

RESOLUTION NO. 2024 - 120

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CHANGE ORDER NO. 07 FOR PHASE II OF RFQ NO. 19-51; PONTE VEDRA BEACH MANAGEMENT PROJECT DEVELOPMENT, DESIGN, AND PERMITTING.

RECITALS

WHEREAS, the County entered into Master Contract No: 19-MAS-OLS-11278 with Olsen Associates, Inc. to provide professional engineering services for project development, permitting, and design for St. Johns County's Ponte Vedra Beach Management Project, as needed in accordance with RFQ No. 19-51; and

WHEREAS, the scope of the services under Master Contract No: 19-MAS-OLS-11278 included the provision of Professional Engineering Services for project development, permitting, and design for St. Johns County's Ponte Vedra Beach Management Project.in accordance with RFQ No. 19-51; and

WHEREAS, the work referenced above, referred to as Phase I, has reached the point where construction can commence, thereby necessitating Phase II of the project. Phase II requires construction period activities, project-wide permit compliance, environmental monitoring, post-construction documentation, and year-1 post construction physical monitoring; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed change order (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 Change Order No. 07 in the amount of \$738,733.00 dollars, in substantially the same form and format as attached, for completion of the work 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, this 19th day of March, 2024.

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

By: _____
Sarah Arnold, Chair

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

Rendition Date: MAR 19 2024

By: Crystal Smith
Deputy Clerk





CHANGE ORDER NO: 07

RFQ No: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting -
Master Contract No: 19-MAS-OLS-11278
Original Contract Date: October 24, 2019

Consultant: Olsen Associates, Inc.
2618 Hersch
Jacksonville, FL 32204

Date: February 26, 2024
Project: Ponte Vedra Beach Restoration Project - Phase II

SCOPE OF WORK:

Change Order #07 is hereby issued to increase the Contract Price of Master Contract #19-MAS-OLS-11278 by seven hundred thirty-eight thousand seven hundred thirty-three dollars and zero cents (\$738,733.00) for the Consultant to provide construction-period contract management, construction observation and tracking, permit compliance, environmental monitoring during and after construction, post-construction documentation, and Yr-1 post-construction monitoring documentation, for the nourishment of the northern 8.9 miles of beach that extends from St. Johns/Duval County line at the FDEP reference monument R-1 southward to the GTM-NERR boundary at R-46.2, as provided in the Consultant’s proposal dated February 19, 2024, attached hereto. The County is authorizing an extension of three hundred sixty-five (365) days for Consultant to complete this additional work.

PAYMENT TERMS:

Original Contract Price	\$	922,300.00
Net Change by previously authorized Change Orders	\$	49,300.00
Contract Price prior to this Change Order	\$	971,600.00
Contract Price is hereby increased in the amount of	\$	738,733.00
Revised Contract Price including this Change Order	\$	1,710,333.00

SCHEDULE:

The Contract Time is hereby extended, as provided below:
Original NTP: 10/24/2019 + 730 consecutive calendar days = 10/23/2021 Final Completion + 365 consecutive calendar days = 10/23/2022 (CO #02) + 38 consecutive calendar days = 11/30/2022 (CO #03) + 31 consecutive calendar days = 12/31/2022 (CO #04) + 365 consecutive calendar days = 12/31/2023 (CO #05) + 365 consecutive days = 12/30/2024 (CO #06) + 365 consecutive days = 12/30/2025 (CO #07) Revised Final Completion Date.

Acceptance of this Change Order shall constitute a modification to Master Contract No: 19-MAS-OLS-11278 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.

Representative
Signature: _____
Printed Name
& Title: _____
Date: _____

St. Johns County, FL

Representative
Signature: _____
Printed Name Leigh A. Daniels, CPPB
& Title: Purchasing Manager
Date: _____



All terms and conditions of the above-referenced Master Contract dated October 24, 2019 remain in full force and effect. All invoices must reference Change Order #07. By approving this change order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this change order until funds are available in the appropriate line item.

MEMORANDUM



Date: 19 February 2024

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 *AEB*

Re: RFQ 19-51
Construction Period Engineering Services for Beach Nourishment Project

Change Order #07

Coastal Engineering Services for Construction Period Activities and Project-wide Permit Compliance; Environmental Monitoring; Post-Construction Documentation; and Yr-1 Post-Construction Physical Monitoring

Attached please find our Proposal for Change Order #07 for RFQ #19-51 for the above-referenced project. This includes construction-period services for the 2024 Ponte Vedra Beach, FL, Beach Restoration Project.

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

Enc. - PROPOSAL #19-51 CO #07
(inc. tentative schedule and Attachment #1 – Terms of Compensation)

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES

FOR

PONTE VEDRA BEACH, FL, BEACH RESTORATION PROJECT

St. Johns County, FL

Construction Period Activities and Project-wide Permit Compliance;
Environmental Monitoring; Post-Construction Documentation; and
Yr-1 Post-Construction Physical Monitoring

19 February 2024

The St. Johns County Board of County Commissioners is preparing to construct the Ponte Vedra Beach, FL, Beach Restoration Project. The project includes the nourishment of the northern 8.9 miles of the St. Johns County, FL, shoreline (**Figure 1**), from the St. Johns/Duval County line southward to the Guana-Tolomato-Matanzas National Estuarine Research Reserve (GTM-NERR) (see **Figure 1**).

General Work Plan

SJC proposes to construct a 2-million cubic yard beach nourishment project via trailing-suction hopper dredge, utilizing sand excavated from an offshore borrow area located roughly 4-miles offshore in Federal waters. The project is planned to commence as early as April 2024 and be completed at the end of July 2024 (approx.), depending the actual start date and construction progress. The 8.9-mile beach fill extends from the St. Johns/Duval County line at Florida Department of Environmental Protection (FDEP) reference monument R-1 southward to the GTM-NERR boundary at R-46.2.

Work covered under this Change Order Proposal includes post-award, pre-construction activities, including regulatory coordination by the Consultant, construction-period contract management, construction observation and tracking, permit compliance, environmental monitoring during and after construction, post-construction documentation, and Yr-1 post-construction monitoring and documentation.

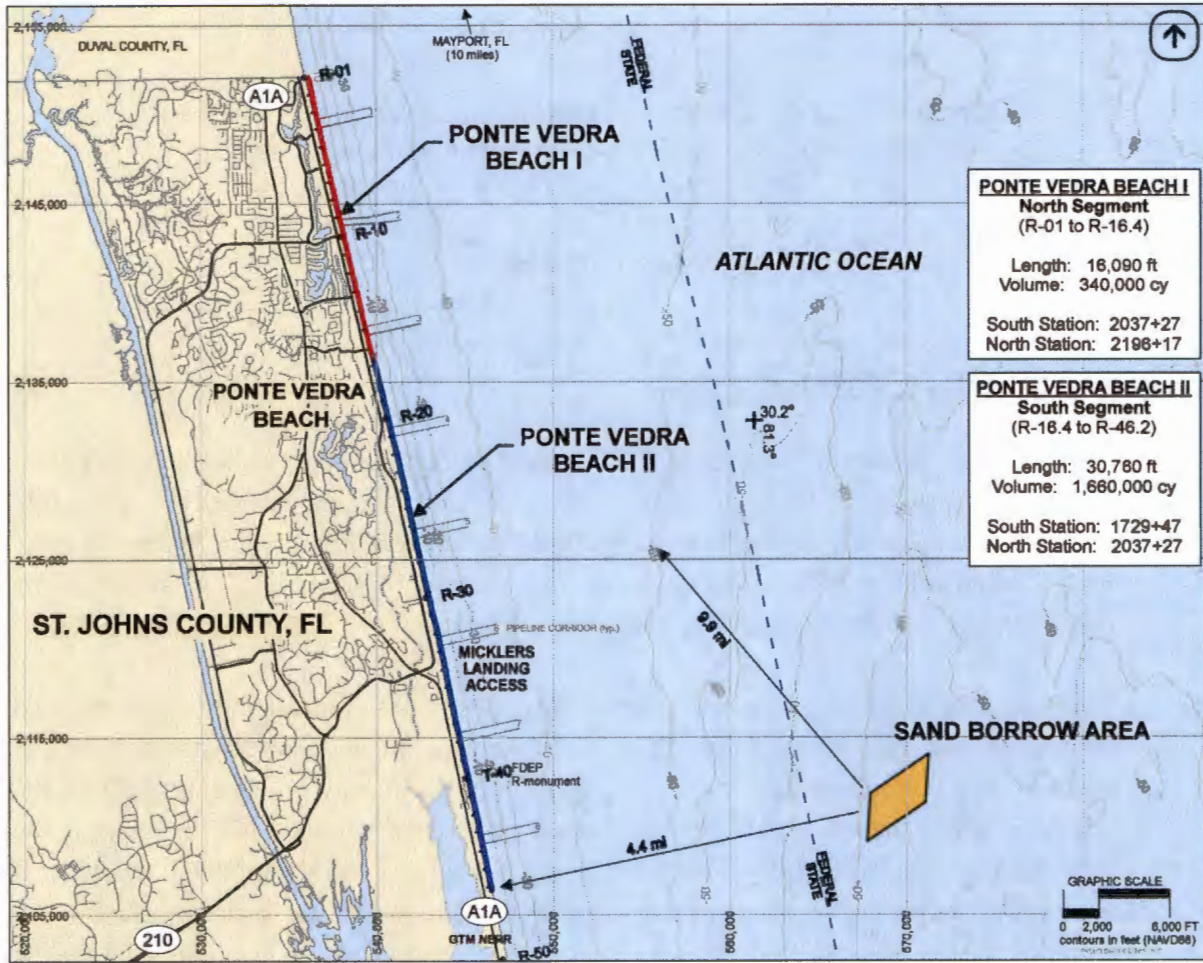


Figure 1 Location Map – Ponte Vedra Beach, FL, Beach Restoration Project.

Compensation

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

PONTE VEDRA BEACH, FL, BEACH RESTORATION PROJECT

St. Johns County, FL

Construction Period Activities and Project-wide Permit Compliance;
Environmental Monitoring; Post-Construction Documentation; and
Yr-1 Post-Construction Physical Monitoring

19 February 2024

GENERAL SCOPE OF WORK ITEMS

- 1) This Scope of Work for contemplates a Contractor dredging and sand placement period that extends for 16+ weeks, beginning in April 2024, and extending through the end of July 2024 (as determined from the bid received by the apparent low bidder, Weeks Marine, Inc.). Mobilization by the Contractor is expected in March 2024. Changes in the construction schedule may result in additive work and costs.
- 2) This Scope of Work and proposal assumes that construction-related and permit-required daily shorebird monitoring; daily marine turtle nest monitoring and construction-related marine turtle nest relocation; and daily gopher tortoise burrow monitoring shall be the responsibility of the awarded Contractor from the time the Contractor NTP is issued to the time the Contractor has fully completed a beach segment and demobilized to the next segment. Monitoring services for the remainder of the marine turtle nesting season are included in this proposal, along with project management tasks to be completed by the environmental subconsultant.
- 3) This Scope of Work considers the need for a limited number of gopher tortoise relocations associated with the Mickler’s Landing access corridor, including the permitting associated with that work and the labor associated with it. Along the length of the beach fill, it is assumed that an avoidance authorization will be acquired and GT burrows shall be monitored. The proposal includes a minor level of coordination and management effort by the Consultant and the GT manager (subconsultant).
- 4) St. Johns County shall be responsible for the payment of any permit and permit modification fees and any public notice publication costs, should such arise.
- 5) This proposal provides for the identification and field staking of up to 24 parcels along the project limits where construction easements have not been acquired. Additional staking work requested by the County may result in additive work and costs.

TASK 10.0 – PROJECT COORDINATION AND COMMUNICATIONS

Subtask 10.1 – Regulatory/County Coordination

Regulatory Agency Coordination – The Consultant shall provide a trained and knowledgeable project manager as Point-of-Contact throughout the project. The Consultant shall provide ongoing coordination with the FDEP, the U.S. Army Corps of Engineers (USACE), and the Bureau of Ocean Energy Management (BOEM) to provide the necessary documentation and update of commencement, progress, and completion of the beach nourishment project. The Consultant team shall prepare and submit the permit-mandated pre-construction submittals as listed in the FDEP, USACE, and BOEM permits and shall maintain the Environmental Compliance Matrix (ECM) document as requested by BOEM. The Consultant shall complete those services necessary to provide ongoing updates to the appropriate regulatory agencies, seek permit clarifications or permit modifications as necessary, and respond to agency inquiries. 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, and provide assistance to the County in addressing inquiries regarding the project. Consultant shall maintain an updated contact list of project participants, partners and regulatory agencies. Consultant shall facilitate project meetings as required.

Pre-Construction Meeting - Consultant shall prepare and present the permit-mandated pre-construction conference (to be held via ZOOM), and shall provide pre-construction consultation with individual agencies as required. The Consultant shall work with the County to schedule the pre-con meeting and provide adequate notice to all parties.

Subtask 10.2 – Public Engagement

Consultant, with assistance from a public-relations subconsultant, shall assist the County in the preparation of numerous public-outreach efforts to discuss and update the project objectives, schedules, expected roads and access point usage, and beach and beach access closures as needed. Consultant and PR subconsultant shall provide ongoing progress update information to the County, including the maintenance of the construction schedule and a project website. Specific tasks to be completed by the Consultant team include:

- “Sand Breaking” Event – Consultant team shall organize and host an introductory groundbreaking event for the beach restoration support;
- Informational mailer – Consultant team shall work with the County develop and mail and information flyer to all oceanfront residents:
 - Perform graphic design, research, and writing assistance for mailer creation;
 - Provide materials, postage, assembly, and mailing services;

- Project Signage – Consultant team shall assist the County in the development and installation of up to three (3) large-format signboards (4'x6', generally); provide project information and guidance to County website for ongoing updated project information;
- Project website support – Consultant team shall maintain a project website providing project mapping services and updated project schedule and other informational updates.

Task 10 – Deliverables

The County shall receive electronic copies of all pertinent correspondence and presentation materials (memos, Powerpoint, etc.), as well as copies of regulatory notices, approvals, and permit modifications. The County shall receive an electronic copy of the informational flyer and notification of mailing, the informational signboards, and PDF copies of the project website and links. Unless otherwise noted, all transmittals shall be in electronic format, principally *.PDF file format.

Task 10 - Schedule: Preparation of all items shall commence immediately upon execution of this Change Order #07 and shall continue through project completion.

**TASK 11.0 – CONSTRUCTION CONTRACT ADMIN.; ENGINEERING REVIEW;
CONSTRUCTION OBSERVATION; PERMIT COMPLIANCE**

11.1 Engineering Services – Construction Contract Admin and Engineering Review

Pre-Project Template Re-Design – Utilizing the pre-construction survey provided by the Contractor, the Consultant shall rebalance the beach fill template to account for changes in beach conditions since the bid document survey and to maintain the desired pay volume in the construction template. Similarly, Consultant shall evaluate the pre-construction survey of the borrow area and make any necessary adjustments in its dimensions. Deliverables shall include revised design sheets as needed, modified Acceptance Sections, and berm width tabulations for survey control. Electronic copies of design data shall be provided to the Contractor for immediate implementation.

Review of Contractor Pre-Construction Submittals - The Consultant shall review, request revisions as needed, and coordinate the acceptance and distribution of the following typical pre-construction Plans-of-Action or submittals required of the Contractor, not limited to:

- a) Detailed Project Schedule
- b) Quality Control Plan
- c) Notice-To-Mariners (USGS)
- d) Survey and Construction Baseline Plan
- e) Grade Stake Recovery Plan (if grades stakes are used)
- f) Dredge Excavation Plan (Borrow Area); Pipeline Corridor Plan
- g) Environmental Protection Plan
- h) Accident Prevention Plan
- i) Severe Storm Plan

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 County, the FDEP, BOEM, 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 County 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 County one copy of the files for archival of records. The

Consultant shall maintain an updated version of the BOEM Environmental Compliance Matrix (ECM), for purposes of tracking compliance with permit requirements.

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 County 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 County 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 County in assembling the documentation needed for future reimbursement or cost sharing (State and Federal/FEMA).

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 10.0, the Consultant shall assist the County in disseminating information required to educate or inform the general public, affected shorefront owners, FDEP, BOEM, 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 County 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 County, 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 County 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 County 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 County, 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 11.1 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 County 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) via e-mail or through a secured File Transfer Protocol (FTP) site for shared use by Consultant and County.

Subtask 11.1 Schedule: See Proposal Condition #1 for the proposed project schedule.

11.2 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 a Site Representative 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 (24 hours/day, 7 days per week). 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 County or FDEP as appropriate.

The Consultant shall designate a Project Engineer, who will visit the site at least once every 7-10 days. The Project Engineer will serve as liaison between the Contractor and the County 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 dredge 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, visually 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 Plan along the nourished beach at the time of construction. Sampling stations will be dictated by the Plan. 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.

Periodic Progress Meetings. The Consultant team shall coordinate and participate in a weekly progress meeting with the County and the Contractor that summarizes the progress of construction; the upcoming work, including the need for periodic walk-aheads; compliance with the Permits and Contract; a review of manpower, amount of work performed and by whom, equipment, problems encountered, method to correct problems, errors, omissions, deviations from Contract Documents, and weather conditions; and updates to the progress and construction schedule. Daily reports from the Contractor shall be provided to the County with additional information from the Consultant as appropriate.

Subtask 11.2 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 11.2 Schedule: See Proposal Condition #1 for the proposed project schedule.

TASK 12.0 – PROJECT-RELATED ENVIRONMENTAL MONITORING: 2024

General – Certain project-related tasks will be performed during the course of the proposed beach nourishment construction and under the responsibility of the Contractor, including sea turtle nest monitoring and shorebird monitoring. IN ADDITION, through the Environmental Team Lead (ETL) and other members of the subconsultant team, the Consultant team shall perform additional monitoring tasks to complete the project and the 2024 season in four specific beach-related areas:

- Gopher tortoise (GT) initial project wide survey and access corridor relocation
- Post-construction-period 2024 daily marine turtle monitoring tasks,
- Weekly beach escarpment surveys,
- Wintering shorebird monitoring, and

12.1 Environmental Monitoring Services – Gopher Tortoise Surveys and Relocation

Note that the daily task of monitoring the dunes along the project length to protect gopher tortoise burrows shall be the responsibility of the Contractor upon execution of the Construction Agreement.

General. The Consultant and Gopher Tortoise manager shall provide coordination of GT protection efforts throughout the construction period. The Consultant shall utilize a qualified environmental monitoring subconsultant team to perform permit-mandated gopher tortoise surveying and relocations services.

Project-wide survey. The team shall appoint a trained and licensed Gopher Tortoise (GT) survey team to perform pre-construction surveys along the length of the beach nourishment project and the Mickler’s Landing access corridor.

Access Corridor GT Relocation - From the survey referenced above, the GT survey team lead (GTL) shall be responsible for developing, permitting, and implementing the plan to excavate GT burrows and relocate all GTs out of the access corridor at Mickler’s Landing within the access footprint to be used for the Contractor. 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 5 GTs. The Consultant and the GTL shall coordinate the payment of permitting and relocation fees and shall make such payments for subsequent invoicing to the County, 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 12.1 Deliverables: Deliverables for this task shall include GT survey report results, pertinent correspondence with regulatory personnel (FWC), Subconsultant, and County, and the post-project gopher tortoise monitoring/relocation reports. Where applicable and appropriate, electronic PDF versions of documents shall be submitted to the County.

Subtask 12.2 Schedule: See Proposal Condition #1 for the proposed project schedule. Survey and clearing of the access corridor at Mickler’s Landing shall commence immediately upon execution of this Change Order #07.

12.2 Environmental Monitoring Services – Sea Turtle Nest & Shorebird Monitoring

Note that the daily tasks of monitoring for marine turtle nesting and relocation of marine turtle nests that fall within the project footprint shall be the responsibility of the Contractor upon execution of the Construction Agreement.

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, 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 2024 season in the constructed beach segments (currently estimated to be 92 days). 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 0377843-001, as modified, are incorporated herein by reference.

The ETL (subconsultant) 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 2024 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 2024 season for Ponte Vedra Beach (R-1 to R-46.2). 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 by e-mail or 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 2024 season monitoring data (report by January 31st, 2025, approx.).

Subtask 12.3 – 2024 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, 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 Ponte Vedra Beach for the periods of time in which construction-related activities occur and afterward through November 1 (April 15th to November 1). 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 2024 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 2024 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 by e-mail or 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 2024 season monitoring data (report by January 31st, 2025, approx.).

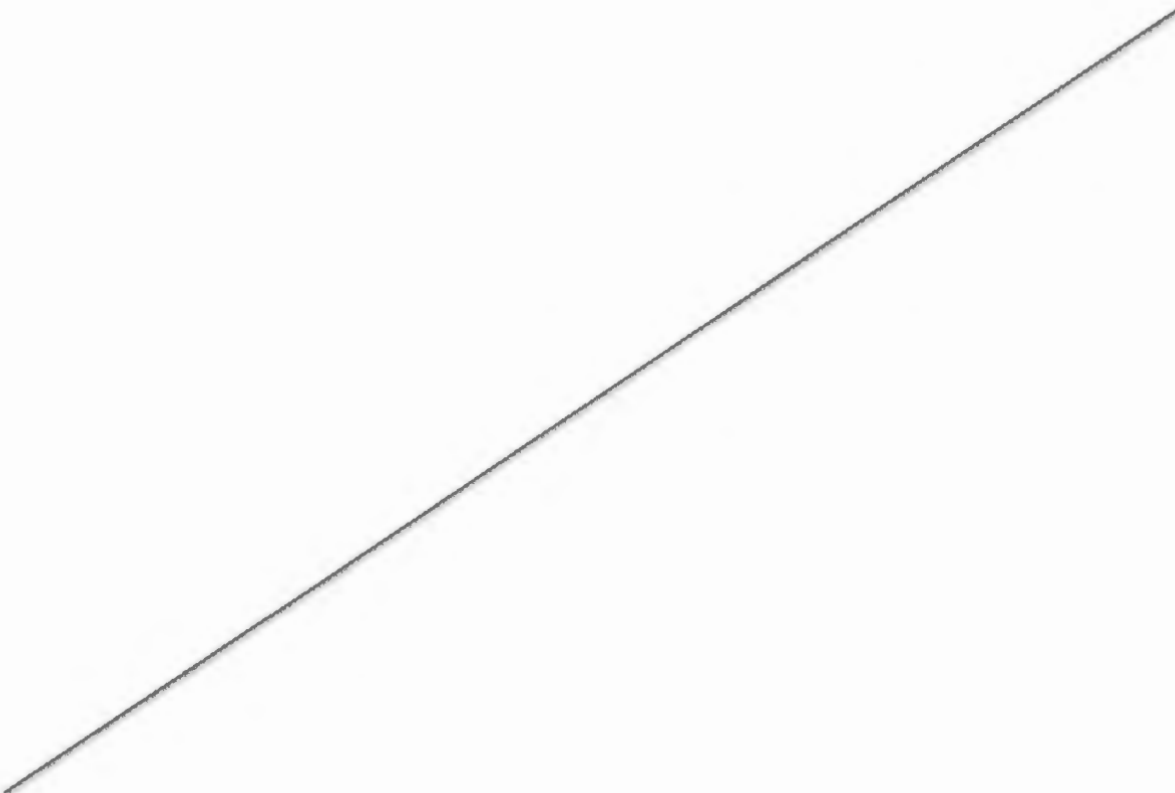
Subtask 12.3 – 2024-25 wintering shorebird surveys

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 April 2024 to May 2025. 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 Ponte Vedra Beach. 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 12.3 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 2025.



TASK 13 - POST-CONSTRUCTION DOCUMENTATION

Consultant shall prepare a post-construction report suitable to demonstrate and document the eligibility of the beach nourishment 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 all constructed segments and permit requirements for all sets of permits involved in the project.

The Consultant shall prepare a detailed post-construction coastal monitoring report, which will summarize the beach changes associated with the dredging and beach construction operations. The analyses and report shall address the physical changes to the engineered beach, as applicable (change in beach contour positions, beach elevation, and beach volume) during the construction period, as well as the production details and rates for the dredge Contractor. Utilizing the pre-, interim progress-, and post-construction surveys provided by the 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. 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, BOEM, and USACE in accordance with the project permits for monitoring.

Task 13 - Deliverables: The County shall receive:

- Electronic copies of monitoring report in PDF format, FDEP-formatted beach profile data (including borrow area if surveyed), and all survey control reports,
- Electronic copies of the report and data described above shall be transmitted to the regulatory agencies as appropriate (FDEP, BOEM, USACE).

Task 13 - Schedule: The post-construction reporting shall be submitted within 90 days of receipt of all post-construction data.

TASK 14 - 1-YR POST-CONSTRUCTION PHYSICAL MONITORING

The Consultant team shall conduct the Year-1 post-construction physical monitoring of the 2024 nourishment of the Ponte Vedra Beach, FL, Beach Restoration Project, as directed by the Florida Department of Environmental Protection Joint Coastal Permit #0377843-001 and its associated physical monitoring plan (dated 16 September 2020). The monitored area extends for roughly eleven miles, including FDEP R-monuments R-1 to R-51 in St Johns County, FL, and R-75 to R-79 in Duval County, FL. The project area likewise includes the offshore borrow area, located four miles offshore in the Atlantic Ocean (in Federal Waters). The initial nourishment is scheduled for April-July 2024. Beach profiles shall be collected along 56 beach profiles from the dunes seaward. No survey of the project borrow shall be conducted at Year-1 (2025).

Subtask 14.1 - Beach Profile Surveys

The Consultant, through a certified hydrographic survey subcontractor, shall collect topographic and bathymetric survey data along 56 beach profiles, originating at the historical FDEP R-monument transects identified above which are spaced approximately 1,000 ft apart along the project length and adjacent shorelines. These data shall be collected in accordance with the FDEP monitoring guidelines for collection of survey data, <https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>.

Details of the survey plan and schedule can be found in the Physical Monitoring Plan. Engineer shall provide ongoing liaison tasks with County and with neighboring GTM and Duval County personnel as appropriate.

Surveyor shall provide electronic copies of the survey data in the prescribed datums to the Engineer for formatting and distribution to the County and FDEP. Surveyor shall likewise provide to Engineer an electronically signed and sealed copy of the plotted survey, in either plan view or beach profile section view format. Surveyor and Engineer shall develop and submit those portions of the FDEP data submittal requirements that are the primary responsibility of the Surveyor, including copies of the field book pages from the survey, monument control, QA/QC, surveyor reports, etc. Engineer shall review and approve prior to submittal to FDEP.

Subtask 14.2 - Analyses, Mgmt., Engineering, Report & FDEP Documentation

The Consultant shall prepare a detailed coastal monitoring report, which will summarize the annual changes as well as a cumulative assessment of overall project performance. The report shall include graphic presentations of temporal and cumulative changes of selected beach contours over time. Volumetric changes at each survey profile and throughout the limits of fill shall be computed and presented in tabular and graphic forms. Relevant aerial photography (if available) will be utilized to further analyze shoreline changes that may occur between survey lines (beach cusps, rhythmic bar features, etc.). Changes over time within and adjacent to the constructed borrow area (if surveyed) shall be quantified and

discussed. Analyses shall discuss shoreline change trends, potential cause and effect relationships, building proximity (and vulnerability) to the MHWL, storm impacts, other littoral impacts, and a local sediment budget for the area of interest. Net changes to the adjacent shorelines shall be assessed.

Major report(s) of findings will be submitted annually approximately 90 days subsequent to the receipt of data from each major monitoring survey. Allowance for one site visit is included in the present Scope of Work. The data and historical analyses contribute to documenting not only pre-storm conditions for FEMA-declared disasters, but also providing clear information regarding the efforts of the County in maintaining an engineered beach eligible for post-disaster assistance from FEMA.

Sub-tasks include:

- Contract and Subcontractor management,
- Data QA/QC and formatting per FDEP specifications,
- Update of post-construction history:
 - Overall project history and beach maintenance activities
 - Storm impacts and wave climate for prior year
- Analysis of shoreline position changes (graphical and tabular data created):
 - Most recent annual intersurvey-period and since restoration
 - Interpretation of aerial photography and effects of alongshore variations
- Analysis of beach volume changes (graphical and tabular data created):
 - Most recent annual intersurvey-period and since restoration
 - Analysis of percentage of placed sand remaining
 - Interpretation of aerial photography and effects of alongshore variations
- Interpretation and summary of overall project performance
- Recommendations for future activities,
- Preparation of historical beach profile plots, including most recent survey,
- Assembly of data submittals
 - Electronic data
 - Subcontractor/surveyor reports
- Document preparation and distribution

Task 14 – Deliverables The County shall receive:

- Electronic copies of monitoring report in PDF format, FDEP-formatted beach profile data (including borrow area if surveyed), and all survey control reports,
- Electronic copies of the report and data described above shall be transmitted to the regulatory agencies as appropriate (FDEP, BOEM, USACE).

Task 14 - Schedule: The Yr-1 post-construction reporting and data shall be submitted within 90 days of receipt of all survey data.

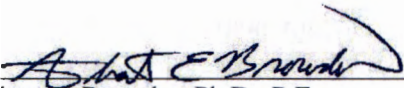
----- End of Contract Proposal (see Attachment 1 for Compensation details) -----

PROPOSAL OFFER

This proposal is hereby offered on:

19 February 2024

By:


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

Its:

Principal, Vice-President and Corporate Secretary

ATTACHMENT #1 – TERMS OF COMPENSATION

FOR

CHANGE ORDER #07

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES

PONTE VEDRA BEACH, FL, BEACH RESTORATION PROJECT

St. Johns County, FL

Construction Period Activities and Project-wide Permit Compliance;
Environmental Monitoring; Post-Construction Documentation; and
Yr-1 Post-Construction Physical Monitoring

19 February 2024

1.0 Specific Terms

1.1 For this Proposal for Change Order #07 to Agreement #19-51, 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 #07** services, the Consultant shall receive compensation in the NTE amount of **\$ Seven Hundred Thirty-Eight Thousand Seven Hundred Thirty-Three Dollars and Zero Cents (\$738,733.00)**, 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 #19-51: Fee Schedule Change Order #07.”

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#07, are provided in the attached table “Proposal #19-51: Fee Schedule CO #07.” These NTE fees include all travel and direct costs associated with the work described in the Proposal.

Proposal #19-51: Fee Schedule CO#07

SJC 19-51	Ponte Vedra Beach, FL, Beach Nourishment CO #07	17-Feb-24
	Construction Period Services & Documentation;	
	Env. Monitoring; Yr-1 Physical Monitoring	
	CO# 07	\$ 738,733.00

PHASE II - CONSTRUCTION		
Task #	Description	Amount (\$)*
10.0	Project Coordination and Communications	\$ 35,600.00
11.0	Contract Admin/Construction Tracking/Permit Compliance	\$ 383,329.00
12.0	Env. Monitoring	\$ 162,564.00
13.0	Post-Construction Documentation	\$ 61,820.00
14.0	2025 Year-1 Post-Construction Physical Monitoring	\$ 95,420.00

olsen associates, inc.

Olsen Associates, Inc.

2024 Billing Rates & Key Personnel

Position	Name	\$ rate/hr
Principal	Albert E. Browder, Ph.D., P.E.	\$ 245
Principal	Christopher G. Creed, P.E.	\$ 245
Principal	Kevin R. Bodge, Ph.D., P.E.	\$ 245
Principal Technical Advisor	Erik J. Olsen, P.E.	\$ 245
Senior Engineer	Steven C. Howard, P.E.	\$ 180
Senior Engineer	William A. Hobensack, P.E.	\$ 180
Coastal Engineer III	Krista J. Egan, P.E.	\$ 127
Coastal Engineer II	Zachary N. Bedell, E.I.	\$ 122
Coastal Engineer I	Benjamin Gross, E.I.	\$ 122
Coastal Engineer I	Sergio A. Pena, E.I.	\$ 111
Coastal Engineer I	Luis Valderrama, E.I.	\$ 111
Draftsman/Designer (CADD)	Michael J. Lawson	\$ 95
Administrative Assistant	Heather D. Kalka	\$ 100

Prepared for: St. Johns County, FL

Project: RFQ 19-51 CO#7

1-Jan-24

Attachment 1

OAI Proposal for RFQ #19-51 C.O. #07 – Cnstrxn-Period Services

SJC 19-51 Change Order #07 Construction Period Services, Env. Monitoring, Post-Con Documentation, Yr-1 Phys Monitoring
 Ponte Vedra Beach, FL, Beach Nourishment Project \$ 738,733.00
 ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS
 OAI and subcontractors

EXHIBIT B
17-Feb-24

Task 10 Project Coordination and Communications Subtotal \$ 35,600.00

DIRECT LABOR										
LABOR CATEGORY	ADMIN/ MGMT	PRE-CON PREP	MEETINGS / PR					TOTAL HOURS	2024 RATE	COST
Principal Engineer	8	16	16					40	\$ 245	\$ 9,800.00
Senior Engineer			24					24	\$ 180	\$ 4,320.00
Coastal Engineer III	4	16	16					36	\$ 127	\$ 4,572.00
Coastal Engineer II			0					0	\$ 122	\$ -
Coastal Engineer I	4	8	16					28	\$ 111	\$ 3,108.00
Draftsman/Designer (CADD)			0					0	\$ 95	\$ -
Administrative Assistant	4		4					8	\$ 100	\$ 800.00
SUBTOTAL DIRECT LABOR:										\$ 22,600.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Old City PR	\$ 13,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 13,000.00

Task 11 Contract Admin/Construction Tracking/Permit Compliance weeks: 17.0 Subtotal \$ 383,329.00

DIRECT LABOR										
LABOR CATEGORY	ADMIN/ MGMT	ENGR. / DESIGN UPDATES	SAND/\$ BUDGET TRACKING	PROGRESS REPORTING	CNSTRXN TRACKING	FIELD VISITS	PERMIT COMPL. & SED QA/QC	TOTAL HOURS	2024 RATE	COST
Principal Engineer	119	17	17	17	17	34	20	241	\$ 245	\$ 59,045.00
Senior Engineer	0	17	0	0	0	0	0	17	\$ 180	\$ 3,060.00
Coastal Engineer III	68	68	34	17	51	68	51	357	\$ 127	\$ 45,339.00
Coastal Engineer II	0	34	0	0	0	0	0	34	\$ 122	\$ 4,148.00
Coastal Engineer I	17	68	68	34	51	68	51	357	\$ 111	\$ 39,627.00
Draftsman/Designer (CADD)	0	34	0	0	0	0	0	34	\$ 95	\$ 3,230.00
Administrative Assistant	34	0	0	0	0	0	0	34	\$ 100	\$ 3,400.00
SUBTOTAL DIRECT LABOR:										\$ 157,849.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc (parcels)	\$ 25,560.00
VIA obsv.	\$ 199,920.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 225,480.00

Task 12 Env. Monitoring Subtotal \$ 162,564.00

DIRECT LABOR										
LABOR CATEGORY	ADMIN/ MGMT	ENGR. ASST						TOTAL HOURS	2024 RATE	COST
Principal Engineer	24							24	\$ 245	\$ 5,880.00
Senior Engineer								0	\$ 180	\$ -
Coastal Engineer III		16						16	\$ 127	\$ 2,032.00
Coastal Engineer II								0	\$ 122	\$ -
Coastal Engineer I	8	24						32	\$ 111	\$ 3,552.00
Draftsman/Designer (CADD)								0	\$ 95	\$ -
Administrative Assistant	8							8	\$ 100	\$ 800.00
SUBTOTAL DIRECT LABOR:										\$ 12,264.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
LG2 GT work	\$ 72,500.00
CCG (2024 post-con)	\$ 77,800.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 150,300.00

Task 13 Post-Construction Documentation Subtotal \$ 61,820.00

DIRECT LABOR										
LABOR CATEGORY	ADM/MGT	QA/QC	ANALYSES	RPT PREP.				TOTAL HOURS	2024 RATE	COST
Principal Engineer	4	4	16	8				32	\$ 245	\$ 7,840.00
Senior Engineer			4	4				8	\$ 180	\$ 1,440.00
Coastal Engineer III	4	8	40	40				92	\$ 127	\$ 11,684.00
Coastal Engineer II			40	40				40	\$ 122	\$ 4,880.00
Coastal Engineer I		16	120	160				296	\$ 111	\$ 32,856.00
Draftsman/Designer (CADD)			8	8				16	\$ 95	\$ 1,520.00
Administrative Assistant	8		8	8				16	\$ 100	\$ 1,600.00
SUBTOTAL DIRECT LABOR:										\$ 61,820.00

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

Task 14 2025 Year-1 Post-Construction Physical Monitoring Subtotal \$ 95,420.00

DIRECT LABOR										
LABOR CATEGORY	ADM/MGT	QA/QC	ANALYSES	RPT PREP.				TOTAL HOURS	2024 RATE	COST
Principal Engineer	4	4	16	8				32	\$ 245	\$ 7,840.00
Senior Engineer			4	4				8	\$ 180	\$ 1,440.00
Coastal Engineer III	4	8	40	40				92	\$ 127	\$ 11,684.00
Coastal Engineer II			40	40				40	\$ 122	\$ 4,880.00
Coastal Engineer I		16	120	160				296	\$ 111	\$ 32,856.00
Draftsman/Designer (CADD)			8	8				16	\$ 95	\$ 1,520.00
Administrative Assistant	8		8	8				16	\$ 100	\$ 1,600.00
SUBTOTAL DIRECT LABOR:										\$ 61,820.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
Arc survey	\$ 33,600.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 33,600.00

PURCHASING REQUEST FORM

Date: 02/26/2024

Department: Coastal Management

Contact/Project Mgr: Stephen Hammond

Dept Head Approval: Damon Douglas

Task Order

Change Order

Amendment

Bid/RFP/RFQ #: RFQ 19-51

Vendor Name: Olsen

Amount Budgeted: 738,733

Cost/GL Code(s): 3346-53180-4060-53180

Proposal Attached: yes (Yes or No)

Completion Time:

or Contract Time Increase/Decrease: 365

(Number of Days)

Scope of Work:

Construction Period Activities and Project-wide Permit Compliance; Environmental Monitoring; Post-Construction Documentation; and Yr-1 Post-Construction Physical Monitoring for the Ponte Vedra Beach Restoration Project. A 1 year extension to the contract time to account for post construction biological and physical monitoring.

Reason for Change: (Change Orders and Amendments Only)

Chang Order to have Olsen complete the project construction administration for Ponte Vedra Beach Restoration Project. A 1 year extension to the contract time to account for post construction biological and physical monitoring.

Important Info:

Please complete and forward, via email, to your department's Purchasing Liaison.



CONTRACT AGREEMENT
RFQ NO: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract #: 19-MAS-OLS-11278

This Contract Agreement, ("Agreement") is made as of this 24th day of October 2019, ("Effective Date"), by and between **St. Johns County, FL** ("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"), authorized to do business in the State of Florida, whose principal offices are located at 2618 Herschel St., Jacksonville, FL 32204; Phone: (904) 387-6114; Fax: (904) 384-7368; Email: abrowder@olsen-associates.com.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of signature by all parties, as of the Effective Date shown above, shall remain in effect for a contract term of two (2) calendar years, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; Federal Emergency Management Agency (FEMA) Public Assistance Program Required Contract Provisions (Exhibit B); this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to provide Professional Engineering Services for project development, permitting, and design for St. Johns County's Ponte Vedra Beach Management Project, as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFQ No: 19-51 and as otherwise provided in the Contract Documents.

Services provided by the Consultant shall be under the general direction of St. Johns County Public Works Department, or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. The County shall compensate the Consultant for Phase I – Permit-Level Design & Permit Application Preparation and Submittal a lump sum amount of **Nine Hundred Twenty-two Thousand Three Hundred Dollars (\$922,300.00)** according to the pricing proposal attached hereto as Exhibit "C", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.

Contingent upon future authorization by the St. Johns County Board of County Commissioners and legal appropriation of required funds, the County shall compensate the Consultant for Phase II – Post-Permit Application Tasks, Development of Plans & Specifications a lump sum amount of **One Hundred Ninety-four Thousand dollars (\$194,000.00)** according to the pricing proposal attached hereto as Exhibit "C", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.

- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall invoice the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. Invoices shall not be submitted in advance of services being performed. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the County that:
 - 1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
 - 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
 - 3. The reimbursable expenses, if any, have been reasonably incurred; and
 - 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
 - St. Johns County Public Works Department
 - Attn: Damon Douglas
 - 2750 Industry Center Road
 - St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance

written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – E-VERIFY

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant to perform work under this Agreement. Additionally, the Consultant shall expressly require any sub-contractors performing work or providing services pursuant to this Agreement shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of

all new employees hired by the sub-contractor to perform work under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during 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 15 - INSURANCE

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

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

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall 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 to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Consultant in the performance of the Contract.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

ARTICLE 20 – 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 thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at 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.

ARTICLE 21 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if

the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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.

ARTICLE 23 – INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, 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.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written

instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

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

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (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 for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – 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 the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Olsen Associates, Inc.
Attn: Albert E. Browder, Ph.D., P.E. / Vice-President, Principal
2618 Herschel Street
Jacksonville, FL 32204

ARTICLE 36 - 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.

ARTICLE 37 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (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 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 completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable 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.

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

IF THE CONTRACTOR 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: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7)

Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**RFQ NO: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract #: 19-MAS-OLS-11278**

IN WITNESS WHEREOF, authorized representatives of the County and Consultant have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Printed Name of County Representative

Purchasing Manager
Title of County Representative

Jaime T. Locklear
Signature County Representative

10/24/19
Date of Execution

CONSULTANT:

Olsen Associates, Inc.
Company Name

AEB
Signature of Consultant Representative

Albert E. Browder, VP & Corp. Secretary
Printed Name & Title

23 October 2019
Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Crystal Smith
Deputy Clerk

10/24/19
Date of Execution

ST JOHNS COUNTY

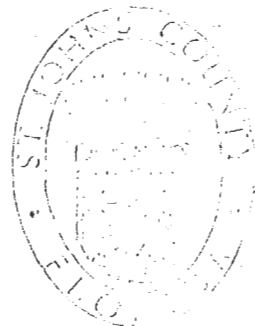
OCT 24 '19

PURCHASING

LEGALLY SUFFICIENT

Al C. Lewis
Deputy County Attorney

10-28-19
Date of Execution






CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2019

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

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

PRODUCER StateFarm  Denny Doyle Agent 7807 Baymeadows Rd E Suite 100 Jacksonville, FL 32256	CONTACT NAME: PEGGY MELE PHONE (A/C No. Ext.): 904-737-3777 E-MAIL ADDRESS: PEGGY@DENNYDOYLE.COM		FAX (A/C No.): 7370363
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Olsen Associates Inc 2618 Herschel Street Jacksonville, FL 32204-4512	INSURER A: State Farm Mutual Automobile Insurance Company		25178
	INSURER B: State Farm Florida Insurance Company		10739
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

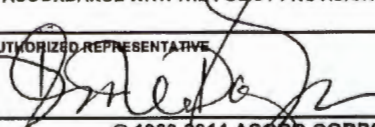
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input 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	01/09/2019	01/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		110 7253-A09-59C L13-0097-59K 110-7253-59b	01/09/2019	01/09/2020	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	01/09/2019	01/09/2020	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				<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> 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)

TO BE LISTED AS ADDITIONAL INSURED:

St Johns County, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine, FL 32084

CERTIFICATE HOLDER St Johns County, a political subdivision of the State of Florida ST JOHNS COUNTY 500 San Sebastian View St. Augustine, FL 32084 OCT 24 '19 PURCHASING	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 
--	--

Client#: 1049728

OLSENASS2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC
INSURED: Olsen Associates, Inc
CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500
INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Casualty and Surety Company, INSURER B: Berkley Insurance Company, INSURER C: Great American Insurance Company

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 SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liability, and Maritime Emp.

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
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.

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**RFQ NO: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract #: 19-MAS-OLS-11278**

EXHIBIT "A"

Request for Qualifications & Issued Addenda
(Separate attachment)

**RFQ NO: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract #: 19-MAS-OLS-11278**

EXHIBIT "B"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT PROVISIONS

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.

- b. 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

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 will 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.

**RFQ NO: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract #: 19-MAS-OLS-11278**

EXHIBIT "C"

CONSULTANT'S PROPOSAL

MEMORANDUM



Date: 07 October 2019

To: Diana Fye, AS, CPPB
Procurement Coordinator, St. Johns County BOCC

Cc: Damon Douglas, MPA
Administrative Manager, St. Johns County Public Works

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

Re: RFQ 19-51
Proposal #2019-01
Ponte Vedra Beach Management Project – St. Johns County, FL
Coastal Engineering Services for
Project Development, Design, Permitting Services, and Construction Documents

Attached please find our Proposal #2019-01 for the development, design, permit application preparation and response, and design document creation for a beach restoration project for Ponte Vedra Beach in St. Johns County, FL (R-1 to R-46.2). The proposal is divided into two phases, intended to (a) complete the permit-level project design and permit application and RAI processes, and (b) complete the NTP process, including the establishment of the Erosion Control Line and/or MHW Boundary Line in the project area, and produce design plans and specifications suitable for bidding by the County. As described herein, the Proposal is broad in scope, reflecting not only the current lack of a developed offshore borrow area and programmatic beach nourishment elements for this portion of the County coastline, but also the desire of the County to secure services, in phases, that will assist them from initial planning to the creation of project construction documents.

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

Enc. - PROPOSAL #2019-01
(inc. tentative schedule and Attachment #1 – Terms of Compensation)

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES

FOR

Ponte Vedra Beach Management Project

St. Johns County, FL

Project Formulation, Design, Permitting Services, and Construction Documents

07 October 2019

Ponte Vedra Beach (PVB) in northern St. Johns County, FL, occupies approximately 8.9 miles of Atlantic Ocean shoreline (**Figure 1**). The PVB shoreline was severely impacted by storm surge and waves from Hurricane Matthew in October 2016, and again by Hurricane Irma in September 2017. The impacts included significant beach and dune erosion, and in many areas the entire primary frontal dune was lost completely. The beach erosion and dune loss exposed large areas of upland development and infrastructure, leaving those resources greatly exposed to increased threats from continued beach erosion and future coastal storms. Accordingly, the Board of County Commissioners of St. Johns County (County) desires to develop a comprehensive beach management project for Ponte Vedra Beach that will include the restoration of the beach and dunes impacted by Hurricanes Matthew and Irma. The project will address the entire PVB shoreline (or a significant portion thereof). This Scope of Work for the PVB beach management program is predicated upon using an identified but yet-to-be-developed offshore sand borrow area. The County has selected Olsen Associates, Inc. (OAI) as their coastal engineering consultant to assist them to study, plan, design, permit, and create construction documents suitable for bidding for a comprehensive beach and dune restoration project in PVB.

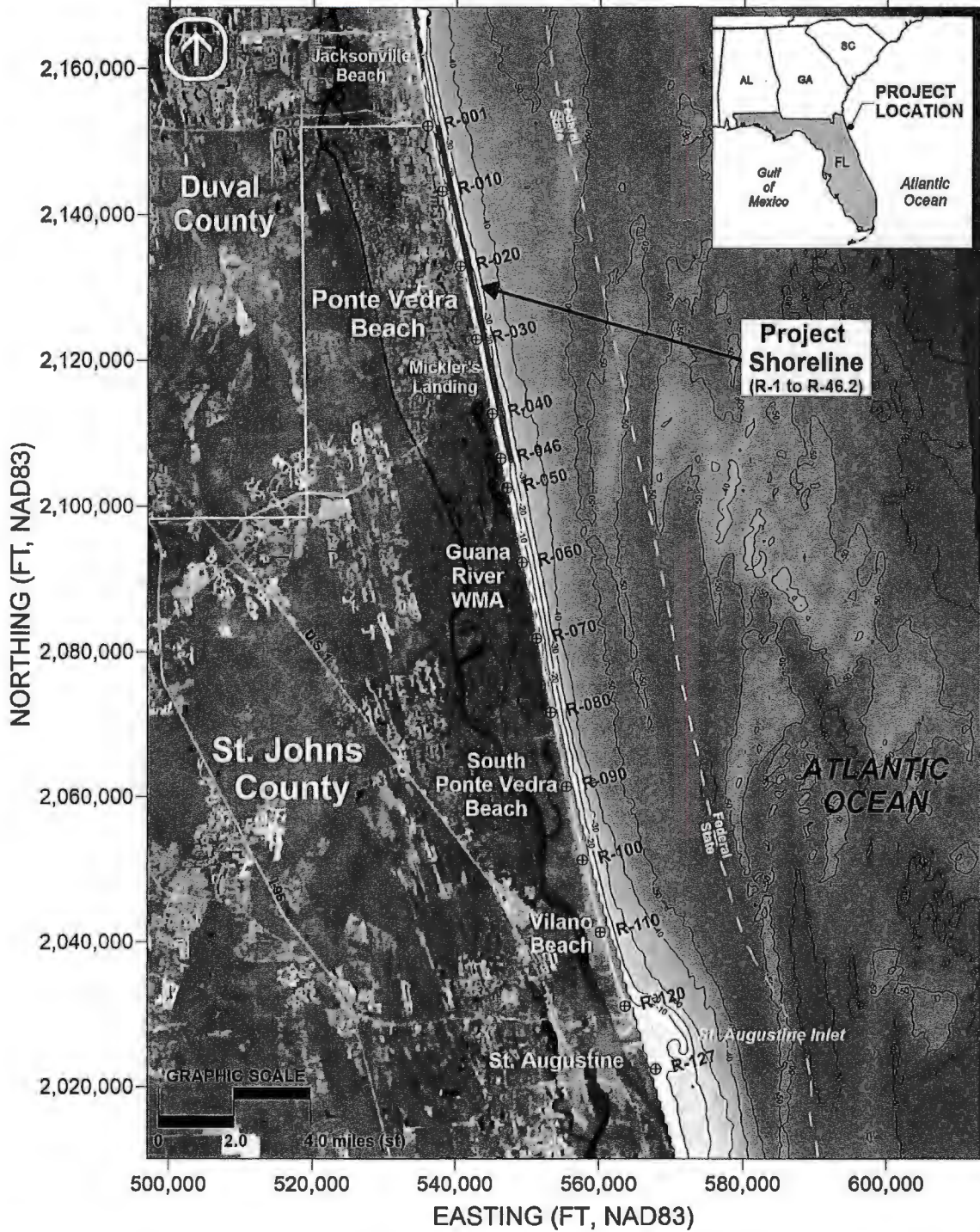


Figure 1 Location Map – Ponte Vedra Beach, FL, Atlantic Ocean shoreline.

General Work Plan

The Scope of Work for this Proposal is based upon the premise that a beach and dune improvement plan will be developed for the entire 8.9 miles of the PVB Atlantic Ocean shoreline, from the St. Johns/Duval County Line (R-1) southward to the northern ocean boundary of the Guana River Wildlife Management Area (FDEP R-46.2). Based upon previous investigations by the U.S. Army Corps of Engineers and others, it is assumed that the project or projects will most likely be constructed via trailing-suction hopper dredge using beach-compatible sand fill material excavated from offshore borrow area(s) located in State waters (within 3 miles of shore), the outer continental shelf in Federal Waters (more than 3 miles from shore), or a combination of both. Based upon the County's stated objective of developing a restoration and beach management plan for PVB, OAI shall seek to acquire permits that allow for multiple nourishment projects, including rapid post-storm response, over a 15-yr period. The beach/dune design requirements, possible corresponding renourishment interval of any constructed project segment, and the location and configuration of offshore borrow areas shall be evaluated as part of this Proposal.

Phase I of this proposal seeks to develop a permit-level design and prepare and submit permit application documents, upon Board of County Commissioners approval, for the beach/dune improvement plan. Phase II of this proposal (authorization withheld pending Board approval) seeks (a) to complete post-permit application tasks, including establishing an Erosion Control and Mean High Water Boundary Lines and assisting the County in easement acquisition, and (b) to produce final-design level plans and specifications suitable for bidding by the County. Attachment 1 summarizes the fee structure of the Proposal.

Conditions to this Proposal

- 1) This Proposal includes tasks related to the phased data collection, plan development, permit-level design and permitting, final design, and preparation of plans and specifications for a dredge-based beach and dune improvement project along some or all of the northern St. Johns County Atlantic Ocean shoreline between the St. Johns-Duval County Line at FDEP R-1 to the northern ocean boundary of the Guana River Wildlife Management Area (R-46.2, approx.).
- 2) This Proposal and 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 beach fill and borrow areas. Should such efforts be required, as a result of discovery during surveys described herein or as the result of regulatory agency review and stipulation, such efforts will necessitate additional scope and budget for Olsen Associates, Inc., to assist the County in this regard.

- 3) Similarly, this Proposal and Scope-of-Work includes work required to identify and coordinate information to assess project-related environmental impacts in order to satisfy The National Environmental Policy Act (NEPA) and other environmental permitting requirements. These efforts assume that a beach/dune restoration project shall be formulated as described in Item 1, above, in a reasonable and appropriate manner with a scale and scope that are consistent with the need to produce an Environmental Assessment (EA) rather than an Environmental Impact Statement (EIS). As such, this Proposal does not include the scoping, public outreach, agency and public coordination efforts, and public meetings that would be required to complete a formal EIS process. During review of the project permit application and associated environmental documentation should the regulatory agencies determine that an EIS is required, the above-listed efforts will necessitate additional scope and budget for OAI, to assist the County in this regard. It is noted that given the currently anticipated project scope, the need for an EIS is unlikely.
- 4) The County wishes to develop offshore sand borrow sources, in either State or Federal waters, or both, suitable for use during an initial restoration project, for future beach maintenance, and for future post-storm response, as may be necessary. Per the direction of the County, the Consultant shall focus the current borrow site development effort on the areas evaluated at reconnaissance level by Taylor Engineering, Inc. These areas, plotted in **Figure 2**, are referred to as SJ-3, SJ-2, and SJ-1 (with principal interest upon SJ-3 in Federal waters). A broader offshore sand search beyond the general location and extent of these areas will not be conducted under this Proposal.
- 5) Based upon limited samples provided to the County by Taylor Engineering, Inc., St. Johns County and the Consultant are aware of the general condition (grain size, color, shell content, texture, etc.) of the sediments typically found in areas SJ-3, SJ-2, and SJ-1, as well as the similarities and differences of those sand sources to the naturally occurring sands typically found along the northern St. Johns County beach. The geotechnical analyses proposed herein will further describe the nature of both the existing beach and the offshore borrow area sediments, and will further assess the suitability of borrow area materials for beach placement.
- 6) This Proposal provides for the collection of new physical survey data, geophysical and geotechnical data, environmental resource data, and cultural resources data as described herein. The analyses to be conducted as part of this Proposal shall rely on these new data and shall incorporate available historical data where appropriate and practicable to include, as determined by the Consultant.
- 7) The proposal provides for limited responses to regulatory Requests for Additional Information (RAIs) (i.e., questions received from regulatory agencies after submittal of the permit application package to FDEP/USACE). These responses are limited to providing brief additional analyses, data, and clarifying descriptions based upon the information

contained in the permit application package and data already collected and in-hand. Potential regulatory requests for any additional surveys, data collection, studies, or numerical modeling efforts beyond those specifically described herein are not included in this proposal and shall be negotiated and conducted under a subsequent Proposal(s).

- 8) An estimated schedule is provided at the end of this proposal, related to the date of issuance of a Notice to Proceed by St. Johns County. This schedule is subject to change for weather-related and other reasons. In particular, the field data collection elements described in this Proposal are subject to weather conditions in the Fall/Winter of 2019/2020. Delays in the initiation and/or completion of work may postpone the work by several months (i.e., to the calm weather season of 2020). Such delays will have delaying effects on the permitting schedule for the work proposed herein.
 - 8a) The Consultant shall provide periodic updates to the County regarding the progress of the work and any expected changes in the schedule. These updates shall be provided via e-mail communication on a fortnightly schedule (approx.).
- 9) St. Johns County shall be responsible for the payment of any permit application fees and any public notice publication costs associated with the permitting process. The FDEP permit application fee is calculated by FDEP and is a function of the final permit-level design dimensions and volume of the beach fill.
- 10) Post-construction tasks related to permit-required post-project physical and biological monitoring requirements, many of which can be required for 3 years or more, are not included in this Proposal and Scope of Work.

Compensation

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

**PHASE I – PERMIT-LEVEL DESIGN &
PERMIT APPLICATION PREPARATION AND SUBMITTAL**

Task 1.0 – Engineering Project Formulation

The Consultant shall perform the subtasks listed below in order to formulate a permit-level dune/beach restoration plan for multiple beach segments totaling up to 8.9 miles of Atlantic Ocean shoreline in St. Johns County shoreline from the St. Johns/Duval County Line (at FDEP R-1) southward to the northern boundary of the Guana River WMA (R-46.2)

1.1 Physical Data Collection

1.1.1 *Beach Profiles* - Consultant shall employ a qualified professional survey subconsultant to acquire updated beach profile topographic/hydrographic surveys at 48 pre-established beach profile transects -- FDEP R-monument R-01 southward to R-48 in the GRWMA (short extension of survey into the GRWMA to capture trends) -- in formats consistent with FDEP standards. These data are necessary to understand how the planned project will integrate into the overall county shoreline. Consultant shall provide engineering QA/QC and database management tasks regarding the data.

1.1.2 *Dry Beach Cultural Resources Assessment Survey (CRAS)* - Consultant shall employ a qualified professional marine archaeological subconsultant and professional survey subconsultant to perform a terrestrial magnetometer survey of the pre-project shoreline for purposes of identifying potentially significant cultural resources and other magnetic anomalies that may exist in the beach. The survey shall utilize a magnetometer properly mounted to an all-terrain vehicle (ATV), or similar, to survey the dry beach area along 8.9 miles of shoreline at 15m line-spacing over a cross-shore width of up to 45 m from the low water shoreline (2 to 3 survey lines at any given alongshore position, as beach conditions dictate). Survey report shall be included in the project CRAS associated with the borrow area (Item 2.2.2). Consultant shall provide engineering QA/QC and database management tasks regarding the data.

1.2 *Engineering Analyses for Project Formulation* - Consultant shall utilize the new data, above, in combination with available previous studies and historical beach profile and wave climate data, to review and analyze beach conditions along the Atlantic Ocean shoreline of PVB to formulate a dune/beach restoration project for the general project area (8.9 miles of shoreline). Development of a project along the planned project area requires an understanding of the larger St. Johns County coastal system. Note that the final design may not include all 8.9 miles of the shoreline, depending on conditions and sand volume needs. Specific work items include:

- 1.2.1 Analysis of background erosion rates - Consultant shall collect the St. Johns County beach profile data available from the FDEP database (includes recent LIDAR data) and shall incorporate the new profile data acquired in Item 1.1.1, above, to assess the condition of the beaches along PVB and assess background and current erosion rates, including historical conditions (e.g. 1986 survey conditions), as well as conditions before and after Hurricanes Matthew and Irma.
 - 1.2.2 Storm recession modeling - Using the numerical model SBEACH, Consultant shall perform an evaluation of the storm recession characteristics of the PVB beach. Profile data from before and after Hurricanes Matthew and Irma (and other storm data sets as available) shall be used for calibration of the model.
 - 1.2.3 Formulation of dune/beach restoration plan alternatives and project recommendation - Consultant shall develop beach and /or dune restoration alternatives for the PVB Atlantic Ocean shoreline. The scope of the alternatives shall consider beach conditions, County goals, project costs and budget status, environmental constraints, and upland development conditions. It is possible that an alongshore-uniform dune/beach project will not be feasible for the entire project area, as there may be differing physical and environmental conditions that may require variations in the scope of dune/beach fill alongshore. The Consultant shall formulate a recommended plan for the County.
- 1.3 Public Meetings - 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 study objectives, extents, progress, findings, dune/beach restoration alternatives, development of the permit-level plan, and to provide updates regarding the permit application status. These meetings are anticipated to include:
- 1.3.1 A public workshop with County personnel and local community interests (Citizens Advisory Committee, CAC, or similar) to discuss the initial findings of the engineering analysis, the overall nature and extents of the project, initial thoughts on the scope for various project segments, and a general discussion of the study schedule. Feedback received from the meeting may result in modifications, and possibly deletions, of individual segments in the project. Regulatory personnel, including BOEM, can be invited to attend or phone in.
 - 1.3.2 A public meeting, to follow the workshop referenced above and more broadly advertised for a larger audience, to discuss the initial findings of the engineering analysis, the overall nature and extents of the project, initial thoughts on the scope for various project segments, and a general discussion of the study schedule.

- 1.3.3 A public workshop with County personnel and local community interests (Citizens Advisory Committee, CAC, or similar), held prior to submittal of permit application documents, to discuss the results of analyses and the range of alternatives developed for various segment of the project and the recommended alternative. Regulatory personnel, including BOEM, can be invited to attend or phone in. If the County chooses to conduct a survey regarding the public interest in the project, the meeting will discuss the solicitation and content of that public opinion survey. The Consultant shall assist the County in the preparation of the survey by providing the necessary technical content. The County shall prepare and transmit the survey to the target audience and shall compile the findings of the survey.
- 1.3.4 A public meeting, to follow the workshop referenced above and more broadly advertised for a larger audience, held prior to submittal of permit application documents, to discuss the analyses, the range of alternatives developed for various segments of the project, the recommended alternative for each segment, and the nature and intent of the public interest survey (if chosen for distribution).
- 1.3.5 A public workshop with County personnel and local community interests (Citizens Advisory Committee, CAC, or similar), to be held following receipt of the anticipated first Request for Additional Information (RAI) from FDEP, to review the status of the permitting process and discuss any required or desired changes in the permitting plan, any required additional data needs or analyses, and the status of the project permitting at that stage. Regulatory personnel, including BOEM, can be invited to attend or phone in.

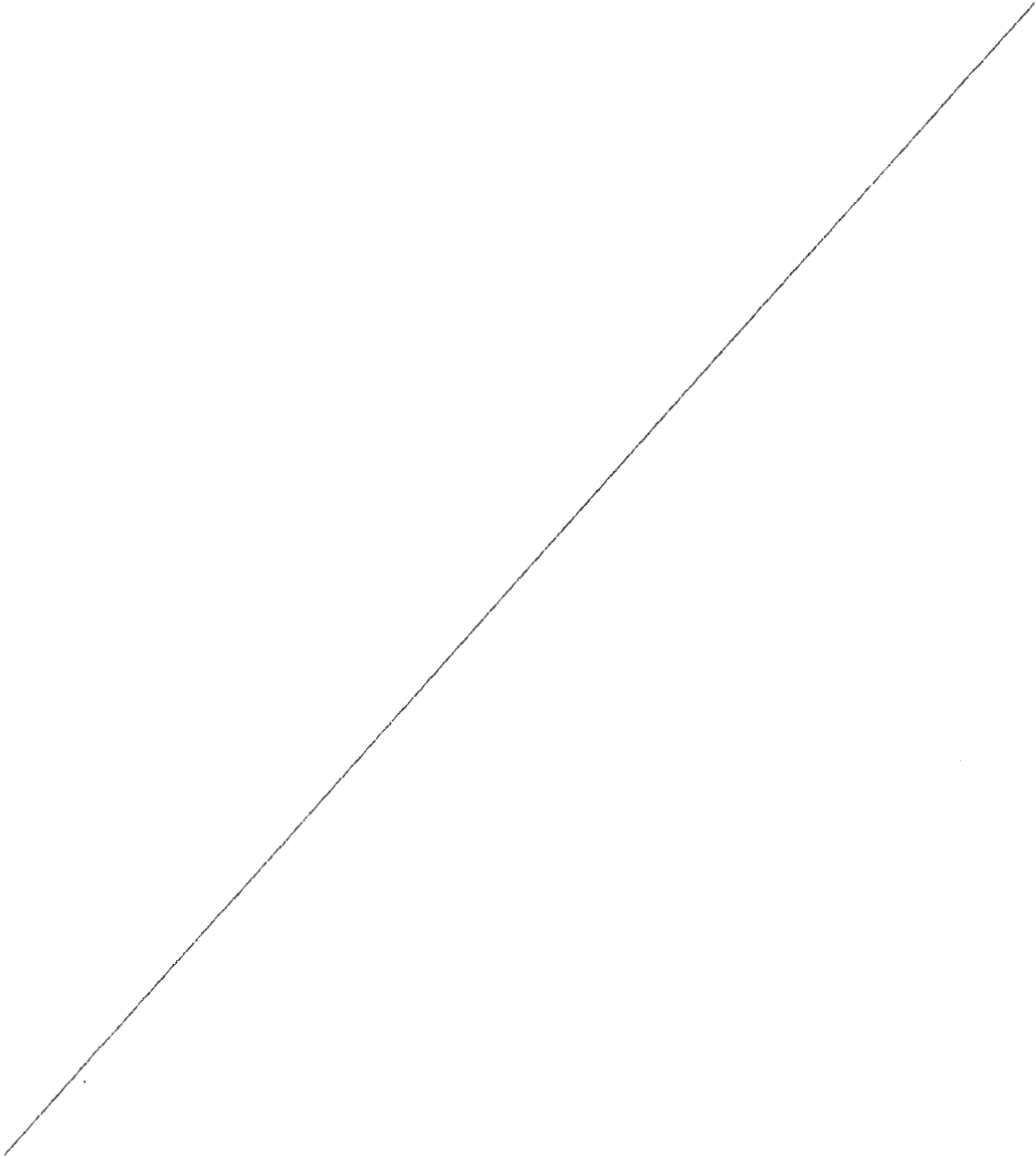
In addition to these planned meetings, a Public Information meeting shall be conducted as part of the FDEP Public Hearing for the establishment of the Erosion Control Line (ECL) and the introduction of the MHW Boundary Line (included elsewhere in Task 6). Public Meetings are likewise proposed in Task 5.0 in association with the potential establishment of a taxing district for the project. It is noted that pre-application meetings shall be conducted with regulatory personnel at specific stages in the process. These are not planned to be public workshops or public meetings.

Task 1.0 Deliverables – The County shall receive copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. The Consultant shall prepare and submit a report of findings describing the analyses, numerical modeling results, and development of the selected dune/beach restoration alternatives and selected plan. One (1) hardcopy of the printed report and an electronic PDF version of the report shall be provided to the County.

Beach Profile Surveys - Survey subconsultant shall prepare electronic copies of the survey data in the prescribed datums for formatting and distribution by the Consultant to the County.

Surveyor will likewise provide to Consultant for delivery to the County one electronically-signed and sealed copy of the survey products, in either planview or beach profile section view format. Consultant, through the surveying subconsultant, shall develop and submit those portions of the FDEP data submittal requirements that are the primary responsibility of the surveyor, including electronic copies of the field book pages from the survey, monument control, QA/QC, surveyor reports, etc. Consultant shall review and approve these deliverables prior to submittal to FDEP.

Task 1.0 Schedule – The report and data will be prepared in a time frame to support the permit application. See estimated schedule at end of proposal.



Task 2.0 – Borrow Area Development

In order to develop a viable and permissible borrow area(s) at the sites within the Taylor Engineering, Inc. reconnaissance areas in State and Federal waters offshore of northern St. Johns County (**Figure 2**, Areas SJ-1, SJ-2, and SJ-3), it will be necessary to collect additional sediment Vibracore, geophysical, environmental, and remote-sensing cultural resource data in and immediately adjacent to portions of these identified areas¹. The Consultant shall collect geophysical and geological (G&G) data to develop one or two sand borrow area(s) within the limits of the previously delineated areas. These efforts will require coordination with and prospecting permits from the Bureau of Ocean Energy Management (BOEM) for both the collection of G&G data and for the final leasing of the proposed borrow area in Federal waters on the Outer Continental Shelf (OCS), where BOEM has such jurisdiction.

- 2.1 BOEM Geophysical & Geological Prospecting Permits – For data collection and permitting compliance in Federal waters, Consultant shall prepare and submit applications on behalf of St. Johns County to the Bureau of Ocean Energy Management (BOEM) to acquire both Geophysical and Geological Prospecting permits (collectively referred to as BOEM G&G permits). The Geophysical Prospecting permit will allow for the collection of multibeam bathymetric survey, magnetometer, side-scan sonar, and sonar sub-bottom profile data, as described below in Items 2.2.1 and 2.2.2. The Geotechnical Prospecting permit will allow for the collection of sediment Vibracores, as described below in Item 2.2.3. Consultant shall prepare technical responses to any Requests for Additional Information (RAIs) from BOEM in the processing of the applications. Permitting of the final borrow area(s) and the leasing of the borrow area(s) from BOEM shall be incorporated into the overall permitting process described in Task 4.0.

Subtask 2.1 Schedule – Applications submitted within one month from Notice-to-Proceed from County. See estimated schedule at end of proposal.

¹ The density of sediment Vibracore data in the previously identified areas is insufficient to adequately characterize the dredge sediments, not only for permitting purposes with FDEP, USACE, and BOEM, but also for bidding and construction purposes.

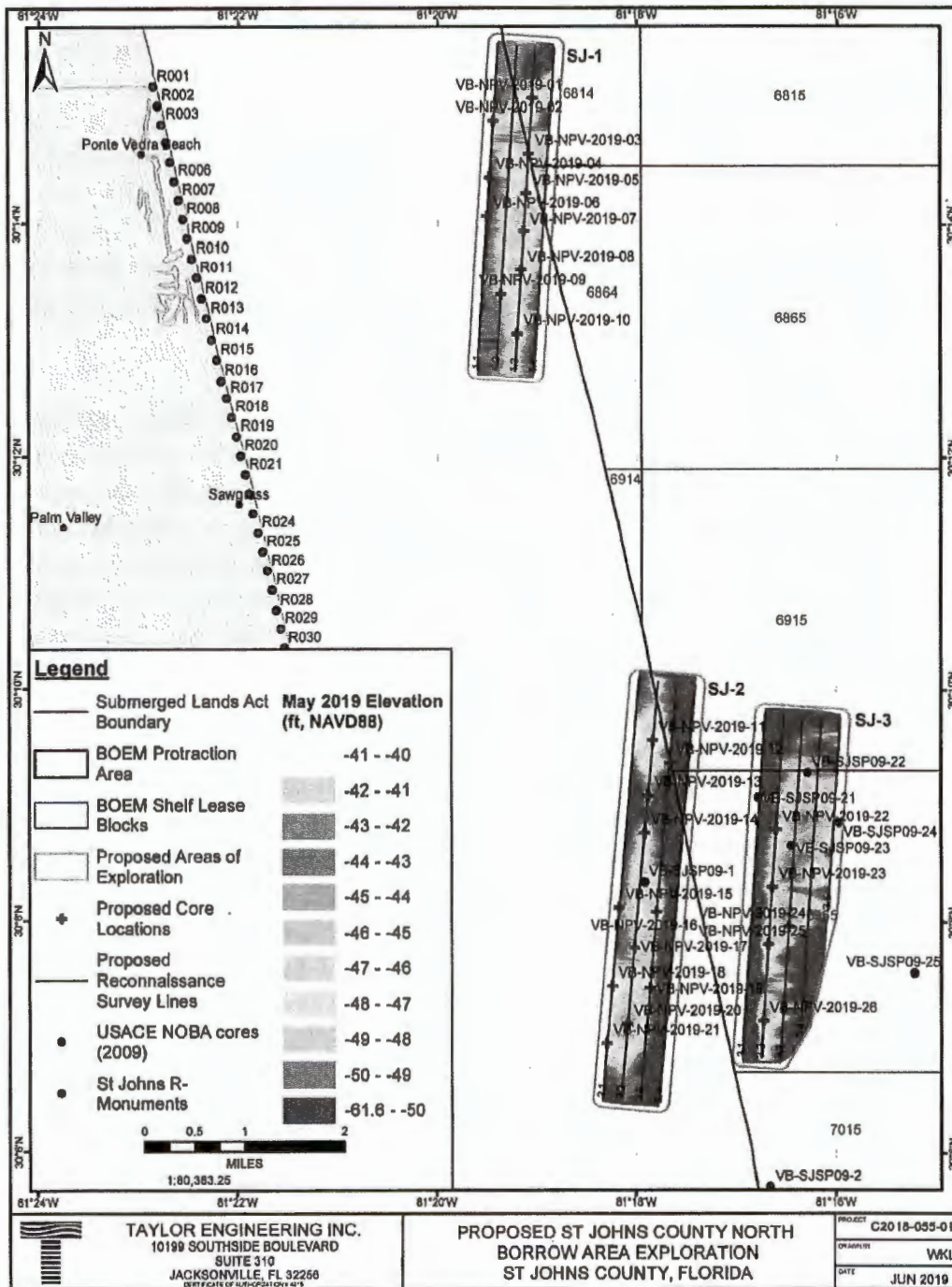


Figure 2 Location of borrow areas previously investigated and partially developed by Taylor Engineering, Inc. (2019 cores), and the USACE (SJSP cores). Note the locations of these areas straddles the 3-mile State/Federal Waters boundary (Taylor Engr, 2019, in prep.).

2.2 Physical Data Collection

2.2.1 Multi-beam bathymetric survey - Consultant shall employ a qualified professional survey subconsultant to collect hi-density multibeam bathymetric survey data across up to two (2) square miles of the seabed in the vicinity of one or more of the identified preliminary borrow areas SJ-1, SJ-2, and/or SJ-3 (dependent upon inspection of the recon-level data from Taylor Engineering, Inc.). Consultant shall provide engineering services to establish the survey test plan, provide coordination with BOEM, provide mapping and data management assistance, and coordinate submittal of the data and mapping products to BOEM, FDEP, USACE, and County.

2.2.2 Permitting/Leasing-Level Geophysical Survey and Cultural Resources Assessment Survey (CRAS) To improve the understanding of the nature and layering of the seabed sediments to be excavated for the project, and to guide the selection of coordinates for subsequent Vibracore collection (below), the Consultant and team shall perform a geophysical survey of the borrow area(s), pipeline corridors, and nearshore beach fill area (authorization withheld). The surveys will likewise be utilized by a professional marine archaeologist to conduct the necessary Cultural Resources Assessment Survey (CRAS) for the project. These surveys are necessary to satisfy FDEP, USACE and BOEM permitting requirements.

- a. The Consultant shall employ a qualified marine geophysics subconsultant and a qualified marine archaeological subconsultant to work collaboratively to collect magnetometer, side-scan sonar, and sonar sub-bottom profile data along 30-m (100-ft) tracklines across approximately two (2) square miles of the seabed in the location of the proposed borrow area(s) identified in this subtask (as refined by the recon-level Vibracores described above). Subconsultant shall provide on-board Protected Species and Marine Mammal Observers (PSOs and MMOs) in compliance with BOEM requirements.
- b. The magnetometer and side-scan surveys shall likewise include up to eight (8) pipeline corridor access areas, 500 ft alongshore by 3,000 ft cross-shore (approx.) for temporary submerged pipeline placement along the project length.

Consultant shall provide engineering input to the test plan design for this effort, mapping and data management assistance, and engineering liaison tasks with BOEM, the County, and subconsultant. These data shall be utilized by the marine archaeologist to produce a final CRAS report to identify any potential cultural resource areas along the beach or in the borrow area(s) for avoidance or further investigation and to ultimately seek to clear these area for construction.

- 2.2.3 Sediment Vibracore collection - Upon approval from BOEM to proceed, Consultant shall employ a qualified marine geotechnical contractor and vessel to collect up to 40 Vibracores in the vicinity of borrow areas SJ-1, SJ-2, and/or SJ-3. Such data collection shall provide sufficient data density to design and permit these potential borrow areas for the 15-year permits described previously, to include multiple nourishments and possible storm impacts. Consultant shall develop the engineering test plan (guided by the geophysics collected in Item 2.2.2), provide on-board observation and test-plan direction, and provide engineering liaison tasks with County and subconsultant.
- 2.2.4 Characterization of Existing Beach Sediments – To provide a basis for the sediment compatibility of the collected Vibracore samples, the Consultant shall collect representative beach sand samples from the existing beach profiles along the project length. Consultant personnel shall collect the dry beach samples. Hydrographic survey team shall collect the samples along the submerged portion of the profiles. Samples shall be collected at roughly 5,000-ft intervals alongshore, with samples collected from the primary dune seaward to the -20ft contour, approx., in keeping with USACE Technical Note CETN-II-29 (1991). Approximately nine (9) samples shall be collected per transect, totaling approximately 90 samples. Samples shall be tested by a professional geotechnical laboratory (subconsultant) in compliance with FDEP standard for grain size distribution, fines content, shell content (visual shell), and Munsell color.

Subtask 2.2 Schedule –The schedule for field data collection is dependent upon (a) the issuance of a Notice to Proceed from the County, (b) the subsequent application for and acquisition of the appropriate BOEM authorizations to conduct the work in Federal waters, and (c) the weather conditions prevailing at the time of the actual field work. NOTE: Should there be a significant delay in the issuance of the NTP or the issuance of the BOEM authorizations, or if unusually adverse weather conditions persist in Fall/Winter 2019/2020, it is possible that field data collection may not occur until the Spring or early summer months of 2020. This will result in similar delays in the timing of submittal of the project permit applications. See estimated schedule at end of proposal.

- 2.3 Borrow Area/Pipeline Corridor Seabed Verification and Benthic Sample Collection Dives - Consultant shall employ a qualified marine environmental subconsultant to conduct diver surveys (maximum of 3-day field survey effort) to assist in interpretation and accurate identification of seabed features revealed in the side-scan sonar survey of the offshore borrow areas and pipeline corridors. Representative benthic features, relief classifications, isolated outcrops (if any), and areas of manmade materials, rubble, and debris identified from the side-scan sonar survey shall be ground-truthed by scientific divers. Scientists will collect DGPS targets during the survey to document the locations

of all features. The focus of these investigations shall be to determine the presence or absence of hardbottom resources or any anomalies and other features. The results of these investigations will be used to develop appropriate borrow area buffer distances during dredging operations with the goal of maintaining a 1,000-ft buffer from dredging operations to any adjacent hardbottom habitats (if present) to avoid biological monitoring before, during, and after project construction.

As part of the field efforts, the benthic macroinvertebrate community in the area of vibracore collection (Subtask 2.2.3) will be sampled. Divers will collect biological sediment cores at up to 10 sites; three replicate samples will be collected at each site for an overall total of as much as 30 core samples. A 5 cm diameter by 10 cm long PVC core will be used to collect the benthic infaunal samples. These samples shall be visually examined, preserved, and archived. No detailed analysis shall be performed as part of this proposal. The results will be used to supplement the Essential Fish Habitat assessment for the project.

Consultant shall provide engineering input in the development of the field test plan, mapping/drafting assistance, and shall provide engineering liaison tasks with County and subconsultant.

Subtask 2.3 Schedule - The schedule for environmental field data collection is dependent upon the schedules for the geophysical and geotechnical work described above. NOTE: should there be a significant delay in the issuance of the NTP or the issuance of the BOEM authorizations, or if unusually adverse weather conditions persist in Fall/Winter 2019/2020, it is possible that field data collection may not occur until the Spring or early summer months of 2020. This will result in similar delays in the timing of submittal of the project permit applications. See estimated schedule at end of proposal.

- 2.4 Report Preparation. Consultant shall prepare a geotechnical borrow area development report based upon the data collection items described above. The report shall include Vibracore logs, photographs, and sediment sample characteristics from the Vibracores and existing beach sediments, prepared in the formats consistent with FDEP guidelines for submittal and permitting purposes. The report shall identify and describe permit-level borrow area design dimensions, including plan-and section-views of the borrow area(s). The report shall include a brief STWAVE- or SWAN-based numerical modeling analysis of the expected impacts of the borrow area excavation upon the local wave climate for a limited number of wave conditions, intended to address potential questions from BOEM and other regulatory agencies.

Subtask 2.4 Schedule – Approximately three (3) months following receipt of all required data and laboratory analyses and reporting described in Task 2.0 (for report submittal).

Task 2.0 Deliverables – The County shall receive copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. The Consultant shall provide electronic copies of BOEM permit applications, pertinent correspondence, and BOEM permits in PDF format. Consultant and marine archaeological subconsultant shall provide electronic copies of CRAS permit applications, survey results, and reports. Consultant shall prepare and submit a report of findings describing the geotechnical data collection and the borrow area development. One hardcopy of the printed/bound reports shall be submitted to the County. Additionally, electronic PDF format versions of the reports shall be provided to the County. Submittal shall likewise include electronic copies of the bathymetric, geophysical, and geotechnical data from the borrow area development work and the Vibracores in formats consistent with FDEP requirements (gINT files, *.xlsx, *.shp, *.pdf, *.jpg, etc.). The Consultant shall transmit the geotechnical data and report to FDEP, as appropriate. Data and report likewise shall be transmitted as part of the permit application package.

Task 3.0 - Environmental Documentation

Herein it is assumed that the project as described above may likely require the preparation and processing of an Environmental Assessment (EA) in order to ultimately receive permits from the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP). With this assumption, the following subtasks are required.

- 3.1 Biological Assessment (BA) - Consultant shall employ a qualified marine environmental professional to prepare a Biological Assessment (BA) in accordance with Federal requirements as outlined under Section 7(c) of the Endangered Species Act (ESA) of 1973. The document will evaluate potential impacts of the proposed project on Federally-listed endangered and threatened species and designated critical habitat for the loggerhead sea turtle, and will describe the proposed avoidance, minimization and conservation measures proposed by the County. The BA is offered to assist the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) personnel in fulfilling their obligations under the ESA [50 CFR 402.12(c)(f)]. The BA shall contain a literature review of all existing data, monitoring reports, and published data for the project area and shorelines immediately adjacent to the proposed borrow and fill areas. The Subconsultant will also prepare the NMFS Section 7 Checklist to assist the USACE's consultation with the NMFS. Draft deliverables will be prepared and submitted to for review and comment. The final BA and final NMFS Section 7 Checklist will be submitted for inclusion with the JCP Application. Consultant shall provide engineering input for the document, including historical data compilation, project figures, descriptions and alternatives development information, and shall provide engineering liaison tasks with County and subconsultant.

Subtask 3.1 Schedule – The BA shall be prepared in a time frame to be submitted with the permit application. See estimated schedule at end of proposal.

- 3.2 Environmental Assessment (EA) - Consultant shall employ a qualified marine environmental professional subconsultant to evaluate potential impacts of the proposed borrow area and beach fill project(s) to irreplaceable environmental resources and prepare an EA. The EA shall consider potential impacts to dune vegetation, threatened and endangered species and Critical Habitat, fish and wildlife resources, Essential Fish Habitat (EFH), coastal barrier resource units, water quality, hazardous, toxic, and radioactive waste, air quality, noise, aesthetics, recreation, navigation, and cultural resources. Consultant shall provide engineering input for the document, including historical data compilation, project figures, descriptions and alternatives development information, and shall provide engineering liaison tasks with County and subconsultant. Consultant and subconsultant shall work with the County to provide coordination with the Federal and State regulatory agencies to guide and complete the EA. This shall

include a pre-application meeting with the regulatory agencies to determine the scope of the EA required for the project.

Subtask 3.2 Schedule – The EA and supporting documentation will be completed and submitted to the agencies prior to the receipt of FDEP or USACE RAI No. 1 (typically 30 days following permit application submittal). See estimated schedule at end of proposal.

Task 3.0 Deliverables – The County shall receive copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. The Consultant and environmental subconsultant shall prepare and submit the BA and EA documents to the appropriate regulatory agencies. One (1) hardcopy of each report shall be submitted to the County. Additionally, electronic PDF format versions of the reports shall be provided to the County and agencies. Electronic copies of any public outreach correspondence and presentation materials shall be provided in PDF format. The Consultant shall provide electronic copies of all survey, mapping, and ecological data collection products in PDF, *.jpg, *.xlsx or other appropriate format, consistent with FDEP submittal requirements.

Task 4.0 – Preparation of Permit Application Documents

- 4.1 Permit Application Documents - The Consultant shall assemble the information necessary to prepare a combined “Joint Application for Joint Coastal Permit / Authorization to Use Sovereignty Submerged Lands” and a USACE “Federal Dredge and Fill Permit” application document. The Consultant shall incorporate the engineering design, borrow area development, and environmental documentation prepared under this Contract into the permit application package. Environmental review and input shall be provided by the environmental professional responsible for the BA/EA preparation. Work items associated with this subtask include the creation of project permit drawings; the development of the project narrative; the summarization of environmental resources from the BA/EA; the formulation of sediment QA/QC, turbidity monitoring and physical monitoring plans; and the description of expected effects to coastal processes. A pre-application meeting, via webinar and/or conference call, shall be coordinated and conducted by the Consultant prior to submittal of the permit application documents.

Subtask 4.1 Schedule – Submittal of the Permit Application Package is expected within two to three (2-3) months from County approval of a dune/beach restoration plan, including borrow area(s), described in the tasks completed and accepted by the County in Tasks 1.0 and 2.0. See estimated schedule at end of proposal.

- 4.1.1 RAI Response Preparation and Draft Permit Review - As part of Task 4.1, the Consultant, and selected subconsultants as required², shall prepare written responses to Requests-for-Additional-Information (RAIs submitted by the FDEP and USACE. A first RAI is expected from FDEP within 30 days following agency receipt and review of the Joint Coastal Permit Application package. The Consultant team shall likewise provide ongoing liaison between the County and USACE regulatory personnel to support the issuance of the project Public Notice (PN). After issuance of a draft permit and notice of intent to issue from the regulatory agencies, the Consultant shall review and provide responses and suggested edits to the draft permit documents and terms and conditions prior to final permit issuance. The Consultant team shall respond to Requests for Additional Information (RAIs) and draft permit reviews from the regulatory agencies in a prompt and professional manner to accomplish receipt of the permits as quickly as possible.

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. Regulatory

² It is expected that key subconsultants in this effort may likely include the marine environmental professional subconsultant (Coastal Eco-Group, Inc.).

requests for any additional surveys, data collection, studies, or numerical modeling efforts are not included in this subtask and shall be negotiated and conducted under separate Change Order(s) or Amendment(s), unless otherwise described herein.

- 4.2 BOEM Borrow Area Lease - For use of the borrow area(s) in Federal waters, it will be necessary to acquire a lease from the Bureau of Ocean Energy Management (BOEM). Consultant shall assist the County in the preparation and submittal of a lease agreement request to BOEM for the use of sand from Federal waters for the Ponte Vedra Beach Management Project (beach nourishment project), and the negotiation and finalization of the lease document. Note: in the event that some or all of the borrow area(s) ultimately identified for permitting fall in State Waters, it will be necessary to develop and submit legal descriptions and sketches to the State for a Sovereign Submerged Lands Lease.

Subtask 4.2 Schedule – Submittal of the application is expected within three (3) months from County approval of dune/beach restoration plan, including borrow area(s), described in the tasks completed and accepted by the County in Tasks 1.0 and 2.0.

Task 4.0 Deliverables - The County shall receive copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. The Consultant shall prepare the permit application package, with attachments, and shall submit the package to the appropriate regulatory agencies. The entire permit package shall be submitted electronically to FDEP via DVD-ROM disc and/or FTP upload, per FDEP requirements, in the appropriate file formats (primarily Adobe *.PDF, but also EXCEL, ArcGIS *.shp, and gINT geotechnical database formats where applicable). One hardcopy shall be prepared and submitted to the Jacksonville regulatory office of the USACE, along with the electronic files. One hardcopy will be provided to the County, along with the electronic files. Similarly, correspondence and documentation relating to the BOEM lease application and processing shall be provided to the County in electronic format (typically, PDF).

Task 5.0 – Benefits Analysis

The Consultant, and the team’s qualified economics subconsultant, shall assist the County in developing a schedule of expected benefits to be derived from the construction of the selection dune/beach restoration plan. The Consultant and team shall develop a model taxing district for County consideration for taxing the beneficiaries to pay for the proposed actions.

- 5.1 Scoping Analysis – The Consultant and the team’s qualified economics subconsultant shall meet with the County project manager and legal team, as desired, to develop an outline and scope of work to formulate the schedule of benefits to be utilized in the development of a Municipal Services Benefit Unit (MSBU), Municipal Services Taxing Unit (MSTU), or a hybrid of the two. One goal of the scoping meeting shall be to establish the sufficiency of the benefits analysis to meet the legal requirements of the County and its attorney responsible for the oversight of the taxing district(s).

- 5.2 Tax District Model - In collaboration with the County, the Consultant and the team’s qualified economics subconsultant shall develop a model of a project funding district, in the mode of either a Municipal Services Taxing Unit (MSTU) or a Municipal Services Benefit Unit (MSBU). The MSTU or MSBU would be created to assess the local property owners in paying for some or all portions of the project construction, engineering, and permitting costs (including post-construction monitoring). The model funding district shall identify the boundaries, and thus beneficiaries, of the district to be assessed, and shall identify the expected assessment schedule for a given project value. The project value shall be determined in consultation with the County. The County shall provide Consultant with an electronic spreadsheet of the latest County tax roll for the area of interest.

- 5.3 Public Outreach Meetings – The Consultant and economic subconsultant shall participate in up to two (2) public information meetings in St. Johns County related to the establishment of a taxing district.

Task 5.0 Schedule – The benefits analysis is anticipated to occur within the four (4) month period (approx.) following County approval of a recommended beach/dune restoration plan. See estimated schedule at end of proposal.

Task 5.0 Deliverables - The County shall receive copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. One (1) hardcopy of printed materials and an electronic *.PDF version of all materials, along with spreadsheet files in *.XLSX format, shall be provided to the County.

**PHASE II - POST-PERMIT APPLICATION TASKS,
DEVELOPMENT OF PLANS & SPECIFICATIONS,
AUTHORIZATION WITHHELD**

Task 6.0 – Post-Permit Application Tasks

6.1 Erosion Control Line and MHW Boundary Line - Prior to any sand placement below the pre-construction Mean High Water Line (MHWL), it will be necessary to survey and establish an Erosion Control Line (ECL) along the limits of fill in areas designated as Critically Eroded by FDEP (presently R-26 to R-31). Outside of those limits (R-1 to R-26, and R-31 to R-46.2), it will be necessary to survey the MHWL and establish a Boundary Line to delineate submerged State Lands from upland private (or public County) lands within any placement areas.

6.1.1 ECL Survey/Public Hearing/County Assistance - Consultant shall coordinate with the FDEP Beaches, Inlets and Ports program and the State Lands Division regarding the intent to establish an ECL. Consultant shall employ a qualified hydrographic surveyor to collect topographic elevation data at the proper elevation stipulated by the State Lands Division in order to establish an ECL along approximately ~1.0 miles of the St. Johns County Atlantic Ocean shoreline (from R-26 to R-31). Survey subconsultant shall prepare ECL survey maps and seek approval from FDEP. The County shall record the final ECL survey maps.

Public Information Meeting / Public Hearing - Consultant shall assist the County and the FDEP in the preparation and delivery of a presentation by the County to the public for a) a public information meeting, to be followed immediately by b) a Public Hearing, conducted by the FDEP, regarding the establishment of the ECL.

Notices - The County shall be responsible for providing the necessary legal notices (on the order of 35 to 40) to upland riparian property owners along the length of the proposed ECL and within 1,000 ft of the line. The Consultant shall coordinate with the County to provide the project ECL survey exhibit and other technical information needed for the mailings.

6.1.2 MHWL Boundary Survey/Public Meeting/County Assistance – Concurrent with the ECL survey, Consultant shall coordinate with the FDEP Beaches, Inlets and Ports program and the State Lands Division regarding the intent to establish a Mean High Water Boundary Line along two segments as much as approximately ~7.9 miles in length of the St. Johns County Atlantic Ocean shoreline (from the St. Johns/Duval County Line near R-1 southward to R-26, and from R-31

southward to the north ocean boundary of the Guana River WMA near R-46.2). Survey subconsultant shall prepare MHWL survey maps, with Consultant engineering review and seek approval from FDEP. The County shall record the final MHWL survey maps.

Public Information Meeting - Consultant shall assist the County in the preparation and delivery of a presentation by the County to the public for a public information meeting regarding the survey and intent of the MHW Boundary. This meeting is anticipated to occur as part of the Public Information meeting described above for the ECL. The above-referenced FDEP Public Hearing will not, however, pertain to the MHWL Boundary survey.

Technical Assistance with Boundary Line Agreement documents - The County shall be responsible for providing/ mailing the necessary legal MHWL Boundary Line Agreement documents, with Exhibits (on the order of up to 300 properties over ~7.9 miles) to upland property owners along the length of the proposed project outside the ECL area. Specific content and format for the Agreement documents shall be acquired from FDEP. These agreements are expected to also include current deed information for each parcel that shares the MHWL boundary with the State of Florida. The Consultant shall coordinate with the County to provide the project-scale MHWL exhibit and other technical information needed for the mailings.

Subtask 6.1 Schedule – The schedule for the ECL establishment (following County authorization), and the MHWL Boundary survey and information meeting, will be subject to the input and direction of FDEP during the post-permit application process. The ECL/Boundary survey may be conducted in the fair-weather months of 2020. See estimated schedule at end of proposal.

- 6.2 Notices and Easements - The County shall be responsible for acquiring the necessary construction easements, up to roughly 330 to 335 easements, approx., required to demonstrate sufficient legal interest in the fill footprint lying landward of the ECL or MHWL Boundary. The Consultant shall provide the necessary information for the notices, including a schematic of the location of the proposed ECL/MHWL Boundary, the landward limit of fill or equivalent upland contour as determined by the County, and the footprint of the proposed beach fill, delivered in the form of a typical exhibit. The Consultant shall likewise assist the County in responding to technical questions posed the County regarding the easement acquisition process.

Task 6.0 Deliverables - The County shall receive copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. All survey, mapping, and presentation products associated with the establishment of an ECL and MHWL Boundary shall

be provided to the County in electronic PDF format. One copy of the signed and sealed hardcopies of the ECL maps shall be provided to the County. electronic copies of RAI Response materials (consistent with Task 4.0 permitting deliverables), including relevant correspondence to and from the agencies, attendance at meetings (as required), noted plan development and coordination and preparation and delivery of presentations (as required). Where applicable, electronic PDF versions of documents shall be provided. Other data-specific submittal formats will likewise be utilized.

Task 7.0 - Final Survey, Final Design and Plans and Specifications/Bid Documents

7.1 The Consultant shall prepare design plans and technical specifications for the project that will include beach fill and sand sources. The Consultant shall develop an opinion of probable cost based upon the final design advertised for bids. The Consultant shall establish a construction baseline that references the FDEP monuments along the project shoreline. Consultant shall incorporate the most current information into the final design plans. Such information will include or incorporate, as appropriate, the latest aerials and surveys, agencies comments, and permit conditions.

7.1.1 *Final Design Profile Survey.* The Consultant shall perform a final design beach profile survey at each R-monument along the construction baseline prior to completion of the design plans and specifications. The Consultant shall utilize the results of the final design survey to compare beach conditions with the conditions measured by the preliminary design survey and determine the differences in required fill quantities and configuration necessary to maintain the permitted beach dimensions.

7.1.2 *Digital Aerial Orthophotography* – The Consultant shall acquire, through a qualified subconsultant, updated digital aerial orthophotography along 9+ miles of the northern St. Johns County low-tide shoreline, including coverage from landward of the primary dunes seaward to beyond the limits of proposed beach restoration -- in formats consistent with FDEP standards. Consultant shall provide engineering liaison and QA/QC tasks with the County and subconsultant. County shall provide specific written authorization for this item prior to field work.

7.2 Contract Documents: Design Plans and Specifications. The Consultant shall prepare a set of Plans and Specifications suitable to utilize in conjunction with the County's standard contract documents to produce a Project Manual 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

and borrow area consistent with the requirements of FDEP, USACE, and BOEM. Consultant shall review County-prepared Bid Forms and Schedules, General and Supplemental Contract Conditions, Cost Schedules and Bond Forms for consistency with the proposed dredging project and other components of the Project Manual. Construction plans shall include, but not be limited to, the project aerials, bathymetric charts, geotechnical information, profile cross-sections, dune/beach fill construction templates, borrow area layout and cross-sections, 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.

The Consultant shall prepare a draft copy of the Project Manual for review by the County Public Works 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, PublicPurchase, etc.). The Consultant shall be available to assist the County with final QA/QC review of the Project Manual/Specifications prior to bid.

Task 7.0 Schedule – Approximately four to five months (4-5 months) following County authorization of task. Collection of beach profile and aerial orthophotography is weather dependent. See estimated schedule at end of proposal.

Task 7.0 Deliverables. The County shall receive copies of all reports prepared, pertinent correspondence, and data collected as part of this Proposal. Deliverables shall include electronic copies of survey data, correspondence and Project Manual documents, principally in PDF format. Consultant shall submit two hardcopies of the Project Manual for County use.

Digital Aerial Orthophotography - Subconsultant shall provide electronic copies of the digital imagery in the formats prescribed by the FDEP monitoring standards. Imagery shall be provided in electronic format in *.TIF and/or *.SID format, the control 'world' files, and the associated metadata file for the data. Subconsultant will likewise provide the associated data collection reports (camera calibration, flight report, etc.). Consultant shall review and approve these deliverables prior to submittal to FDEP (if desired by County, recommended).

Deliverable Schedule Summary – Phase I & Phase II

PHASE I		
Task	Description	Estimated Schedule*
1.1	Beach profile survey Beach magnetometer survey	1-4 months from County NTP, weather dependent
1.2	Engineering analyses and plan recommendation	Within 5 months from County NTP
1.3	Public workshops and meetings	To be scheduled by County
2.1	BOEM Geophysical / Geotechnical exploration permit applications	Application submittal 1 month from County NTP
2.2.1 – 2.2.2	Geophysical Data Collection	1-4 months from receipt of BOEM G&G permits, weather dependent
2.2.3	Geological Data Collection	1-3 months from acquisition of geophysical data (subtask 2.2.1 and 2.2.2), weather dependent
2.2.4	Existing beach sediment characterization	1-4 months from County NTP, weather dependent
2.3	Borrow area/corridor seabed verification dives, report	3 months from receipt of geophysical data, weather dependent
2.4	Borrow area report	3 months from receipt of all Task 2.0 data
3.1	Biological Assessment	2 months from approval of recommended plan
3.2	Environmental Assessment	3 months from approval of recommended plan
4.1	FDEP/USACE permit application	2-3 months from approval of recommended plan
4.2	BOEM lease application	3 months from approval of recommended plan
5.1 – 5.2	Benefits analysis and tax model	4 months from approval of recommended plan
5.3	Public outreach meetings for tax model	To be scheduled by County
PHASE II (Authorization Withheld)		
Task	Description	Estimated Schedule
6.1.1 – 6.1.2	ECL/BLA Surveys, Meetings	To be determined by FDEP and permitting progress, survey scheduled after 1 st FDEP RAI is received.
6.2	Assistance with Notices and Easements	Subject to County scheduling
7.1	Beach profile survey/aerial imagery	2-3 months from County authorization, weather dependent
7.2	Plans and specifications	4-5 months from County authorization.

*assumes Notice-to-Proceed issued by the County in the November-December 2019 timeframe.

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

ATTACHMENT #1 – TERMS OF COMPENSATION

FOR

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES

Ponte Vedra Beach Management Project

St. Johns County, FL

Project Formulation, Design, Permitting Services, and Construction Documents

07 October 2019

1.0 Specific Terms

1.1 For this Proposal #2019-01, compensation shall be payable on a Lump Sum basis. For **Phase I** services, the Consultant shall receive compensation in the Lump-Sum amount of **\$ Nine Hundred Twenty Two Thousand Three Hundred Dollars (\$922,300 – 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 #2019-01: Fee Schedule PHASE I.” Pending future authorization by the County for **Phase II** services, the Consultant shall receive compensation in the Lump-Sum amount of **\$ One Hundred Ninety Four Thousand Dollars (\$194,000 – Phase II)**, 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 #2019-01: Fee Schedule 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, Phase I and Phase II, are provided in the attached table “Proposal #2019-01: Fee Schedule.” These lump sum fees include all travel and direct costs associated with the work described in the Proposal.

2.0 General Terms

2.1 The County shall pay the Consultant in accordance with the Fee Schedule attached hereto and made a part of this Contract. The Fee Schedule identifies all tasks to be performed.

2.2 Invoices shall reference the applicable Contract Number.

2.3 The Consultant's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges.

2.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All payments shall be delivered to:

Olsen Associates, Inc.
2618 Herschel St.
Jacksonville, FL 32204

2.5 In order for both parties to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final billing for the Services rendered to the County for each project task and/or any Proposal. The Consultant's submission of a Final Invoice for a project is its certification that all of its Services for that project have been properly performed and all charges and costs have been invoiced to the County. Upon receipt of the Final Invoice, the account for such project will be closed, and the Consultant shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.6 Total compensation to Consultant for services shall not exceed the amount provided in the Proposal, unless agreed to in writing pursuant to a Change Order, or an addendum or amendment to the Proposal.

Ponte Vedra Beach Management Project (RFQ No. 19-51)		7-Oct-19
Proposal #2019-01		
	PHASE I	\$ 922,300.00
	PHASE II (authorization withheld)	\$ 194,000.00
Fee Schedule		TOTAL \$ 1,116,300.00
PHASE I (Tasks 1-5)		
Task 1.0	Engineering Project Formulation	
	Subtask Description	Fee (\$)
	1.1.1 Beach profile surveys	\$ 26,600.00
	1.1.2 BEACH CRAS Mag Survey	\$ 14,400.00
	1.2.1 Analysis of background erosion rates	\$ 27,300.00
	1.2.2 Storm recession modeling	\$ 34,900.00
	1.2.3 Formulation of plan alternatives and project recommendation	\$ 44,200.00
	1.3 Public Workshops/Meetings	\$ 16,500.00
	Task 1.0 SUBTOTAL	\$ 163,900.00
Task 2.0	Borrow Area Development	
	Subtask Description	Fee (\$)
	2.1 BOEM Geophysical/Geological Prospecting permits	\$ 13,400.00
	2.2.1 Multibeam bathymetric survey - borrow area (~2 sq. miles)	\$ 24,200.00
	2.2.2 Permit-level geophysics survey/cultural resources evaluation	\$ 144,800.00
	2.2.3 Sediment Vibracore Collection (40 cores)	\$ 167,800.00
	2.2.4 Characterization of Existing Beach Sediments	\$ 25,600.00
	2.3 Borrow Area/Pipeline Corridor SS Verification Dives & Benthic Sample Collection	\$ 50,700.00
	2.4 Borrow Area Report preparation	\$ 55,200.00
	Task 2.0 SUBTOTAL	\$ 481,700.00
Task 3.0	Environmental Documentation	
	Subtask Description	Fee (\$)
	3.1 Biological Assessment (BA)	\$ 39,100.00
	3.2 Environmental Assessment (EA)	\$ 53,200.00
	Task 3.0 SUBTOTAL	\$ 92,300.00
Task 4.0	Permit Application Preparation and Submittal	
	Subtask Description	Fee (\$)
	4.1 Permit application documents/RAI responses	\$ 104,200.00
	4.2 BOEM lease application and negotiation	\$ 14,600.00
	Task 4.0 SUBTOTAL	\$ 118,800.00
Task 5.0	Benefits Analysis	
	Subtask Description	Fee (\$)
	5.1 Scoping Analysis For Benefits Determination Strategy	\$ 13,200.00
	5.2 Development of taxing district model (MSBU/MSTU)	\$ 39,600.00
	5.3 Public outreach meetings	\$ 12,800.00
	Task 5.0 SUBTOTAL	\$ 65,600.00
PHASE II (Tasks 6-7, Authorization Withheld)		
Task 6.0	ECL Boundary Line Agreements/Notices and Easements Assistance	
	Subtask Description	Fee (\$)
	6.1.1 ECL survey/Public Mtg_Hearing/Cnty Assistance (~1.0 miles)	\$ 27,300.00
	6.1.2 MHW Boundary survey/Public Mtg_Hearing/Cnty Assistance (up to ~7.9 miles)	\$ 23,800.00
	6.2 Notices and Easements	\$ 5,400.00
	Task 6.0 SUBTOTAL	\$ 56,500.00
Task 7.0	Final Design Survey, Final Design, and Plans and Specifications	
	Subtask Description	Fee (\$)
	7.0 Final Design Survey, Final Design, and Plans and Specifications/Bid Documents	\$ 157,500.00
	Task 7.0 SUBTOTAL	\$ 157,500.00

Ponte Vedra Beach Management Project		7-Oct-19
Proposal #2019-01 Project Development, Permit-Level Design, Permit Application, Plans and Specifications		EXHIBIT B PHASE I \$ 922,300.00
ESTIMATE OF LABOR AND SUBCONTRACT COSTS		PHASE II \$ 194,000.00
		TOTAL: \$1,116,300.00

Task 1 - PHASE I ENGINEERING PROJECT FORMULATION										Subtotal \$ 163,900.00				
DIRECT LABOR										OUTSIDE SVCS/SUB-CONTRACTORS				
LABOR CATEGORY	1.1.1/1.1.2 DATA ASSEMBLY	1.2.1 ENGR./DESIGN	1.2.2 SBEACH ANALYSIS	1.2.3 ALT. DEV./ RECO	1.3a workshops	1.3a PUBIC MEETINGS			TOTAL HOURS	RATE	EST. COST	SERVICE	COST	
Principal	4	24	24	80	24	36			192	\$ 209	\$ 40,128.00	beach profile survey (Arc)	\$ 24,480.00	
Senior Engineer		8	16						24	\$ 154	\$ 3,696.00	Beach mag survey (Arc)	\$ 3,600.00	
Coastal Engineer III	12	56	40	56	4	8			176	\$ 111	\$ 19,536.00	Beach mag archaeo (T.A.R.)	\$ 8,582.00	
Coastal Engineer II									0	\$ 99	\$ -		\$ -	
Coastal Engineer I	12	160	240	200	16	5			633	\$ 93	\$ 58,869.00		\$ -	
Draftsman/Designer (CADD)	7			16	8				31	\$ 81	\$ 2,511.00		\$ -	
Administrative Assistant	4		8	16					28	\$ 85	\$ 2,380.00		\$ -	
SUBTOTAL DIRECT LABOR												\$ 127,120.00	Subcontract Costs	\$ 36,762.00

*inc. assistance with presentation prep/attend/participate

Task 2 - PHASE I BORROW AREA DEVELOPMENT										Subtotal \$ 481,700.00				
DIRECT LABOR										OUTSIDE SVCS/SUB-CONTRACTORS				
LABOR CATEGORY	2.1.1 BOEM G&G Permits	2.2.1 / 2.2.2 PLAN/ DESIGN	2.2.3 Cores	2.2.4 Native Beach	2.3 DIVER VERIFY /BENTHICS		2.4 REPORT PREP		TOTAL HOURS	RATE	EST. COST	SERVICE	COST	
Principal	24	24	16	8	8		120		200	\$ 209	\$ 41,800.00	Vibracores (40, AMDrill/AVS)	\$ 154,025.00	
Senior Engineer			8				16		24	\$ 154	\$ 3,696.00	Multi beam survey (Arc)	\$ 19,750.00	
Coastal Engineer III	24	24	16	8			80		152	\$ 111	\$ 16,872.00	Geophysics (Sonographics)	\$ 110,172.00	
Coastal Engineer II		32		24					56	\$ 99	\$ 5,544.00	Geophysics archaeo. (T.A.R.)	\$ 27,660.84	
Coastal Engineer I	40		80	64	16		160		360	\$ 93	\$ 33,480.00	seabed/benthic chrctzn (C.E.G.)	\$ 46,826.00	
Draftsman/Designer (CADD)	16	7		15	5		24		67	\$ 81	\$ 5,427.00			
Administrative Assistant	8				4		23		35	\$ 85	\$ 2,975.00	beach sed. sampling (Arc/EIS)	\$ 13,500.00	
SUBTOTAL DIRECT LABOR												\$ 109,794.00	Subcontract Costs	\$ 371,933.84

Task 3 - PHASE I BIOLOGICAL/ENVIRONMENTAL ASSESSMENTS										Subtotal		\$ 92,300.00	
DIRECT LABOR										OUTSIDE SVCS/SUB-CONTRACTORS			
LABOR CATEGORY	3.1 BA	3.2 EA					TOTAL HOURS	RATE	EST. COST	SERVICE	COST		
Principal	8	32					40	\$ 209	\$ 8,360.00	BA (C.E.G.)	\$ 32,944.00		
Senior Engineer							0	\$ 154	\$ -	EA (C.E.G.)	\$ 41,392.00		
Coastal Engineer III	8	8					16	\$ 111	\$ 1,776.00		\$ -		
Coastal Engineer II							0	\$ 99	\$ -		\$ -		
Coastal Engineer I	24	24					48	\$ 93	\$ 4,464.00		\$ -		
Draftsman/Designer (CADD)	9	16					25	\$ 81	\$ 2,025.00		\$ -		
Administrative Assistant	8	8					16	\$ 85	\$ 1,360.00		\$ -		
SUBTOTAL DIRECT LABOR									\$ 17,985.00	Subcontract Costs	\$ 74,336.00		

Task 4 - PHASE I PREPARATION OF PERMIT APPLICATION DOCUMENTS										Subtotal		\$ 118,800.00	
DIRECT LABOR										OUTSIDE SVCS/SUB-CONTRACTORS			
LABOR CATEGORY	4.1/4.1.1 PMT DESIGN APPS/RAI	4.2 BOEM LEASE					TOTAL HOURS	RATE	EST. COST	SERVICE	COST		
Principal	160	20					180	\$ 209	\$ 37,620.00	Permit App Asst. (C.E.G.)	\$ 6,114.00		
Senior Engineer							0	\$ 154	\$ -	RAI Assist (CEG)	\$ 8,352.00		
Coastal Engineer III	120	20					140	\$ 111	\$ 15,540.00		\$ -		
Coastal Engineer II	160						160	\$ 99	\$ 15,840.00		\$ -		
Coastal Engineer I	200	80					280	\$ 93	\$ 26,040.00		\$ -		
Draftsman/Designer (CADD)	80	1					81	\$ 81	\$ 6,561.00		\$ -		
Administrative Assistant	24	8					32	\$ 85	\$ 2,720.00		\$ -		
SUBTOTAL DIRECT LABOR									\$ 104,321.00	Subcontract Costs	\$ 14,466.00		

Task 5 - PHASE I BENEFITS ANALYSIS										Subtotal		\$ 65,600.00	
DIRECT LABOR										OUTSIDE SVCS/SUB-CONTRACTORS			
LABOR CATEGORY	5.1 Scoping ANALYSIS	5.2 TAX MODELS	5.3 PUBLIC MEETINGS				TOTAL HOURS	RATE	EST. COST	SERVICE	COST		
Principal	24	16	24				64	\$ 209	\$ 13,376.00				
Senior Engineer							0	\$ 154	\$ -	Scoping (PFM)	\$ 5,750.00		
Coastal Engineer III							0	\$ 111	\$ -	Tax Model (PFM)	\$ 32,500.00		
Coastal Engineer II							0	\$ 99	\$ -	Meetings (PFM)	\$ 7,000.00		
Coastal Engineer I	16	40	8				64	\$ 93	\$ 5,952.00		\$ -		
Draftsman/Designer (CADD)	8						8	\$ 81	\$ 648.00		\$ -		
Administrative Assistant	4						4	\$ 85	\$ 340.00		\$ -		
SUBTOTAL DIRECT LABOR									\$ 20,316.00	Subcontract Costs	\$ 45,250.00		

Task 6 - PHASE II POST-PERMIT APPLICATION TASKS											Subtotal \$ 56,500.00			
DIRECT LABOR											OUTSIDE SVCS/SUB-CONTRACTORS			
LABOR CATEGORY				6.1.1 ECL / MEETING / ASST	6.1.2 BLA / MEETING / ASST	6.2 NOTICES & ESMTS			TOTAL HOURS	RATE	EST. COST	SERVICE	COST	
Principal				40	24	8			72	\$ 209	\$ 15,048.00	ECL Survey/Maps (Arc)	\$ 10,900.00	
Senior Engineer									0	\$ 154	\$ -	BLA MHWL Survey/Maps (Arc)	\$ 11,730.00	
Coastal Engineer III				24	16				40	\$ 111	\$ 4,440.00			
Coastal Engineer II									0	\$ 99	\$ -			
Coastal Engineer I				40	40	24			104	\$ 93	\$ 9,672.00		\$ -	
Draftsman/Designer (CADD)				16	15	14			45	\$ 81	\$ 3,645.00		\$ -	
Administrative Assistant				4	4	4			12	\$ 85	\$ 1,020.00		\$ -	
SUBTOTAL DIRECT LABOR												\$ 33,825.00	Subcontract Costs	\$ 22,630.00

Task 7 - PHASE II FINAL DESIGN SURVEY, FINAL DESIGN, PLANS AND SPECIFICATIONS											Subtotal \$ 137,500.00			
DIRECT LABOR											OUTSIDE SVCS/SUB-CONTRACTORS			
LABOR CATEGORY	7.0 PLANS & SPECS								TOTAL HOURS	RATE	EST. COST	SERVICE	COST	
Principal	120								120	\$ 209	\$ 25,080.00	beach profile survey (Arc)	\$ 24,480.00	
Senior Engineer	80								80	\$ 154	\$ 12,320.00	Digital aeriels (Kucera)	\$ 12,000.00	
Coastal Engineer III	160								160	\$ 111	\$ 17,760.00		\$ -	
Coastal Engineer II	80								80	\$ 99	\$ 7,920.00		\$ -	
Coastal Engineer I	280								280	\$ 93	\$ 26,040.00		\$ -	
Draftsman/Designer (CADD)	80								80	\$ 81	\$ 6,480.00		\$ -	
Administrative Assistant	64								64	\$ 85	\$ 5,440.00		\$ -	
SUBTOTAL DIRECT LABOR												\$ 101,040.00	Subcontract Costs	\$ 36,480.00

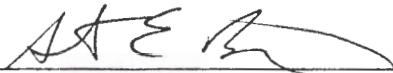
Olsen Associates, Inc.		
2019-2020 Billing Rates & Key Personnel		
Position	Name	\$ rate/hr
Principal	Albert E. Browder, Ph.D., P.E.	\$ 209
Principal	Christopher G. Creed, P.E.	\$ 209
Principal	Kevin R. Bodge, Ph.D., P.E.	\$ 209
Principal Technical Advisor	Erik J. Olsen, P.E.	\$ 209
Senior Engineer	Steven C. Howard, P.E.	\$ 154
Senior Engineer	William A. Hobensack, P.E.	\$ 154
Coastal Engineer III	Krista J. Egan, P.E.	\$ 111
Coastal Engineer II	Zachary N. Bedell, E.I.	\$ 99
Coastal Engineer I	Benjamin Gross, E.I.	\$ 97
Coastal Engineer I	Sergio A. Pena, E.I.	\$ 93
Draftsman/Designer (CADD)	Michael J. Lawson	\$ 81
Administrative Assistant	Heather D. Kalka	\$ 85
Prepared for: St. Johns County, FL		
Project: RFQ 19-51 Ponte Vedra Beach Management Project		
		7-Oct-19

RFQ No: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract No: 19-MAS-OLS-11278

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

Olsen Associates, Inc. this 23rd day of October, 2019.

By: 
Signature of Authorized Representative

Name: Albert E. Browder
(Please Type or Print)

Title: VP & Corp. Secretary
(Please Type or Print)

ST JOHN'S COUNTY
OCT 24 '19
PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

October 30, 2019

Mr. Albert E. Browder, Ph.D., P.E.
Vice-President, Principal
Olsen Associates, Inc.
2618 Herschel Street
Jacksonville, FL 32204

**RE: RFQ No: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract No: 19-MAS-OLS-11278**

Dear Mr. Browder:

Attached, please find a fully executed original copy of the Contract Agreement for Ponte Vedra Beach Management Project Development, Design, and Permitting for your files.

Damon Douglas will be your contact person and his contact information is listed below.

Damon Douglas, MPA
Administrative Manager
St. Johns County Public Works
2750 Industry Center Road
Direct: (904) 209-0794
Email: ddouglas@sjcfl.us

If you have any questions regarding this contract, or the required services, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in cursive script, appearing to read "Diana M. Fye".

Diana M. Fye, AS, CPPB
Procurement Coordinator
(904) 209-0162 – Direct
(904) 209-0163 – Fax
dfye@sjcfl.us

CC: SJC Minutes & Records
SJC Purchasing RFQ 19-51 Master Contract File

Diana Fye

From: Al Browder <abrowder@olsen-associates.com>
Sent: Tuesday, October 29, 2019 8:14 AM
To: Shelly Vongchanta; Damon Douglas; Jaime Locklear
Cc: Diana Fye; Chris Creed
Subject: RE: St Johns County RFQ 19-51 Executed Contract

Hello Ms. Vongchanta,

PDF received, thanks. We will be on the lookout for the hardcopy, and we look forward to working with you all!

Regards

Al Browder

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

olsen associates, inc.

2618 Herschel St.

Jacksonville, FL 32204

904.387.6114 x 315

904.384.7368 FAX

www.olsen-associates.com

abrowder@olsen-associates.com

From: Shelly Vongchanta <svongchanta@sjcfl.us>
Sent: Monday, October 28, 2019 4:30 PM
To: 'abrowder@olsen-associates.com' <abrowder@olsen-associates.com>; Damon Douglas <ddouglas@sjcfl.us>; Jaime Locklear <jlocklear@sjcfl.us>
Cc: Diana Fye <dfye@sjcfl.us>
Subject: St Johns County RFQ 19-51 Executed Contract

Good Afternoon Mr. Browder,

Attached, please find a fully executed copy of Contract Agreement #19-MAS-OLS-11278 from RFQ 19-51: Ponte Vedra Beach Management Project Development, Design, and Permitting.

An original copy was also mailed to you via USPS.

Please let Diana Fye (dfye@sjcfl.us) know if you have any questions.
And as always, thank you for doing business with St Johns County,

Shelly T. Vongchanta

Buyer | Purchasing Division

St Johns County Board of County Commissioners

500 San Sebastian View

St. Augustine, FL 32084

(904) 209-0166

(904) 209-0167 Fax

svongchanta@sjcfl.us

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Shelly Vongchanta

From: Jaime Locklear
Sent: Monday, October 28, 2019 4:06 PM
To: Shelly Vongchanta
Subject: RE: Piggyback request approved at my desk

There's a signed contract ready in legal. Can you go pick it up and get the clerk to sign it, and then email a copy to Olsen Engineering, Damon Douglas, and then put the signed contracts in Diana's basket?

Thank you!!!

From: Shelly Vongchanta <svongchanta@sjcfl.us>
Sent: Monday, October 28, 2019 4:05 PM
To: Jaime Locklear <jlocklear@sjcfl.us>
Subject: RE: Piggyback request approved at my desk

Yes ma'am.

Thank you, it was the RFA for Cubix.

From: Jaime Locklear
Sent: Monday, October 28, 2019 1:11 PM
To: Shelly Vongchanta <svongchanta@sjcfl.us>
Subject: FW: Piggyback request approved at my desk

Shelly,

Can you go pick this up from Amie? It's probably one for you anyway.

Thanks,
Jaime

From: Amie Leigh Vaden <avaden@sjcfl.us>
Sent: Monday, October 28, 2019 11:05 AM
To: Jaime Locklear <jlocklear@sjcfl.us>
Subject: Piggyback request approved at my desk

V/R,

Amie Leigh Vaden
Administrative Coordinator
Office of the County Administrator
St. Johns County Board of County Commissioners
500 San Sebastian View, St. Augustine FL 32084
P: (904) 209-0544 | F: (904) 209-0536

Diana Fye

From: Chris Creed <c creed@olsen-associates.com>
Sent: Tuesday, October 22, 2019 10:43 AM
To: Damon Douglas; abrowder@olsen-associates.com; Diana Fye
Subject: RE: Notice of Award and the Contract Agreement for RFQ No. 19-51; Ponte Vedra Beach Management Project Development

Good morning, Damon,

Al is out of the office today. He returns tomorrow. I will let Al reply definitively, but unless there is something that I am not familiar with, I do not see a problem getting our response to you before your Thursday meeting.

Best,

Chris

Chris Creed, P.E.
olsen associates, inc.
O: 904.387-6114 ext. 312
C: 904.612-7983

From: Damon Douglas [mailto:ddouglas@sjcfl.us]
Sent: Tuesday, October 22, 2019 10:25 AM
To: abrowder@olsen-associates.com; Diana Fye
Cc: Chris Creed
Subject: RE: Notice of Award and the Contract Agreement for RFQ No. 19-51; Ponte Vedra Beach Management Project Development

Al and Chris- What is your timing to return the executed contract? I have a meeting with county commissioners this Thursday and I would like to report on the status of the contract.

Thank you,

Damon Douglas, MPA
Administrative Manager
St. Johns County Public Works
2750 Industry Center Road
St. Augustine, FL 32084
Phone (904) 209-0794
Cell (904) 826-9010
ddouglas@sjcfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

From: Al Browder <abrowder@olsen-associates.com>
Sent: Thursday, October 17, 2019 10:23 AM
To: Diana Fye <dfye@sjcfl.us>
Cc: Damon Douglas <ddouglas@sjcfl.us>; Chris Creed <ccreed@olsen-associates.com>
Subject: RE: Notice of Award and the Contract Agreement for RFQ No. 19-51; Ponte Vedra Beach Management Project Development

Hello Diana,

E-mail received, thanks.

Al Browder

From: Diana Fye <dfye@sjcfl.us>
Sent: Wednesday, October 16, 2019 3:29 PM
To: abrowder@olsen-associates.com
Cc: Damon Douglas <ddouglas@sjcfl.us>
Subject: Notice of Award and the Contract Agreement for RFQ No. 19-51; Ponte Vedra Beach Management Project Development

Good Afternoon, Mr. Browder.

Attached are the Notice of Award and the Contract Agreement for RFQ No. 19-51; Ponte Vedra Beach Management Project Development. The Notice of Award contains instructions on how to proceed.

If you have any questions, please feel free to call.

Also, would you please confirm that you've received this e-mail?

Thank you.

Regards,

Diana M. Fye, AS, CPPB
Procurement Coordinator
St. Johns County BOCC
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Phone: 904-209-0162 | Fax: 904-209-0163
dfye@sjcfl.us | www.sjcfl.us

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St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

October 16, 2019

Olsen Associates, Inc.
2618 Herschel St.
Jacksonville, FL 32204

**RE: RFQ No: 19-51; Ponte Vedra Beach Management Project Development
Master Contract No: 19-MAS-OLS-11278**

We are pleased to notify you that the St. Johns County Board of County Commissioners, on June 18, 2019, approved negotiations and award for Ponte Vedra Beach Management Project Development, Design, and Permitting as specified in the above referenced Request for Qualifications. The lump sum price submitted by your firm has been approved, and are hereby accepted, and incorporated in the Contract Agreement.

Attached, via email, is an electronic copy of the Contract Agreement and an Acceptance of this Notice of Award. Please print, sign, date, seal (if applicable) and return all of the following within ten (10) days of receipt of this Notice:

1. Three (3) original signature copies of the Contract Agreement (*Date only the signature page of the agreement. Please DO NOT date the front page of the contract*)
2. One (1) original Acceptance of the Notice of Award (Please sign, date and return the Acceptance of Award acknowledgement (page 2 of this letter)
3. All applicable Certificates of Insurance as stated in Article 14 of the attached Contract Agreement.

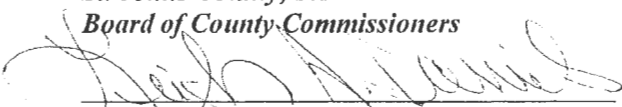
NOTE: In accordance with the RFQ documents, failure to return the requested documents within the time shown above may deem your firm non-responsive.

to the attention of: Ms. Diana M. Fye, AS, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Upon receipt of the above documents by this office, contract agreements will be executed and an original copy will be returned to your office.

Should you have any questions regarding this notice please don't hesitate to contact Diana M. Fye, A.S., CPPB, Procurement Coordinator at (904) 209-0162 or dfye@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners


Leigh Daniels, CPPB
Procurement Supervisor

Date: 10/16/19

**RFQ No: 19-51; Ponte Vedra Beach Management Project Development, Design, and Permitting
Master Contract No: 19-MAS-OLS-11278**

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

Olsen Associates, Inc. _____ this _____ day of _____, 2019.

By: **X** _____
Signature of Authorized Representative

Name: _____
(Please Type or Print)

Title: _____
(Please Type or Print)

Diana Fye

From: Diana Fye
Sent: Wednesday, October 16, 2019 3:29 PM
To: 'abrowder@olsen-associates.com'
Cc: Damon Douglas
Subject: Notice of Award and the Contract Agreement for RFQ No. 19-51; Ponte Vedra Beach Management Project Development
Attachments: 19-51 Notice of Award and Acceptance.pdf; 19-51 Master Contract - Olsen.pdf

Good Afternoon, Mr. Browder.

Attached are the Notice of Award and the Contract Agreement for **RFQ No. 19-51; Ponte Vedra Beach Management Project Development**. The Notice of Award contains instructions on how to proceed.

If you have any questions, please feel free to call.

Also, would you please confirm that you've received this e-mail?

Thank you.

Regards,

Diana M. Fye, AS, CPPB
Procurement Coordinator
St. Johns County BOCC
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Phone: 904-209-0162 | Fax: 904-209-0163
dfye@sjcfl.us | www.sjcfl.us

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