provided in the requested formats and meet client requirements.
 - 1.1. **Project Datum:** The Horizontal project datum will be based on the East Zone of Florida (0901) and referenced to the North American Adjustment of 83/90 (NAD83/90). The Vertical project datum will be referenced to the National American Vertical Datum adjustment of 1988 (NAVD88/2011). The units of measurement will be U.S. Survey Foot.
2. **Field Acquisition Task:**
 - 2.1. **LIDAR Topographic Component:** Upland LiDAR topographic data acquisition will be performed along each segment of the survey limits as defined in the request. Corridor data will be performed at a width to capture the shoreline and extend to the edge of water at a low tidal condition. LiDAR acquisition will include a point density of not less than 25 points per square meter to support a complete digital terrain model of the existing conditions. In addition, high resolution digital aerial photography will be acquired suitable for production of three-inch pixel resolution and adequate to assure successful production of accurate ortho digital imagery.
 - 2.2. **Property Parcel Surveying Services and Property Line Stake-out:** As defined by client, individual property parcels will be identified to include property boundary research, field surveying and determination of the location of parcel property lines. In addition, those properties will include the field identification and field marking of property line limits within the beach dune construction footprint.
3. **Deliverables:**
 - 3.1. **Topographic Digital Products:**
 - 3.1.1. ASCII files containing raw x, y, and z ground classification data points derived from LIDAR in LAZ format.
 - 3.1.2. Digital Terrain Surface (DTM) with contours in XML format.
 - 3.1.3. ASCII files containing x, y, and z data points for each historic profile and baseline stationing.
 - 3.1.4. Digital orthometric photography (ECW, .TIF, or .SID format).
 - 3.1.5. Pre and Post Surveys FDEP Document Submittal (i.e., Surveyors Reports, Control Report, DEP Range File)
 - 3.2. **Property Parcel Boundaries:**
 - 3.2.1. Mapping base map of individual parcel boundary determinations and locations.
4. **Fee Schedule UAV Topographic Surveys:**
 - 4.1. **Pre-Construction Beach Segments:**
 - 4.1.1. Ponte Vedra Beach (Seg. I and II): \$9,750
 - 4.1.2. S. Ponte Vedra Beach (Seg. I and II): \$9,250
 - 4.1.3. Vilano Beach: \$6,400
 - 4.1.4. Butler Beach: \$8,250
 - 4.1.5. Crescent Beach: \$8,250
 - 4.1.6. Summer Haven: \$5,300

4.2. Post-Construction Beach Segments:

- 4.2.1. Ponte Vedra Beach (Seg. I and II): \$7,800
- 4.2.2. S. Ponte Vedra Beach (Seg. I and II): \$7,400
- 4.2.3. Vilano Beach: \$5,120
- 4.2.4. Butler Beach: \$6,600
- 4.2.5. Crescent Beach: \$6,600
- 4.2.6. Summer Haven: \$4,240

4.3. Day Rate for UAV LIDAR - acquisition, LIDAR processing, and submittal of LAS and XYZ files (approximately 3-miles of corridor acquisition): \$4,240 (Initial estimate to include 30 or more UAV mapping events)

5. Fee Schedule Property Parcel Boundary Line Survey and Construction limit Stake-out:

- 5.1. Ponte Vedra Beach I (13 parcels): \$13,845
- 5.2. Ponte Vedra Beach II (5 parcels): \$5,325
- 5.3. S. Ponte Vedra Beach I (19 parcels): \$20,235
- 5.4. S. Ponte Vedra Beach II (33 parcels): \$35,142
- 5.5. Butler Beach (14 parcels): \$14,910
- 5.6. Crescent Beach (17 parcels): \$18,105
- 5.7. Summer Haven (9 parcels): \$9,585

Arc Surveying and Mapping, Inc. appreciates the opportunity to work with you on this project and is available to answer any questions or concerns you may have.

Sincerely,

Richard J. Sawyer

Richard J. Sawyer, PSM, CH

Accepted By: _____ Date: _____
For: Olsen Associates, Inc.



Arc Surveying & Mapping, Inc.
 5202 San Juan Avenue
 Jacksonville, FL 32210
 (904) 384-8377

Surveying Services Rate Sheet

Hydrographic – Topographic – LiDAR / Laser Scanning Survey Field Day Rates				
Personnel	Single Beam Hydrographic Crew	Multibeam Hydrographic Crew	Topographic Crew	UAV LiDAR / Laser Scanning Crew
*Field Crew Day Rate (2-man crew)	*\$1,850	*\$2,501	*\$1,387	*\$2,163.00
<i>*Note: Day Rates are based on an 8-hour day</i>				
Hydrographic – Topographic – LiDAR / Laser Scanning Filed Hourly Rates				
Personnel	Single Beam Hydrographic Crew	Multibeam Hydrographic Crew	Topographic Crew	UAV LiDAR / Laser Scanning Crew
Field Crew Day Rate (2-man crew)	\$231.25	\$312.68	\$173.41	\$270.39

CADD Mapping/Professional Surveyor/Clerical Services	
Survey Tech / CADD Mapping	\$87.10
Professional Licensed Surveyor	\$169.79
Clerical	\$70.90

SJC 23-42 FEMA Cat B Emergency Berms

Construction year \$ 454,824.67

RFQ 23-42 Coastal Engineering Services

Phase I \$ 55,958.00

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

Phase II - OAI responsibility \$ 232,566.67

Coastal Conservation Group, LLC

Phase II Contractor responsibility \$ 166,300.00

all dependent upon OAI S-N construction schedule REVISION from 29March2023

**St. Johns County, FL
FEMA Category B Emergency Berms Project**

CONSTRUCTION YEAR	
Apr/May '23	Apr/May '24

SUMMER HAVEN - pre-Contractor	prj. mon. wks>	7	cnstr weeks>>	0		
	Unit Price	unit	hr/wk	Total Units	Total	
Environmental Team Lead	\$ 125.00	hr	8	56	\$ 7,000.00	PRE-CONTRACTOR NTP
Asst. Team Lead	\$ 75.00	hr	6	42	\$ 3,150.00	
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0.0556	\$ 2,111.00	
MTPH Team	\$ 150.00	day	--	49	\$ 7,350.00	
MT nest reloc	\$ 125.00	unit reloc	--	2	\$ 250.00	
MT Reports	\$ 10,000.00	report	--	0	\$ -	
Scarp Surveys	\$ 150.00	weekly survey	--	0	\$ -	
Shorebird Team	\$ 200.00	day	--	0	\$ -	
Shorebird Report	\$ 8,000.00	report	--	0	\$ -	
Segment Subtotal:					\$ 19,861.00	

CRESCENT BEACH - pre-Contractor	prj. mon. wks>	7	cnstr weeks>>	0		
	Unit Price	unit	hr/wk	Total Units	Total	
Environmental Team Lead	\$ 125.00	hr	8	56	\$ 7,000.00	PRE-CONTRACTOR NTP
Asst. Team Lead	\$ 75.00	hr	6	42	\$ 3,150.00	
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0.0556	\$ 2,111.00	
MTPH Team	\$ 150.00	day	--	49	\$ 7,350.00	
MT nest reloc	\$ 125.00	unit reloc	--	10	\$ 1,250.00	
MT Reports	\$ 10,000.00	report	--	0	\$ -	
Scarp Surveys	\$ 150.00	weekly survey	--	0	\$ -	
Shorebird Team	\$ 200.00	day	--	0	\$ -	
Shorebird Report	\$ 8,000.00	report	--	0	\$ -	
Segment Subtotal:					\$ 20,861.00	

BUTLER BEACH - pre-Contractor	prj. mon. wks>	5	cnstr weeks>>	0		
	Unit Price	unit	hr/wk	Total Units	Total	
Environmental Team Lead	\$ 125.00	hr	8	40	\$ 5,000.00	PRE-CONTRACTOR NTP
Asst. Team Lead	\$ 75.00	hr	6	30	\$ 2,250.00	
Direct Survey Costs (UTV, etc.)	\$ 38,000.00	year	--	0.0556	\$ 2,111.00	
MTPH Team	\$ 150.00	day	--	35	\$ 5,250.00	
MT nest reloc	\$ 125.00	unit reloc	--	5	\$ 625.00	
MT Reports	\$ 10,000.00	report	--	0	\$ -	
Scarp Surveys	\$ 150.00	weekly survey	--	0	\$ -	
Shorebird Team	\$ 200.00	day	--	0	\$ -	
Shorebird Report	\$ 8,000.00	report	--	0	\$ -	
Segment Subtotal:					\$ 15,236.00	

Coastal Conservation Group, LLC

3600 Crazy Horse Trail

St Augustine FL, 32086

904.505.4052

2023 Labor Rates

Coastal Conservation Group Rate Sheet

Service	Per Hour	Per Day
Environmental Team Lead	125.00	-
Asst Team Lead	75.00	-
Shorebird Survey*	-	200.00
Wintering Shorebird Survey* (2x/month)	-	200.00
Escarpment Survey (1x/week)*	-	200.00

*per defined beach segment or designated marine turtle permit holder (segment lengths vary)

St Johns County Marine Turtle Permit Holder Rate Sheet

(Effective: 04/15/2023)

Service	Per Day	Per Nest
Marine turtle monitoring*	\$150.00	-
Post construction monitoring*	\$150.00	-
Nest Relocation	-	\$125.00

*per permit holder or beach segment (segment lengths vary)

Robert Fraser

Robert Fraser, President

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

LG2 Environmental

\$ 795,801.25

Phase I \$ **199,026.00**

Phase II - Contractor Responsibility \$ 596,775.25

ONLY THE GOPHER TORTOISE STUFF

PHASE I

PHASE I: PROJECT ADMIN					
	Unit Price	units	hr/wk	Total Units	Total
GT Manager	\$ 120.00	hr	2	125	\$ 15,000.00
					\$ 15,000.00

Initial Surveys/Permits/relo's					
	Unit Price	units	hr/wk	Total Units	Total
GT Manager	\$ 120.00	Hr	--	40	\$ 4,800.00
GT Burrow Survey - all sgmnts	\$ 750.00	mile	--	14	\$ 10,500.00
GT Permit App	\$ 4,448.00	Unit	--	1	\$ 4,448.00
FWC Fee	\$ 26,559.00	Unit Fee 80 relo's	--	1	\$ 26,559.00
GT Mech Reloc (≤ 10 brws)	\$ 4,429.75	Unit	--	4	\$ 17,719.00
GT Recipient Site Fee	\$ 6,000.00	Unit	--	20	\$ 120,000.00
				Segment Subtotal:	\$ 184,026.00



LG2 Environmental Solutions, Inc.
A Sustainment and Restoration Services Company
10475 Fortune Parkway, Suite 201
Jacksonville, FL 32256
(904) 363-1686
www.lg2es.com

2023 Labor Rates

PART I - LABOR	Billing Rate
Principal / Program Manager	\$ 165.00
Senior EHS Compliance / Senior Engineer (PE) / Senior Geologist (PG)	\$ 140.00
Senior Scientist / Project Manager	\$ 120.00
Mid-Level Scientist / Engineer	\$ 90.00
GIS Manager	\$ 85.00
Junior Scientist	\$ 70.00
Archaeologist	\$ 65.00
GIS Technician	\$ 65.00
Archaeologist Technician / Environmental Technician / CAD	\$ 55.00
Clerical / Reports Specialist	\$ 45.00

Exhibit "A"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

The following FEMA Public Assistance Program Required Contract Clauses ("Exhibit B") is hereby incorporated by reference into the Master Contract referenced above, and also serves to incorporate the required contract provisions as provided in Appendix II to 2 C.F.R. Part 200. Exhibit B includes contract clauses that amend, delete, or modify provisions of the Master Contract. All contract clauses that are not so amended, deleted, or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit, and other contract clauses set forth in the Master Contract, the contract clauses of this Exhibit shall govern. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the Master Contract.

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

4. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County,

the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18:
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

8. Procurement of Recovered Materials.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Fraud and False or Fraudulent or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Prohibition on certain telecommunications and video surveillance services or equipment.

The parties to this Contract agree to comply with the requirements of 2 C.F.R. Part 200.216, which prohibits the procurement, purchase, or contract for certain telecommunications, video

surveillance services, equipment, or systems as described in Public Law 115-232, section 889, produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company, or any subsidiary or affiliate of such entities.

14. Compliance with Domestic Preferences.

As appropriate and to the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), in accordance with 2 C.F.R. Part 200.322. "Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Contractor further agrees to include a provision requiring compliance with such domestic preferences in its lower tier covered transactions.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

- 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

St. Johns County
Attn: Damon Douglas
2750 Industry Center Rd.
St. Augustine, FL 32084
ddouglas@sicfl.us

AGENT:

Taylor Engineering, Inc.
Attn: Kenneth Craig, P.E.
10199 Southside Blvd. Suite 310
Jacksonville, FL 32256
kcraig@taylorengineering.com

PERMIT INFORMATION:

Permit Number: 0340616-003-JC

Project Name: South Ponte Vedra Beach
Restoration

County: St. Johns

Issuance Date: September 18, 2020

Expiration Date: September 18, 2035

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161, which includes considerations of the provisions contained in 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 restore and maintain a 5.5- mile long segment of critically eroded beach using beach compatible material obtained from Site N-3, an offshore borrow area.

The beach placement template includes a dune and a berm feature. The dune crest is 15 feet wide with a variable height (14 feet to 16 feet- NAVD) based on existing conditions throughout the project area. Where the dune cannot tie into an existing seawall or dune, the fill will slope landward 1V:4H to the existing grade. The berm is predominantly 30 feet wide, but extends to 40 feet at the south end to allow more flexibility for tying in with the federal project,

with variable height (10 feet to 12 feet NAVD). The fill will slope waterward 1V: 10H to the existing grade.

PROJECT LOCATION:

The beach placement area extends from Department Range Monument (R)-76 to R-103.5 and includes a taper on the south end of the project tying it into the adjacent Vilano Beach project. The placement area is located in St. Johns County, Section 6, 7, 17, 18, 20, Township 6 South, Range 30 East; and Section 30 and 31, Township 5 South, Range 30 East in Class III Waters of the Atlantic Ocean. The Guana River Park Aquatic Preserve (GRPAP), located within the Guana-Tolomato-Matanzas National Estuarine Research Reserve (GTMNERR), encompasses most of the placement area from R-76 to just south of R-100. The offshore borrow site (N-3) is located approximately 8 miles offshore the project area in federal waters.

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 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

The Department has also determined that the sand 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.

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 that is outlined in the Project Description and Project Location of this permit and as 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, General Consent Conditions. Specific Conditions and attached Plans, 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 project description, permit drawings, 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 Rule 62B-49.008, F.A.C.
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 Department 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; and, 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 or 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. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
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.
9. At least 48 hours prior to commencement of activity authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, 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 any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that

could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, 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 as-built drawings electronically submitted to the Department, by email at JCPCCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
9. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS:

1. Pursuant to Chapter 161.141, F.S., prior to construction of the beach restoration, the Board of Trustees must establish the line of mean high water for any area affected by this project that does not already have an Erosion Control Line (ECL). This is required to establish the boundary line between sovereignty lands of the state bordering on the Atlantic Ocean and the upland properties. No work shall commence until the Erosion Control Line has been established to the satisfaction of the Department and recorded in the public records of the county in which the project is located.
2. Unless otherwise specified in the specific conditions of this permit all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

Department of Environmental Protection
Office of Resilience and Coastal Protection
Attn: JCP Compliance Officer
2600 Blair Stone Road, Mail Station 3544
Tallahassee, FL 32399-2400
3. 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. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or hardbottom is also prohibited.

4. 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.
5. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 45 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. An electronic copy of detailed *final construction plans and specifications* for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall also be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.
 - b. Documentation that the *Erosion Control Line* has been executed and recorded in the County Records.
 - c. **Turbidity Monitoring:** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by an independent third party with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when turbidity generating activities are occurring. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit.

- i. **Qualifications** The names, credentials (demonstrating experience and qualifications) and 24-hour contact information of those individuals performing these functions;
 - ii. A **Scope of Work** for the turbidity monitoring to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;
 - iii. **Draft turbidity sampling map.** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of biological resources and/or OFW (pursuant to Specific Condition 27i):
 - iv. Prior to the second event authorized under this permit, and each subsequent event, the results of the intermediate turbidity monitoring shall be evaluated and provided to the Department. If the results indicate that the project can be built using a smaller mixing zone, this adjustment shall be made through an administrative modification to the permit prior to commencement of construction.
- d. The approved **Physical Monitoring Plan**. *Note:* Any updates and/or changes to the approved Physical Monitoring Plan are subject to review and approval via a permit modification by the Department.
 - e. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinion (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, the Notice to Proceed may be withheld if it is determined that the permit requires a modification to include those additional conditions.
 - f. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 8 through 24. This documentation shall include the following:
 - i. **Marine Turtle Protection:** A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.

- ii. *Shorebird Protection*: A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes

- g. For construction events where dune planting will occur, a detailed **Dune Planting Plan** that outlines the plant species, spacing of planting units, monitoring details and any other relevant information, shall be submitted.

- h. **Pre-Construction Conference**. After all items required by a through g above have been submitted to the Department, 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, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) 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 constructions, the Permittee is advised to contact the Department, and the other agency representatives listed below:

JCP Compliance Officer
e-mail: JCPCCompliance@dep.state.fl.us

FWC, Imperiled Species Management Section
Section e-mail: marineturtle@myfwc.com

FWC Regional Biologist
See [Contact list](#) for phone numbers
(<http://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts>)

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 of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC indicating the actual start date and the expected completion date to marineturtle@myfwc.com. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

6. When discharging slurried sand onto the beach from a pipeline, the Permittee shall employ best management practices (BMPs) to reduce turbidity. At a minimum, these BMPs shall include the following:
 - a. Use of shore-parallel sand dike to promote settlement of suspended sediment on the beach before return water from the dredged discharge reenters the Atlantic Ocean; and
 - b. The pipeline discharge location shall be a minimum of 50 feet landward from open water. If 50 feet is not attainable due to a narrow beach berm, the pipeline discharge location shall be placed as far landward on the beach berm as possible without disturbing the dune.

7. Sediment quality shall be assessed as outlined in the approved Sediment QA/QC Plan, dated April 2020. Placement of material that is not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing results shall be submitted to the Department within 90 days following the completion of beach construction. The following requirements are included in the Sediment QA/QC Plan:
 - a. If, during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will 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 QA/QC 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.
 - c. 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.

SPECIFIC CONDITIONS – Fish and Wildlife

8. **In-water Activity.** The Permittee shall adhere to the following requirements for all in-water activity:
- a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection 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 project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
 - d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
 - e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com.
 - f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs,

which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters – Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations. All signs shall be removed by the Permittee upon completion of the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@myFWC.com.

9. **Hopper Dredging.** If a hopper dredge is used for this project, the following requirements shall be met:
 - a. Handling of captured marine turtles during hopper dredging activities shall be conducted only by persons with prior experience and training in these activities, and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C. The Permittee shall forward documentation of these qualifications to FWC for review, as required in Specific Condition 5.
 - b. In order to minimize impingement or entrainment of marine turtles within the water column, dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom. This precaution is especially important during the cleanup phase of dredging operations.
 - c. A state-of-the-art rigid deflector draghead shall always be used on all hopper dredges.
 - d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified of the start-up and completion of hopper dredging operations at 1-904-573-3930 or via e-mail at Allen.Foley@myfwc.com. If a marine turtle is captured or marine turtle parts are recovered, the STSSN shall be contacted at seaturtlestranding@myfwc.com.
10. **Trawling.** If relocation trawling or non-capture trawling for marine turtles is required as per applicable NMFS Biological Opinions and Incidental Take authorizations, the following is required:
 - a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from FWC prior to trawling.
 - b. The Permittee or their contractor shall e-mail (MTP@MyFWC.com) reports to the FWC's Imperiled Species Management 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, their general health, and release information. A summary of all trawling activity (including non-capture trawling) shall be submitted to MTP@myfwc.com by January 15 of the following year, or

at the end of the project. The summary shall be recorded/documented on the FWC-provided Excel spreadsheet (available at <http://myfwc.com/media/33168/Trawl-Report-Template.pdf>), and shall list all turtles captured in Florida waters, the measurements of all captured turtles, the location of captures (latitude and longitude in decimal degrees), the location of tow start-stop points (latitude and longitude in decimal degrees), and times for the start- stop points of the tows (including tows when no turtles are captured).

11. **North Atlantic Right Whales.** The offshore borrow area, located in federal waters, is within a seasonal management area, defined by the National Oceanic and Atmospheric Administration (NOAA) between November 15, and April 15. Vessels in the area, between the dates above, should operate consistent with all federal regulations.
12. **Construction Area Project Lighting.**

During the marine turtle nesting season (May 1 through October 31), direct lighting of the beach and nearshore waters shall be limited to the immediate area of active construction.

Lighting on offshore and onshore equipment shall be minimized by reducing the number of fixtures, shielding, lowering the height and appropriately placing fixtures to avoid excessive illumination of the water's surface and nesting beach. The intensity of lighting shall be reduced to the minimum standard required for general construction area safety. Shields shall be affixed to the light housing on dredge and on land-based lights and shall be large enough to block lamp light from being transmitted outside the construction area or to the adjacent marine turtle nesting beach. (Figure 1 below).

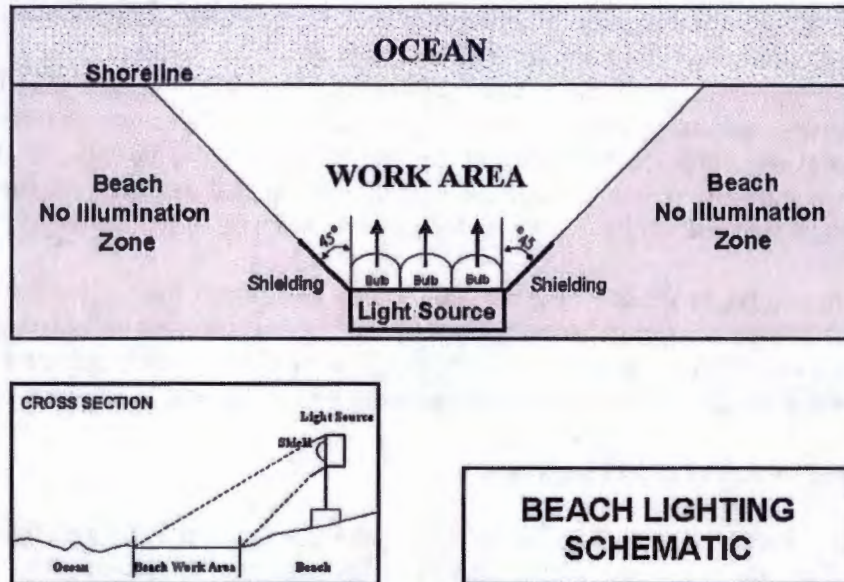


Figure 1

13. **Wildlife Conditions for All Beach Related Activities.** The Permittee shall adhere to the following requirements for all beach-related activities during marine turtle and shorebird nesting/breeding seasons March 1 through October 31.

a. **Beach Maintenance:**

- i. The Permittee shall require their contractor and protected species monitors to inspect all work areas that have excavations and temporary alterations of beach topography each day, to determine which areas have deviations (such as depressions, ruts, holes and vehicle tracks) capable of trapping flightless shorebird chicks or marine turtle hatchlings. If so, the deviations shall be filled or leveled from the natural beach profile prior to 9:00 p.m. each day. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled.
- ii. All debris, including derelict construction or coastal armoring material, concrete and metal, found on the beach placement site, shall be removed from the beach to the maximum extent practicable prior to any placement of fill material. If debris removal activities will take place during protected species nesting seasons, the work shall be conducted during daylight hours only, and shall not commence until completion of daily monitoring surveys.

b. Equipment Storage and Placement.

- i. Staging areas and temporary storage for construction equipment and pipes shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and FWC prior to beginning of construction. All construction pipes that are in use 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.
- ii. If it is necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season. If such placement is not feasible for the project, FWC's Regional Biologist shall be contacted for alternative measures. See contacts available at <http://myfwc.com/conservation/youconserve/wildlife/shorebirds/contacts>.

- c. **Beach Driving.** All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at speeds less than 6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid injury and disturbance to these species. *Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 24.*

14. Marine Turtle Protection Conditions.

Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

- a. Daily early morning marine turtle nest surveys shall start at the beginning of marine turtle nesting season (May 1). Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier.

- b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence outside the designated overnight work zone until completion of the marine turtle survey each day.
 - c. The Permittee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@myfwc.com.
 - d. Only those nests laid in the area where sand placement will occur shall be relocated, and nest relocation shall cease after the sand placement is completed. Nests requiring relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss; or illumination by artificial lighting.
 - e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on-beach markers at the nest site to establish a minimum 5-foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on-beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that 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. **Fill Restrictions.** During the marine turtle nesting season, the contractor shall not advance the beach fill more than 500 feet along the shoreline between dusk and the following day, until the daily nesting survey is completed, and the beach has been cleared for fill advancement. If the 500-foot advancement limitation is not feasible for the project, an alternative distance shall be established during the preconstruction meeting, if a distance can be agreed upon in consultation with FWC. If the work area is extended, nighttime nesting surveys are required, and a Marine Turtle Permit Holder is required to be present on-site to ensure that no nesting and hatching marine turtles are present. If any nesting turtles are sighted on the beach within the immediate construction area, activities shall cease immediately until the turtle has returned to the water and the Marine Turtle Permit Holder responsible for nest monitoring has relocated the nest.

16. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying FWC Wildlife Alert at 1-888- 404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, 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.
17. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first-year sand placement (out-year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.
 - a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post-construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol:
 - i. 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).
 - ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). 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 shall include all 18 values for each transect line, and the final 6 averaged compaction values.
 - iii. 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 the Permittee shall consult with the FWC to determine if tilling is required. A request

for a tilling waiver based on these compaction values shall be submitted to the FWC at marineturtle@myfwc.com.

- b. **Tilling Requirements.** If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol:
- i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been left in place or relocated.
 - ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling.
 - iii. Tilling shall occur landward of the wrack line and shall avoid all naturally vegetated areas that are at least 3 square feet in size, as well as any planted areas that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high-water line and the mean low water line shall be maintained to approximate natural slopes.
- c. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows:
- i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be reported relative to R- monument location to FWC at marineturtle@myfwc.com, with a copy sent to the JCP Compliance Officer.
 - ii. If weekly surveys during the marine turtle nesting season document escarpments that exceed 18 inches in height for a distance of at least 100 feet and have persisted for more than two weeks, the FWC shall be contacted immediately to determine the appropriate action to be taken. The Permittee shall provide locations and measurements of the escarpments to the closest R monument as well as the coordinates for the location of marine turtle nests located within 20 feet of the escarpments (latitude and longitude in decimal degrees), with photographs

when possible. Upon written notification by FWC that the escarpment needs to be leveled, the Permittee shall level the escarpment. If nests are located nearby, to minimize impacts to any existing nest the Permittee shall also coordinate with the marine turtle permit holder prior to leveling the escarpments. An annual summary of escarpment surveys and actions taken shall be submitted electronically to FWC (marineturtle@myfwc.com) by December 31 of each year.

Note for Shorebird Protection: If compaction sampling, tilling or escarpment removal occurs during shorebird breeding season, the Shorebird Conditions (including surveys) included in this authorization shall be followed. No heavy equipment shall operate, and no compaction sampling or tilling shall occur within 300 feet of any shorebird nest. If flightless shorebird chicks are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that no heavy equipment operates within 300 feet of the flightless young or within a site-specific corridor established per Specific Condition 24. It is the responsibility of the Permittee to ensure that their contractors avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present.

18. **Dune Planting Conditions.** Planting of dune vegetation is encouraged outside of marine turtle nesting season. However, planting activities may occur during the marine turtle nesting season March 1 through October 31 under the following conditions:
- a. It is the responsibility of the Permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. All nest surveys and activities involving marine turtles shall be conducted only by persons with a valid FWC permit issued pursuant to Florida Administrative Code 68E-1. For information regarding marine turtle permit holders, contact the FWC at MTP@myfwc.com.
 - b. Marine turtle nest surveys shall be initiated at the beginning of the nesting season or 65 days prior to installation of plants (whichever is later). Surveys shall continue until completion of the project or through September 15 (whichever is earliest). Surveys shall be conducted throughout the project area and all beach access sites.
 - c. Any nests deposited in the area shall be left in place. The marine turtle permit holder shall install an on-beach marker at any nest site and a secondary marker located at a point as far landward as possible to ensure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and survey ribbon or string shall be installed to establish an area of 3 feet radius surrounding the nest. No planting or other activity shall occur within this area nor shall any activity occur which might cause indirect impacts within this area. Nest sites shall be inspected daily to ensure nest markers have not been removed.

- d. The use of heavy equipment (including vehicles such as trucks) is not authorized in marine turtle nesting habitat. A lightweight (ATV style) vehicle, with tire pressures of 10 p.s.i. or less can operate on the beach if required.
 - e. Any vegetation planting shall be installed by hand labor/tools only.
 - f. All activity shall be confined to daylight hours and shall not occur prior to the completion of all necessary marine turtle surveys and conservation activities within the project area. Nighttime storage of equipment or materials shall be off the beach.
 - g. In the event a nest is disturbed or uncovered during planting activity, the Permittee shall cease all work and immediately contact the marine turtle permit holder responsible for marine turtle conservation measures within the project area. If a nest(s) cannot be safely avoided during construction, all activity within the affected project area shall be delayed until complete hatching and emergence of the nest.
 - h. All planting related activities must avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season dates (May 1 through October 31). Any impacts to nests or marine turtles that inadvertently occur shall be immediately reported the Florida Fish and Wildlife Conservation Commission (FWC) at MarineTurtle@myfwc.com, and all work shall stop until authorized to continue by the Department and FWC.
 - i. All irrigation lines for the dune restoration planting, if proposed, will be temporarily installed along the landward side of the dune only and will be removed once the plants have become established. Any watering necessary along the seaward side of the dune will be done by hand on an "as needed" basis.
19. **Post-Construction Lighting Surveys.** The Permittee shall ensure that lighting surveys be conducted from the nourished berm and the following actions taken to address potential adverse impacts expected with artificial lights visible from any dry portion of the newly elevated beach. The surveys shall 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 shall follow standard techniques for such a survey, such as including the number and type of visible lights, location of lights, and photo documentation (see additional techniques as per the 2015 USFWS Statewide Programmatic Biological Opinion).
- a. The first survey shall be conducted between May 1 and May 15 for the first nesting season following construction. For each visible light source, the Permittee shall document that the property owners have been notified and have been provided with recommendations for correcting the light as soon as possible. Recommendations shall

be in accordance with local lighting ordinances. A report summarizing all visible lights and the recommendations for correcting the light shall be forwarded to local code enforcement. If no lighting ordinances exist, the recommendations to the property owners shall be consistent with FWC lighting guidelines, which include no lights or light sources shall be visible from the newly elevated beach. The second survey shall be conducted between July 15 and August 1 to assess any remaining visible lights requiring corrective action.

- b. A summary report of the surveys and what corrective actions or local enforcement actions have been taken shall be submitted to FWC at marineturtle@myfwc.com and copied to JCPCCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted. Upon request by the FWC, the Permittee shall set up and hold a meeting with the those responsible for code enforcement (when applicable), FWC and the USFWS to discuss the report and potential additional corrective action needed, as well as any documented marine turtle disorientations in or adjacent to the project area.

20. **Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions**

- a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with the Table 1 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and FWC.
- b. Data shall be reported and summarized for the nourished areas in accordance with Table 1 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction. Data shall be submitted in electronic format (Excel spreadsheets) which are available upon request from marineturtle@myfwc.com. Reports shall be sent to the FWC Imperiled Species Management section at marineturtle@myfwc.com and copied to JCPCCompliance@dep.state.fl.us. All summaries should be submitted by January 15th of the following year.

Table 1. Marine Turtle Monitoring for Beach Placement of Material

Date	Duration	Variable	Criterion
Nesting Success	Year of in-season construction and two entire nesting seasons post construction, with possible additional year ¹ & 2	Number of nests and non-nesting emergences by day by species	40 percent or greater
Hatching success	Year of in-season construction and one entire nesting season post construction, with possible additional year ¹ & 2	Number of hatchlings by species to hatch from egg	60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success	Year of in-season construction and one entire nesting season post construction, with possible additional year ¹ & 2	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientations	Year of in-season construction and two entire nesting seasons post construction ¹	Number of nests and/or individuals that misorient or disorient	
Nests affected by erosion or inundation	Year of construction and two years post construction if placed sand remains on the beach	Number of nests lost and/or affected, by species	
Lighting Surveys	Two in-season surveys the year following construction; First survey between May 1 and May 15 and second survey between July 15 and August 1 ¹	Number, location and photographs of lights visible from nourished berm, corrective actions recommended, and notifications made	Lighting survey and possible meeting resulting with plan for reduction in lights visible from nourished berm

Date	Duration	Variable	Criterion
Compaction	Three nesting seasons beginning with the year of construction. Not required if the beach is tilled prior to nesting season ¹	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for three years beginning with year of construction ¹	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed
¹ If placed sand remains on the beach ² Additional years may be required if variable does not meet criterion based on previous year			

21. **Shorebird Protection.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.
- a. Shorebird breeding season dates for this project area are **March 1 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).
 - b. Any parts of the project where “project activities” on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. The term “project activities” includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre-construction presence on the beach), whichever is later.
 - c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within

the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist prior to the initiation of construction. Routes shall not be modified without prior notification to FWC.

- d. During the pre-construction and construction activities associated with the project, the Permittee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed **on a daily basis** by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a 300-foot buffer around the site and shall notify the FWC Regional Biologist within 24 hours. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.
- e. The Permittee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that "NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS".

22. Shorebird Monitor Requirements.

- a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.
- b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org> or [Florida Shorebird Database](#)). They shall use the data-collection protocol and implement data entry procedures as outlined in that website.
- c. The Permittee shall submit a list of Bird Monitors, with their contact information

and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist and JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected Bird Monitor(s) meet the required qualifications shall be coordinated between the Permittee and the FWC Regional Biologist. Once approved, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved by FWC to JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:

- i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
 - ii. Have a clear working knowledge of, and adhere to, the *Breeding Bird Protocol for Florida's Seabirds and Shorebirds*.
<https://publictemp.myfwc.com/crossdoi/shorebirds/resources.aspx>
 - iii. Have completed full-length webinars: Route-Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the *Florida Shorebird Database (FSD)* website.
<https://publictemp.myfwc.com/crossdoi/shorebirds/index.aspx>
 - iv. Familiar with [FWC beach driving guidelines](https://myfwc.com/conservation/you- conserve/wild life/beach-driving/).
[\(https://myfwc.com/conservation/you- conserve/wild life/beach-driving/\)](https://myfwc.com/conservation/you- conserve/wild life/beach-driving/).
 - v. Experience posting beach-nesting bird sites, consistent with *Florida Shorebird Alliance (FSA) Guidelines*.
<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>
 - vi. Has registered as a contributor to the FSD.
23. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the [FSD website](#). All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:
- a. Surveys shall be conducted by walking the length of all survey routes and visually

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

- b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist within 24 hours.
24. **Shorebird Buffer Zones and Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:
- a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist.** Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment or vehicular traffic.
 - b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.
 - c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist.
 - d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall

be marked according to FSA Posting Guidelines available at: <http://flshorebirdalliance.org/resources/instructions-manuals.aspx>) with posts, twine and FWC-approved signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter (see example of signage for marking designated buffer zones at <http://myfwc.com/conservation/you-serve/wildlife/shorebirds/>). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist, these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present.** Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.

- e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.
- f. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- g. When flightless chicks are present within or adjacent to travel corridors, construction related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks, while avoiding any impacts to the chicks.
- h. *Notification.* Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist.

Water Quality Monitoring.

25. Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Monitoring for a pipeline dredge shall be conducted 3 times daily, approximately 4 hours apart, and at any other time that there is a likelihood of an exceedance of the turbidity standard, during all sand placement, construction, etc. operations.

Monitoring for a hopper dredge shall be conducted for each hopper dredge load during daylight hours. At the fill placement site, sampling shall be conducted after discharge from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone.

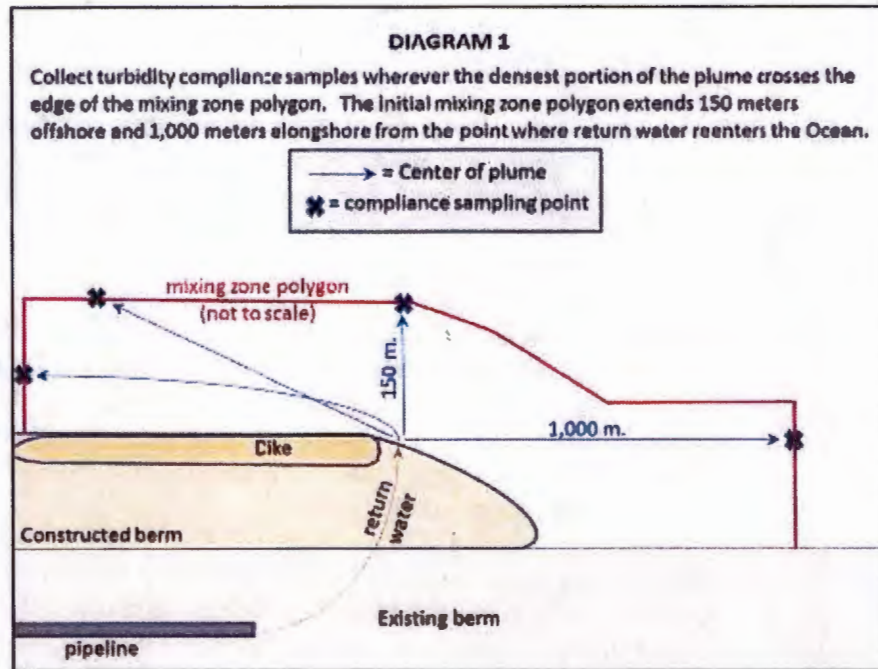
Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: **Background:** Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet). All background sampling shall occur clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Beach Site: Samples shall be collected at least 500 meters up-current from any portion of the beach that has been, or is being, filled during the current construction event, at the same distances offshore as the associated compliance samples.

Compliance: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet).

Beach Site: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures up to 150 meters offshore and up to 1,000 meters alongshore from the point where the return water from the dredged discharge reenters the Atlantic Ocean. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 1.*



Intermediate Monitoring (required when using a mixing zone that exceeds 150 meters in size): Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet), at points approximately 150, 500, and 750 meters down current from the point where the return water from the dredged discharge reenters the Atlantic Ocean (if those points are located inside the mixing zone), within the densest portion of any visible turbidity plume generated by this project. These measurements will be used to calibrate the size of the mixing zone for future events.

Calibration: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity "standards" that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:
<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

Duration of Work within or adjacent to OFW: Turbidity mixing zones associated with dredging activities that extend into an OFW are authorized for the duration of construction, which is expected to be 180 days, pursuant to Rule 62-4.242(2)(a)2.b., F.A.C. Any requests to further extend this time period shall be made to the Department in writing. Approval of extended time may be granted without modification to this Permit, but must be done so in writing.

26. 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 6 NTUs above the corresponding background turbidity levels when the plume extends into OFW, or 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 JCP Compliance Officer via email at JCPCCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Northeast District office.

Any project-associated turbidity source other than dredging or fill placement for beach nourishment (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level exceeds 29 NTUs above background outside of the OFW, or 6 NTUs above background within the OFW, the construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state "OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE".

- a. When reporting a turbidity exceedance, the following information shall also be included:
- i. the Project Name;

- ii. the Permit Number;
 - iii. location and level (NTUs above background) of the turbidity exceedance;
 - iv. the time and date that the exceedance occurred; and
 - v. the time and date that construction ceased.
- b. Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the "Exceedance Report", plus the following information:
- i. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
 - ii. corrective measures that were taken; and
 - iii. cause of the exceedance.
27. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (29 NTUs above background outside of the OFW or 6 NTUs above background within the OFW) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:
- a. time of day samples were taken;
 - b. dates of sampling and analysis;
 - c. GPS location of sample and source. *When possible, coordinates should be provided in decimal degrees with a 5 decimal level of precision (i.e., 0.000001). Please also indicate the datum;*
 - d. depth of water body;
 - e. depth of each sample;
 - f. antecedent weather conditions, including wind direction and velocity;
 - g. tidal stage and direction of flow;

- h. water temperature;
- i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction;
- j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
- k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
- l. 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 Department's JCP Compliance Officer. 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's JCP Compliance Officer, 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. 0340616-003-JC."**

28. Physical Monitoring :

The Physical Monitoring Plan received by the Department (Application Attachment J) dated December 2019 is hereby incorporated by reference. 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 via a permit modification. 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.

If the collection of profile surveys were to be conducted as part of the county-wide monitoring program or for the federally-authorized South Ponte Vedra and Vilano Beach Coastal Storm Risk Management Project or the St. Johns County Shore Protection Project, there would be no need to duplicate the monitoring effort. Those county-generated profile surveys would be acceptable in meeting this specific physical monitoring requirement, provided they satisfy the general requirements specified below in subitem (a).

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

- a. The Permittee shall conduct topographic and bathymetric profile surveys of the beach and offshore within 90 days prior to commencement of construction and within 60 days following completion of project construction. Thereafter, monitoring surveys shall be conducted annually for a period of three (3) years, then biannually until the next beach nourishment event or the expiration of the project design life, whichever occurs first. A pre-construction survey of the project area to receive beach fill may use surveys conducted for purposes of construction bidding, contracting or construction management. The post-construction survey of the beach fill may use surveys and other information collected periodically during construction for purposes of construction management and payment. Alternatively, the post-construction survey may consist of a single beach-offshore profile survey event of the project monitoring area conducted within 60 days after completion of beach fill placement.

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 post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may at their discretion postpone the first monitoring survey until the following spring/summer.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's 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. All work activities and deliverables for the monitoring surveys shall be conducted in accordance with the latest update of the Department's *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100*.

- b. Bathymetric surveys of the offshore borrow area(s) used for construction shall be conducted within 60 days following completion of construction of the project. Alternatively, the post-construction survey of the borrow area may consist of surveys and other information collected during construction for purposes of construction management.

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. In all other aspects, work activities and deliverables shall be consistent with the Department's *Monitoring Standards for Beach Erosion Control Projects, Section 01200*.

- c. The Permittee shall submit an engineering report and the monitoring data to the JCP Compliance Officer within 90 days following completion of the construction and each annual 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. Results shall be analyzed for patterns, trends, or changes between surveys and cumulatively since project construction. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse effects attributable to the project. The report shall specifically include:

- A record of the volume and location of all beach fill or inlet sand bypassing material placed within the project area;
- The volume and percentage of advance nourishment lost since the last beach nourishment project as measured landward of the MHW line of the most recent survey;
- The most recent MHW shoreline positions (ft) in comparison with the design profile at each individual monument location;
- The MHW shoreline position changes (ft) relative to the pre-construction survey at each individual monument location for all the monitoring periods;
- The total measured remaining volume (cy) in comparison with the total predicted remaining volume (cy) above the MHW line and above the Depth of Closure for the entire project area over the successive monitoring periods;
- and,
- Other shoreline position and volumetric analysis the Permittee or engineer deem useful in assessing, with quantitative measurements, the performance of the project.

The report shall include computations, tables and graphic illustrations of volumetric and shoreline position changes for the monitoring area. An appendix shall include superimposed plots of the two most recent beach profile surveys, the design profile, and pre- and post-construction beach profile at each individual monument location.

- d. An electronic copy of the monitoring report and the survey data shall be submitted to the JCP Compliance Officer. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Department, 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 the approved Monitoring Plan for Permit No. 0340616-003-JC for the monitoring period [XX].**
29. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow

completion of the second maintenance event. The extension would be documented through an administrative modification.

30. **Post-Construction Meeting.** Within 60 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachments: Approved Permit Drawings (18 pages, signed and sealed April 2020)
Approved Physical Monitoring Plan (dated December 2019)
Approved Sediment QA/QC Plan (dated April 2020)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below.

FILING AND ACKNOWLEDGMENT

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



Clerk

September 18, 2020
Date



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

St. Johns County
Attn: Damon Douglas
500 San Sebastian View
St. Augustine, FL 32084
ddouglas@sjcfl.us

AGENT:

GHD Inc.
Attn: Michael R. Barnett PE, D.CE
3075 Breckinridge Boulevard #470
Duluth, GA 30096
Michael.barnett@ghd.com

PERMIT INFORMATION:

Permit Number: 0402841-001-JC

Project Name: St. Johns County FEMA Berm
Restoration

County: St. Johns

Issuance Date: **August 4, 2021**

Expiration Date: **August 4, 2036**

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 which includes consideration of the provisions contained in 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:

This project will restore and maintain approximately 20.2 miles of St. Johns County dunes within seven (7) distinct segments of shoreline using material obtained from approved upland sources or stockpile.

The dune placement template includes sand placement along the dune seaward of the post-storm(s) dune crest, with the crest of varying width placed at elevations similar to the existing vegetation line and the pre-storm elevation, typically between +9 and +15 feet North American Vertical Datum of 1988 (NAVD). From the tie-in of the dune crest, the dune crest slope will vary from flat to 1V:50H, followed by a dune slope of 1V:4H to the intersection with

the existing beach grade. All sand placement will occur landward of the mean high water line. Sand placement is anticipated to vary between approximately 0 and 11 cubic yards per foot alongshore. Dune planting will also be conducted under this authorization. Various staging and access areas are identified on the approved permit drawings. Staging and access areas shall be restored to pre-construction condition consistent with the conditions of this permit.

PROJECT LOCATION:

St. Johns County, beginning at the Duval/St. Johns County line to Summer Haven, Sections 15, 27, 43, 45, 35, 2, 11, 14, 23, 25, 13, 24, 5, 9, 3, 10, 22, 26, 12, 49, Township 3 South, 4 South, 5 South, 6 South, 7 South, 8 South, 9 South, and Range 29 East and 30 East in St. Johns County.

Dune Location	R-monuments
Ponte Vedra I	R-1 to R-23
Ponte Vedra II	R-23 to R-46.2
South Ponte Vedra	R-67 to R-76
Vilano	R-117.5 to R-122.37
Butler	R-151 to R-173
Crescent	R-173 to R-196
Summer Haven	R-197 to R-198.4

Table 1: Location by Department Reference Monuments

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 and Chapter 258, F.S., Chapter 18-20, Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

The Department has also determined that the dune restoration 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.

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 that is outlined in the Project Description and Project Location of this permit and as 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, General Consent Conditions, Specific Conditions, and attached Plans 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 project description, permit drawings, 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 Rule 62B-49.008, F.A.C.
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 Department 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; and, 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 or 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. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
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.
9. At least 48 hours prior to commencement of activity authorized by this permit, the Permittee shall electronically submit to the Department, by email at

JCPCCompliance@dep.state.fl.us, 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 any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, F.S.
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, 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 as-built drawings electronically submitted to the Department, by email at JCPCCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
10. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS:

1. Unless otherwise specified in the specific conditions of this permit all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

Department of Environmental Protection
Office of Resilience and Coastal Protection
Attn: JCP Compliance Officer

**Joint Coastal Permit
St. Johns County FEMA Berm Restoration
Permit No. 0402841-001-JC
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2600 Blair Stone Road, Mail Station 3566
Tallahassee, FL 32399-2400

2. 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. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings.
3. 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.
4. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least **15** days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Then, unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. An electronic copy of detailed *final construction plans and specifications* for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g staging areas and access corridors) to be used for this project.
 - b. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements of the Specific Conditions contained herein. This documentation shall include the following:

- i. *Marine Turtle Protection*: A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.
- ii. *Shorebird Protection*: A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.
- c. The approved **Physical Monitoring Plan**. *Note*: Any updates and/or changes to the Approved Physical Monitoring Plan are subject to review and approval via a permit modification by the Department.
- d. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a modification to include those additional conditions may be required.
- e. Documentation confirming that the approved upland source is currently producing the quantity and quality of the authorized sand product required for the upcoming event, as required by Specific Condition 8.
- f. **Pre-Construction Conference**. After all items required by a through e above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) 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, JCP Compliance Officer
e-mail: JCPCCompliance@dep.state.fl.us

FWC Imperiled Species Management Section
e-mail: marineturtle@myfwc.com

FWC, Regional Biologist
See Contact list for phone numbers
<http://myfwc.com/conservation/youconserve/wildlife/shorebirds/contacts>

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 of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC, at marineturtle@myfwc.com, indicating the actual start date and the expected completion date. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

5. Sediment quality shall be assessed as outlined in the approved Sediment QA/QC Plan dated April 23, 2021. Any occurrences of placement of material not in compliance with the Plan shall be handled according to protocols set forth in the Sediment QA/QC plans. The sediment testing result shall be submitted to FDEP within 90 days following the completion of beach construction. The Sediment QA/QC plans include the following:
 - a. If during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will 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 I of the Sediment QA/QC 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.
 - c. 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.
6. Monitoring and reporting of the permitted project shall be conducted in accordance with the Physical Monitoring Plan dated April 23, 2021. The approved Physical 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 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.

7. The following upland sand source products were reviewed and authorized for use in this project: (1) the Beach Sand product from the Vulcan Materials Goldhead Sand Plant in Keystone Heights, Florida and (2) the Beach Sand product from the Keuka Sand Plant in Interlachen, Florida. Any additional upland sand sources will require review and authorization through the permit modification process.

8. Prior to each construction event, the Permittee (or Permittee's Representative) shall submit documentation confirming that the authorized upland sand source(s) is currently producing both the quantity and quality of the authorized sand product(s) to meet the needs of the upcoming event. The documentation shall be signed and sealed by a Registered Professional in the State of Florida (i.e., a P.E. or P.G.) and shall indicate the name(s) of the product(s), the upland sand source(s) and the approximate volume (per product per source) needed for the upcoming event. The Permittee shall submit the documentation to the Department as a preconstruction submittal item no later than 15 days prior to construction. *Note: If the upland source(s) is no longer producing a product consistent with the approved Sediment QA/QC plan, a permit modification will be required to authorize an alternate source.*

SPECIFIC CONDITIONS – Fish and Wildlife

9. **Construction Area Project Lighting.**

During the marine turtle nesting season (May 1 through October 31), direct lighting of the beach and nearshore waters shall be limited to the immediate area of active construction.

Lighting on offshore and onshore equipment shall be minimized by reducing the number of fixtures, shielding, lowering the height and appropriately placing fixtures to avoid excessive illumination of the water's surface and nesting beach. The intensity of lighting shall be reduced to the minimum standard required for general construction area safety. Shields shall be affixed to the light housing on dredge and on land-based lights and shall be large enough to block lamp light from being transmitted outside the construction area or to the adjacent marine turtle nesting beach. (Figure 1 below).

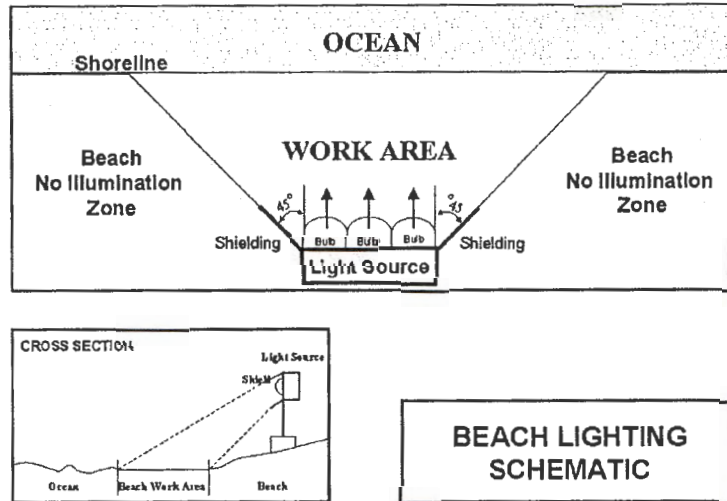


Figure 1

10. **Wildlife Conditions for All Beach Related Activities.** The Permittee shall adhere to the following requirements for all beach-related activities during marine turtle and shorebird nesting/breeding seasons [March 1 through October 31].

a. **Beach Maintenance.**

- i. The Permittee shall require their contractor and protected species monitors to inspect all work areas that have excavations and temporary alterations of beach topography each day, to determine which areas have deviations (such as depressions, ruts, holes and vehicle tracks) capable of trapping flightless shorebird chicks or marine turtle hatchlings. If so, the deviations shall be filled or leveled from the natural beach profile prior to 9:00 p.m. each day. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled.
- ii. All debris, including derelict construction or coastal armoring material, concrete and metal, found on the beach placement site, shall be removed from the beach to the maximum extent practicable prior to any placement of fill material. If debris removal activities will take place during protected species nesting seasons, the work shall be conducted during daylight hours only, and shall not commence until completion of daily monitoring surveys.

b. **Equipment Storage and Placement.** Staging areas and temporary storage for construction equipment shall be located off the beach to the maximum extent

practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and the FWC prior to beginning of construction. All construction pipes that are in use 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.

- c. **Beach Driving.** All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-serve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at speeds less than 6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid injury and disturbance to these species. *Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 19.*

11. **Marine Turtle Protection Conditions.**

Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

- a. Daily early morning marine turtle nest surveys shall start two weeks prior to marine turtle nesting season (April 15) or 65 days prior to beach placement whichever is later. Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier.
- b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence until completion of the marine turtle survey each day.
- c. The Permittee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@MyFWC.com.
- d. Only those nests laid in the area where sand placement will occur shall be relocated, and nest relocation shall cease after the sand placement is completed. Nests requiring

relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by the FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss; or illumination by artificial lighting.

- i. In an effort to minimize potential adverse impacts to marine turtles and the need for avoidance of marked nests that cannot be relocated, the Permittee shall ensure that tilling and/or contouring activities are completed immediately after sand placement at intermittent beach segments prior to proceeding to the next work area. Work shall be conducted furthest from the associated access point and continue towards the access point for each defined beach segment.
 - ii. The Permittee shall contact the FWC at MTP@MyFWC.com 80 days prior to initiating work at the next beach segment to allow time for relocation to be authorized for the Marine Turtle Permit Holder in advance of the 65-day relocation requirement.
 - e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on- beach markers at the nest site to establish a minimum 5- foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on- beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that 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.
12. **Fill Restrictions.** During the marine turtle nesting season, the contractor shall not advance the beach fill more than 500 feet along the shoreline between dusk and the following day, until the daily nesting survey is completed, and the beach has been cleared for fill advancement. If the 500-foot advancement limitation is not feasible for the project, an alternative distance shall be established during the preconstruction meeting, if a distance can be agreed upon in consultation with the FWC. If the work area is extended, nighttime nesting surveys are required, and a Marine Turtle Permit Holder is required to be present on-site to ensure that no nesting and hatching marine turtles are present. If any nesting turtles are sighted on the beach within the immediate construction area, activities shall cease immediately until the turtle has returned to the water and the Marine Turtle Permit Holder responsible for nest monitoring has relocated the nest.

13. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying the FWC Wildlife Alert at 888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, 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.
14. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first- year sand placement (out- year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.
 - a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post- construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol and consistent with the 2008 Biological Opinion for FEMA Emergency Berm Repair for the Florida Coast. Deviations from either require written authorization from FWC:
 - i. 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).
 - ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). 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 shall include all 18 values for each transect line, and the final 6 averaged compaction values.

- iii. 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 the Permittee shall consult with the FWC to determine if tilling is required. A request for a tilling waiver based on these compaction values shall be submitted to the FWC at MarineTurtle@MyFWC.com.
- b. **Tilling Requirements.** If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol and consistent with the 2008 Biological Opinion for FEMA Emergency Berm Repair for the Florida Coast. Deviations from either require written authorization from FWC:
- i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been relocated to or left in place.
 - ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling.
 - iii. Tilling shall occur landward of the wrack line and shall avoid all vegetated areas that are at least 3 square feet in size, as well as any planted areas that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high-water line and the mean low water line shall be maintained to approximate natural slopes.
- c. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows and consistent with the 2008 Biological Opinion for FEMA Emergency Berm Repair for the Florida Coast. Deviations from either require written authorization from FWC:
- i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be

reported relative to R monument location to the FWC at MarineTurtle@MyFWC.com with a copy sent to the JCP Compliance Officer.

- ii. If weekly surveys during the marine turtle nesting season document escarpments that exceed 18 inches in height for a distance of at least 100 feet and have persisted for more than two weeks, the FWC shall be contacted immediately to determine the appropriate action to be taken. The Permittee shall provide locations and measurements of the escarpments to the closest R monument as well as the coordinates for the location of marine turtle nests located within 20 feet of the escarpments (latitude and longitude in decimal degrees), with photographs when possible. Upon written notification by the FWC that the escarpment needs to be leveled, the Permittee shall level the escarpment. If nests are located nearby, to minimize impacts to any existing nest the Permittee shall also coordinate with the marine turtle permit holder prior to leveling the escarpments. An annual summary documenting weekly escarpment surveys (including dates, presence and height of escarpments) and any remediation actions taken shall be submitted electronically to the FWC (MarineTurtle@MyFWC.com) by December 31 of each year.

Note for Shorebird Protection: If compaction sampling, tilling or escarpment removal occurs during shorebird breeding season, the Shorebird Conditions (including surveys) included in this authorization shall be followed. No heavy equipment shall operate, and no compaction sampling or tilling shall occur within 300 feet of any shorebird nest. If flightless shorebird chicks are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that no heavy equipment operates within 300 feet of the flightless young or within a site-specific corridor established per Specific Condition 19. It is the responsibility of the Permittee to ensure that their contractors avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present.

15. **Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions.**
 - a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with Table 2 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and the FWC.
 - b. Data shall be reported and summarized for the nourished areas and reference beach in accordance with Table 2 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project

name and applicable project permit numbers and dates of construction. Data on nesting activity on the nourished areas and on an equal length of beach that is not nourished shall be submitted in electronic format (Excel spreadsheets) which are available upon request from MarineTurtle@MyFWC.com. Reports shall be sent to the FWC Imperiled Species Management section at MarineTurtle@MyFWC.com and copied to JCPCompliance@dep.state.fl.us. All summaries should be submitted by January 15 of the following year.

Table 2. Marine Turtle Monitoring for Beach Placement of Material.

Date	Duration	Variable	Criterion
Nesting Success	Year of in-season construction and two entire nesting seasons post construction, with possible additional year (for a total of three years) ^{1 & 2}	Number of nests and non-nesting emergences by day by species	40 percent or greater
Hatching success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to hatch from egg	60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientations	Year of in-season construction and two entire nesting seasons post construction ¹	Number of nests and/or individuals that misorient or disorient	
Nests affected by erosion or inundation	Year of construction and two years post construction if placed sand remains on the beach	Number of nests lost and/or affected, by species	

Compaction	Three nesting seasons beginning with the year of construction. Not required if the beach is tilled prior to nesting season ¹	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for three years beginning with year of construction ¹	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed
¹ If placed sand remains on the beach ² Additional years may be required if variable does not meet criterion based on previous year			

16. **Shorebird Protection.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.
- a. Shorebird breeding season dates for this project area are **March 1 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).
 - b. Any parts of the project where “project activities” on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. The term “project activities” includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre- construction presence on the beach), whichever is later.

- c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist prior to the initiation of construction. Routes shall not be modified without prior notification to the FWC.
- d. During the pre-construction and construction activities associated with the project, the Permittee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed **on a daily basis** by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a buffer in accordance with Specific Condition 19 around the site and shall notify the FWC Regional Biologist within 24 hours. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.
- e. The Permittee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that "NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS".

17. Shorebird Monitor Requirements.

- a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.
- b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org> or [Florida Shorebird Database](#)). They shall use the data-collection protocol and

implement data entry procedures as outlined in that website.

- c. The Permittee shall submit a list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist and JCPCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected Bird Monitor(s) meet the required qualifications shall be coordinated between the Permittee and the FWC Regional Biologist. Once approved, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved by the FWC to JCPCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:
- i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
 - ii. Have a clear working knowledge of, and adhere to, the *Breeding Bird Protocol for Florida's Seabirds and Shorebirds*.
<https://publictemp.myfwc.com/crossdoi/shorebirds/resources.aspx>
 - iii. Have completed full-length webinars: Route- Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the *Florida Shorebird Database (FSD)* website.
<https://publictemp.myfwc.com/crossdoi/shorebirds/index.aspx>
 - iv. Familiar with the *FWC beach driving guidelines*.
[\(https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/\)](https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/).
 - v. Experience posting beach-nesting bird sites, consistent with *Florida Shorebird Alliance (FSA) Guidelines*.
<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>
 - vi. Has registered as a contributor to the FSD.
18. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the [FSD website](#). All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following

survey protocols:

- a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.
 - b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist within 24 hours.
19. **Shorebird Buffer Zones and Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:
- a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist.** Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.
 - b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.
 - c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist.

- d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall be marked according to FSA Posting Guidelines available at: <http://flshorebirdalliance.org/resources/instructions-manuals.aspx>) with posts, twine and the FWC-approved signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter (see example of signage for marking designated buffer zones at <http://myfwc.com/conservation/you-protect/wildlife/shorebirds/>). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist, these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present.** Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.
- f. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- g. When flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks, while avoiding any impacts to the chicks.

Notification. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist.

20. **Dune Planting Conditions.** Planting of dune vegetation is encouraged outside of marine turtle nesting season. However, planting activities may occur during the marine turtle nesting season May 1 through October 31 under the following conditions:
- a. It is the responsibility of the Permittee to ensure that the project area and access sites

are surveyed for marine turtle nesting activity. All nest surveys and activities involving marine turtles shall be conducted only by persons with a valid FWC permit issued pursuant to Florida Administrative Code 68E-1. For information regarding marine turtle permit holders, contact the FWC at MTP@MyFWC.com.

- b. Marine turtle nest surveys shall be initiated at the beginning of the nesting season or 65 days prior to installation of plants (whichever is later). Surveys shall continue until completion of the project or through October 31 (whichever is earliest). Surveys shall be conducted throughout the project area and all beach access sites.
- c. Any nests deposited in the area shall be left in place. The marine turtle permit holder shall install an on-beach marker at any nest site and a secondary marker located at a point as far landward as possible to ensure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and survey ribbon or string shall be installed to establish an area of three (3) feet radius surrounding the nest. No planting or other activity shall occur within this area nor shall any activity occur which might cause indirect impacts within this area. Nest sites shall be inspected daily to ensure nest markers have not been removed. Note, this is not mark and avoid authorization for sand placement activities.
- d. The use of heavy equipment (including vehicles such as trucks) is not authorized in marine turtle nesting habitat. A lightweight (ATV style) vehicle, with tire pressures of 10 psi or less can operate on the beach if required.
- e. Any vegetation planting shall be installed by hand labor/tools only.
- f. All activity shall be confined to daylight hours and shall not occur prior to the completion of all necessary marine turtle surveys and conservation activities within the project area. Nighttime storage of equipment or materials shall be off the beach.
- g. In the event a nest is disturbed or uncovered during planting activity, the Permittee shall cease all work and immediately contact the marine turtle permit holder responsible for marine turtle conservation measures within the project area. If a nest(s) cannot be safely avoided during construction, all activity within the affected project area shall be delayed until complete hatching and emergence of the nest.
- h. All planting related activities must avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season dates (May 1 through October 31). Any impacts to nests or marine turtles that inadvertently occur shall be immediately reported the Florida Fish and Wildlife Conservation Commission (FWC) at MarineTurtle@MyFWC.com, and all work shall stop until authorized to continue by the Department and the FWC.

- i. All irrigation lines for the dune restoration planting, if proposed, will be temporarily installed along the landward side of the dune only and will be removed once the plants have become established. Any watering necessary along the seaward side of the dune will be done by hand on an “as needed” basis.

21. **Beach Mice Protection.**

- a. Beach mouse habitat shall be avoided when selecting sites for equipment, pipes, vehicle storage and staging to the maximum extent practicable. Suitable beach mouse habitat constitutes the primary dunes (characterized by sea and other grasses), secondary dunes (similar to primary dunes, but also frequently includes such plants as woody goldenrod, false rosemary), and interior or scrub dunes, as well as areas with natural vegetation adjacent to the dunes (seaward of the toe of the dune, in blow-outs, or other openings between dunes).
- b. Equipment placement or storage shall be excluded in the area between 5 to 10 feet seaward of the existing dune toe or 10 percent of the beach width (for projects occurring on narrow eroded beach segments) seaward of the dune toe in areas of occupied beach mouse habitat (Figure 2 below). The toe of the dune is where the slope breaks at the seaward foot of the dune.

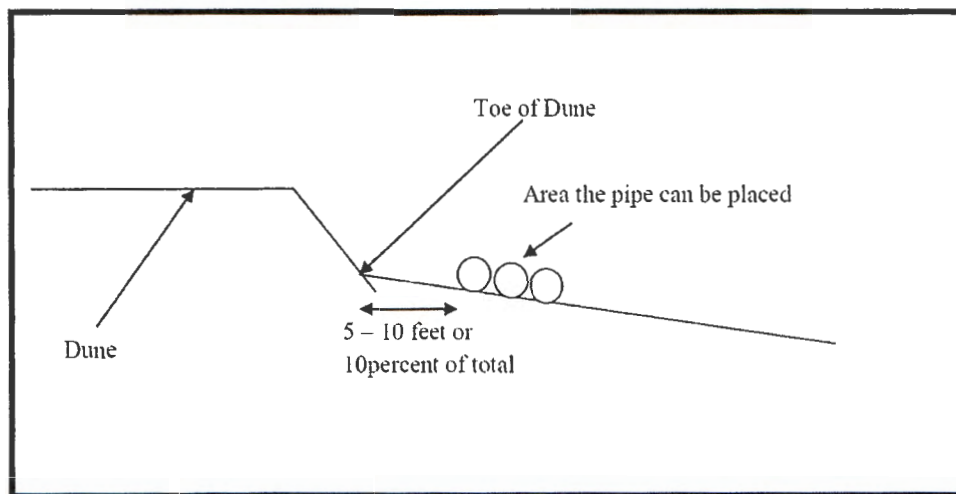


Figure 2

- c. Existing beach access points shall be used for vehicle and equipment beach access to the maximum extent practicable. These accesses shall be delineated by post and rope or other suitable material to ensure vehicles and equipment transport stay within the access corridor. The topography at the accesses shall be fully restored to pre-project work configuration following project completion. Parking areas for

construction crews shall be located as close as possible to the work sites, but outside of vegetated dunes to minimize impacts to existing habitat and the need to transport workers along the beachfront. The creation of new or expansion of existing beach accesses for vehicles and equipment within beach mouse habitat consisting of vegetated dunes is authorized for no more than one every 4 miles. The distribution of access areas will result in the least number of access areas within beach mouse habitat as practicable and delineated by post and rope or other suitable material to ensure vehicles and equipment transport stay within the access corridor. The access points shall be as follows:

- i. No more than 25 feet wide for vehicles.
 - ii. No more than 50 feet wide for equipment.
 - d. New or expanded beach accesses that impact vegetated dunes shall be replanted within 3 months following project completion. The habitat restoration shall consist of restoring the dune topography and planting with at least three species of appropriate native dune vegetation (i.e., native to coastal dunes in the respective county and grown from plant stock from that region of Florida). Seedlings shall be at least 1 inch by 1 inch with a 2.5-inch pot. Planting shall be on 18-inch centers throughout the created dune; however, 24-inch centers may be acceptable depending on the area to be planted. Vegetation shall be planted with an appropriate amount of fertilizer and anti-desiccant material, as appropriate, for the plant size. No sand stabilizer material (coconut matting or other material) shall be used in the dune restoration. The plants may be watered without installing an irrigation system. In order for the restoration to be considered successful, 80 percent of the total planted vegetation shall be documented to survive six months following planting of vegetation. If the habitat restoration is unsuccessful, the area shall be replanted following coordination with the Service.
22. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow completion of the second maintenance event. The extension would be documented through an administrative modification.
23. Within 90 days after completion of authorized activities, the Permittee shall submit a notice of completion to the JCP Compliance Officer that includes the following information:
- a. The permit number **0402841-001-JC** and the project name **St. Johns County FEMA Berm Restoration**.

- b. A copy of any post-construction As-Built Survey drawings required of the Contractor. If any of the completed activities differ substantially from the permitted plans, any substantial deviations shall be noted and explained.
 - c. The date on which authorized activities began and the date of completion;
 - d. A table identifying any harm or injury to threatened species, endangered species or protected species, endangered status communities, the probable causes of the take and corrective measures taken.
24. **Post-Construction Meeting.** Within 90 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis.
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachment(s):

1. Approved Permit Drawings (33 pages, signed and sealed June, 2021)
2. Approved Physical Monitoring Plan (dated April, 2021)
3. Approved Sediment QA/QC Plan (dated April, 2021)

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CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

FILING AND ACKNOWLEDGMENT

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

Jacob Koerner
Clerk

8/4/2021

Date



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

St. Johns County
Attn: Damon Douglas
500 San Sebastian View
St. Augustine, FL 32084
ddouglas@sjcfl.us

AGENT:

Olsen Associates, Inc.
Attn: Albert Browder, P.E., Ph.D.
2618 Herschel St.
Jacksonville, FL 32259
Abrowder@olsen-associates.com

PERMIT INFORMATION:

Permit Number: 0377843-001-JC

Project Name: Ponte Vedra Beach Restoration

County: St. Johns

Issuance Date: April 12, 2021

Expiration Date: April 12, 2036

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 which includes consideration of the provisions contained in 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 will restore and maintain the sandy shoreline along 8.9 miles of eroded beach using beach compatible material obtained from an offshore borrow area in Federal waters.

The beach placement template includes dune and beach berm features. The dune feature shall be constructed along the landward limits of the fill footprint and seaward of existing bulkheads, revetments, and established dune vegetation. The reconstructed dunes will have a uniform crest height of +13 feet NAVD with a varying crest width of up to 40 feet, based upon conditions at the time of construction. Reconstructed dune features will be stabilized with salt-tolerant dune vegetation. The beach berm shall be constructed to a maximum height of +8 feet

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Ponte Vedra Beach Restoration Project
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NAVD and shall vary in width to meet conditions at the time of construction. The beach berm shall slope seaward at a 1:20(vertical:horizontal) slope to an elevation of +5 feet NAVD before transitioning to a seaward slope of 1:15 (v:h) until tying into existing grade. The width of the fill placement, from the vegetation line to the seaward construction toe of fill, varies alongshore between 200 and 400 feet (approximately), inclusive of the new dune feature and in-water placement.

The proposed project will be constructed via trailing-suction hopper dredge with traditional hydraulic sand placement. Eight (8) pipeline corridors will be authorized.

PROJECT LOCATION:

The project site is located between R-1 and R-46.2 in St. Johns County at the northern beach boundary of the Guana Tolomato-Matanzas National Estuarine Research Reserve (GTMNERR), Sections 15, 22, 27, 45, 35, Township 3 South, Range 29 East and Sections 2, 11, 45, 14, 23, 24, 25 Township 4 South, Range 29 East and extends into the Atlantic Ocean, Class III Waters. The northern 6.5 miles of the proposed project shoreline lies in Class III Waters of the Atlantic Ocean. The southern 2.4 miles of the project, R-34 to R-46.2, lie within the Guana River Marsh Aquatic Preserve (GRMAP) and are likewise considered as Outstanding Florida Waters. The offshore borrow site is located approximately 4.0 miles offshore of the project limits in federal waters.

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 and Chapter 258, F.S., Chapter 18-20, Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

The Department has also determined that the beach restoration 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.

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 that is outlined in the Project Description and Project Location of this permit and as 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, General Consent Conditions, Specific Conditions, and attached Plans 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 project description, permit drawings, 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 Rule 62B-49.008, F.A.C.
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 Department 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; and, 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.

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3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or 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. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
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.
9. At least 48 hours prior to commencement of activity authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCompliance@dep.state.fl.us, 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 any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, F.S.
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, 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 as-built drawings electronically submitted to the Department, by email at JCPCCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
10. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS:

1. Pursuant to Chapter 161.141, F.S., prior to construction of the beach restoration, the Board of Trustees must establish the line of mean high water for any area affected by this project that does not already have an Erosion Control Line (ECL) within areas designated as critically eroded by the Department. This is required to establish the boundary line between sovereignty lands of the state bordering on the Atlantic Ocean and the upland properties. No work shall commence until the Erosion Control Line has been established to the satisfaction of the Department and recorded in the public records of the county in which the project is located.
2. Unless otherwise specified in the specific conditions of this permit all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

Department of Environmental Protection
Office of Resilience and Coastal Protection
Attn: JCP Compliance Officer
2600 Blair Stone Road, Mail Station 3566
Tallahassee, FL 32399-2400

3. 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. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas with benthic biological resources is also prohibited.
4. 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.
5. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least **45** days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. An electronic copy of detailed *final construction plans and specifications* for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.
 - b. Documentation that the *Erosion Control Line* has been executed and recorded in the County Records.
 - c. The *Mean High Water Line Survey* for the shoreline outside that of the Erosion Control Line shall be recorded in the County Records. This shall be filed separately from the Erosion Control Line.

- d. ***Turbidity Monitoring:*** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by an independent third party with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when turbidity generating activities are occurring. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit.
- i. ***Qualifications:*** The names, credentials (demonstrating experience and qualifications) and 24-hour contact information of those individuals performing these functions;
 - ii. A ***Scope of Work*** for the turbidity monitoring to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;
 - iii. ***Draft turbidity sampling map.*** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of biological resources and/or OFW (pursuant to Specific Condition 27i)
 - iv. Prior to the second event authorized under this permit, and each subsequent event, the results of the intermediate turbidity monitoring shall be evaluated and provided to the Department. If the results indicate that the project can be built using a smaller mixing zone, this adjustment shall be made through an administrative modification to the permit prior to commencement of construction.
- e. The approved ***Physical Monitoring Plan.*** *Note:* Any updates and/or changes to the approved Physical Monitoring Plan are subject to review and approval via a permit modification by Department.
- f. ***Fish & Wildlife Monitoring Qualifications:*** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 9 through 24. This documentation shall include the following:

- i. *Marine Turtle Protection:* A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.
 - ii. *Shorebird Protection:* A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.
- g. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a permit modification may be required prior to construction to include those additional conditions.
- h. ***Pre-Construction Conference.*** After all items required by a through g above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) 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, JCP Compliance Officer
e-mail: JCPCompliance@dep.state.fl.us

FWC, Imperiled Species Management Section
e-mail: marineturtle@myfwc.com

FWC, Regional Biologist
See [Contact list](#) for phone numbers
([http://myfwc.com/conservation/you-
conserve/wildlife/shorebirds/contacts](http://myfwc.com/conservation/you-
conserve/wildlife/shorebirds/contacts))

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 of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC, at marineturtle@myfwc.com, indicating the actual start date and the expected completion date. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

6. When discharging slurried sand onto the beach from a pipeline, the Permittee shall employ best management practices (BMPs) to reduce turbidity. At a minimum, these BMPs shall include the following:
 - a. Use of shore-parallel sand dike to promote settlement of suspended sediment on the beach before return water from the dredged discharge reenters the Atlantic Ocean; and
 - b. A minimum set-back of 50 feet from open water, or at the landward end of the beach berm (without disturbing the dune), whichever is less, for the pipeline discharge location.

7. Sediment quality shall be assessed as outlined in the approved Sediment QA/QC Plan, dated December 1, 2020. Any occurrences of placement of material not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC plans. The sediment testing result shall be submitted to FDEP within 90 days following the completion of beach construction. The Sediment QA/QC plans include the following:
 - a. If during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will 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 QA/QC 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.
 - c. 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.

8. Monitoring and reporting of the permitted project shall be conducted in accordance with the Physical Monitoring Plan dated September 15, 2020. The approved Physical 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 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.

SPECIFIC CONDITIONS – Fish and Wildlife

9. **In-water Activity.** The Permittee shall adhere to the following requirements for all in-water activity:
 - a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection 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 project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
 - d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

- e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 888-404-3922, and to the FWC at ImperiledSpecies@MyFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@MyFWC.com.
 - f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs, which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters - Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations. All signs shall be removed by the Permittee upon completion of the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@MyFWC.com.
10. **Hopper Dredging.** When a hopper dredge is used for this project, the following requirements shall be met:
- a. Handling of captured marine turtles during hopper dredging activities shall be conducted only by persons with prior experience and training in these activities, and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C. The Permittee shall forward documentation of these qualifications to the FWC for review, as required in Specific Condition 5.
 - b. In order to minimize impingement or entrainment of marine turtles within the water column, dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom. This precaution is especially important during the cleanup phase of dredging operations.
 - c. A state-of-the-art rigid deflector draghead shall always be used on all hopper dredges.
 - d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified of the start-up and completion of hopper dredging operations at 904-573-3930 or via e-mail at Allen.Foley@MyFWC.com. If a marine turtle is captured or marine turtle parts are recovered, the STSSN shall be contacted at seaturtlestranding@MyFWC.com.
11. **Trawling.** If relocation trawling or non-capture trawling for marine turtles is required as per applicable NMFS Biological Opinions and Incidental Take authorizations, the following is required:

- a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from the FWC prior to trawling.
- b. The Permittee or their contractor shall e-mail (MTP@MyFWC.com) reports to the FWC's Imperiled Species Management 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, their general health, and release information. A summary of all trawling activity (including non-capture trawling) shall be submitted to MTP@MyFWC.com by January 15 of the following year, or at the end of the project. The summary shall be recorded/documented on the FWC-provided Excel spreadsheet (available at <https://myfwc.com/media/3168/rawl-report-template.pdf>), and shall list all turtles captured in Florida waters, the measurements of all captured turtles, the location of captures (latitude and longitude in decimal degrees), the location of tow start-stop points (latitude and longitude in decimal degrees), and times for the start-stop points of the tows (including tows when no turtles are captured).

12. Construction Area Project Lighting.

During the marine turtle nesting season (May 1 through October 31), direct lighting of the beach and nearshore waters shall be limited to the immediate area of active construction.

Lighting on offshore and onshore equipment shall be minimized by reducing the number of fixtures, shielding, lowering the height and appropriately placing fixtures to avoid excessive illumination of the water's surface and nesting beach. The intensity of lighting shall be reduced to the minimum standard required for general construction area safety. Shields shall be affixed to the light housing on dredge and on land-based lights and shall be large enough to block lamp light from being transmitted outside the construction area or to the adjacent marine turtle nesting beach. (Figure 1 below).

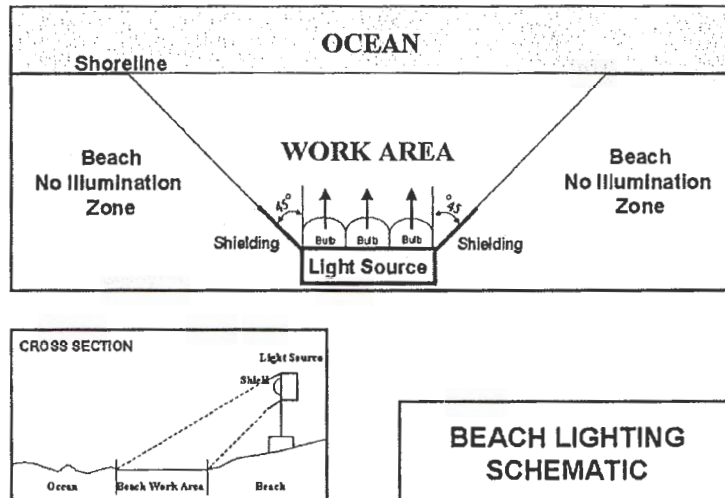


Figure1

13. **Wildlife Conditions for All Beach Related Activities.** The Permittee shall adhere to the following requirements for all beach-related activities during marine turtle and shorebird nesting/breeding seasons, March 1 through October 31.

a. Beach Maintenance:

- i. The Permittee shall require their contractor and protected species monitors to inspect all work areas that have excavations and temporary alterations of beach topography each day, to determine which areas have deviations (such as depressions, ruts, holes and vehicle tracks) capable of trapping flightless shorebird chicks or marine turtle hatchlings. If so, the deviations shall be filled or leveled from the natural beach profile prior to 9:00 p.m. each day. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled.
- ii. All debris, including derelict construction or coastal armoring material, concrete and metal, found on the beach placement site, shall be removed from the beach to the maximum extent practicable prior to any placement of fill material. If debris removal activities will take place during protected species nesting seasons, the work shall be conducted during daylight hours only, and shall not commence until completion of daily monitoring surveys.

b. Equipment Storage and Placement.

- i. Staging areas and temporary storage for construction equipment and pipes

shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and the FWC prior to beginning of construction. All construction pipes that are in use 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.

- ii. If it is necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season. If such placement is not feasible for the project, the FWC's Regional Biologist shall be contacted for alternative measures. See contacts available at <https://myfwc.com/conservation/you-serve/wild-life/shorebirds/contacts/>.

- c. **Beach Driving.** All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-serve/wild-life/beach-driving/>). Specifically, the vehicle shall be operated at speeds less than 6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid injury and disturbance to these species. *Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 23.*

14. **Marine Turtle Protection Conditions.**

Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

- a. Daily early morning marine turtle nest surveys shall start two weeks prior to marine turtle nesting season (April 15) or 65 days prior to beach placement whichever is later. Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier.
- b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence until completion of the marine turtle survey each day.

- c. The Permittee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@MyFWC.com.
 - d. Only those nests laid in the area where sand placement will occur shall be relocated, and nest relocation shall cease after the sand placement is completed. Nests requiring relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by the FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss; or illumination by artificial lighting.
 - e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on-beach markers at the nest site to establish a minimum 5-foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on-beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that 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. **Fill Restrictions.** During the marine turtle nesting season, the contractor shall not advance the beach fill more than 500 feet along the shoreline between dusk and the following day, until the daily nesting survey is completed, and the beach has been cleared for fill advancement. If the 500-foot advancement limitation is not feasible for the project, an alternative distance shall be established during the preconstruction meeting, if a distance can be agreed upon in consultation with the FWC. If the work area is extended, nighttime nesting surveys are required, and a Marine Turtle Permit Holder is required to be present on-site to ensure that no nesting and hatching marine turtles are present. If any nesting turtles are sighted on the beach within the immediate construction area, activities shall cease immediately until the turtle has returned to the water and the Marine Turtle Permit Holder responsible for nest monitoring has relocated the nest.
16. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying the FWC Wildlife Alert at 888-404-FWCC

(3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, 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.

17. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first- year sand placement (out- year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.
 - a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post- construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol:
 - i. 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).
 - ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). 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 shall include all 18 values for each transect line, and the final 6 averaged compaction values.
 - iii. 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 the Permittee shall consult with the FWC to determine if tilling is required. A

request for a tilling waiver based on these compaction values shall be submitted to the FWC at MarineTurtle@MyFWC.com.

- b. **Tilling Requirements.** If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol:
- i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been relocated to or left in place.
 - ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling.
 - iii. Tilling shall occur landward of the wrack line and shall avoid all naturally vegetated areas that are at least 3 square feet in size, as well as any planted areas that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high- water line and the mean low water line shall be maintained to approximate natural slopes.
- c. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows:
- i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be reported relative to R monument location to the FWC at MarineTurtle@MyFWC.com with a copy sent to the JCP Compliance Officer.
 - ii. If weekly surveys during the marine turtle nesting season document escarpments that exceed 18 inches in height for a distance of at least 100 feet and have persisted for more than two weeks, the FWC shall be contacted immediately to determine the appropriate action to be taken. The Permittee shall provide locations and measurements of the escarpments to the closest R monument as well as the coordinates for the location of marine turtle nests

located within 20 feet of the escarpments (latitude and longitude in decimal degrees), with photographs when possible. Upon written notification by the FWC that the escarpment needs to be leveled, the Permittee shall level the escarpment. If nests are located nearby, to minimize impacts to any existing nest the Permittee shall also coordinate with the marine turtle permit holder prior to leveling the escarpments. An annual summary of escarpment surveys and actions taken shall be submitted electronically to the FWC (MarineTurtle@MyFWC.com) by December 31 of each year.

Note for Shorebird Protection: If compaction sampling, tilling or escarpment removal occurs during shorebird breeding season, the Shorebird Conditions (including surveys) included in this authorization shall be followed. No heavy equipment shall operate, and no compaction sampling or tilling shall occur within 300 feet of any shorebird nest. If flightless shorebird chicks are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that no heavy equipment operates within 300 feet of the flightless young or within a site-specific corridor established per Specific Condition 23. It is the responsibility of the Permittee to ensure that their contractors avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present.

18. **Post-Construction Lighting Surveys.** The Permittee shall ensure that lighting surveys be conducted from the nourished berm and the following actions taken to address potential adverse impacts expected with artificial lights visible from any dry portion of the newly elevated beach. The surveys shall 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 shall follow standard techniques for such a survey, such as including the number and type of visible lights, location of lights, and photo documentation (see additional techniques as per the 2015 USFWS Statewide Programmatic Biological Opinion).
 - a. The first survey shall be conducted between May 1 and May 15 for the first nesting season following construction. For each visible light source, the Permittee shall document that the property owners have been notified and has been provided with recommendations for correcting the light as soon as possible. Recommendations shall be in accordance with local lighting ordinances. A report summarizing all visible lights and the recommendations for correcting the light shall be forwarded to local code enforcement. If no lighting ordinances exist, the recommendations to the property owners shall be consistent with the FWC lighting guidelines, which include no lights or light sources shall be visible from the newly elevated beach. The second survey shall be conducted between July 15 and August 1 to assess any remaining visible lights requiring corrective action.
 - b. A summary report of the surveys and what corrective actions or local enforcement

actions have been taken shall be submitted to the FWC at MarineTurtle@MyFWC.com and copied to JCPCCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted. Upon request by the FWC, the Permittee shall set up and hold a meeting with the those responsible for code enforcement (when applicable), the FWC and the USFWS to discuss the report and potential additional corrective action needed, as well as any documented marine turtle disorientations in or adjacent to the project area.

19. **Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions.**
- a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with the Table 1 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and the FWC.
 - b. Data shall be reported and summarized for the nourished areas and reference beach in accordance with Table 1 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction. Data on nesting activity on the nourished areas and on an equal length of beach that is not nourished shall be submitted in electronic format (Excel spreadsheets) which are available upon request from MarineTurtle@MyFWC.com. Reports shall be sent to the FWC Imperiled Species Management section at MarineTurtle@MyFWC.com and copied to JCPCCompliance@dep.state.fl.us. All summaries should be submitted by January 15 of the following year.

Table 1. Marine Turtle Monitoring for Beach Placement of Material.

Date	Duration	Variable	Criterion
Nesting Success	Year of in-season construction and two entire nesting seasons post construction, with possible additional year (totaling three years) ^{1 & 2}	Number of nests and non-nesting emergences by day by species	40 percent or greater
Hatching success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to hatch from egg	60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientations	Year of in-season construction and two entire nesting seasons post construction (totaling three years) ¹	Number of nests and/or individuals that misorient or disorient	
Nests affected by erosion or inundation	Year of construction and two years post construction if placed sand remains on the beach	Number of nests lost and/or affected, by species	

Date	Duration	Variable	Criterion
Lighting Surveys	Two in-season surveys the year following construction; First survey between May 1 and May 15 and second survey between July 15 and August 1 ¹	Number, location and photographs of lights visible from nourished berm, corrective actions recommended, and notifications made	Lighting survey and possible meeting resulting with plan for reduction in lights visible from nourished berm
Compaction	Three nesting seasons beginning with the year of construction. Not required if the beach is tilled prior to nesting season ¹	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for three years beginning with year of construction ¹	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed
¹ If placed sand remains on the beach ² Additional years may be required if variable does not meet criterion based on previous year			

20. **Shorebird Protection.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.
- a. Shorebird breeding season dates for this project area are March 1 through September 1; (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).

- b. Any parts of the project where “project activities” on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. The term “project activities” includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre- construction presence on the beach), whichever is later.
- c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist prior to the initiation of construction. Routes shall not be modified without prior notification to the FWC.
- d. During the pre-construction and construction activities associated with the project, the Permittee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed **on a daily basis** by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a buffer in accordance with Specific Condition 23 around the site and shall notify the FWC Regional Biologist within 24 hours. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.
- e. The Permittee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.

21. **Shorebird Monitor Requirements.**

- a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.
- b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org> or [Florida Shorebird Database](#)). They shall use the data-collection protocol and implement data entry procedures as outlined in that website.
- c. The Permittee shall submit a list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist and JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected Bird Monitor(s) meet the required qualifications shall be coordinated between the Permittee and the FWC Regional Biologist. Once approved, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved by the FWC to JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:
 - i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
 - ii. Have a clear working knowledge of, and adhere to, the *Breeding Bird Protocol for Florida's Seabirds and Shorebirds*.
<https://publictemp.myfwc.com/crossdoi/shorebirds/resources.aspx>
 - iii. Have completed full-length webinars: Route- Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the *Florida Shorebird Database* (FSD) website.
<https://publictemp.myfwc.com/crossdoi/shorebirds/index.aspx>
 - iv. Familiar with the FWC beach driving guidelines.
[\(https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/\)](https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/).

- v. Experience posting beach-nesting bird sites, consistent with *Florida Shorebird Alliance (FSA) Guidelines*.
<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>
 - vi. Has registered as a contributor to the FSD.
22. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the [FSD website](#). All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:
- a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.
 - b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist within 24 hours.
23. **Shorebird Buffer Zones and Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:
- a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist.** Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.
 - b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect

breeding birds.

- c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist.
- d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall be marked according to FSA Posting Guidelines available at: <http://flshorebirdalliance.org/resources/instructions-manuals.aspx>) with posts, twine and the FWC-approved signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter (see example of signage for marking designated buffer zones at <http://myfwc.com/conservation/you-protect/wildlife/shorebirds/>). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist, these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present.** Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.
- f. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- g. When flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be

capable of trapping flightless chicks, while avoiding any impacts to the chicks.

Notification. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist.

24. **Dune Planting Conditions.** Planting of dune vegetation is encouraged outside of marine turtle nesting season. However, planting activities may occur during the marine turtle nesting season May 1 through October 31 under the following conditions:
- a. It is the responsibility of the Permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. All nest surveys and activities involving marine turtles shall be conducted only by persons with a valid FWC permit issued pursuant to Florida Administrative Code 68E-1. For information regarding marine turtle permit holders, contact the FWC at MTP@MyFWC.com.
 - b. Marine turtle nest surveys shall be initiated at the beginning of the nesting season or 65 days prior to installation of plants (whichever is later). Surveys shall continue until completion of the project or through October 31 (whichever is earliest). Surveys shall be conducted throughout the project area and all beach access sites.
 - c. Any nests deposited in the area shall be left in place. The marine turtle permit holder shall install an on-beach marker at any nest site and a secondary marker located at a point as far landward as possible to ensure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and survey ribbon or string shall be installed to establish an area of 3 feet radius surrounding the nest. No planting or other activity shall occur within this area nor shall any activity occur which might cause indirect impacts within this area. Nest sites shall be inspected daily to ensure nest markers have not been removed.
 - d. The use of heavy equipment (including vehicles such as trucks) is not authorized in marine turtle nesting habitat. A lightweight (ATV style) vehicle, with tire pressures of 10 psi or less can operate on the beach if required.
 - e. All activity shall be confined to daylight hours and shall not occur prior to the completion of all necessary marine turtle surveys and conservation activities within the project area. Nighttime storage of equipment or materials shall be off the beach.
 - f. In the event a nest is disturbed or uncovered during planting activity, the Permittee shall cease all work and immediately contact the marine turtle permit holder responsible for marine turtle conservation measures within the project area. If a nest(s) cannot be safely avoided during construction, all activity within the affected project area shall be delayed until complete hatching and emergence of the nest.

- g. All planting related activities must avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season dates (May 1 through October 31). Any impacts to nests or marine turtles that inadvertently occur shall be immediately reported the Florida Fish and Wildlife Conservation Commission (FWC) at MarineTurtle@MyFWC.com, and all work shall stop until authorized to continue by the Department and the FWC.
- h. All irrigation lines for the dune restoration planting, if proposed, will be temporarily installed along the landward side of the dune only and will be removed once the plants have become established. Any watering necessary along the seaward side of the dune will be done by hand on an "as needed" basis.

Water Quality Monitoring:

25. Water Quality - Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Monitoring for a pipeline dredge shall be conducted 3 times daily, approximately 4 hours apart, and at any other time that there is a likelihood of an exceedance of the turbidity standard, during all sand placement, construction, etc. operations.

Monitoring for a hopper dredge shall be conducted for each hopper dredge load during daylight hours. At the fill placement site, sampling shall be conducted after discharge from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone.

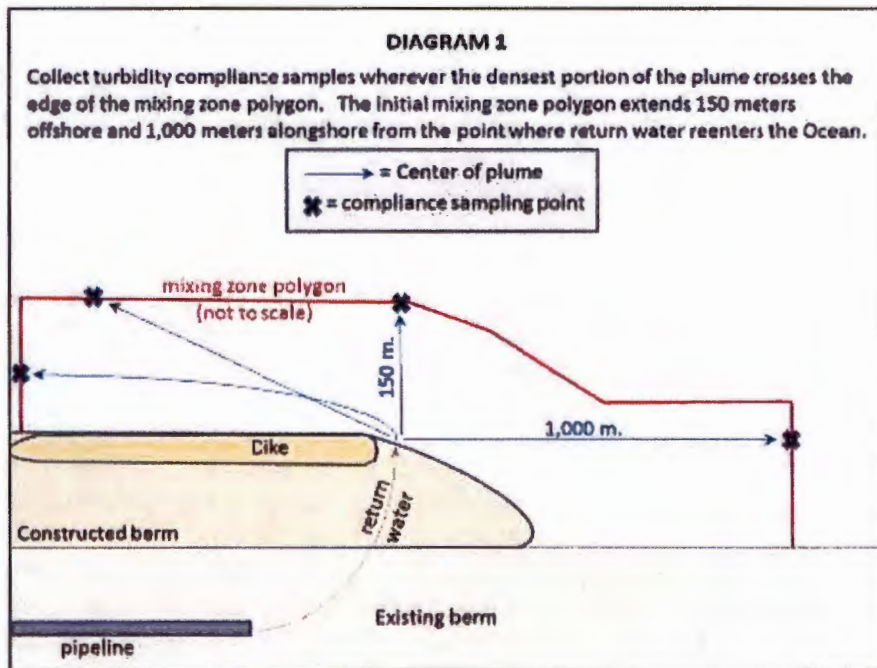
Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet).

Beach Site Background: Samples shall be collected at least 500 meters up-current from any portion of the beach that has been, or is

being, filled during the current construction event, at the same distances offshore as the associated compliance samples. All background sampling shall occur clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Beach Site Compliance: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures up to 150 meters offshore and up to 1,000 meters alongshore from the point where the return water from the dredged discharge reenters the Atlantic Ocean. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 1.*



Intermediate Monitoring (required when using a mixing zone that exceeds 150 meters in size): Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet), at points approximately 150, 500, and 750 meters downcurrent from the point

where the return water from the dredged discharge reenters the Atlantic Ocean (if those points are located inside the mixing zone), within the densest portion of any visible turbidity plume generated by this project. These measurements will be used to calibrate the size of the mixing zone for future events.

Calibration: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity "standards" that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:
<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

26. 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 6 NTUs above the corresponding background turbidity levels when the plume extends into OFW, or 29 NTUs above the corresponding background turbidity levels outside of the OFW, 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 JCP Compliance Officer via email at JCPCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Northeast District office.

Any project-associated turbidity source other than dredging or fill placement for beach nourishment (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level exceeds 6 NTUs above background within the OFW or 29 NTUs above background outside of the OFW, the construction activities related to the

exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state "OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE".

- a. When reporting a turbidity exceedance, the following information shall also be included:
 - i. the Project Name;
 - ii. the Permit Number;
 - iii. location and level (NTUs above background) of the turbidity exceedance;
 - iv. the time and date that the exceedance occurred; and
 - v. the time and date that construction ceased.
 - b. Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the "Exceedance Report", plus the following information:
 - i. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
 - ii. corrective measures that were taken; and
 - iii. cause of the exceedance.
27. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (6 NTUs above background within the OFW or 29 NTUs above background outside of the OFW) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:
- a. time of day samples were taken;
 - b. dates of sampling and analysis;

- c. GPS location of sample and source. *When possible, coordinates should be provided in decimal degrees with a 5 decimal level of precision (i.e., 0.00001). Please also indicate the datum;*
- d. depth of water body;
- e. depth of each sample
- f. antecedent weather conditions, including wind direction and velocity;
- g. tidal stage and direction of flow;
- h. water temperature;
- i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction;
- j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
- k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
- l. 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 Department's JCP Compliance Officer. 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's JCP Compliance Officer, 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.0377843-001-JC"**

28. **North Atlantic Right Whales.** Transportation of material from the borrow area, in federal waters, to the pipeline corridor for the beach fill area occurs in Critical Habitat Unit 2 as defined by the National Marine Fisheries Service (NMFS). Vessels in the area, between November 15 and April 15, should operate consistent with all federal regulations.

29. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow completion of the second maintenance event. The extension would be documented through an administrative modification.
30. **Post-Construction Meeting.** Within 60 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis.
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachment(s):

1. Approved Permit Drawings (17 pages, signed and sealed February 2021)
2. Approved Physical Monitoring Plan (dated September 2020)
3. Approved Sediment QA/QC Plan (dated December 2020)


CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

FILING AND ACKNOWLEDGMENT

**Joint Coastal Permit
Ponte Vedra Beach Restoration Project
Permit No. 0377843-001-JC
Page 34 of 34**

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



Clerk

April 12, 2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2023

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

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

PRODUCER State Farm DENNY DOYLE, AGENT 7807 BAYMEADOWS RD E STE 100 JACKSONVILLE, FL 32258	CONTACT NAME: PEGGY MELE PHONE (A/C, No, Ext): 9047373777 FAX (A/C, No): E-MAIL ADDRESS: PEGGY@DENNYDOYLE.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Florida Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 OLSEN ASSOCIATES INC
 2818 HERSCHEL STREET
 JACKSONVILLE, FL 32204

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	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WATERCRAFT LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		98-BK-X282-9B	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			110 7253-A09-59C L13-0097-A09-59K	01/09/2023 01/09/2023	01/09/2024 01/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			98-BM-C190-4 B	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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 \$

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

ADD'L INSURED: ST JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, 500 SAN SEBASTIAN WAY, ST AUGUSTINE, FL

CERTIFICATE HOLDER ST JOHNS COUNTY, A POLITICAL S/D OF THE ST OF FL 500 SAN SEBASTIAN WAY ST AUGUSTINE, FL 32084	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. AUTHORIZED REPRESENTATIVE
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Client#: 1049728

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2023

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

PRODUCER: USI Insurance Services, LLC, 2502 N Rocky Point Drive, Suite 400, Tampa, FL 33607. CONTACT NAME, PHONE (A/C, No, Ext): 813 321-7500, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Casualty and Surety Company (NAIC # 19038), INSURER B: Argonaut Insurance Company (NAIC # 19801), INSURER C: Great American Insurance Company (NAIC # 16691), INSURER D, E, 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, Professional Liability, and Maritime Emp Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis. Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium as required by written contract.

CERTIFICATE HOLDER: St. Johns County, a political subdivision of the State of Florida, 500 San Sebastian View, Saint Augustine, FL 32084. 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. AUTHORIZED REPRESENTATIVE: B. M. Carl

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