

RESOLUTION NO. 2024 - 315

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 1712R; PORPOISE POINT SHORELINE STABILIZATION TO INTERA-GEC, LLC AS THE TOP RANKED FIRM AND TO EXECUTE A CONTRACT FOR COMPLETION OF THE WORK.

RECITALS

WHEREAS, Porpoise Point has suffered periods of sudden erosion damage throughout the years. The erosion is causing the exposure of residential building foundations and underground public utilities, flooding the right of way, and reducing or eliminating recreational space. There is a need to reduce coastal storm damage and to develop a solution to protect this area from future storm events and prevent further erosion. All of the final alternatives (except the no-action plan) contained a groin feature (shore perpendicular structure) or a breakwater feature (shore parallel structure), or both, to trap sand at Porpoise Point. Combining this with an initial beach nourishment and dune feature would reduce impacts of erosion, wave attack, and storm surge inundation to the beach and the upland public utilities and residential structures; and

WHEREAS, The project site lies within the CBRA System Unit P05 (Conch Island) and federal assistance, including construction, is prohibited in the CBRA System Units. Due to this restriction, the Corps was unable to complete their study; and

WHEREAS, through the County's Formal RFQ process, Intera-GEC LLC was identified as the highest ranked firm through evaluation of submitted qualifications and subsequent interviews in accordance with Section 287.055 Florida Statutes; and

WHEREAS, the County finds that issuing a contract for this work serves a public purpose; and

WHEREAS, the project will be funded by a Florida Division of Emergency Management.

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 award RFQ 1783 Porpoise Point Shoreline Stabilization to Intera-GEC, LLC. as the top ranked firm based upon evaluation of qualifications.

Section 3. Additionally, upon approval by the Board, County Administrator, or designee, is hereby authorized to issue and execute a contract, in substantially the same form and format as attached, with Inter-GEC, LLC for, completion of the Services, as negotiated for a not-to-exceed amount of \$775,048.20, contingent upon appropriation of funds.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 6th day of August, 2024.

Rendition Date
AUG 09 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Sarah Arnold, Chair

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

By:
Robin L. Platt
Deputy Clerk





PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 24-PSA-INT-20053

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This Professional Services Agreement (hereafter “Agreement”) is made this ____ day of _____, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **INTERA-GEC, LLC** (“Consultant”), a company authorized to do business in the State of Florida, with its principal offices located at: 2114 NW 40th Terrace, Gainesville, FL 32605, Phone: 904-440-4697, and E-mail: mtrudnak@intera.com, for **RFQ 1783 Porpoise Point Shoreline Stabilization**, hereinafter referred to as the “Project”. Where referenced together, the County and Consultant shall collectively be referred to as the “Parties”.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that shall govern the performance of the Services by the Consultant, and consist of the following documents which are incorporated herein by reference:

- a) Fully Executed Amendments and/or Change Orders to this Agreement;
- b) This Professional Services Agreement and all Exhibits and/or Attachments hereto:
 - a. Exhibit A- Scope of Services
 - b. Exhibit B- Fee Schedule
 - c. Exhibit C- Florida Statutes on Public Entity Crimes
 - d. Exhibit D- Certification Regarding Debarment, Suspension, Ineligibility
 - e. Exhibit E- Byrd Anti-Lobbying Compliance and Certification Regarding Lobbying
 - f. Exhibit F- Non-Collusion Certification
 - g. Exhibit G- Equal Opportunity Report Statement
 - h. Exhibit H- State Funded LAP Grant Agreement D1499
 - i. Exhibit I- Appendix II to Part 200, Title 2 Contract provisions for Non-Federal Entity
- c) Insurance furnished by Consultant meeting the requirements of Article XIII;
- d) Request for Qualifications No. RFQ 1783 and all issued Addenda

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. No terms, conditions, limitations, or exclusions in Consultant’s proposal documents or invoices shall be binding upon the County and shall not become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

1.1.3 Any and all Contract Documents shall remain the property of the County. Consultant is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Consultant shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided, however, that in no event shall the Consultant, or the Consultant’s sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.1.4 Shop Drawings, Product Data, Samples, and similar submittals (“Submittals”) are not Contract Documents. The County will review and take action upon Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Consultant.

1.1.5 All Submittals (whether in hard or electronic copy) prepared by or on behalf of Consultant in the course of the Services shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Consultant. Consultant grants the County a perpetual, royalty-free, license to use, copy, and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation, tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing, and/or upgrading the equipment, systems, facilities, and/or appurtenances related to the Services. Such license shall be capable of transfer and/or sub-licensing in whole or in part

without notice to or further consent of Consultant. Consultant shall not be held liable for reuse of Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.6 Consultant shall perform no portion of the Services at any time without adequate Contract Documents, or as appropriate, approved Shop Drawings, Product D of Samples for such portion of the Services. If Consultant performs any portion of the Services where Consultant knows or should know such Services involve a recognized error, inconsistency, or omission in the Contract Documents without notice to the Project Manager and the County, Consultant shall bear responsibility for such performance and shall bear the cost of correction. Consultant shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Submittals, to identify any inconsistency, ambiguity, error or omission which Consultant may discover with respect to these documents before proceeding with the affected Services. Consultant is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents shall be resolved through good faith efforts upon the part of the Consultant and the County. Should the Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Consultant within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager will render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest to the Project Manager's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest shall be submitted to the Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Consultant to protest the Director of Purchasing & Contracts' determination within fourteen (14) calendar days shall constitute a waiver by Consultant of all its rights to further protest, judicial or otherwise. The County Administrator will consider the Consultant's protest and render its decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the County Administrator's decision, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the County Administrator's decision.

1.1.7 Unless otherwise directed in writing, Consultant shall at all times carry on with the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Consultant from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II AGREEMENT TERM

2.1 Term

This Agreement shall become effective upon the date of execution by all parties and shall be in effect for a period of twenty-six (26) calendar months ("Agreement Term"). Consultant shall perform the Services within the time periods specified in Exhibit B. Consultant's Services shall commence upon receipt of a written Notice to Proceed from the County. This Agreement may only be extended in whole or in part upon written Amendment signed by both Parties.

ARTICLE III DEFINITIONS

3.1 Definitions

Terms used within this Agreement shall have the meaning as set forth in the SJC Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

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

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

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

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind,

obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

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

3.1.6 Compensation Method:

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

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

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

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

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

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

3.1.9 Contract Term: The number of calendar days between the Effective Date and completion of all Services, established in Article II of this Agreement, as may be amended by Change Order.

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

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

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

3.1.13 Services: The work described in the Contract Documents or a subsequently issued Change Order including

engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.14 Shop Drawings: Drawings, diagrams, schedules, and other data specifically issued for the Project by Consultant or a sub-contractor, to illustrate some portion of the Project.

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

ARTICLE IV SERVICES

4.1 Scope of Services

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

4.1.2 Services provided by the Consultant shall be under the general direction of the St. Johns County Department requesting Services, or the St. Johns County Purchasing Division, who shall act as the County's representative during the performance of Services under this Agreement.

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

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

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

ARTICLE V SCHEDULE

5.1 Schedule

5.1 Consultant shall perform the Services within the time periods specified in Exhibit B. Consultant's Services shall commence upon receipt of a written Notice to Proceed from the County.

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

ARTICLE VI COMPENSATION

6.1 General

The County agrees to pay and Consultant agrees to accept as compensation for the satisfactory performance of the Services rendered pursuant to this Agreement, a not-to-exceed amount of Seven Hundred Seventy-Five Thousand Forty-Eight dollars and Twenty cents (\$775,048.20). Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.2 Method of Payment

6.2.1 Compensation shall be based on the method of compensation as stated in Exhibit B, in accordance with the

definitions provided herein under Article III, or as otherwise set forth in a mutually agreed Change Order or Amendment.

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

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

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

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

6.3 Withheld Payment

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

6.4 Final Payment

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

6.5 Availability of Funds

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

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

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

The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission

of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

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

7.2 Confidentiality

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

ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 Authorized Representative

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

8.2 Personnel

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

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

ARTICLE IX SUB-CONTRACTORS

9.1 Sub-Contractors

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

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

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

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

10.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions

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

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

ARTICLE XI TERMINATION

11.1 TERMINATION

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

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

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

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

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

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

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

ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

12.1 Warranty of Performance

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

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

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

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

12.2 Indemnity

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

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

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

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

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

12.3 Infringement

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

ARTICLE XIII INSURANCE

13.1 Consultant’s Insurance Requirements

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

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

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

13.2 Additional Insured Endorsements and Certificate Holder

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

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

13.3 Workers Compensation

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

13.4 Commercial General Liability

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

13.5 Automobile Liability

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

13.6 Professional Liability

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

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

13.7 Other Requirements

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

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

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

ARTICLE XV GENERAL CONSIDERATIONS

15.1 Independent Contractor

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

15.2 Taxes

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

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

15.4 Publicity and Advertising

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

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

15.5 Examination of Consultant's Records

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

15.6 Governing Law & Venue

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

15.7 Arbitration

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

15.8 Disputes

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

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

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

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

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

15.8.4 The Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Director Purchasing & Contracts shall be sent to the Consultant to the notice address listed herein or by such other means as agreed to by the Parties.

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

15.9 Assignment and Arrears

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

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

15.10 Severability

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

15.11 Section Headings

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

15.12 Disclaimer of Third-Party Beneficiaries

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

15.13 No Waiver; Course of Dealing

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

15.14 No Waiver of Sovereign Immunity

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

15.15 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.

15.15.1 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.

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

15.16 Execution in Counterparts

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

15.17 Entire Agreement

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

15.18 Modifications, Amendments, Waivers and Extensions

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

15.19 Survival

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

15.20 Convicted and Discriminatory Vendor Lists

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

15.21 Scrutinized Companies Lists

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

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

15.22 Employment Eligibility and Mandatory Use of E-Verify

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

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

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

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

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

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

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

15.23 Nondiscrimination

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

15.24 Drug Free Workplace

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

15.25 Public Records

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

15.25.1 Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

- 15.25.2 Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- 15.25.3 Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- 15.25.4 Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.
- 15.25.5 Consultant, upon expiration of this Agreement or earlier termination thereof: either i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.
- 15.25.6 Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFI.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](http://500SANSEBASTIANVIEW.FLORIDA32084)

15.26 Enforcement Costs

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

15.27 Contingency Fee

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

15.28 Written Notice

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

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

St. Johns County
 500 San Sebastian View
 St. Augustine, FL 32084
 Attn: Leigh A. Daniels, Purchasing Manager
 Email Address: ldaniels@sjcfl.us

INTERA-GEC, LLC
 2114 NW 40th Terrace
 Gainesville, FL 32605
 Attn: Michael Trudnak, Senior Coastal Engineer
 Email Address: mtrudnak@intera.com

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

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

15.29 Non-Exclusive Right

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

15.30 Truth-In-Negotiation Representation

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

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

County

Consultant

St. Johns County (Seal)

INTERA-GEC, LLC (Seal)

(Typed Name)

(Typed Name)

By: _____

By: _____

(Signature of Authorized Representative)

(Signature of Authorized Representative)

Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB

(Printed Name)

(Printed Name)

Purchasing Director

(Title)

(Title)

(Date of Execution)

(Date of Execution)

ATTEST:

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

By: _____

(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Agreement No.:	Consultant Name: INTERA-GEC, LLC
Project:	Consultant Address: 2114 NW 40th Terrace Gainesville, FL 32605
Project Address:	Consultant License No.:
Payment Amount:	Amount of Disputed Claims:

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

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

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

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

Signed this __ day of _____, 20__

Consultant Name

By:

Signature

Printed Name

Title

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

Scope of Services
for
Porpoise Point Shoreline Stabilization Phase 1
Design, Permitting, and Bidding Assistance Services
INTERA-GEC, LLC
July 12, 2024

Introduction

St. Johns County (County) seeks professional engineering design and permitting services to protect Porpoise Point against further erosion by stabilizing the shoreline with erosion control structures. Porpoise Point, a very dynamic shoreline, has endured periods of severe erosion that exposed residential building foundations and underground public utilities, increased flooding of the County's right-of-way, and impacted use of the popular recreational beach. Potential future improvements to the north groin of St. Augustine Inlet by the U.S. Army Corps of Engineers (USACE) may also impact Porpoise Point.

As documented in this scope of services, INTERA-GEC, LLC will provide the following services:

- Project design, from conceptual design thru final permit drawings;
- Permitting, via the Florida Department of Environmental Protection (FDEP) and USACE Jacksonville District; and
- Development of construction plans and technical specifications suitable for project bidding and construction.

Scope of Services

We have developed this scope of services based on the assumptions and understandings listed below. Should any of these prove incorrect, we will coordinate with the County to adjust the scope and budget as necessary.

Assumptions and Understandings

- 1) The County will be responsible for all permit fees.
- 2) We will use beach profile data, LiDAR data, and inlet bathymetry data provided by the County and USACE. We understand the County will collect LiDAR data of Porpoise Point during summer 2024; we assume these data combined with prior monitoring data of the inlet collected by the County and/or USACE will provide sufficient coverage for preliminary design and permitting purposes. We have not budgeted for any additional topographic/bathymetric surveys for permit-level design.
- 3) To support development of construction plans, we will subcontract Arc Surveying & Mapping, Inc. to conduct an airborne UAV LiDAR survey of the dry beach and beach profiles spaced 500-ft apart extending across the navigation channel.
- 4) We will coordinate with FDEP to obtain a Joint Coastal Permit and USACE to obtain a Department of the Army permit, as well as Section 408 approval, authorizing the construction of erosion control structures and beach fill placement.
- 5) For schedule and cost efficiency, we do not propose investigation of a new inlet or offshore borrow area for this project. We assume beach fill will be trucked from an approved upland source or placed via dredge should the opportunity arise for the County to piggyback on another regional dredging project.
- 6) We assume FDEP will require the County to establish an Erosion Control Line.

- 7) INTERA-GEC will subcontract Humiston & Moore Engineers to perform design, permitting, and construction document development services; Coastal Conservation Group to provide environmental expertise and support; and CMar Consulting to provide GIS, project database, and environmental document support services; the “INTERA-GEC Team” includes these subcontractors.
- 8) The INTERA-GEC Team will develop a draft Environmental Assessment (EA), in accordance with USACE guidance per the Code of Federal Regulations, for submittal to the regulatory agencies as part of the permit applications. We anticipate USACE will develop the final EA with a Finding of No Significant Impact (FONSI). We do not expect USACE to require an Environmental Impact Statement (EIS).

Task 1 – Assessment of Existing Information and Gaps Identification

The INTERA-GEC Team will commence work by conferring with the County to obtain available relevant information (e.g., beach profile data, inlet bathymetry data, LiDAR data, ADCP data, engineering reports, historic aerials). We will review USACE’s Porpoise Point, St. Johns County, FL Continuing Authorities Program (CAP) Section 103 Final Termination Report and other relevant reports (e.g., inlet management related documents, physical monitoring reports) and coordinate with USACE to obtain available survey data and field measurements (e.g., water level and ADCP data). We will coordinate with USACE to discuss prior inlet modeling efforts, and data used for such efforts, particularly any prior CMS model (see Task 4) applications.

We will compile and review existing geotechnical information for the project site, available inlet and offshore borrow areas, and upland sand sources for evaluation of the compatibility of potential fill material with the existing beach sand. We will identify any additional geotechnical data collection requirements (e.g., collection and analysis of existing beach sand samples). For schedule and cost efficiency, we do not propose investigation of a new inlet or offshore borrow area for this project. Given the project’s relatively small scale, an upland sand source may prove most cost effective and expeditious, as the fill volume requirement likely will not justify the typically high mobilization cost of a dredge. However, dredging may prove feasible should an opportunity to piggyback on another regional beach restoration project or inlet/Atlantic Intracoastal Waterway maintenance dredging project arise. We will fully evaluate all options.

Of note, the St. Augustine Inlet Management Implementation Plan specifies that all inlet dredge material “shall be distributed to the adjacent Atlantic Ocean fronting beaches with a placement ratio of approximately one-third of material placement to the north and two-thirds of material placement to the south.” Thus, in close coordination with the County, we will coordinate with FDEP to ensure any proposed actions meets the FDEP-adopted inlet management strategies.

The INTERA-GEC Team will use the results of its review of existing data and reports and feedback from the regulatory agencies (see Task 4.1) to develop a data collection plan for any necessary field data collection. We will present this need to the County and seek its approval before collecting any additional field data.

Task 2 – New Data Collection

The INTERA-GEC Team will implement the data collection plan developed in Task 1 to collect new field data required for project design or required by the regulatory agencies for permitting. We have developed

the scope and budget for this task based on the assumptions below. Should any of these assumptions prove incorrect, we will coordinate with the County to revise our scope and budget as necessary.

- We assume existing geotechnical data do not sufficiently characterize the sediment of Porpoise Point. Under this assumption, we will collect nine sand samples — at the dune toe, mid-berm, and mean high water (MHW) locations at FDEP reference monuments; R-122A, R-122B, and R-122C — and coordinate with a USACE-validated laboratory for testing of grain size distribution, shell content, and Munsell color in accordance with FDEP standards. We will use these data to evaluate the compatibility of potential fill material with the existing beach sand.
- We understand the County will collect LiDAR data of Porpoise Point during summer 2024, and USACE has conducted extensive surveys of the inlet system in association with physical monitoring of other regional beach restoration projects; we assume these data will provide sufficient coverage for design and permitting purposes. We have not budgeted for any additional topographic/bathymetric surveys for permit-level design (Task 3).
- We assume existing wave and water level data are sufficient to calibrate and validate our proposed numerical models.
- We assume no new borrow area data collection (e.g., geotechnical, geophysical, cultural resource surveys) is required.
- We have budgeted \$100,000 (non-labor costs) and 50 hours of Senior Engineer time for potential field data collection that FDEP and/or USACE may require for permitting and/or for construction documents.

Task 3 – Permit-Level Design

During our Task 1 meetings with County staff and the regulatory agencies, the INTERA-GEC Team will identify the County's project objectives, regulatory design limitations, and potentially permissible design alternatives. Additionally, we will develop a thorough understanding, based on available information, of the likely causes of Porpoise Point erosion, areas of concern/potential adverse effects from the structures, and potential risks that could affect the success of the project (e.g., undermining and failure of the proposed erosion control structures due inlet dynamics). We understand sand supply from the north traveling over, through, and/or around the inlet's relatively low, porous, and short north jetty affects the conditions of Porpoise Point. Given the construction of three large-scale beach fill projects that placed approximately 3,000,000 cubic yards of sand on Vilano Beach and South Ponte Vedra Beach since 2021, and the lack of such sand supply prior to those projects, our evaluations and project design will consider pre- and post-2021 conditions and the risks associated with a lack of sand supply. INTERA-GEC will subcontract Humiston & Moore Engineers to perform the numerical modeling and design services discussed below.

We will apply several numerical models to assess the inlet hydrodynamics, wave climate, and morphology trends including the influence of existing and proposed structures on coastal processes in the vicinity of the project area of interest. The models range from high resolution models in time and space to large-scale, long-term models. We will apply detailed high-resolution models with very small-time steps to analyze the interaction of the waves and inlet currents with the structures and the nearshore sediment transport regime.

We will calibrate the hydrodynamic, wave, and morphological models to existing (pre-project) conditions (i.e., no erosion control structures present). A largescale, regional model will provide boundary conditions to a local model of the nearshore and inlet throat.

Long-term modeling and analytical approaches will identify regional long-term trends and assess interaction of the erosion control structures with the broader coastal setting in the area of interest. The engineering evaluation will consider largescale hydrodynamic modeling of the inlet system, evaluation of existing conditions, and nearshore coastal process modeling. The application of regional and nearshore coastal process models will help evaluate nearshore wave and flow conditions near the project areas. Modeling applications with updated hydrographic monitoring data utilizing CMS-Flow and CMS-Wave (fully coupled) will evaluate nearshore flow, sediment pathways, and morphology changes. All modeling will also assess the effects of sea level rise.

We will also utilize CMS-Flow and CMS-Wave to evaluate design alternatives. Shoreline change modeling and analytical analysis will also help evaluate the long-term response to the installation of erosion control alternatives towards sustainable equilibrium planform and improved resiliency. The detailed high-resolution model, XBeach, will help to evaluate and improve project performance under design storm conditions. We will coordinate preliminary design and projected impacts with the County (and regulatory agencies after County acceptance).

Through the modeling listed above, we will develop conceptual design (30%) alternatives for erosion control improvements in the project area. Conceptual design will include evaluating shoreline response, beach fill volume, and projected design life of the beach fill. Through an iterative process, we will assess different alternatives of the proposed structure characteristics (for example, type, size, and permeability) with the modeling approach discussed above. This process intends to adjust positioning of erosion control structures to obtain optimum results for shoreline protection and for minimization of impacts to the adjacent shorelines. We anticipate that the erosion control design alternatives will consist of rock terminal groin, nearshore breakwaters, and/or T-groins. When evaluating these alternatives, we will consider relative cost, permitability, and constructability. We will assess the relative performance of the alternatives. In consultation with the County, the County and the INTERA-GEC Team will select the alternative to advance to preliminary design (60%) and permitting.

Upon approval of the preliminary design and analysis by the County and FDEP staff, we will prepare a preliminary design report for use as supporting documentation for state and federal regulatory review. The report will include background shoreline trends, design objectives, and coastal process modeling for evaluation of the project design alternatives and projected nearshore and adjacent shoreline and sand volume changes. This report will include plans for the County to review and approve for filing with the state and federal regulatory agencies for erosion control implementation. This report will also include a preliminary opinion of probable cost.

The preliminary design report will also include a sediment compatibility analysis of potential borrow areas with the existing beach sand. As mentioned, this scope does not include investigation and design of a new offshore or inlet borrow area for this project.

Task 4 – Permitting

The INTERA–GEC Team will coordinate with FDEP to obtain a Joint Coastal Permit and USACE to obtain a Department of the Army permit. Additionally, we anticipate designing a solution that does not adversely

affect the ongoing federal projects in the area (St. Augustine Harbor Navigation Project, St. Johns County Shore Protection Project, and St. Johns Coastal Storm Risk Management Project) and will coordinate with USACE as necessary to obtain Section 408 approval.

Task 4.1 Pre-Application Meetings

The INTERA-GEC Team will develop materials (i.e., PowerPoint presentation and supporting documents) for, coordinate, and conduct up to two pre-application meetings with the FDEP and USACE Jacksonville District. During these meetings, we will introduce the project to regulatory agency staffs, discuss foreseeable permit application issues, solicit agency recommendations concerning the content and format of the application materials, and discuss field data collection and analysis requirements. Following completion of the pre-application meetings, INTERA-GEC will compile and submit meeting minutes to all attending parties. These meetings will occur concurrent with Task 1.

Task 4.2 Permit Applications

Based on results of tasks 1 – 3 and agency comments made during the pre-application meetings, the INTERA-GEC Team will prepare and submit appropriate permit applications to the FDEP and USACE. The application submittal packages will include the completed application forms, including a project narrative describing the proposed project activities, project design, and natural resources of the project area; permit drawings; and supporting survey data and reports. We will develop a draft Environmental Assessment (EA), in accordance with USACE guidance per the Code of Federal Regulations, for submittal as part of the permit applications. We anticipate USACE will develop the final EA with a Finding of No Significant Impact (FONSI). We do not expect USACE to require an Environmental Impact Statement (EIS).

Task 4.3 Responses to Requests for Additional Information (RAI)

Following submission of the permit applications, FDEP and USACE will likely respond with one or more requests for additional information (RAI). An RAI typically includes a series of questions requiring additional explanation of the proposed project work, requested changes to the project to meet specific concerns, and specific design changes to meet agency design guidance. The INTERA-GEC Team will speedily respond to the RAIs and submit the requested information after consultation with the County. To the best of our ability, we will submit complete permit applications and RAI responses to limit the RAIs to one per agency. We have budgeted \$60,000 in total for responding to RAIs from FDEP and USACE. If RAI responses require additional labor, field investigations, or laboratory tests beyond the budget included in this proposal, we will submit a new proposal describing the work needed to satisfy agency requests and costs to accomplish the work.

Task 4.4 Coordination

The single most important activity during the permitting process is the establishment and maintenance of a clear line of communication between the applicant and the participating agencies. To that end, INTERA-GEC will coordinate with local, state, and federal agencies staff during the application review process. These agencies may include the FDEP, USACE, U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), U.S. Coast Guard, Florida Inland Navigation District, St. Augustine Port Waterway & Beach District, and the County. We will:

- Consult with and advise the County relative to (a) interpretation of USACE and FDEP rules and regulations and (b) responses to USACE and FDEP RAIs,

- Represent the project before FDEP and USACE staff;
- Meet on-site, if necessary, with USACE and FDEP staff, as well as other stakeholders and regulatory agencies, to discuss the Project;
- Assist the USACE with the issuance of a Public Notice, if required, and coordination with federal and/or state commenting agencies. This will include, but is not limited to, completing the required Manatee Questionnaire, telephone discussions, meetings, and/or submittal of any additional required information requested by the USFWS, National Marine Fisheries Service, Environmental Protection Agency, or FWC.
- Review the permits upon issuance and coordinate with the regulatory agencies and County as necessary to resolve any potential issues with the permit conditions.

INTERA-GEC will maintain consistency/currency between the state and federal permit applications and other environmental documentation and strive to resolve environmental issues that arise during the permits' review periods.

Task 5 — Erosion Control Line and MHW Boundary Line

If necessary, as directed by FDEP in the Task 1 pre-application meetings, the INTERA-GEC Team will conduct a Mean High Water (MHW) Boundary Line Survey, coordinate with FDEP and Division of State Lands for approval of the survey, and assist the County with establishment of an Erosion Control Line (ECL). Closely coordinating with the County, INTERA-GEC will prepare a presentation for and conduct the FDEP-required public workshop and attend FDEP's public hearing. We will assist the County with public outreach and coordination with FDEP as requested. INTERA-GEC will subcontract with Arc Surveying & Mapping, Inc. to collect the survey.

Task 6 — Preparation of Construction Documents

During the permitting process (Task 4), we will refine the preliminary design as required by the FDEP and/or USACE. Upon acceptance of the final design by FDEP and USACE, we will develop construction plans, in 24 x 36-inch signed and sealed format, and technical specifications suitable for project bidding and construction. These documents, which the County will incorporate into the contract documents (its "front-end matter"), shall be consistent with, and conform to, the FDEP and USACE permits applicable to the project. We will submit one final draft of the construction drawings to the County in PDF format and the technical specifications in Microsoft Word format. Upon the County's review of the documents, we will incorporate revisions deemed warranted by the INTERA-GEC Team and the County and submit the final signed and sealed set to the County.

We will also compute construction quantities and develop a bid schedule, an opinion of probable cost, and a schedule for the construction project. Our engineers will check all construction documents to ensure they are consistent with all the permit requirements. We will produce a package of technical information suitable for inclusion in the County's procurement package to select a construction contractor.

Of note, we anticipate receiving FDEP acceptance of the final design much sooner than USACE acceptance, as the federal permitting process typically takes much longer than the state process. Thus, we will commence developing the construction plans and technical specifications upon acceptance of the final design by FDEP, complete final drafts while awaiting USACE acceptance of the design, and finalize the documents upon receiving USACE acceptance. Additionally, to develop accurate plans and compute accurate construction quantities and costs for bidding, we will require updated topographic and

bathymetric survey data of Porpoise Point. Accordingly, we will subcontract Arc Surveying & Mapping, Inc. to conduct an airborne UAV LiDAR survey of the dry beach and beach profiles spaced 500-ft apart extending across the navigation channel.

Task 7 — Community Engagement

INTERA-GEC will prepare for and help conduct up to three public meetings at locations and times the County chooses. In collaboration with County staff, we will:

- Prepare a PowerPoint presentation, submit the draft presentation to the County for review prior to the meeting, and address County comments as appropriate;
- Present the County-approved PowerPoint presentation at the meeting; and
- Document public comments, summarize the comments in writing, and provide a PDF copy of the comments to the County.

Task 8 — County Coordination

Throughout the duration of the study, INTERA-GEC will communicate with the County via email, phone, and video conferences — at minimum on a weekly basis — to provide study updates, discuss any study concerns, and address general project management requirements of the County. We will email the County written updates of project activity every seven days throughout the project duration.

Task 9 — Project Database

INTERA-GEC will subcontract CMar Consulting (CMar) to create a project database and GIS package that includes organized project documents and a coastal geodatabase with spatial data and feature layers symbolized in an ArcPro project. The database will include all relevant information compiled, collected, and developed during execution of this scope of services.

Task 10 — Bidding Assistance

INTERA-GEC will support the County during the solicitation/award phase of the project. The services of this task shall include the following:

- Provide signed and sealed construction drawings and technical specifications to accompany the County's "front-end" contract documents;
- Provide a Bid Schedule and Opinion of Probable Construction Cost;
- Support the County's construction contract solicitation process and assist with the issuance of addenda to answer technical questions from prospective bidders regarding the technical aspects of the work;
- Coordinate the distribution of construction contract documents to prospective bidders, if required;
- Participate in a pre-bid conference;
- Participate in a proposal evaluation committee for proposals evaluation and assist the County with checking contractor's references; and
- Furnish a written recommendation to the County upon completion of the proposal evaluation.

Budget

We will conduct this scope of services on a time and materials basis for an amount not to exceed \$775,048.20 as detailed in the attached cost proposal.

Submitted by:



Michael Trudnak
Senior Coastal Engineer
INTERA Incorporated

**Schedule
for
Porpoise Point Shoreline Stabilization Phase 1
Design, Permitting, and Bidding Assistance Services**

Deliverable	Anticipated Submittal Date from NTP
Data Collection Plan (Task 1)	45 days
Existing beach sand laboratory testing results (Task 2)	90 days
Preliminary design report (Task 3)	6 months
FDEP and USACE permit applications (Task 4)	6 months
Executed FDEP Joint Coastal Permit (Task 4)	24 months
Executed Department of the Army Permit (Task 4)	24 months ¹
Erosion Control Line public workshop presentation and MHW line survey (Task 5)	24 months ²
Construction documents (Task 6)	24 months ³
Public workshop #1 presentations and meeting minutes (Task 7)	4 months
Public workshop #2 presentations and meeting minutes (Task 7)	7 months
Public workshop #3 presentations and meeting minutes (Task 7)	12 months
Weekly project updates (Task 8)	Weekly
Project database and GIS package (Task 9)	26 months ⁴
Written recommendation regarding contractor selection (Task 10)	26 months

¹No rules govern USACE to issue RAIs or permits within any certain timeframe. The schedule assumes USACE will issue the permit within 18 months of receiving the application; however, USACE may take more time.

²INTERA-GEC will begin the Erosion Control Line process while awaiting the state and federal permits and within two years of the anticipated construction commencement date.

³To expedite the schedule, INTERA-GEC will commence preparation of construction documents while awaiting the state and federal permits. We anticipate completing the documents after receipt and review of the draft Department of the Army permit (i.e., once receiving confirmation of the permit conditions), while USACE is in the process of executing the final permit.

⁴INTERA-GEC will finalize the database at the completion of bidding.

RFQ 1783 Porpoise Point Shoreline Stabilization

EXHIBIT B

INTERA-GEC, LLC

Cost Proposal by Task

Porpoise Point Shoreline Stabilization Phase 1 — Design, Permitting, and Bidding Assistance Services

TASK 1: Assessment of Existing Information and Gaps Identification

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	56.0	195.58	10,952.48	
Total Man-hours	56.0			
Labor Cost				10,952.48
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract Humiston & Moore Engineers	1.00	28,541.00	28,541.00	
mileage (round trip from Neptune Beach)	80.00	0.45	35.60	
Total Non-Labor Cost				28,576.60
Total Task 1				\$ 39,529.08

TASK 2: New Data Collection

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	58.0	195.58	11,343.64	
Total Man-hours	58.0			
Labor Cost				11,343.64
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
sand sample laboratory testing	9.0	131.1	1,180.1	
mileage (round trip from Neptune Beach)	80.0	0.4	35.6	
potential field data collection required by FDEP and/or USACE	1.0	100,000.0	100,000.0	
Total Non-Labor Cost				101,215.68
Total Task 2				\$ 112,559.32

TASK 3: Permit-Level Design

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	146.0	195.58	28,554.68	
Total Man-hours	146.0			
Labor Cost				28,554.68
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract Humiston & Moore Engineers (modeling and project design)	1.0	128,337.0	128,337.0	
Total Non-Labor Cost				128,337.00
Total Task 3				\$ 156,891.68

TASK4: Permitting

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	214.0	195.58	41,854.12	
Project Engineer	100.0	153.44	15,344.00	
Total Man-hours	314.0			
Labor Cost				57,198.12
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract Coastal Conservation Group (environmental support)	1.0	10,000.0	10,000.0	
subcontract CMar (environmental assessment support)	1.0	9,700.0	9,700.0	
subcontract Humiston & Moore Engineers (permitting services)	1.0	162,497.0	162,497.0	
mileage (round trip from Neptune Beach)	80.0	0.4	35.6	
Total Non-Labor Cost				182,232.60

INTERA-GEC, LLC
 Cost Proposal by Task
 Porpoise Point Shoreline Stabilization Phase 1 — Design, Permitting, and Bidding Assistance Services

<i>Total Task4</i>	\$ 239,430.72
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TASK 5: Erosion Control Line and MHW Boundary Line

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	64.0	195.58	12,517.12	
Total Man-hours	64.0			
Labor Cost				12,517.12
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract Arc Surveying & Mapping (MHW boundary line survey)	1.0	12,755.0	12,755.0	
subcontract Humiston & Moore Engineers	1.0	7,057.0	7,057.0	
mileage (round trip from Neptune Beach)	80.0	0.4	35.6	
Total Non-Labor Cost				19,847.60
<i>Total Task 5</i>				\$ 32,364.72

TASK 6: Preparation of Construction Documents

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	144.0	195.58	28,163.52	
Total Man-hours	144.0			
Labor Cost				28,163.52
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract Arc Surveying & Mapping (topography/bathymetry survey)	1.0	17,880.0	17,880.0	
subcontract Humiston & Moore Engineers (document preparation)	1.0	47,733.0	47,733.0	
Total Non-Labor Cost				65,613.00
<i>Total Task 6</i>				\$ 93,776.52

TASK 7: Community Engagement

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	70.0	195.58	13,690.60	
Total Man-hours	70.0			
Labor Cost				13,690.60
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract Humiston & Moore Engineers	1.0	11,812.0	11,812.0	
mileage (3 round-trips from Neptune Beach)	240.0	0.4	106.8	
mileage (2 round-trips from Gainesville)	320.0	0.4	142.4	
Total Non-Labor Cost				12,061.20
<i>Total Task 7</i>				\$ 25,751.80

TASK 8: Project Management and County Coordination

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	208.0	195.58	40,680.64	
Total Man-hours	208.0			
Labor Cost				40,680.64
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract Humiston & Moore Engineers	1.0	8,896.0	8,896.0	

INTERA-GEC, LLC
Cost Proposal by Task
Porpoise Point Shoreline Stabilization Phase 1 — Design, Permitting, and Bidding Assistance Services

Total Non-Labor Cost 8,896.00

Total Task 8 \$ 49,576.64

TASK 9: Project Database

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	16.0	195.58	3,129.28	
Total Man-hours		16.0		
Labor Cost				<u>3,129.28</u>
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
subcontract CMar (project database)	1.0	12,615.0	12,615.0	
Total Non-Labor Cost				<u>12,615.00</u>
<i>Total Task 9</i>				<u>\$ 15,744.28</u>

TASK 10: Bidding Assistance

<i>Labor</i>	Hours	Billing Rate (\$/hr)	Cost (\$)	Task Totals
Senior Engineer	48.0	195.58	9,387.84	
Total Man-hours		48.0		
Labor Cost				<u>9,387.84</u>
<i>Non-Labor</i>	Units	Unit Cost (\$)	Cost (\$)	
mileage (R/T from Neptune Beach)	80.0	0.4	35.6	
Total Non-Labor Cost				<u>35.60</u>
<i>Total Task 10</i>				<u>\$ 9,423.44</u>

Project Total \$ 775,048.20



**HUMISTON
& MOORE
ENGINEERS**

COASTAL
ENGINEERING DESIGN
AND PERMITTING

5679 STRAND COURT
NAPLES, FLORIDA 34110
FAX: 239 594 2025
PHONE: 239 594 2021

July 8, 2024

Mike Trudnak PE.
Senior Coastal Engineer
INTERA Incorporated
446 3rd Street, Suite 7, Neptune Beach, Florida 32266

RE: Proposal for Professional Services
Porpoise Point Shoreline Stabilization Phase 1 — Design and Permitting Services
St John County RFQ No. 1783
HM File No. 34-023

Dear Mike,

Humiston & Moore Engineers is pleased to be part of INTERA’s team for the referenced project. This proposal for coastal engineering services is provided pursuant to your request for the Phase 1 — Design and Permitting Services of this project. The following list provide the scope of work and corresponding costs for each task on a lumpsum basis:

Tasks	H&M Costs	Subtotal by Task
Assessment of Existing Information & Gaps Identification		
1.1 Compile and analyze existing data, DEP, USACE, Monitoring Data, Aerials	<u>28,541.00</u>	<u>28,541.00</u>
2 - New Data Collection		
2.1 Coordinate new data collection	<u>0.00</u>	<u>0.00</u>
3 - Permit level Design		
3.1 Regional, local modeling, County, DEP & USACE Preliminary Coordination and Alternatives Analysis	79,103.00	
3.2 Design Report, Preliminary Design	<u>49,234.00</u>	<u>128,337.00</u>
4 - State and Federal Permitting Support		
4.1 Pre-application meetings	12,485.00	
4.2 Prepare JCP Support Documents: Plans, tech reports	37,686.00	
4.3 Prepare USACE Support Documents: Plans, tech reports, PN,	33,000.00	
4.4 Support DEP JCP Processing, RAI Response, File Completeness Determination	40,033.00	
4.5 Support Federal Permitting - USACE Engineering staff, Decision Document (EA)	<u>39,293.00</u>	<u>162,497.00</u>

Tasks (continued)	H&M Costs	Subtotal by Task
5 - Erosion Control Line and MHW Boundary Line		
5.1 Assist in establishment of MHW Boundary or ECL and public workshop	7,057.00	<u>7,057.00</u>
6 - Bid and Construction Phase		
6.1 Final Design, Construction Drawings 90% and Preliminary Opinion of Probable Costs	27,271.00	
6.2 Technical Specifications, Bid Schedule	<u>20,462.00</u>	<u>47,733.00</u>
7 - Community Engagement		
7.1 Assist in Development of Presentation	3,218.00	
7.2 Attend two workshops	<u>8,594.00</u>	<u>11,812.00</u>
8 - County Coordination		
8.1 Support for weekly coordination with County 2-yrs	<u>8,896.00</u>	<u>8,896.00</u>
Total	<u>394,873.00</u>	<u>394,873.00</u>

Engineering services as referenced for each task will be billed monthly on a time and materials basis in accordance with the attached fee schedule and general conditions dated January 1, 2024. Following completion of these tasks, should there be additional services requested, such services will be provided as Additional Services on a time and materials basis.

Should you find this letter of agreement acceptable, please indicate so by signing below and returning one copy to our office. Should you have any questions regarding this letter of agreement, please give me a call.

Sincerely yours,

HUMISTON & MOORE ENGINEERS



Mohamed Dabees, Ph.D., P.E. BC. CE.

Proposal Accepted By;

Authorized Signature

Date



CMAR CONSULTING, LLC
Environmental & GIS Services

July 1, 2024

Mark Trudnak
Senior Coastal Engineer
INTERA Incorporated
446 3rd Street, Suite 7
Neptune Beach, FL 32266

RE: GIS and Environmental Services for the Porpoise Point Shoreline Stabilization design, permitting, and construction administration

Dear Mr. Trudnak

This scope includes time to provide GIS and environmental permitting services for the Porpoise Point Shoreline Stabilization project during the design, permitting, and construction administration phases. Specifically, this scope addresses creation of a project database (documents and spatial data); assistance during the permitting phase and development of a community engagement Web application to inform the public during the project construction phases (beach and dune nourishment and structures).

CMAR thanks you for the opportunity to work with INTERA Incorporated and St. Johns County. Please contact me at 904-993-4806 or via email at: alexandra@cmarconsulting.com if you have any questions regarding this submittal.

Best Regards,

Alexandra Carvalho, Ph.D., GISP



CMAR CONSULTING, LLC
Environmental & GIS Services

SCOPE OF SERVICES

This proposal includes time to provide GIS and environmental permitting services for the Porpoise Point Shoreline Stabilization project during the design, permitting, and construction administration phases. Specifically, this scope addresses creation of a project database (documents and spatial data); assistance during the permitting phase and development of a community engagement Web application to inform the public during the project construction phases (beach and dune nourishment and structures).

The proposal assumes two project phases: (1) design and permitting, occurring during 2024 and through 2025 and (2) construction administration, to be completed in 2026. The scope and cost structure reflects this assumption.

START PHASE 1 SCOPE OF SERVICES

Task 1 – Porpoise Point Shoreline Stabilization Project Database - Baseline

This task includes 120 hours to create a project database for the Porpoise Point Shoreline Stabilization Project. This scope considers including project historical data as described in St. Johns County documentation provided in RFQ NO. 1783. The scope includes creating databases schemas, integrating data, creating metadata. Specifically, CMAR proposes to consolidate reports and spatial data (available in digital format) such as: hydrographic surveys, historical resource surveys, biological resources, geotechnical information, regulatory information, physical boundaries of channels, existing structures, borrow areas and dredge area boundaries, relevant historical imagery, and georeferenced drone photography. The final baseline dataset will depend on the availability of georeferenced digital data for the area.

CMAR will provide INTERA and St Johns County with database and a GIS package that includes organized project documents, a coastal geodatabase with spatial data and feature layers symbolized in a ArcPro project. Links to the non-spatial data will be included in the ArcPro project. Task 4 provides time to update the databases with project data produced during the construction and immediate post construction phase (2026).

Deliverable: Project baseline databases

Schedule: NTP to December 2025

Cost: \$12,615.00

Task 2 – Environmental Permitting Support

This task includes 8 hours of agency coordination and 72 hours for environmental documentation preparation support during the design and permitting phase.

Deliverable: Agency coordination and environmental document preparation.

Schedule: NTP to December 2025

Cost: \$9,700.00

Total Cost Phase 1: \$22,315.00

END PHASE 1 SCOPE OF SERVICES



CMAR CONSULTING, LLC
Environmental & GIS Services

START PHASE 2 SCOPE OF SERVICES

Task 3 – 2026 Community Engagement Web Map Tool - Construction Phases

This task includes 90 hours to create an AGOL web map tool with field data updates no more than twice a week for 9 months (assumed construction phase duration). The web map tool will be hosted in the CMAR AGOL site, and available to the public through the County website. The web map tool provides the project team, the County, and the public, with construction information. Specifically, the web map includes construction data, public beach accesses closure schedules, equipment location (i.e., dredge, pipelines); work areas, completed sections (sand placement and vegetation planting); any other pertinent information needed to be conveyed to the public (i.e., planned schedule).

This scope assumes the web map tool to be active during the dune and beach nourishment phases, and during the construction of the final permitted structures. This field operations data shall be provided daily or weekly to CMAR, during the construction phase, by a designated INTERA Team member. Upon completion, this information will be integrated in the final project database (Task 4). Including the datasets from this tool will facilitate the establishment of a construction phase timeline for future reference.

Deliverable: Web map/application updated daily during construction.

Schedule: 2026 During Construction

Cost: \$10,580.00

Task 4 – Porpoise Point Shoreline Stabilization Project Database – Immediate Post Construction

This task includes 80 hours to update the Porpoise Point Shoreline Stabilization Project databases described in Task 1. Data will be provided to CMAR by INTERA and St Johns County and will be integrated in the databases as it becomes available. This update includes updating databases schemas, integrating final permitted templates and structures, construction data (Task 3), immediate post construction data, and creating metadata for the consolidated datasets.

CMAR will provide INTERA and St Johns County with database and a GIS package that includes organized project documents, a coastal geodatabase with spatial data and feature layers symbolized in a ArcPro project. Links to the non-spatial data will be included in the ArcPro project.

Deliverable: Final project databases

Schedule: December 2026 or at project completion

Cost: \$9,190.00

Total Cost Phase 2: \$19,770.00

END PHASE 2 SCOPE OF SERVICES

END SCOPE OF SERVICES

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE, JACKSONVILLE, FL 32210

PHONE (904) 384-8377 FAX (904) 384-8388

WWW.ARCSURVEYORS.COM



June 27, 2024

Mike Trudnak, P.E.
INTERA Inc.
446 3rd Street, Suite 7
Neptune Beach, FL 32266

Re: Porpoise Point Topographic and Hydrographic Survey
St. Johns County, FL

Mr. Trudnak:

As requested, Arc Surveying and Mapping, Inc. (Arc) is providing a proposal for performing surveying and mapping services consisting of Topographic S and Hydrographic survey of a portion of Porpoise Point and the adjacent St Augustine Entrance Channel.

1. **General Scope:** Arc will provide all equipment and labor resources necessary to research, locate and or establish the site control, acquire topographic and hydrographic data within the limits of the existing site as provided, and provide the results of the survey in a digital CADD format as well as a signed and seal survey map.
2. **Task:**
 - a. Establish/Verify Site Control.
 - b. Topographic Survey of site to include cross sections at 500 foot intervals, as well as the historic beach monitoring profiles R-122, R-122A, R-122B and R-122C.
 - c. Hydrographic Survey within survey limits to include the St Augustine Entrance Channel with coverage of bank to bank.
 - d. A MHW Line Survey will be performed in accordance with the specifications and approval of the Florida Department of Environmental Protection, Bureau of Surveying and Mapping. On completion of the survey, a MHW procedural approval and the completed survey will be submitted to the Division of State Lands, Bureau of Surveying & Mapping, "Mean High Water Section" for final acceptance. The MHWL survey will be utilized for the establishment of the Erosion Control Line.
 - e.
3. **Horizontal Coordinate System and Vertical Datum:** Arc shall confirm and utilize as the horizontal datum the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Arc shall confirm and utilize as the vertical datum the National American Vertical Datum of 1988 (NAVD88).
4. **Fee Schedule:**
 - a. Task A, B and C: \$17,880
 - b. Tack D: 12,755
5. **Schedule of Deliverables:**
 - a. ASCII files containing raw x, y, and z data points derived from topographic and hydrographic survey.
 - b. Digital Terrain Surface (DTM) with contours in XML format.
 - c. Set of approved Mean High Water maps to be incorporated as the official Erosion Control Line Survey.
 - d. Associated digital mapping products.

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

Sincerely,
Arc Surveying and Mapping
Richard J Sawyer
Richard J. Sawyer, PSM, CH
Vice President



Coastal Conservation Group, LLC

June 28th, 2024

Mike Trudnak
Senior Coastal Engineer
INTERA Incorporated

RE: Porpoise Point Shoreline Stabilization Permitting Phase Proposal

Dear Mr. Trudnak,

We are pleased to provide the following proposal for the permitting phase of the St. Johns County Porpoise Point Shoreline Stabilization project.

Item 1: Compile coastal endangered species historical inventory and other environmentally related information to characterize the site and any potential environmental effects of the proposed design.

- Sea turtle nesting data
- Migratory shore/sea bird nesting data
- Other species inventory
- HCP/Beach related management language

Environmental Lead = 50 hours @150.00/hour = \$7,500

Environmental Assistant = 25 hours @100.00/hour = \$2,500

Grand Total: \$10,000

Please contact me if you have any questions.

Sincerely,

Tara Dodson

Tara Dodson
Coastal Conservation Group, LLC
Project Manager | Lead Biologist
MBA Environmental Compliance

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

ATTACHMENT C

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____ ("Respondent") hereby swears or affirms as follows:

- 1. The principal business address of Respondent is: _____
2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by Affiant, who is [] personally known to me or [] has produced _____ as identification.

Notary Public

My Commission Expires

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

**ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Respondent must have no Active Exclusions listed in www.SAM.gov.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF RESPONDENT: _____

DATE: _____

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

**ATTACHMENT E
BYRD ANTI-LOBBYING COMPLIANCE AND 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 Current as of 9-26-16 11 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 Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF RESPONDENT: _____

DATE: _____

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

**ATTACHMENT F
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Respondent receiving a contract or award resulting from this Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to this Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

DATED this _____ day of _____, 20__.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20__, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

**ATTACHMENT G
EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Consultant shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest ("Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant 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.
- (5) The Consultant 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.
- (6) In the event of the Consultant'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 Consultant 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.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 sub-Consultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20__, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

Exhibit "A"

Agreement Number: D1499

STATE-FUNDED LAP GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and St. John's County, Florida (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Berenice Hernandez Avila
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4206

Email: Berenice.Hernandez@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Joseph Giammanco
100 EOC DR
St. Augustine, FL 32092
Telephone: 904-824-5550
Email: jgiammanco@sjcfl.us

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on March 31, 2026 unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

- a. This is a one-time grant Agreement, subject to the availability of legislatively appropriated funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will grant funds to the Recipient only for allowable costs that will be incurred by the Recipient in the successful completion of each deliverable or for loss of revenue.
- d. The Division will review any request for grant funding by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- g. All funds shall be placed in an interest-bearing account and the interest shall be returned to the Division quarterly until the completion of all deliverables. The interest shall be returned to the Division's General Revenue Fund.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed

under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments or FEMA Public Assistance funds until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall obtain engineering inspection reports for any new construction or installation. The Recipient shall furnish the reports to the Division within fifteen (15) days of receipt of the completed report.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make

payments or partial payments, if applicable, after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Proposed Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Foreign Country of Concern Affidavit

(19) PAYMENTS

a. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

b. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), Florida Statutes, the Division may issue payment of submitted invoices for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. The Recipient may elect in writing to exercise this provision as long as the Recipient is a county or municipality which is a rural community or rural area of opportunity, as defined in section 288.0656(2), Florida Statutes, and demonstrates financial hardship. A county or municipality located within a financially constrained county, as defined in section 288.67(1), Florida Statutes, is deemed to have demonstrated a financial hardship for the purposes of this provision.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of completion of the last deliverable.

(20) REPAYMENTS

All refunds, repayments, or interest due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment E) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Use of grant funds for travel is not authorized.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations that will be incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. The Recipient shall attest in Attachment F of this agreement, it is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern pursuant to Section 287.138, Florida Statutes.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked

work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

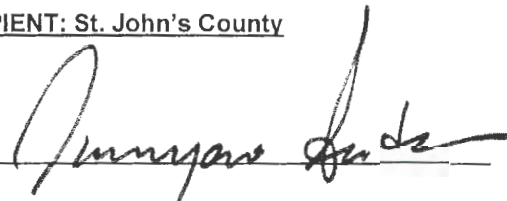
The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

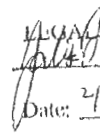
RECIPIENT: St. John's County

By: 

Name and Title: Jay Andrews, County Administrator

Date: 9/9/24

FID# _____

 FULLY SUFFICIENT
Name: _____
Date: 2/14/24

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:  Ian Guidicelli

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief, as Authorized Representative.**

Date: 3/5/2024

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO S SB 2500 (2023), ITEM 2676A:

State Project -

State awarding agency Florida Division of Emergency Management

Amount of State Funding: \$350,000,000

2676A LUMP SUM
HURRICANE RECOVERY GRANT PROGRAM
FROM GENERAL REVENUE FUND 350,000,000

Funds in Specific Appropriation 2676A are provided for hurricane repair and recovery related to projects within counties designated in the Federal Emergency Management Agency disaster declarations for Hurricanes Ian and Nicole. The Executive Office of the Governor, Division of Emergency Management is authorized to request budget amendments up to \$350,000,000 requesting release of funds pursuant to chapter 216, Florida Statutes, to provide resources to fund gaps in: mitigation of local and county revenue losses and operating deficits; infrastructure repair and replacement, including road, sewer, and water facilities; beach renourishment; and debris removal. The division is authorized to approve requests for resources by local governments, independent special districts, and school boards, including charter schools. A local government may submit a request for resources to administer infrastructure repair or beach renourishment grants within the jurisdiction of the local government, provided that the grant program requires matching funds by grantees of at least 50 percent of project costs. Requests for the release of funds shall include certification that includes, but is not limited to:

1. That funding requested by the local government, independent special district, and school board, including a charter school, is necessary to maintain services or infrastructure essential to support health, safety, and welfare functions, and to reimburse the local government, independent special district, school board, or charter school for unanticipated expenses related to responding to Hurricane Ian or Nicole or for the loss of revenues related to the impact of Hurricane Ian or Nicole.
2. That insufficient state funds, federal funds, private funds, or insurance proceeds are available and that should sufficient funds subsequently become available to meet the need of the original budget amendment, the local government or entity has agreed to reimburse the state in the amount of such funds subsequently received.

The division shall coordinate with other state agencies and the local government or entity to ensure there is no duplication of benefits between these funds and other funding sources such as insurance proceeds and any other federal or state programs, including Public Assistance requests to the Federal Emergency Management Agency and Community Development Block Grant Disaster Recovery grants. Requests approved by the division for funding that are for projects ineligible for any other funding sources, whether federal or state programs, may be provided as grants. Requests approved by the division for funding that are for projects that are eligible for other funding sources shall be provided as loans which shall be repaid up to the amount of funds subsequently received. Any funds reimbursed to the state shall be deposited in the General Revenue Fund.

ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure Amount
Stabilization of Porpoise Point	\$2,000,000.00
Legislative Appropriation Funds	\$2,000,000.00
Total Expenditures	\$2,000,000.00

II. BACKGROUND

As documented by the Hurricane Ian and Nicole Grant Recovery Program, \$350 million dollars were appropriated to help local governments mitigate local and county revenue losses and operating deficits; make infrastructure repairs and replacements including road and sewer and water facilities; conduct beach nourishment; and complete debris removal. Funding can be requested by local governments, independent special districts, and school boards, including charter schools.

Porpoise Point in St. John's County has suffered periods of sudden erosion damage due to Hurricane Nicole. The erosion is causing the exposure of residential building foundations and underground public utilities. There is a need to reduce coastal storm damage and to develop a solution to protect this area from future storm events and prevent further erosion. St. John's County is awarded a one-time payment of \$2,000,000 to be utilized for the Stabilization of Porpoise Point.

Below are the project(s) that will be funded under this funding agreement:

Stabilization of Porpoise Point:

The Beach at Porpoise Point has experienced periods of sudden erosion, endangering the waterfront properties, flooding the right of ways, and reducing or eliminating recreational space. This project will construct a hard armor structure to help trap the sand on the shoreline and prevent further erosion. Additionally, the structure will reduce the wave impact on the shoreline.

III. SCOPE OF WORK

- A. Funds have been allocated to the Recipient for the Stabilization of Porpoise Point, as listed above.
- B. Eligible costs include necessary permits, inspections, and engineering reports including easements and design costs.

- C. The project's measurable outcomes are bid-ready design documents, permits, inspections, easements, and engineering reports for the Stabilization of Porpoise Point.
- D. The Recipient shall provide an initial timeline. Table SW-1, "Initial Timeline and Estimated Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. TASK PRODUCTS

- A. Per Scope-of-Work Item III.D, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity. Table SW-1 may be used to meet this deliverable.
- B. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews, inspections, engineering reports, easements, and permits.
- C. The Recipient shall provide the Division with the procurement documents, if the Recipient went out to bid for the projects listed and receipts for all purchases.
- D. The Recipient shall provide one bid-ready set of site work drawings and specifications for review by the Division. The site work documents shall be signed by the applicable registered or licensed design professional(s) of record.

V. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Withhold further funding; or,
- 4. Take other remedies that may be legally available.

VI. SCHEDULE OF WORK

- A. No later than 30 days after the agreement's execution date, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- B. By April 30, 2024, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for work accomplished in accordance with the Division approved cost allocation table referenced in Task Product IV.A.

- C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through D for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- D. By March 31, 2026, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Allocation Schedule			
Project Name(s): Stabilization of Porpoise Point			
PROJECT PHASE	Start Date	End Date	LAP Funds (FY 2023-2024)
Board Contract Approval			
Architectural & Engineering Services Firm Selection			
Site Survey and Soil Testing			
Spatial Needs Assessment			
Preliminary Design, 100% complete			
Permits			
Regulatory Review			
Bid Document(s) Development & Award			
Notice to Proceed/Mobilization			
Construction Project Management & Special Inspections			
Construction 25% Complete			
Construction 50% Complete			
Construction 100% Complete			
Sub-Totals		\$2,000,000	
TOTAL Estimated Project Cost			

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year

Attachment B
Program Statutes and Regulations

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475, Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection
SB 2500 (2023), ITEM 2676A	Requirements for Hurricane Recovery Grant Program

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtml
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (1) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-l, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect

a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.

- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"¹ from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."² Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"³ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Recipient, I hereby attest that the company identified below in the section entitled "Recipient" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Recipient Name: _____
Recipient FEIN: _____
Recipient's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

¹ As defined in Section 287.138 (1)(d), Florida Statutes.

² As defined in Section 287.138 (1)(c), Florida Statutes.

³ As defined in Section 287.138 (1)(a), Florida Statutes.

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

Appendix II to Part 200, Title 2 (July 19, 2024)

Title 2 – Grants and Agreements

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

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards

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

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

Authority: 31 U.S.C. 503

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

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

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

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

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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



NOTICE OF INTENT TO AWARD

June 4, 2024

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

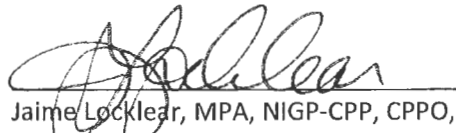
St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Intera-GEC, LLC, as the highest ranked firm, based upon evaluation of submitted Qualifications and subsequent presentations under RFQ NO. 1783 Porpoise Point Shoreline Stabilization

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Sherrie Ashby, Procurement Coordinator, via email at sashby@sjcfl.us or phone at 904-209-0151.

St. Johns County, FL
Board of County Commissioners
Purchasing Department



Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB
Director, Purchasing & Contracts
jlocklear@sjcfl.us
(904) 209-0158 - Direct

Date: 6/5/2024

Purchasing Division
500 San Sebastian View, St. Augustine, FL 32084
904.209.0150 | sjcfl.us



**EVALUATION SUMMARY SHEET
ST. JOHNS COUNTY, FLORIDA**

Date: May 14, 2024

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

FIRM	Stephen Hammond Column1	Damon Douglas Column2	Sloane Stephens Column3	Sara Perez Column5	Morgan Hughes Column4	Ashley Raybould Column6	TOTAL	RANK	Comments
Intera-GEC, LLC	93	89.0	85.0	100.0	86.0	85	538.0	1	
South Coast Engineers, LLC	72	62.0	60.0	80.0	80.0	76	430.0	2	

APPROVED: Joseph Giammanco, Director, Emerg Mgmt/Dstr Rcvy _____

APPROVED: Jaime Locklear, Director, SJC Purchasing _____

Posted to Demandstar: _____

[Handwritten signatures and date 6/5/2024]

NOTE:
THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY ACTUAL BIDDER, PROPOSER, OR SUPPLIER WHO IS AGGRIEVED IN CONNECTION WITH THE NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST TO THE DIRECTOR OF PURCHASING AND CONTRACTS AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.

RFQ NO. 1783 Porpoise Point Shoreline Stabilization

COVER PAGE

SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

PURCHASING DIVISION
ST. JOHNS COUNTY, FL
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF RESPONDENT: INTERA-GEC, LLC

MAILING ADDRESS: 2114 NW 40th Terrace, Gainesville, FL 32605

POINT OF CONTACT NAME & TITLE: Michael Trudnak, Senior Coastal Engineer

POC EMAIL ADDRESS: mtrudnak@intera.com

POC PHONE NUMBER: 904-440-4697

DATE OF SUBMITTAL: 4/25/2024

April 25, 2024

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

RE: SOQ for Porpoise Point Shoreline Stabilization (Response to RFQ No. 1783)

Dear Ms. Ashby and Members of the Evaluation Committee,

INTERA-GEC, LLC (INTERA-GEC) is pleased to submit this Statement of Qualifications (SOQ) in response to St. Johns County's (County) Request for Qualifications (RFQ) for Porpoise Point Shoreline Stabilization. This SOQ will demonstrate that our team's capabilities and experience align directly with the services the County seeks. As per the RFQ instructions, please find the information requested about us, INTERA-GEC, LLC.

Full Legal Company Name and Type: INTERA-GEC, LLC is a limited liability company formed in the state of Texas. It is authorized to transact business in the state of Florida.

Physical and Mailing Addresses: 446 3rd Street, Suite 7, Neptune Beach, FL 32266.

Other Locations, Which May Perform Services: 2114 NW 40th Terrace, Suite A1, Gainesville, FL 32605; 8282 Goodwood Boulevard, Baton Rouge, LA 70806; and 2201 Dupont Drive, Suite 830, Irvine, CA 92612.

Primary Company Point of Contact Information: Michael Trudnak, PE; (904) 440-4697 (Mobile); mtrudnak@intera.com.

Secondary Point of Contact Information: Michael Krecic, PE; (904) 401-9573 (Mobile); mkrecic@intera.com.

Names and Titles of Principals, Partners, or Owners: A. Marsh Lavenue, PhD, Member; John Bradberry, Member; Mark Gosselin, PhD, PE, Manager; Charles "Tem" Fontaine, PE, Manager; Bonnie Melham, Authorized Representative; Eric Markland, Authorized Representative.

Brief Statement of Company History: INTERA-GEC, LLC is a joint venture between INTERA and GEC — established in August 2020. INTERA maintains a 60% ownership and GEC a 40% ownership in the company. Established in 1974, INTERA has developed an international reputation as a multidisciplinary geosciences and engineering firm focused on support to develop, manage, and protect coastal, water, and environmental resources. GEC, established in 1986 as a small engineering consulting firm in Baton Rouge, Louisiana, has grown into a firm of national prominence. It specializes in, among other services, coastal planning and engineering, water resources, and harbors and ports. INTERA is a 100% employee-owned Texas corporation and GEC is a privately held corporation owned by Cary Goss. As an unpopulated LLC, INTERA-GEC does not have any full-time, permanent employees. Instead, the company "borrows" staff from INTERA and GEC to execute project work. INTERA and GEC currently have nearly 400 (INTERA – 237, GEC – 140) engineers, scientists, and support staff.

Brief Description of Business Philosophy: While many companies also offer technically sound solutions, we believe a company's technical experience and communication skills only comprise part of the equation to delivering successful solutions to our clients. Other important components include the ability of the company to deliver its technical solutions in a manner that meets projects' budgets and schedules. We accomplish this through the following core service philosophy. INTERA and GEC pride ourselves on addressing our clients' needs as if they were our own. **We treat all clients as partners. We**

bring to all projects the insights and expertise we have gained from our work on thousands of projects—and a promise to do our best work on each client’s behalf. Our service philosophy is based on working with clients, rather than just for clients, and to keep the client’s interests in mind, ask for the client’s input, keep our word, make our client’s life easier, and provide honest, technically sound, and timely answers. While clients retain our services for a variety of reasons (e.g., to provide expertise not available through in-house resources), our approach to providing consulting services is based on our client having the final authority. We will deliver a project that meets, if not exceeds, the County’s goals. **We are cost conscious** and only do the work necessary to achieve project objectives. As part of our approach to addressing our customers’ needs as if they were our own, we treat our customer’s money identically. While we endeavor to stay at the cutting edge of technology through our research work, INTERA-GEC fully understands that work assigned under this contract is not a research project.

Brief Statement Regarding the Respondent’s Interest in this Project: A corporate strategic plan governs our business focus and direction. As part of that plan, INTERA-GEC is actively pursuing clients in specific northeast Florida counties (Volusia, Flagler, St. Johns, and Duval) to provide professional services related to inlet management and beach restoration/nourishment. INTERA is actively engaged in related coastal engineering and environmental work throughout Florida and the southeastern U.S.; GEC is actively engaged in related coastal engineering and environmental work primarily from Florida to Texas and in California. This RFQ for South Ponte Vedra Beach Dune Restoration aligns with INTERA-GEC’s experience, expertise, and business goals. The following supports our selection for this RFQ.

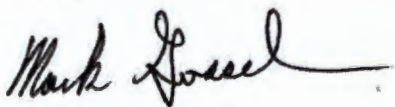
INTERA-GEC has put together a strong team that brings the County the expertise and resources needed to deliver a successful project. The following subcontractors will support INTERA-GEC:

- Arc Surveying & Mapping, Inc. (topographic and bathymetric surveying)
- Coastal Conservation Group, LLC (environmental monitoring)
- CMar Consulting, LLC (environmental assessment and community engagement support)
- Gulfstream Design Group, LLC (construction phase services support)
- Humiston & Moore Engineers (erosion control structures — groins, spur jetties, and breakwaters — design and permitting support)

INTERA-GEC brings much local experience to this work. For example, INTERA’s Michael Trudnak and Michael Krecic have over 40 years of combined experience addressing St. Johns County’s entire coastline, including Porpoise Point and St. Augustine Inlet, working for a variety of stakeholders including St. Johns County; Florida Department of Environmental Protection; Florida Department of Transportation; Florida Inland Navigation District; St. Augustine Port, Waterway, and Beach District; and U.S. Army Corps of Engineers. Additionally, Humiston & Moore Engineers is one of the industry leaders in designing, permitting, and monitoring construction and performance of erosion control structures in Florida. As this SOQ will demonstrate, the INTERA-GEC team provides the County with unmatched local knowledge and erosion control structures expertise.

Should you have any questions regarding our SOQ, or require any additional information, please contact me or our designated Project Manager, Michael Trudnak, at 904-440-4697 or mtrudnak@intera.com.

Sincerely,



Mark Gosselin, PhD, PE
Manager
INTERA-GEC, LLC

Section 2: Company & Team Qualifications

The INTERA-GEC Team provides all the services needed to make this project a success for the County. We believe the depth and breadth of our experience is unsurpassed by our competition and will provide significant time and cost savings and better long-term outcomes to the County on this challenging project. As mentioned in our cover letter, the INTERA-GEC Team consists of the Respondent (INTERA-GEC, LLC, a joint venture of INTERA Incorporated and G.E.C., Inc.) and the Subcontractors listed in **Table 2.1**. INTERA and GEC staff have long-time relationships with each of the proposed subcontractors.

Table 2.1 List of Sub-consultants

Subcontractor	Service Provided
Humiston & Moore Engineers	Erosion Control Structure Design and Permitting Support
Arc Surveying & Mapping, Inc.	Topographic and Hydrographic Surveying
CMAR Consulting, LLC	Environmental Assessment and Community Engagement (GIS Database and Web Services) Support
Coastal Conservation Group, LLC	Environmental Monitoring
Gulfstream Design Group, LLC	Construction Phase Services Support

For all tasks requiring INTERA-GEC to utilize a subcontractor, we will coordinate closely with the subcontractor to ensure he understands the project requirements, and we will perform a quality control check of the results. Should the results not meet our expectations, we will coordinate with the subcontractor to ensure he addresses any data deficiencies. While currently unforeseen, INTERA-GEC will provide, in consultation with the County, additional subcontractors (if needed) to meet other services not covered by the Team. We will manage all subcontractor work under this contract with an overriding principle — INTERA-GEC is responsible and accountable to the County for the management, quality, and timeliness of all work conducted by the subcontractor.

Minimum Qualifications

Responses to the five minimum qualifications, defined in Part IV, Section B of the RFQ follow.

Minimum Qualification 1. Must be a State of Florida licensed Engineering Firm, or Architect, or Landscape Architect. Consistent with providing services in coastal engineering, INTERA-GEC, as well as the two member companies (INTERA and GEC), are registered by the Florida Department of Business and Professional Regulation to offer and perform engineering services in the state of Florida. INTERA-GEC’s engineering registration number is 34334. INTERA’s registration number is 9062 and GEC’s is 27657. Screenshots of the registrations appear near the end of this section.

Minimum Qualification 2. Must have an active registration with the State of Florida, Department of State, Division of Corporations. INTERA-GEC is registered with the Department of State. A copy of its Sunbiz report appears near the end of this section.



Minimum Qualification 3. Must possess a current Local Business Tax Receipt for St. Johns County. INTERA-GEC is not a local business and therefore, does not possess a tax receipt for the County.

Minimum Qualification 4. Must be registered with www.SAM.gov with a status of “Active” and have no Active Exclusions cited. INTERA-GEC is registered with www.SAM.gov with a status of “Active”. A screenshot of the registration appears near the end of this section.

Minimum Qualification 5. Must have successfully completed, as the lead firm, a minimum of three (3) projects in the State of Florida in the last ten (10) years of similar size and scope to that described herein. Section 3 of this submittal documents that INTERA-GEC meets this requirement.

The following paragraphs present a brief overview of each of the firms that comprise the Team.

INTERA-GEC, LLC – Respondent



INTERA-GEC, LLC is a joint venture between INTERA Incorporated (INTERA) and G.E.C., Inc (GEC) — established in August 2020. INTERA maintains a 60% ownership and GEC a 40% ownership in the company. **Figure 2.1** shows the organization and ownership of INTERA-GEC, LLC. As an unpopulated LLC, INTERA-GEC does not have any full-time, permanent employees. Instead, the company “borrows” staff from INTERA and GEC to execute project work.

Combined, INTERA and GEC are very familiar with St. Johns County based on staff assisting the County with numerous coastal engineering projects beginning with the St. Augustine Inlet Management Plan in 1997. Since then, staff have provided support as key personnel (i.e., Project Manager, Lead Coastal Engineer, Engineer-of-Record) for various shore stabilization projects including multiple nourishments of the federal St. Johns County Shore Protection Project (St. Augustine Beach), 2011 Summer Haven FEMA Emergency Berm Restoration Project and other Summer Haven beach management actions, design and permitting of the 2022 South Ponte Vedra Beach Dune Restoration Project, and Reconnaissance Phase Sand Source Investigation for the Ponte Vedra Beach Restoration Project, among others.

Over the last two years, INTERA-GEC has supported the County on the following projects:

- Porpoise Point Access Ramp (2024-ongoing);
- South Ponte Vedra Park Dune Restoration Project (2023)
- Study of Summer Haven River and Surrounding Areas (2022-2023);
- Mickler’s Fishing Wharf structural evaluation (2022);
- Alpine Groves Park Shoreline Restoration (2022-ongoing); and
- Post-Construction Marine Turtle Monitoring for the South Ponte Vedra and Vilano Beach Coastal Storm Risk Management project and the County’s Federal Emergency Management Agency Category B project in Ponte Vedra Beach, South Ponte Vedra Beach, and Crescent Beach (2022).



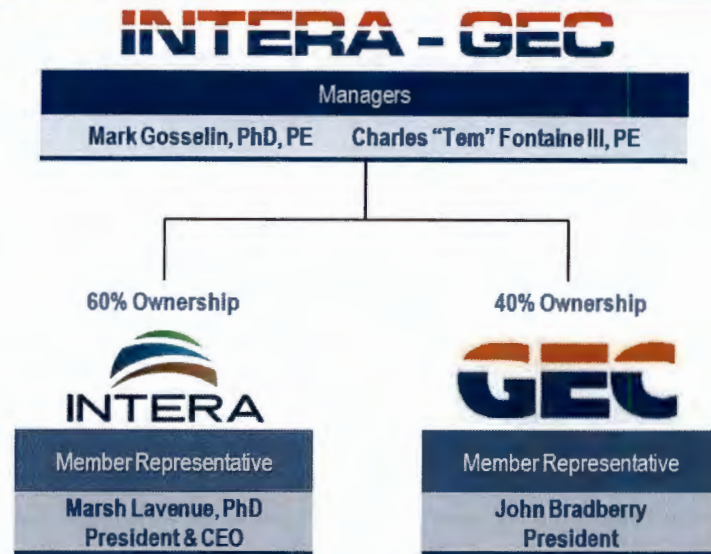


Figure 2.1 Organization and Ownership of INTERA-GEC, LLC

Our experience, further described in Section 3, includes successfully designing, permitting, and/or administering the bidding and construction of numerous shoreline stabilization/restoration projects in St. Johns County and throughout Florida, demonstrating our qualifications to successfully complete the present project.

The following paragraphs briefly describe the firms that comprise INTERA-GEC and the INTERA-GEC Team.

INTERA Incorporated



Established in 1974, INTERA has developed an international reputation as a multidisciplinary geosciences and engineering firm focused on support to develop, manage, and protect coastal, water, and environmental resources. A 100% employee-owned company, INTERA currently has over 200 engineers, scientists, and support staff, including eight Florida-based coastal engineers. INTERA’s core coastal engineering competencies and expertise include:

- For beach restoration, shoreline stabilization, and inlet management projects, performing site assessments; conducting feasibility studies including alternative analyses and benefit-cost evaluations; applying numerical models to design and assess effects of coastal structures; coordinating with environmental contractors, surveying and geotechnical consultants, and other needed disciplines; providing peer review services; leading environmental permit acquisition; preparing design plans and specifications; and seeing the project through construction and post-construction monitoring.
- Assessing sediment transport and associated geomorphology and identifying solutions to mitigate riverine and coastal erosion, as well as navigation channel sedimentation, and prepare inlet management plans.
- Predicting flood hazards associated with hurricanes and sea level rise as well as the probabilistic risk and uncertainties associated with the hazards.
- Identifying infrastructure vulnerability and developing design criteria such as scour depths and wave and current forces for hundreds of coastal structures along over 2,200 miles of shoreline in



Florida, Mississippi, Louisiana, Texas, Connecticut, New York, New Jersey, South Carolina, North Carolina, Washington, Puerto Rico, and Mexico.

- Developing visualization and statistical techniques to assess model calibration metrics and model performance both spatially and temporally.
- Assessing GIS needs and developing custom GIS and database software designed to manage, maintain, and analyze site-specific data under the Esri ArcGIS umbrella.
- Employing internal computing resources including our in-house, 10-node parallel computing cluster with two Intel Xeon E5-2630 v4 Ten-Core Broadwell processors per node to simulate waves and currents.

G.E.C., Inc.



Established in 1986, G.E.C. Inc. has grown into a firm offering comprehensive, multidisciplinary project planning, design, and implementation services for public and private clients nationwide. The diverse resources of the company include:

- Civil and Structural Engineering
- Coastal Engineering
- Construction Management
- Economic Analysis
- Electrical Engineering
- Environmental Ecological Sciences
- GIS Applications
- Multi-Modal Transportation and
- Numerical Modeling.

GEC has a staff of 140 professionals, including highly qualified coastal engineers, environmental and socioeconomic specialists, ecologists, biologists, planners, GIS staff, cartographers, structural engineers, mechanical engineers, electrical engineers, transportation planners, traffic engineers, highway design engineers, bridge design engineers, CADD technicians, surveyors and other professional support personnel.

Humiston & Moore Engineers – Subcontractor



Humiston & Moore Engineers (H&M), a coastal engineering firm founded in 1991 and located in Naples, FL, specializes in executing engineering projects within the dynamic coastal zone. It complements INTERA-GEC's international and Florida erosion control structures experience with extensive experience on these projects in Florida. For the past 30 years, H&M is one of the industry leaders in designing, permitting, and monitoring construction and performance of erosion control structures in Florida. As detailed in Section 3, H&M's experience includes:

- New St. Pete Pier (2016-2020)
- City of Naples Oyster Reef Project (2019)
- Doctors Pass Erosion Control Structures (2018)
- Apollo Beach Nature Park Preserve Erosion Control and Beach Fill Project (2015, 2016)
- Honeymoon Island Beach Restoration Project – Phases I & II (2015, 2018)
- Hideaway Beach Erosion Control Projects (1997, 2005, 2010)
- North Keewaydin Erosion Control – Phases I & II (2003, 2012)
- Norriego Point Erosion Control Project, East Pass, Okaloosa County (2004)
- Gordon Pass South Jetty Sand Tightening Project, City of Naples (2003)



- South Naples Erosion Control Project (2000)
- North Captiva Island Erosion Control (1998)
- Marco Island Segmented Breakwater (1996)

Arc Surveying & Mapping, Inc. – Subcontractor



Arc Surveying & Mapping, Inc. (Arc) is a Professional Surveying and Mapping, small business, operating since 1979. Headquartered in Jacksonville, FL, Arc services federal, local, and private entities throughout the United States, territory of Puerto Rico, U.S. Virgin Islands and Caribbean, as well as Central America in the specialized fields of hydrography, land surveying and remote sensing. Coastal surveying is one of Arc's specialties. Arc's coastal crews have conducted surveys to identify and quantify erosion, to design nourishment, and to monitor the condition of beaches throughout Florida, Georgia, North and South Carolina, and Alabama. Arc is a leader in the application of RTK (real-time-kinematic) GPS surveying, laser scanning, and UAV Lidar acquisition in coastal zones. This technology facilitates the collection of large amounts of high quality, topographic and hydrographic data in an environmentally friendly way.

CMar Consulting, LLC – Subcontractor



CMAR CONSULTING, LLC
Environmental & GIS Services

Established in March 2011 by Dr. Alexandra Carvalho, a Certified Geographic Information Systems Professional (GISP # 67414), CMar Consulting, LLC (CMAR)'s services include marine and coastal GIS based information management, mapping and GIS application design and development, GIS staff training; marine planning and management studies; and technical and scientific writing and support. Dr. Carvalho's strong foundation in marine and coastal science, planning, and management, combined with over 25+ years of GIS experience and 23+ years of consulting experience in these fields, supports the company services. CMAR is an environmental and GIS consulting firm, certified by the State of Florida as a Woman and Minority Business Enterprise (MBE).

Coastal Conservation Group, LLC – Subcontractor



Coastal Conservation Group, LLC works with project managers, permitting agencies, sponsors, and governments to ensure that the requirements for environmental permitting and endangered species protection measures are met. Its credentials and experience ensure that it meets these needs with a thoughtful approach to endangered species monitoring. Through careful attention to conservation criteria and extensive knowledge in permitting, Coastal Conservation Group can create and implement management plans to support sharing spaces in a sustainable approach.

Coastal Conservation Group has extensive knowledge in:

- Marine turtle permitting and monitoring
- Shorebird monitoring
- Escarpment surveys
- Coastal lighting inspections
- Anastasia Island beach mouse identification
- Marine mammal surveys
- Gopher tortoise relocations and habitat assessments
- Habitat assessments
- Presence/absence monitoring, mark and avoid monitoring
- Environmental data collection and reporting at local, state, and federal levels.



Gulfstream Design Group, LLC – Subcontractor

Founded in 2013 by Matt Lahti, PE, a St. Johns County resident since 1987, Gulfstream takes pride in having comprehensive and diverse capabilities, which enable it to serve a wide range of clients throughout Florida's First Coast. Gulfstream, headquartered in St. Augustine, currently has 18 employees. The firm consists of a highly skilled team of committed professionals including a mix of professional engineers, technical assistants, land planners, site inspectors, and administrative support. Gulfstream has provided civil engineering design and construction administration services for a wide range of municipal infrastructure projects including marine, roadway, utilities, drainage and stormwater, sidewalk, and other categories of developments. Gulfstream has much experience working in St. Johns County including the Escambia St. Beach Walkover and FDOT Sidewalk Connection, Mussallem Beachfront Park, Ocean Hammock Beachfront Park, and South Beach Grill projects.

Figure 2.2 presents our project organization chart, which shows the proposed Respondent and Subcontractor staff. Table 2.2 summarizes the experience of the key Team members to the scope of this project.

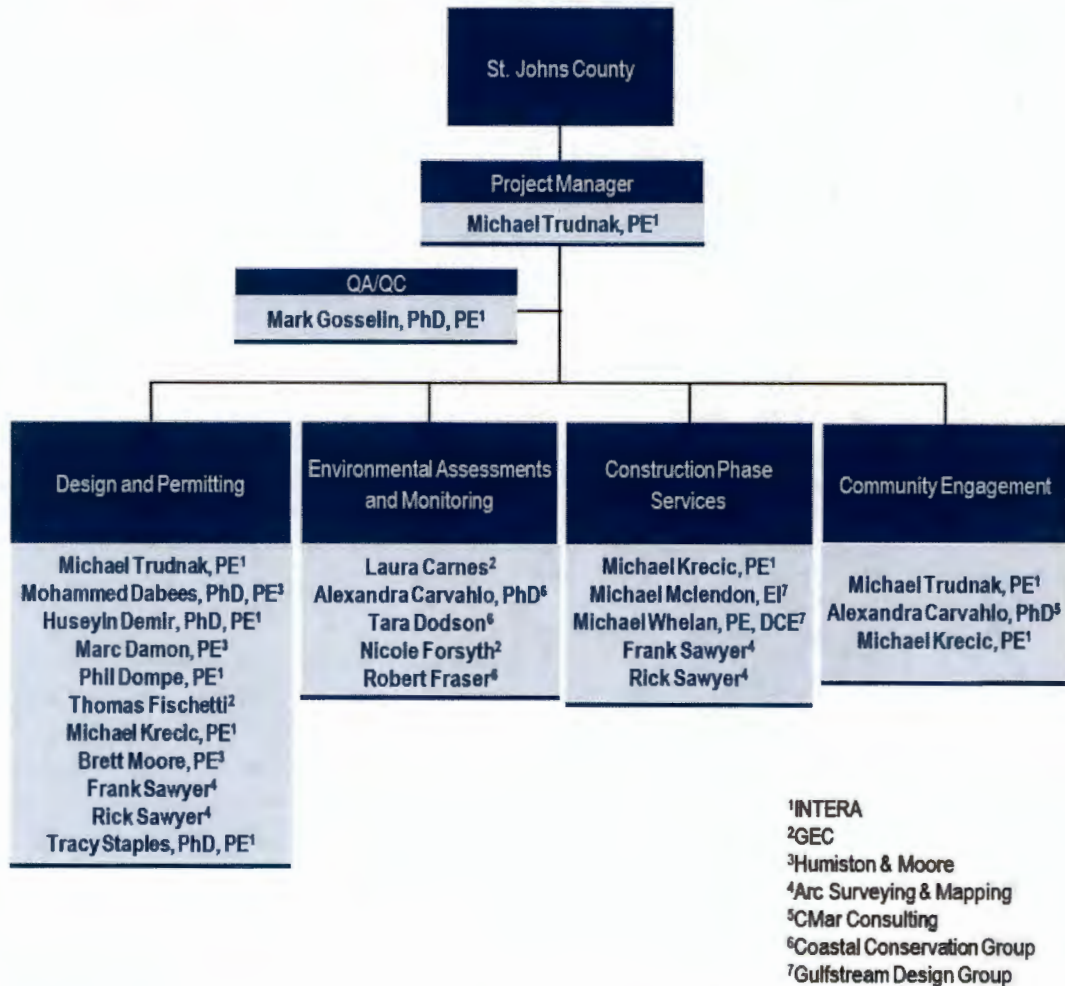


Figure 2.1 Project Organization Chart

Table 2.2 Summary of Qualifications and Experience of Key INTERA-GEC Team Personnel

Personnel	Education	Training	Role	Services				
				Beaches, Borrow Areas and Structures Design and Permitting	Construction Plans and Specifications	Construction Phase Services	Environmental Assessments and Monitoring	Community Engagement
Michael Trudnak, PE	MS	Coastal Engineering	Project Manager / Sr. Coastal Engineer	X	X	X	X	X
Mark Gosselin, PE	PhD	Coastal Engineering	QA/QC Officer	X	X	X	X	X
Michael Krecic, PE	MS	Coastal Engineering	Sr. Coastal Engineer	X	X	X	X	X
Huseyin Demir, PE	PhD	Civil/Env Engineering (Coastal)	Coastal Engineer	X	X	X	X	
Phil Dompe, PE	ME	Coastal Engineering	Sr. Coastal Engineer	X	X	X	X	X
Tracy Staples, PE	PhD	Coastal Engineering	Coastal Engineer	X	X	X	X	
Laura Carnes	MS	Geography	Environmental Scientist				X	X
Thomas Fischetti	BS	Civil Engineering	Sr. Civil/Structural Engineer	X	X	X	X	X
Nicole Forsyth	BS	Civil Engineering	Environmental Engineer				X	X
Mohammed Dabees, PE	PhD	Coastal Engineering	Sr. Coastal Engineer	X	X	X	X	X
Marc Damon, PE	MS	Coastal Engineering	Sr. Coastal Engineer	X	X	X	X	X
Brett Moore, PE	MS	Coastal Engineering	Sr. Coastal Engineer	X	X	X	X	X
Frank Sawyer	---	Merchant Mariner	Hydrographic Surveyor		X	X		
Richard Sawyer	AS	Civil Engineering Technology	Hydrographic Surveyor		X	X		

Personnel	Education	Training	Role	Services				
				Beaches, Borrow Areas and Structures Design and Permitting	Construction Plans and Specifications	Construction Phase Services	Environmental Assessments and Monitoring	Community Engagement
Alexandra Carvahlo	PhD	Oceanography-Coastal Zone Management	Sr. Environmental Scientist / GIS Specialist	X		X	X	X
Tara Dodson	MBA	Sustainability and Environmental Compliance	Sr. Biologist				X	X
Robert Fraser	AS	Civil Engineering Technology	Biologist				X	X
Michael McLendon, EI	BS	Civil Engineering	Inspector		X	X		
Michael Whelan, PE, DCE	MS	Civil Engineering	Sr. Inspector	X	X	X	X	X

The succeeding pages provide resumes of key personnel, followed by current licenses and certifications of INTERA-GEC Team members.

MICHAEL TRUDNAK, PE
Senior Coastal Engineer



<p>PROJECT ROLE Project Manager & Sr. Coastal Engineer</p> <p>YEARS OF EXPERIENCE Total: 28 With this firm: 4</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 58200</p>	<p>EDUCATION MS, Coastal & Oceanographic Engineering University of Florida, 1997</p> <p>BS, Geosciences Pennsylvania State University, 1995</p>
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KEY QUALIFICATIONS

Michael Trudnak has extensive knowledge of coastal engineering principles, theories, and standards and experience providing clients with project life-cycle support. His beach management experience includes design of shore stabilization structures and all aspects of beach/dune restoration including feasibility studies, sand source investigations, project design and permitting, and bid and construction administration. His inlet management experience includes development of sediment budgets, evaluation of sand bypassing alternatives, and application of numerical modeling results to identify and implement effective strategies for regional sediment management and navigation improvements. Overall, he has been involved with the design and/or permitting of nearly 30 beach restoration/nourishment projects covering approximately 55 miles of shoreline; constructed projects have placed 9.7 million cubic yards along 39 miles of shoreline.

REPRESENTATIVE PROJECT EXPERIENCE

Summer Haven Revetment Design-Build, St. Johns County, FL. Project Manager/Senior Engineer. This FEMA-funded project consists of restoring an existing rock revetment along the Atlantic Ocean shoreline after damages incurred during Hurricane Matthew. In lieu of the revetment, INTERA recommended the contractor propose a seawall with some additional rock to reduce costs and meet the FEMA funding restrictions. Calculated scour, toe berm rock sizes, and wave overtopping rates (to assist others' drainage analysis) and provided technical assistance during permitting.

T-Head Groin Design for Puerto Los Cabos, Cabo San Lucas, B.C.S., Mexico. 2022 – 2023. Project Manager/Lead Coastal Engineer. As project manager and lead coastal engineer, developed a T-Head groin field design to address severe erosion downdrift of the jettied port entrance. Established design conditions by developing an ADCIRC+SWAN model of the Eastern Pacific to hindcast Hurricane Odile and simulate the prior 34-years of wave climate at the project site, designed the groin field layout and structure elevations, and recommended armor stone sizes.

Fort Pierce Shore Protection Project Section 203 Feasibility Study, St. Lucie County Erosion District, FL. 2018. Project Manager/Lead Coastal Engineer. As project manager and lead coastal engineer, prepared a Section 203 Feasibility Study to extend the federal authorization 50 years and determine the National Economic Development Plan to decrease non-uniformity of shoreline erosion and increase the nourishment interval immediately south of Fort Pierce Inlet. The Recommended Plan included a series of six T-groins and a detached breakwater combined with beach nourishment. Prepared the preliminary t-groin design, developed cost estimates, and led development of the feasibility report. This was the first study in the nation prepared by the non-federal interest for direct submission to the Assistant Secretary of the Army Civil Works (ASACW) under authorization of Section 203 of the Water Resources Reform and Development Act (WRDA) of 2014.

Alpine Groves Park Shoreline Restoration, St. Johns County, FL. 2023 – Present. *Project Manager/Senior Coastal Engineer.* Provided design and permitting services, bidding assistance, and currently overseeing construction of a shore stabilization structure to restore and prevent further erosion of the geologically unique bluff (~17' high) of Alpine Groves Park, located along the eastern shoreline of the St. Johns River. The selected design consists of a rock rip rap revetment designed to minimize impacts to existing wetland vegetation, prevent bluff erosion, and minimize future maintenance requirements. Conducted a site assessment including mapping/characterization of environmental resources and a wetland delineation survey; project design, from conceptual design thru final design, for a shoreline revetment and bluff restoration, including fill and grading and native plantings; permitting, via the U.S. Army Corps of Engineers (USACE) and the St. Johns River Water Management District (SJRWMD); developed technical specifications and construction drawings; prepared an Opinion of Probable Cost; and assisted with bidding. Currently providing construction administration services for project construction.

Beach Restoration Design and Permitting, Bid Administration, Construction Observation, and Monitoring Services, Various Government Clients, FL. *Project Manager/Lead Coastal Engineer.* Directed the completion of applications to obtain FDEP and/or USACE permits or permit modifications for South Ponte Vedra Beach Restoration (2019 – 2020), Summer Haven Beach Maintenance Project (2011, 2020), Summer Haven River Restoration Project (2012, 2016), Fort Pierce Emergency Beach Fill (2011, 2020), Fort Pierce Shore Protection Project (2006, 2013, 2017), St. Lucie County Intracoastal Waterway Reach I Dredging (2017), Martin County Shore Protection Project (2002, 2005, 2013, 2017), South Marco Island 2006 Beach Nourishment Project, Walton County S.R. 30A Corridor Beach Restoration Project, Walton County/Destin Beach Restoration Project, Western Destin Beach Restoration Project, Holiday Isle Emergency Beach Fill, Okaloosa Island Beach Restoration Project, Eglin Air Force Base Beach Restoration Project, and the ongoing post-Hurricane Nicole New Smyrna Beach Restoration Project and Ponce Inlet – Daytona Beach Restoration Project. Provided bid administration and construction observation services for most of the above projects. Work responsibilities included preparation of contract documents, construction plans, and technical specifications; overseeing daily construction observations services, conducting pre-bid and project progress meetings and substantial completion and final inspections; reviewing contractor submittals, pay applications, and project surveys; project certification; collection and analysis of monitoring surveys; and preparation and submittal of post-construction reports.

Sand Source Investigations, Various Government Clients, FL. *Project Manager/Lead Coastal Engineer.* Conducted sand source investigations for various government entities throughout Florida. Studies included the St. Johns County Reconnaissance Phase Sand Source Investigation (2019), Fort Pierce Shore Protection Project (2013 – 2014), Eglin Air Force Base/Okaloosa County/Destin Sand Source Investigation (2006 – 2010), Walton County Sand Source Investigation (2005 – 2007), Walton County/Destin Sand Source Investigation (2002 – 2003), and Venice Beach Sand Source Investigation (2001 – 2002). Projects included development of geophysical and geotechnical data collection and analysis programs to locate beach quality sand reserves for future beach management activities.

Rollover Pass Closure, Texas General Land Office, Galveston County, TX. *Project Manager/Engineer of Record.* Directed the design, permitting, and pre-construction phase of a project to close a man-made inlet on the Bolivar Peninsula near Galveston. Work included an environmental and engineering literature review, site observations, field data collection (bathymetry, water quality, tide elevations, and flow velocities), coastal processes analysis and sediment budget development, numerical modeling to evaluate the potential effects of Rollover Pass closure on inland water hydraulics and salinity, preparation of an Environmental Assessment, development of the engineering plan to close the pass, obtaining a Department of the Army permit, public workshops, preparation of construction plans and technical specifications, bid administration assistance, construction oversight.

MARK GOSSELIN, PHD, PE
 Vice President/Manager



<p>PROJECT ROLE QA/QC Officer</p> <p>YEARS OF EXPERIENCE Total: 34 With this firm: 21</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 54594</p>	<p>EDUCATION PhD, 1997, Coastal and Oceanographic Engineering, University of Florida</p> <p>MS, 1992, Naval Architecture and Offshore Structures, University of California at Berkley</p>
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KEY QUALIFICATIONS

Mark Gosselin has over three decades of experience in coastal processes, nearshore and open channel hydrodynamics, and sediment transport. Dr. Gosselin has served as project manager on hundreds of erosion and hydraulics assessments of coastal structures throughout the country and has served as project manager on numerous coastal engineering studies that have involved wave, hurricane storm surge, sediment transport, riverine flooding, and dam break hydraulic modeling. His experience covers the southeastern U.S., Virginia, Washington, Hawaii, and Puerto Rico, and clients such as state departments of transportation, USACE, FEMA, and the National Aeronautics and Space Administration as well local governments. Dr Gosselin has authored design guidelines at state and federal levels for clients including National Cooperative Highway Research Program, Florida Department of Transportation, South Carolina Department of Transportation, and North Carolina Department of Transportation.

REPRESENTATIVE PROJECT EXPERIENCE

Development of Rehabilitation Recommendations for SR A1A in Flagler and Volusia Counties Following Landfall of Hurricanes Ian and Nicole (2022), Florida Department of Transportation – District 5, Flagler and Volusia Counties, FL. *Project Manager.* SR-A1A experienced significant damage along a thirteen-mile-long stretch spanning Flagler and Volusia counties. This project involved assessing the damage, attending public meetings, participating in Strike Team meetings comprised of all stakeholders, and identifying and recommending solutions to mitigate damage associated with future hurricane events.

Post-Hurricane Matthew (2016) Damage Assessment of SR A1A, Florida Department of Transportation - District 5, Flagler and Volusia Counties, FL. *Project Manager/Principal Engineer.* Met with FDOT personnel and performed a site assessment of Flagler Beach immediately after passage of Hurricane Matthew. Subsequently evaluated and identified vulnerable stretches of ocean shoreline to flood hazards from Beverly Beach to Ormond-by-the-Sea; categorized locations with high, moderate, and low likelihood of pavement/shoulder loss; and identified options and materials for shoreline stabilization. This assessment formed the basis of FDOT actions (including revetment, dune nourishment, and seawall).

T-Head Groin Design for the Resort at Pedregal, Resort at Pedregal, Cabo San Lucas, B.C.S., Mexico. *Quality Control Reviewer.* This project involved the development of a T-Head groin field design to address severe erosion that occurred following the 2014/2015 hurricane season. Provided a review of the hurricane storm surge and wave climate modeling efforts in support of the design of the structures.

Boulevard of the Arts Living Shoreline and Shoreline Protection Design, City of Sarasota, FL. *Project Manager.* The city requested a conceptual design of the revetment shoreline protection at 1000 Boulevard of the Arts and adjacent riprap breakwater at 1001. The intent of the breakwater is to protect mangrove plantings along the 1001 property creating a living shoreline. Work for the project involved development of design wave and surge criteria, sizing the armor stone protection for both the shoreline



protection and the breakwater, and determining both the horizontal and vertical extents of the coastal structures. All design calculations and recommendations were documented in a Design Report.

I-275 at Sunshine Skyway Seawall Phase II – Wave Attenuation Device Design-Build, Florida Department of Transportation - District 1, Manatee County, FL. *Quality Control Reviewer.* Project includes design, permitting, and construction of two breakwaters located approximately 200 feet offshore the south Skyway fishing pier access road. The breakwaters intend to limit wave energy reaching the recently repaired seawall and fishing pier access road and provide an area for seagrasses to grow behind the breakwater as future environmental impact mitigation. Reviewed all technical work associated with the design and final documentation.

SR-A1A over Sebastian Inlet Bridge Replacement Hydraulic and Scour Analysis, Florida Department of Transportation – District 4, Indian River and Brevard Counties, FL. *Quality Control Reviewer.* Provided quality control for the development of a bridge hydraulics report supporting the new bridge design. The location of the proposed bridge, crossing a tidal inlet, required development of the design surge and wave climate during a hurricane landfall event. The development of the design conditions employed the ADCIRC+SWAN surge and wave models that simulated conditions during the 50-, 100-, and 500-year return period events. Modeling results provided hydrodynamic inputs to calculate scour at the bridge foundation, set low chord elevations, design abutment protection, and calculate wave forces on both the replacement bridge and proposed fishing pier.

Jacksonville Fishing Pier Forensic Analysis and Design Assistance, City of Jacksonville, FL. *QA/QC Officer.* Provided a quality control review of the wave modeling and wave force calculations in addition to the report review supporting the replacement pier design. This project involved development and calibration of an ADCIRC+SWAN model to hindcast Hurricane Matthew (2016) storm surge and wave conditions in Jacksonville Beach that damaged the Atlantic Ocean pier.

Department of Transportation, SC. *Project Manager.* INTERA was tasked with assisting the South Carolina Department of Transportation (SCDOT) in preparing a workshop related to design in tidally influenced waterways. Work involves preparing lecture slides and illustrative cases using the 1D model HEC-RAS and 2D models SRH-2D and ADCIRC, presentation at a two-day workshop at SCDOT headquarters and development of modules for web-based presentation.

Pine Island Roadway – Permanent Repairs, Florida Department of Transportation - District 1, Lee County, FL. *Project Manager and Engineer of Record.* As part of the team tasked with the emergency design to repair damage from Hurricane Ian, INTERA was assigned with developing the hydraulic and coastal engineering support. Analysis required hindcasting Hurricane Ian to develop the associated hydraulics and waves conditions and applying those conditions to assist in the design. Work included hydraulic design for both the causeway and the Pine Island Road over Little Pine Island Pass Bridge.

Sanibel Causeway Bridge, Lee County, Emergency Procurement, Florida Department of Transportation – District 1, Lee County, FL. *Project Manager.* Project manager for the emergency and permanent repair project to address the damage done to the Sanibel Island Causeway corridor during the landfall of Hurricane Ian. Project involved forensic investigation into the mechanisms causing the failure, hindcasting Hurricane Ian, and developing the design of the protection for the seawalls and roadway throughout the project. Work included both design build projects let for the corridor.

St. Augustine Inlet Management Plan, Florida Department of Environmental Protection, St. Johns County, FL. *Senior Engineer.* Analyzed hydrodynamics of St. Augustine Inlet, including scenarios for modification of the existing jetty configuration. Wrote and developed software to model the dispersion of the ebb tidal jet from St. Augustine Inlet. Work related to original inlet management plan development.



MICHAEL KRECIC, PE
Senior Coastal Engineer

<p>PROJECT ROLE Senior Coastal Engineer</p> <p>YEARS OF EXPERIENCE Total: 30 With this firm: 11</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 57509</p>	<p>EDUCATION MS, Coastal & Oceanographic Engineering University of Florida, 1995</p> <p>BS, Mathematics/Applied Physics Marietta College, 1993</p>
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KEY QUALIFICATIONS

Michael Krecic’s project experience includes design of coastal structures (e.g., revetments, breakwaters, seawalls, and groins), beach nourishment, and dredging. He has worked on coastal projects in the southeast U.S., the Caribbean, the Great Lakes, New York, Canada, and South America. Mr. Krecic has served the Florida Department of Environmental Protection, Florida Department of Transportation, U.S. Army Corps of Engineers districts, Florida Inland Navigation District, and numerous counties and municipalities. He has been involved with the design, permitting, and construction of 21 beach/dune nourishment projects with over 13 million cubic yards covering approximately 60 miles of shoreline.

REPRESENTATIVE PROJECT EXPERIENCE

Phased Design Build – SR A1A Emergency Seawall Project, Flagler and Volusia Counties, FL. *Project Manager/Sr. Coastal Engineer.* FDOT installation of two seawalls along SR A1A to protect the roadway from Atlantic Ocean hurricane surges and waves. One segment extends from the S. Central Ave. in Flagler County to one-half mile north of High Bridge Rd. in Volusia County (approximately 7,000 feet [ft]). The other segment extends approx. 2,300 ft from Marlin Dr. to Sunset Dr. in Volusia County. Analyses included assessing historical beach profiles and shoreline changes, simulating shoreline responses to 50-yr storms (with sea level rise) utilizing USACE’s cross-shore erosion model (SBEACH), and estimating local scour.

I-275 at Sunshine Skyway Seawall Phase II – Wave Attenuation Device Design-Build, Florida Department of Transportation - District 1, Manatee County, FL. *Project Manager/Senior Engineer.* Project includes design, permitting, and construction of two breakwaters located approximately 200 feet offshore the south Skyway fishing pier access road. The breakwaters intend to limit wave energy reaching the recently repaired seawall and fishing pier access road and provide an area for seagrasses to grow behind the breakwater as future environmental impact mitigation. Assessed stability of the devices under extreme conditions, resistance to settling and shifting, attenuation of wave energy at the existing seawall under different surge events, and scour at the breakwater ends. Received 2024 Grand Award of ACEC-FL.

Summer Haven and Summerhouse Feasibility Study, St Johns County, FL. *Senior Coastal Engineer.* Helped prepare engineering feasibility studies examining environmentally and financially sustainable long-term solution to maintain the flow of the Summer Haven River, historically subject dune overwash infilling due to the Atlantic Ocean breaching the fronting barrier island, and a list of potential projects that consider the potential effects of Matanzas Inlet on the adjacent beaches, including the Summerhouse condominiums on the north of Matanzas Inlet. The assessment examined waves, inlet hydrodynamics, shoreline and beach volume changes, sediment transport pathways, inlet effects on adjacent beaches, beach nourishments, seawalls, and other structures. Participated in public meetings.

Post-Hurricane Dorian (2019) Northern Flagler County Dune Restoration and Post-Hurricanes Matthew (2016) and Irma (2017) Dune Restoration and Seawall Construction Observation, Flagler County, FL. *Project Manager/Senior Engineer/Advisor.* As a subcontractor, served as overall Quality



Assurance/Quality Control (QA/QC) lead on approx. 10.8-mile, 303,000-cubic yard dune restoration project, funded partially by FEMA, from the near the St. Johns/Flagler County line to near the north end of Flagler Beach after Hurricane Dorian and 11.5-mile, 407,000-cubic yard, partially FEMA-funded, dune restoration project from the county line to the north end of Flagler Beach after hurricanes Matthew and Irma. Sand originated from two sand processing (upland) plants located 50-60 miles from the sites and from a Florida Inland Navigation District dredged material management area (FL-3) located 10 miles from the sites. Managed onsite beach observer for multiple segments. Designed and revised dune fill templates during construction for three of the five shoreline segments to keep project on budget. Served in similar role for Painters Hill vinyl seawalls project, which includes an 815-ft section and a 433-ft section connecting to an existing vinyl wall.

Coastal Engineering Disaster Recovery Consulting Services; St. Johns County, FL. *Project Manager/Senior Engineer.* To date, identified potential upland (commercial sand mines and dredged material management areas) and offshore and inlet sand sources for dune nourishment after Hurricane Matthew (2016) for use along 42 miles of shoreline. Developed conceptual cost estimates for placing identified sand onto county beaches. Data sources included existing literature and studies, site visits, telephone calls, email correspondence, and onsite meetings. Calculated pre- and post-storm beach volume changes.

St. Johns County Shore Protection Project, 2005 and 2011/2012 Projects, St. Johns County, FL. *Project Manager/Senior Engineer.* For 2011/2012 project, evaluated anticipated project longevity associated with scaled back beach placement volumes in relation to a filled project template. Applied GENESIS model to assess various fill volume templates. For 2005 project, performed analyses to support the FDEP permit modification during construction to renourish the beach along Anastasia State Park and St. Augustine Beach.

Bird Island Shoreline Stabilization Analysis, Bird Island Trust, Palm Beach County, FL. *Project Manager and Sr. Coastal Engineer.* Assessed characteristic current patterns and strengths in the area and how these influence sediment movement. Designed concept for stabilizing the Bird Island shoreline. Provided needed insight and documentation of the far field limits of sediment movement into and out of the project area and provided wave climate conditions for restoration of Bird Island, a privately held relic spoil island inside of South Lake Worth (Boynton) Inlet.

T-Head Groin Construction Assistance, Resort at Pedregal, Cabo San Lucas, B.C.S., Mexico. *Senior Coastal Engineer.* Reviewed contractor submittals and photograph documentation to ensure contractor was building the three T-head groins protecting the resort from waves and runup as per the design plans and permit. Prepared summary documentation with assessment of finished product.

SR A1A Erosion Protection (Sloans Curve) Litigation Support, Florida Department of Transportation - District 4, Palm Beach, FL. *Expert Witness.* Served as coastal engineering expert for FDEP permit challenge by downdrift homeowners association. FDOT project consists of rehabilitating an existing small revetment along the Atlantic Ocean shoreline constructed in 1972 to meet adjacent revetment (constructed in 1987) design standards.

Jetties Renovation Construction Observation, Jupiter Inlet District, Jupiter, FL. *Project Manager/Sr. Coastal Engineer.* Performed construction administration services for restoration of north and south Jupiter Inlet jetties with up to 13-ton rock. Services included conducting pre-construction meetings, reviewing and approving contractor submittals, preparing change orders, attending weekly progress meetings, reviewing contractor work and pay applications, permit compliance, managing onsite construction observation personnel, and project close-out and certification.

HUSEYIN DEMIR, PHD, PE
Coastal Engineer

<p>PROJECT ROLE Coastal Engineer</p> <p>YEARS OF EXPERIENCE Total: 24 With this firm: 16</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 71494</p>	<p>EDUCATION PhD, Civil/Environmental/Coastal Engineering Georgia Institute of Technology, 2007</p> <p>MS, Civil Engineering, Boğaziçi University, 2002</p>
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KEY QUALIFICATIONS

Huseyin Demir has more than two decades of experience developing, modifying, coupling, and simulating waves, hydrodynamics, and sediment transport. His experience also includes statistical methods such as extreme value analysis and artificial neural networks. He applies his expertise to design and evaluate coastal conditions for soft and hard coastal structures. He has participated in many field campaigns surveying beaches and measuring waves and currents. His expertise and research in development of met-ocean conditions, linear and non-linear sea surface simulations, statistical methods, and programming created new capabilities and software for his clients. He has worked on coastal projects in Florida, Georgia, Louisiana, South Carolina, North Carolina, New York, Mississippi, and Texas. He applies the numerical modeling tools SWAN, WAM, CMS-FLOW, ADH ROMS, ADCIRC, HEC-RAS, and SBEACH, and the programming languages Fortran, Python, R, and MATLAB to help provide an understanding of coastal conditions.

REPRESENTATIVE PROJECT EXPERIENCE

South Carolina Sea Level Rise Guidance, South Carolina Department of Transportation. *Project Manager.* Conducted a comprehensive review of climate change and sea level rise projections for the state of South Carolina. Employed stochastic simulations, utilizing efficient sampling procedures, to simulate lifetime risks for coastal infrastructure. Developed guidance and software tools that enable practitioners to calculate risk-based design for sea level rise.

Coastal Hydraulics - Big Carlos Pass Bridge, Lee County, FL. *Project Manager and Engineer-of-Record.* (i) Developed ADCIRC/SWAN model to calculate surge, wave forces and erosion conditions; (ii) Assessed alternative inlet configurations and their associated impact on design conditions; (iii) Calculated erosion for non-cohesive sediments and rock using results of RETA tests; (iv) developed report; and (v) coordinated with West Coast Inland Navigation District and FDEP for realignment of navigational channel.

Wynn's Creek Shoreline Protection Analysis, Jacksonville Port Authority, FL. *Project Engineer.* Developed ADCIRC/SWAN model to calculate surge and wave conditions. Provided shore protection alternatives for the critically eroding shoreline adjacent to Jacksonville Port Authority facilities.

Calcasieu Ship Channel Liquid Natural Gas Facility Wave Analysis, Morris Shea Bridge Company, Cameron Parish, LA. *Project Manager and Engineer of Record.* Calculated design wave forces, wave overtopping, and toe scour protection requirements for the seawall protecting the liquid natural gas terminal.



PHILIP DOMPE, PE
Principal Coastal Engineer

<p>PROJECT ROLE Senior Coastal Engineer</p> <p>YEARS OF EXPERIENCE Total: 35 With this firm: 11</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 54571</p>	<p>EDUCATION ME, Coastal and Oceanographic Engineering University of Florida, 1993</p> <p>BS, Ocean Engineering Florida Atlantic University, 1989</p>
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KEY QUALIFICATIONS

Phil Dompe has provided expertise in hydrodynamic modeling and coastal engineering for three decades. This expertise includes one- and two-dimensional modeling of oceans, bays, inlets, manmade waterways, and other tidally-influenced water bodies to address sediment transport and circulation issues. Mr. Dompe played an integral role in developing the levels of analysis for screening coastal structures' vulnerability to waves.

REPRESENTATIVE PROJECT EXPERIENCE

T-Head Groin Design, Permitting, and Construction for the Resort at Pedregal, Cabo San Lucas, Mexico. *Project Manager/Senior Engineer.* This project involved development of T-Head groin field to address severe erosion following the 2014/2015 hurricane season. In addition to project manager responsibilities, established design conditions by developing SWAN+ADCIRC model of the eastern Pacific to hindcast Hurricane Odile (2014). Developed SWAN wave model of the eastern Pacific to simulate the past 34-years of wave climate at the project site. Assisted in the preparation of community outreach in preparation for construction and provided technical expertise during construction.

T-Head Groin Design for the Port of Los Cabos, San Jose del Cabo, B.C.S., Mexico. *Principal Engineer and Quality Control Reviewer.* This project involved the design of a T-Head groin field to address severe erosion downdrift of a marina. Evaluated the project site, consulted with the client to develop the desired results, and reviewed all technical work and documentation.

Replacement of A1A Bridge over Sebastian Inlet, Brevard County, FL. *Project Manager/Senior Engineer.* Provided coastal and hydraulic support for the design of the replacement bridge. Developed the design conditions by employing the ADCIRC+SWAN model, with boundary conditions that included tidal constituents along with wind and pressure fields based on Hurricane Jeanne. Utilized model results to calculate scour at the bridge foundation, set low horizontal member elevations, and design abutment protection. Additionally, assessed effects of replacement bridge on inlet hydrodynamics and sediment transport under normal tidal conditions to ensure not affecting the state-approved inlet management plan.

St. Johns County Beach Restoration Engineering Services, St. Johns County, FL. *Project Engineer.* Supported the completion of a Joint Coastal Permit Application (including stated and USACE Section 10/404 permits), including project design sheets; borrow area analysis; overfill ratios; advanced maintenance requirements; local, state, and federal agency coordination; environmental impacts; water quality variance; pipeline corridor definition; derelict structure removal; and turtle issues. Applied previously developed custom software programs for analysis of beach profile data and planform evolution. Applied digital terrain modeling and refraction-diffraction (REF/DIF) to evaluate the impact of the ebb shoal borrow area on littoral drift. Lead engineer for permit preparation and submittal.

TRACY STAPLES, PHD, PE
Coastal Engineer

<p>PROJECT ROLE Coastal Engineer</p> <p>YEARS OF EXPERIENCE Total: 11 With this firm: 4</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 98226</p>	<p>EDUCATION PhD, Coastal and Oceanographic Engineering University of Florida, 2015</p> <p>MS, Coastal and Oceanographic Engineering University of Florida, 2010</p>
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KEY QUALIFICATIONS

Dr. Tracy Staples has education and experience in coastal processes, nearshore, nonlinear wave dynamics and sediment transport. Dr. Staples has extensive field experience in data collection, processing, and analysis of a range of nearshore data including nearshore wave and current motions along with sediment suspension and transport in the nearshore. Her experiences in academia and private consulting have ranged from research to design with clients including the U.S. Army Corps of Engineers, various departments of transportation, FEMA, and NASA. She has experience with SWAN+ADCIRC, HEC-RAS, SRH-2D, FunWave, and XBeach along other analytical techniques to support coastal projects.

REPRESENTATIVE PROJECT EXPERIENCE

Design, Build, and Monitoring of Beach Nourishment, Various Clients, Miami, FL. *Coastal Engineer and Site Representative.* Coastal engineering analysis and design on various construction projects including boardwalks, marinas, and beach nourishment. Also worked as the on-site representative of a beach nourishment project in Hillsboro Beach, FL. As the resident site representative of a beach renourishment project in Hillsboro Beach, Florida, stayed on-site and was the main point of contact for the engineering company to the contracted dredge company, the client-city representatives, and the government agencies involved in the permitting. Was responsible for ensuring the project was built to engineering specifications and that all permit requirements were met. After construction, was also responsible for final and follow-up reports on the project.

Summer Haven and Summerhouse Feasibility Study, St Johns County, FL. Coastal Engineer. Modeled barrier island breaching and flood shoal dredging in helping examine environmentally and financially sustainable long-term solutions to maintain the flow of the Summer Haven River, historically subject dune overwash infilling due to the Atlantic Ocean breaching the fronting barrier island.

Runup and Wave Force Impacts on Waldorf Astoria Los Cabos Pedregal Resort, Los Cabos, Mexico. *Coastal Engineer.* The project involved the analysis of recent hurricane wave conditions and impacts on the resort's structures. Wave forces during hurricane events were calculated and used to provide specifications for flood barrier installation as a protective mechanism from future impacts of hurricane waves and storm surge.

Munitions Mobility under Waves and Currents, U.S. Naval Research Laboratory, Washington, DC. *Coastal Engineer.* Involved in the planning and execution of two, large-scale experiments to monitor and observe the movement and burial of surrogate munitions in the Gulf of Mexico off Panama City Beach, FL and in the Atlantic Ocean off Duck, NC. Data was collected, processed, and analyzed to define wave and current motions, turbulence, and suspended sediment concentration throughout the water column during storm events while simultaneously recording the location of munitions relative to the seafloor. Analyses sought to define the contributions of wave dynamics on the initiation of munition movement and burial because of (1) bedform migration, (2) scour, and (3) wave-induced sediment instability.



LAURA CARNES

Environmental Scientist

<p>PROJECT ROLE Environmental Scientist</p> <p>YEARS OF EXPERIENCE Total: 20 With this firm: 17</p> <p>PROFESSIONAL REGISTRATION N/A</p>	<p>EDUCATION MS, Geography, Pennsylvania State University, 2002 BS, Psychology, University of Illinois</p>
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KEY QUALIFICATIONS

Ms. Carnes has prepared more than 20 Environmental Impact Statements (EISs) and Environmental Assessments (EAs) for agencies such as USACE and FEMA. She specializes in complex projects, with tasks including project management, public and agency scoping and coordination, plan formulation, environmental and social impacts analysis, and cumulative impact assessments, among others. Through the NEPA process, she has ensured project compliance with applicable laws, regulations, and executive orders for more than 30 projects, particularly as related to NEPA, ESA, E.O. 12898, Section 106 of the NHPA, E.O. 11990, and Section 404 of the Clean Water Act. Her areas of expertise include:

- Environmental planning and compliance
- NEPA
- USACE, Civil Works
- Section 404 permitting
- Beneficial use of dredged material
- Practical conflict management skills for environmental issues

REPRESENTATIVE PROJECT EXPERIENCE

Third Party Environmental Impact Statement (EIS) for the Mid-Barataria Sediment Diversion (MBSD), CPRA, Plaquemines, LA. Stakeholder Facilitator/Co-Manager. The Mid-Barataria Sediment Diversion will be the first major controlled sediment diversion reconnecting the Mississippi River with its delta. Led overall development of the Environmental Impact Statement (EIS) and supporting documentation, including agency coordination, development of alternatives, and analysis of impacts.

Revised Programmatic EIS for Morganza, LA to the Gulf of Mexico Hurricane Protection Project, Terrebonne and Lafourche Parishes, LA. Project Manager. Prepared the Environmental Impact Statement (EIS) for this CEMVN Civil Works project aimed to reduce the risk of flooding and coastal erosion due to storm surges. Coordinated closely with CEMVN staff to develop and clearly describe alternatives and assess the direct, indirect, and cumulative social and environmental impacts of the alternatives. This project earned a Performance Rating of Exceptional from CEMVN.

THOMAS FISCHETTI

Vice President

<p>PROJECT ROLE Sr. Civil/Structural Engineer</p> <p>YEARS OF EXPERIENCE Total: 40 With this firm: 20</p> <p>PROFESSIONAL REGISTRATION PE, Alaska, California, Hawaii, and Washinton</p>	<p>EDUCATION BS, Civil/Architectural Engineering, California Polytechnic State University, 1981</p>
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KEY QUALIFICATIONS

Mr. Fischetti's professional experience encompasses strategic, operational, and technical support roles, with major emphasis leading structural engineering and design services. His broad range of project experience throughout design, project scheduling, management and controls concerning large and small projects like buildings, oil platforms, tanks, equipment supports, treatment plants, pipelines, piers, wharfs and harbors, and levees. His engineering expertise encompasses onsite investigations, modeling and analysis of routine and complex structures using conventional and finite element methods, and preparation of construction documents for public works and private improvements.

REPRESENTATIVE PROJECT EXPERIENCE

Marin County Department of Parks Open Space Paradise Beach Seawall Improvements, San Rafael, CA. *Lead Structural Engineer.* Prepared design, plans and specifications for pre-cast concrete sheet piles and a cast-in-place concrete cap to replace an aging seawall in the San Francisco Bay. The new wall protects about 275 linear feet of coastline along a county park beach; seawall height varied to integrate with various park themes developed along the shoreline. Seawall displacement was minimized to protect hardscape improvements behind the seawall. To prevent scour erosion at the base of the seawall, riprap revetment was placed at susceptible locations.

Broad Beach Seawall, Malibu, CA. *Project Manager and Lead Structural Engineer.* Performed a visual inspection of seawall conditions for four homeowners and provided a report of findings and recommendations for repairs that included FRP coatings. Prepared plans and specifications for repair of seawall.

Emeryville Breakwater Construction, Emeryville, CA. *Lead Structural Engineer.* Project consisted of replacing a 1,200-foot-long timber pile breakwater with a pre-stressed concrete sheet pile breakwater laterally supported with prestressed concrete battered piles. Other project components consisted of a cast-in-place concrete public boardwalk for 665 feet on the top of the breakwater structure, a CIP concrete cap for the rest of the structure, a timber pier approach walkway to the boardwalk, and a windsurf launch ramp adjacent to the breakwater. The work included inspection of the existing structure, plan formulation and cost estimating, engineering analysis, design, assistance with permitting, preparation of contract documents and construction drawings, resident inspection, and engineering during construction. In 2009, the American Council of Engineering Companies recognized the Emeryville Breakwater Project for a Merit Award.





NICOLE FORSYTH
Environmental Engineer

<p>PROJECT ROLE Environmental Engineer</p> <p>YEARS OF EXPERIENCE Total: 22 With this firm: 8</p> <p>PROFESSIONAL REGISTRATION EI, Louisiana, 19841</p>	<p>EDUCATION BS, Civil Engineering, Louisiana State University, 2001</p>
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KEY QUALIFICATIONS

Ms. Forsyth has worked as an environmental professional in the public and private sector for over 20 years. During her career, she has managed environmental projects for several road and highway projects across Louisiana, and civil works projects for U.S. Army Corps of Engineers and Department of Defense. She is also well-versed in the preparation and review of NEPA documents including Environmental Assessments, Categorical Exclusions, Noise and Air Studies, and Environmental Site Assessments.

REPRESENTATIVE PROJECT EXPERIENCE

EIS for the Mid-Barataria Sediment Diversion, Plaquemines Parish, LA. Co-Project Manager. Led development of a third-party Environmental Impact Statement (EIS) for the project proposed by CPRA. The EIS is being prepared under the direction of USACE, New Orleans District. The third-party EIS will assess the potential negative and beneficial impacts associated with the construction and operation of the project and will be consistent with the DWH PDARP/PEIS and associated ROD. This highly publicized and controversial project includes seven cooperating agencies, 10 commenting agencies, and 11 consulting tribes for the EIS - placed on the Permitting Dashboard under the FAST process.

SIES for the New Orleans to Venice Federal Hurricane Protection Levee (USACE, New Orleans), Plaquemines, LA. Project Manager. The Supplemental Environmental Impact Statement (SEIS) was prepared to evaluate potential impacts associated with the authorized improvements to the New Orleans to Venice (NOV) Federal Hurricane Protection Levee system in Plaquemines Parish, Louisiana. The project included restoring, armoring, and accelerated completion of the existing 90 miles of Federal levees to provide for storm risk reduction. The SEIS analyzed the impacts from the tentatively selected plan (TSP), which was a 50-year (2%) level of risk reduction, and the authorized pre-Katrina level of risk reduction, which resulted in various levels above and below the 2% level of risk reduction elevation. Prepared the SEIS and ensured completion of the WVA, mitigation plan, and cultural resources survey report and their subsequent incorporation into the SEIS.



MOHAMED DABEES, PHD, PE

Vice President & Senior Coastal Modeler/Engineer



<p>PROJECT ROLE Senior Coastal Engineer</p> <p>YEARS OF EXPERIENCE Total: 30 With this firm: 24</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 58003</p>	<p>EDUCATION PhD, Civil Engineering, Queens University, 2000 MS, Civil Engineering, Drexel University, 1995 BS, Civil Engineering, Alexandria University, 1988</p>
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KEY QUALIFICATIONS

As a senior engineer and Vice President with Humiston & Moore Engineers (H&M) since 2000, Dr. Dabees has become a key component to the firm's continued success. Dr. Dabees is recognized internationally as an expert in the field of coastal modeling and has established innovative procedures in evaluation of inlet evolution and beach morphology modeling. Dr. Dabees' contribution to the research of tidal inlets and beach morphology modeling is documented through numerous publications and technical reports. He has completed numerous regional and local modeling studies of tidal inlets, estuaries, barrier islands and erosion control structures throughout the state of Florida. His contribution to research and development is recognized over the past 20 years through regular participation in reputable international conferences, publications, editorial reviews, and collaboration with coastal engineering institutions in North America, Europe, Australia and Japan.

REPRESENTATIVE PROJECT EXPERIENCE

Numerical Model Development. Developed and improved the NLINE model's practical capabilities through many applications of the model in support of beach and erosion control projects over the past 24 years. The model has gained acceptance from State and Federal agencies through applied design and permitting of projects in Florida and has achieved international recognition.

Coastal Process Modeling — Tidal Inlets and Estuaries. Under the direction of Dr. Dabees, H&M has completed numerous regional models for bay and estuarine systems in Florida. The regional approach includes coupled detailed local models for wave, sediment transport and inlet evolution to evaluate inlet and beach morphology for various alternatives and engineering actions. This approach was successfully implemented in numerous inlet management projects including barrier Island and inlet evolution at several inlets in Southwest and central Florida.

Coastal Process Modeling — Beach Restoration. Dr. Dabees has been responsible for the technical evaluation of the coastal processes and historical shoreline morphology as well as the evaluation of design alternatives and project performance for numerous beach restoration projects throughout Florida. He has completed numerous studies and evaluation of design alternatives for complex coastal erosion problems including Natural and Nature Based Features for coastal resiliency measures.

Coastal Process Modeling — Erosion Control Structures and Nearshore Hardbottom. Dr. Dabees has completed numerous studies and evaluation of design alternatives for complex coastal erosion problems along the Gulf Coast barrier islands and Florida Atlantic coast. Such modeling areas include inlet dynamics, hard-bottom features in the nearshore and coastal structures.

Natural and Nature Based Features, Marco Island, Collier County, Florida. Dr Dabees is the engineer of record for the Tigertail Lagoon/Sand Dollar Island Ecosystem Restoration Project, a City of Marco Island project that restores and maintains a natural coastal wetland as a multi-tier resiliency system. The



project is providing environmental, social, and economic benefits and storm protection to the wetland habitat and the upland. The project covers over 200 acres of wildlife habitat encompassing over 100 acres of tidal lagoon, wetland, and mudflats with over 12 acres of seagrass beds, 48 acres of coastal vegetation, and over 40 acres of sandy habitat areas.

Beach Evolution Study for Deerfield Beach and Evaluation of Erosion Hot Spot. City of Deerfield, Broward County, Florida. Prepared a detailed study of regional beach evolution and evaluation of chronic erosion problem areas. The study included review of historic information, data collection, monitoring, numerical modeling and analysis. The study was based on data analysis and varying model applications that provided comprehensive understanding on the evolution of the coastal system and identified major factors influencing the specific problem area.

The New St. Petersburg Pier, Pinellas County, Florida. Design, permitting and construction observation of marine construction elements of the new Pier park area including beach design, breakwaters, revetments, old seawall relocation and coastal engineering support to main pier design. Coastal engineering support of the pier design included regional wave modeling for Tampa Bay, wave loadings on pilings, buildings and pier deck. Design consideration for the adjacent park included creation of a pocket beach (Spa beach) with offshore breakwater and oyster reef and enhancement to sea grass bed areas.



MARC DAMON, PE
Senior Coastal Engineer

<p>PROJECT ROLE Senior Coastal Engineer</p> <p>YEARS OF EXPERIENCE Total: 18 With this firm: 18</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 70615</p>	<p>EDUCATION MS, Coastal Engineering, Florida Institute of Technology, 2003</p> <p>BS, Ocean Engineering, Florida Institute of Technology, 2001</p>
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KEY QUALIFICATIONS

Mr. Damon’s expertise includes technical analysis, design, and permitting for beach restoration and erosion control studies. Mr. Damon has a strong mathematical background and has extensive experience in numerical modeling, data processing, visualization, and statistical analysis.

REPRESENTATIVE PROJECT EXPERIENCE

The New St. Petersburg Pier, Pinellas County, Florida. Provided pier design services including regional wave modeling for Tampa Bay and detailed wave loadings on pilings, buildings, and pier deck for various storm scenarios. Design consideration for the adjacent park included creation of a pocket beach (Spa beach) with offshore breakwater and oyster reef and enhancement to sea grass bed areas.

Valhalla Resort, Monroe County, Florida – Detailed engineering analysis of 100-year return period storm impacts, including numerical simulation of storm surge, wave heights and overland current flow. Prepared design guidance for foundation design of resort cottages and amenities.

Westshore Apartments, Hillsborough County, Florida – Coastal engineering analysis through numerical modeling of estimated scour and upland erosion during a 100-year return period storm event. Analysis included wave load and scour computation in support of foundation design for multistory buildings.

Coastal Process Models & Analysis — Experience in applications of numerical modeling of wave propagation and coastal processes using various numerical modeling systems including:

- XBeach developed by Deltares (Netherlands) with funding support from the USACE to assess dune stability and hindcasting of hurricane impacts. Applied this model to assess dune resiliency during high frequency storms, evaluate the short-term shoreline response to erosion control structures and evaluate potential flow around upland structures during a 100-year storm surge.
- Bouss-2D model, a component from the SMS model suite, provides time domain wave modeling for wave-structure interactions and applications to erosion control structures such as breakwaters and groins.
- Wave Watch III is a hindcast wave model developed by NOAA from buoys around the world. Mr Damon developed mathematical models to extract and process the WWIII data at specific location enabling access to over a dozen years of wave records in a timely manner.



BRETT MOORE, PE
President / Principal Engineer



<p>PROJECT ROLE Principal Engineer</p> <p>YEARS OF EXPERIENCE Total: 42 With this firm: 33</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 37326</p>	<p>EDUCATION MS, Civil Engineering (Coastal Engineering Specialty) University of Delaware, 1982</p> <p>BS, Civil Engineering University of Delaware, 1979</p>
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KEY QUALIFICATIONS

As a founding partner of Humiston & Moore Engineers (H&M), Mr. Moore has been instrumental in building H&M, one of the most accomplished coastal engineering firms in the state of Florida, with a reputation both nationally and internationally through a program of development of numerical modeling procedures that have become a practical tool in the simulation of coastal processes along sandy beaches. As a principal of the firm, Mr. Moore has been responsible for the management of many of the firm's challenging projects.

REPRESENTATIVE PROJECT EXPERIENCE

Erosion Control Structures. H&M principals and co-founders, Brett Moore and Ken Humiston, are responsible for the development of a unique low-profile T-groin design that includes features which successfully minimize the common and ubiquitous problem of downdrift impacts normally associated with erosion control structures. This design has been successfully implemented at several locations with severe and complex erosion problems, which have been performing very well, some for as long as 20 years. Mr. Moore was the Project Manager and Design Engineer on a number of these successful erosion control projects, including the following locations in Florida: South Naples Beach in Collier County (2000), Keewaydin Island Phase I (2003) and Phase II (2012) in Collier County and Honeymoon Island (Phase I) in Pinellas County (2007) and Phase II in 2015. More recently, Mr. Moore was responsible for the design and permitting of a breakwater and detached groin, jetty rehabilitation and spur construction at Doctors Pass in the City of Naples completed in 2018. An additional erosion control project involving a combination of structures to stabilize Snake Island, an eroding island containing cultural resources inside of Venice Inlet in Sarasota County was completed in 2014.

Beach and Coastal Inlet Management. Mr. Moore has been the Project Manager of a number of beach and coastal inlet studies and dredging projects involving evaluation of coastal inlet processes, sand budgets and management of sand resources for suitable sand placement. Many of these studies are developed in collaboration with local communities and other consultants or agencies and their respective programs throughout southwest Florida. Each of these studies or dredging projects included assessment of adjacent beaches for comprehensive management of sand resources of the inlet related system with design that works with natural processes.

Beach Front Development. Mr. Moore has been the lead agent on the procurement of over 500 Coastal Construction Control Line (CCCL) permits and authorizations from the FDEP. Mr. Moore works with a variety of architects and structural engineers to provide design guidance for structural design elevations and scour predictions for 100-year storm events, and suitable setbacks for historic background and projected erosion conditions to demonstrate that the structure design meets State guidelines.

Beach Nourishment. Mr. Moore has been the Project Manager and Design Engineer for a number of beach restoration projects including projects involving hydraulic dredging from offshore borrow sources

including both cutterhead and hopper dredges, and truck haul projects. These have included the following locations in Florida: South Siesta Key in Sarasota County (Phase II), Honeymoon Island in Pinellas County (Phases I and II), Knight Island in Charlotte County, Lighthouse Point in Lee County, and Hideaway Beach in Collier County. As project manager and project engineer, Mr. Moore has been responsible for the design, permitting, contract specifications, bid qualification, project construction oversight and project certification. Mr. Moore was also responsible for the management of these projects from the negotiation of the contract, through project design development, final design, construction and monitoring.

HONORARY APPOINTMENTS

- Appointed as an Ex-officio Director to the Florida Shore & Beach Preservation Association (2015-2017)
- Appointed to the Steering Committee of the State-wide Beach Habitat Conservation Plan development at the request of the Secretary of the Florida DEP (2009-2019).
- Appointed to the 1999 Coastal Engineering Technical Advisor Committee, chaired by Dr. Robert G. Dean, to advise the DEP Bureau of Beaches and Coastal Systems on management of Florida's beaches.
- Appointed to a Coastal Development Committee in Naples in 1990's to develop recommendations for the City of Naples in their review and permitting of large-scale private homes referred to as "mega-homes" within the coastal zone.



FRANK J. SAWYER

President

<p>PROJECT ROLE Hydrographer</p> <p>YEARS OF EXPERIENCE Total: 33 With this firm: 33</p> <p>PROFESSIONAL REGISTRATION Merchant Mariner #501973 Hypack Certified Hydrographer</p>	<p>EDUCATION Orange Park High School</p>
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KEY QUALIFICATIONS

Mr. Sawyer has over 33 years of surveying, mapping and computing experience. He has performed numerous hydrographic surveys for ACOE, FDOT, Port Authorities and various other clients and is proficient with all types of positioning and depth sounding equipment, Differential Global Positioning (DGPS) and Real Time Kinematic (RTK). He is experienced in the use of multibeam swath and single and dual frequency depth sounders, Ground Penetrating Radar (GPR), side-scan sonar, geophysical systems, sub-bottom profilers and magnetometers. Mr. Sawyer specializes in hydrographic surveys and is capable of collecting, processing, computing and mapping. Mr. Sawyer is a Hypack/Hysweep expert, well known and respected for his ability to assist in software development and installation.

REPRESENTATIVE PROJECT EXPERIENCE

St. Augustine Shipyard Marina – St. Augustine, FL. Hydrographic Survey of Marina Lift Basin and Vessel Dockage Area.

St. Augustine Shipyard South Dock – St. Augustine, FL. Hydrographic survey of proposed South dockage areas, locate water structures including docks, bulkheads, aids to navigation and signage.

NDT Investigation/Abandoned Piling San Sebastian Inlet, St. Augustine, FL. Hydrographic, side-scan and sub-bottom sonar survey performed to identify objects lying on or protruding above the river bottom and identify buried pilings.

St. Augustine Shipyard UAV/Topographic Survey, St. Augustine, FL

Villages of Vilano Marina, St. Augustine Beach, FL. Topographic and Hydrographic Surveying in support of dredging design. Topographic survey to include pier or docks, bulkhead, shoreline, aids to navigation, boat ramps and associated features; Hydrographic soundings of the approaches and basin of the existing marina; Create dredge design template and perform volume computations.

St. Augustine Inlet, St. Augustine, FL. Hydrographic and topographic survey for establishing locations of seven ADCP's in and around St. Augustine, FL.

St. Augustine Inlet/Sebastian River/ICWW at Matanzas Inlet/Discharge channel ICWW-5 miles/RTK Topographic survey of small ICWW channel in support of Marine Dredging Project. Performed multibeam and single beam hydrographic surveys and topographic surveys.





RICHARD J. SAWYER, PSM, CH
Chief Surveyor

<p>PROJECT ROLE Hydrographer Professional Surveyor & Mapper, FAA Drone Pilot</p> <p>YEARS OF EXPERIENCE Total: 35 With this firm: 25</p> <p>PROFESSIONAL REGISTRATION Florida PSM No. LS0006131 ACSM CH Certified Hydrographer No. 194 FAA Drone Pilot #3958472</p>	<p>EDUCATION AS, Civil Engineering Technology, Florida Community College, 1989</p> <p>Shallow Water Multibeam Training, U.S and Canadian Hydrographic Commission, University of New Brunswick, 1996</p>
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KEY QUALIFICATIONS

Mr. Sawyer is a Professional Surveyor and Mapper, as well as an ACSM Certified Hydrographer, with over thirty-five (35) years of experience in large-scale design, marine engineering, Coastal mapping and dredging surveys. Mr. Sawyer offers to our clients dozens of years of experience and knowledge pertaining to the standards, technologies, and data presentation for charting of inland and coastal water bodies and their littoral land areas. His current responsibilities include all facets of project management, field to finish, for surveying and mapping on large scale engineering design, geodetic, coastal, marine, dredging and hydrographic mapping projects.

REPRESENTATIVE PROJECT EXPERIENCE

Flagler County Florida Beach Monitoring and Rock Outcropping Survey. Acquire topographic & UAV LiDAR data along 8 miles of shoreline.

St. Johns County Florida Beach Monitoring Profiles. Topographic and Bathymetric survey approximately 10 miles of coastline in St Johns County.

St. Johns County Florida Berm Restoration. Topographic and UAV LiDAR survey along South and North Ponte Vedra Beach for new Dune construction.

St. Johns County Florida Mean High Water Line and Erosion Control Survey. Perform and establish new ECL for approximately 5 miles of shoreline incorporated by State of Florida and St John County.

Bureau of Beaches & Coastal Systems Florida State-Wide Monitoring Surveys. Acquisition of topographic and bathymetric survey data in Escambia County, Florida.

St Johns County Florida Summer Haven and Mantanzas Inlet. Topographic, UAV LiDAR and Hydrographic Survey for Coastal Management Study.

St. Johns County Florida Offshore Borrow Site Underwater Remote Sensing Survey 2017. Multibeam, Sidescan Sonar and Magnetometer Survey of offshore dredge borrow site.





TARA DODSON

Co-Founder/Project Manager/Lead Biologist

<p>PROJECT ROLE Sr. Biologist</p> <p>YEARS OF EXPERIENCE Total: 22 With this firm: 1</p> <p>PROFESSIONAL CERTIFICATIONS Marine Turtle Permit Volunteer – #023 Vilano Marine Turtle Permit Volunteer – #090 St. Augustine Marine Turtle Permit Volunteer – #056 South Ponte Vedra Certified Shorebird Monitor</p>	<p>EDUCATION MBA, Sustainability and Environmental Compliance Florida Southern New Hampshire University, 2018</p> <p>BS, Biology Sierra Nevada College, 2002</p>
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KEY QUALIFICATIONS

Ms. Dodson managed the St. Johns County beaches Habitat Conservation Plan and Incidental Take Permit for 17 years prior to co-founding Coastal Conservation Group (CCG) in 2023. Ms. Dodson brings extensive knowledge and experience in marine turtle monitoring and relocations, shore/sea/migratory bird monitoring, marking of nesting sites, escarpment surveys, coastal lighting assessments, beach mice habitat identification, gopher tortoise relocation, presence & absence surveys, marine mammal surveys, habitat assessments, and environmental permitting data collection and reporting requirements as they relate to coastal construction projects. With extensive local familiarity, CCG can develop paths of efficiency with the regulations and time constraints that surround St. Johns County coastal projects. CCG’s knowledge and background allow them to work closely and efficiently with design teams, engineers, consultants, varying federal, state and local agencies as well as stakeholders.

REPRESENTATIVE PROJECT EXPERIENCE

FEMA Dune Restoration, St. Johns County, FL. Sub-consultant and leading team member performing the duties as lead biologist and project manager. Responsibilities include:

- Marine Turtle Permit Holder (MTPH) for St. Augustine Beach and South Ponte Vedra
- Permitted in coordination with Crescent Beach MTPH to perform relocations
- Performed daily monitoring activities for marine turtles, shorebirds and gopher tortoises
- Relocated marine turtle nests
- Collected required endangered species data
- Maintained daily presence on beach coordinating volunteers and equipment
- Participated in consultant and contractor coordination meetings
- Performed weekly escarpment surveys and bi-monthly Piping Plover surveys
- Completed endangered species reports related to each project.



**ROBERT FRASER**

Co-Founder/Field Manager/Support Biologist

<p>PROJECT ROLE Biologist</p> <p>YEARS OF EXPERIENCE Total: 12+ With this firm: 1</p> <p>PROFESSIONAL REGISTRATION Marine Turtle Permit Volunteer – #023 Vilano Marine Turtle Permit Volunteer – #090 St. Augustine Marine Turtle Permit Volunteer – #056 South Ponte Vedra Gopher Tortoise Relocation Permit GTA – #00023 Certified Shorebird Monitor</p>	<p>EDUCATION AS, Civil Engineering Technology, Florida Community College, 1989</p> <p>Shallow Water Multibeam Training, U.S and Canadian Hydrographic Commission, University of New Brunswick, 1996</p>
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KEY QUALIFICATIONS

Mr. Fraser brings extensive knowledge and experience in marine turtle monitoring and relocations, shore/sea/migratory bird monitoring, marking of nesting sites, escarpment surveys, coastal lighting assessments, beach mice habitat identification, gopher tortoise relocation, presence & absence surveys, marine mammal surveys, habitat assessments, and environmental permitting data collection and reporting requirements as they relate to coastal construction projects.

REPRESENTATIVE PROJECT EXPERIENCE

St. Johns County projects. Sub-consultant and assistant team member performing the duties as support biologist and field manager, Marine Turtle Permit Holder (MTPH) for St. Augustine Beach and South Ponte Vedra, permitted in coordination with Crescent Beach MTPH to perform relocations, performed daily monitoring activities for marine turtles, shorebirds and gopher tortoises, relocated marine turtle nests, collected required endangered species data, maintained daily presence on beach coordinating volunteers and equipment, participated in consultant and contractor coordination meetings. Performed services for the following projects:

- FEMA Dune Restoration, St. Johns County, FL, May 2023–December 2024.
- Army Corps of Engineers South Ponte Vedra and Vilano Coastal Storm Risk Management (CSRМ) Project and Engineers St. Augustine Beach Shore Protection Project (SPP), May 2023–December 2024.
- FEMA Dune Restoration MTPH for St. Augustine Beach & Crescent Beach, March 2022–September 2022.
- South Ponte Vedra CSRМ and Crescent Beach FEMA Project. April 2021–August 2021.
- South Ponte Vedra/Vilano CSRМ. June 2020–October 2020.
- St. Augustine Beach Shore Protection Project (SPP). April 2018–July 2018.



CMAR CONSULTING, LLC
Environmental & GIS Services

ALEXANDRA CARVALHO, PHD, GISP

President and Principal

<p>PROJECT ROLE Sr. Environmental Scientist/GIS Specialist</p> <p>YEARS OF EXPERIENCE Total: 26 With this firm: 13</p> <p>CERTIFICATIONS GISP #67414</p>	<p>EDUCATION PhD, Oceanography Florida Institute of Technology, 2000</p> <p>Graduate Postbaccalaureate Certificate in GIS Pennsylvania State University, 2017</p> <p>Licenciatura Marine Biology and Fisheries Universidade do Algarve, Portugal, 1993</p>
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KEY QUALIFICATIONS

Dr. Carvalho founded CMAR Consulting, LLC (CMAR), an MBE certified small business, in 2011. Dr. Carvalho has supported or managed more than 100 projects, for private and government clients.

REPRESENTATIVE PROJECT EXPERIENCE

St. Johns County GIS Data Analysis and Reporting. Prepared GIS products for reports and presentations to the County commissioners; conducted spatial data analysis; prepared GIS products in support of state and federal grant applications for hurricanes Mathew, Irma, Ian, and Nicole recovery efforts. GIS products included maps showing reach extents, shoreline ownership and cost sharing eligibility; borrow area location and characterization; public beach access inventory and damage assessment. In support of 2017 FEMA grant application, determined before and after Hurricane Mathew beach access damage assessments, calculating distances between structures/infrastructure and the shoreline.

FEMA Dune Enhancement Project, St. Johns County, FL. Work consisted of (1) GIS data analysis and reporting and (2) design maintenance of a Web map application. CMAR performed a Gopher Tortoise burrow location analysis and imported and exported data to Google Earth format for easier use by County Engineers. CMAR created ESRI ArcGIS versions of the construction templates and other baseline data and assembled a web map application that provided a project overview, tutorial, and 24-hour access and project progress updates for the public. Weekly construction updates showed completed and projected beach fill and dune planting progress.

South Ponte Vedra Beach Dune Restoration. Work consisted of (1) design and data upload of the project ESRI ArcGIS geodatabase, which included consolidating baseline, permitting, construction, and immediate post-construction data into a geodatabase; identifying data gaps; and tracking missing datasets; and (2) design maintenance of Web map applications. Assembled and updated daily (during construction) two web map applications that provided a project overview, tutorial, and 24-hour access and project progress updates to the County, project team and the public. Weekly updates (during construction) consisted in showing completed and projected beach fill and dune planting progress, sand ramps, pipeline locations and active pipeline corridors, as well as a link to the dredge's locations.

EIS for St. Lucie County South Beach and Dune Restoration Project, FL. One of the preparers of a third-party Environmental Impact Statement for restoring 3.8 miles of barrier island shoreline on South Hutchinson Island in southern St. Lucie County. The project consists of two discontinuous shoreline segments. The borrow area lies in state waters in approximately 40 ft of water.

MICHAEL MCLENDON
 Senior CEI Engineer



<p>PROJECT ROLE Inspector</p> <p>YEARS OF EXPERIENCE Total: 18 With this firm: 18</p> <p>PROFESSIONAL REGISTRATION EI, Florida, 1100010299</p>	<p>EDUCATION BS, Civil Engineering, University of Florida, 2005</p>
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KEY QUALIFICATIONS

Michael has more than 18 years of diverse experience with engineering and construction. He assists with construction plan QA/QC and constructability reviews for Gulfstream Design Group. Michael handles construction administration for several projects and coordinates the pre-construction, construction and closeout responsibilities. Michael assists the project manager with construction closeout and acceptance. Michael reviews subconsultant submittals for accuracy and conformance with applicable standards. This may include items such as the as-built and record drawings, geotechnical testing results, and closeout documents.

REPRESENTATIVE PROJECT EXPERIENCE

West Augustine Septic to Sewer Project in St. Augustine, FL. *Construction Inspector.* The project converted residential septic systems to sewer service. The project upgraded the utility service for several streets in the West Augustine area. Assisted in project inspection, tracking and closeout. Reviewed as-builts and closeout documents, Reviewed pay applications. Tracked project schedule. Coordinated with the residents and the contractors.

South Dixie Box Culvert Replacement in St. Augustine, FL. *Construction Inspector.* Worked with the design team and the contractor to oversee the construction of a replacement box culvert. Helped to identify and overcome numerous construction deficiencies. Worked to track all utility improvements and verify as-built drawings.

Colbert Landings Master Planned Development in Palm Coast, FL. Gulfstream Design Group prepared the Drainage and Grading master plans for the 482-lot single-family sub-division, coupled with the FEMA floodplain modeling, and compensating storage design. Following the final construction plan permitting, Mike began construction administration services including the development of schedules for design and construction. He also had to develop preparation of estimated quantities and costs, assisted in the evaluation of bids, handled response to RFI's, attended meetings with City staff as well as presented to the City Council. The construction is currently ongoing, and Mike regularly attends site inspections.





MICHAEL WHELAN

Senior Engineer

<p>PROJECT ROLE Sr. Inspector</p> <p>YEARS OF EXPERIENCE Total: 30 With this firm: 8</p> <p>PROFESSIONAL REGISTRATION PE, Florida, 55469 Diplomate of Coastal Engineering, American Society of Civil Engineers</p>	<p>EDUCATION MS, Engineering, Florida International University, 1994 BS, Engineering, Florida International University, 1992</p>
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KEY QUALIFICATIONS

Mr. Whelan specializes in leading civil site engineering and construction administration teams. In 2016, he successfully marketed and completed over \$6.2 million in design projects for private and municipal entities. He is responsible for the development of plans and specifications, construction administration, and construction inspection of projects, which include shoreline stabilization beach renourishment marina development, and utilities relocations. In 2010, Mr. Whelan earned the title of Diplomate in Coastal Engineering (DCE), from ASCE's Academy of Coastal, Ocean, Navigation, and Port Engineers. He was recognized as a Fellow by the Florida Engineering Society in 2013.

REPRESENTATIVE PROJECT EXPERIENCE

Bathtub Beach Nourishment Project, Martin County, FL. Assisted the county in supervision of the construction oversight design of beach fill for county park beach along MacArthur Boulevard, a major evacuation route.

FIND FL-8 Shoreline Stabilization, Flagler County, FL. Revised and updated shoreline revetment design, developed project manual including contract plans and technical specification, and administered the bid for the project. Managed project construction observation and administration.

FIND DU-9 Construction Observation Services, St. John's County, FL. Provided engineering support and construction observation services for construction of a U.S. Army Corps of Engineers dredged material management site.

Design and Permitting Services, 3rd Street Beach Access Ramp, New Smyrna Beach, FL. Project design engineer for development of a 170-linear foot concrete ramp that provides vehicular access from a city street to the existing beach dune in New Smyrna Beach. Developed project design and specifications; assisted in the permitting process.

PROFESSIONAL AWARDS

- Engineer of Record (EOR) of 2016 Florida Engineering Society Outstanding Technical Achievement Project
- Northeast Florida E-week Committee Engineer of the Year, 2014
- Engineer of Record (EOR) of 2012 Florida Engineering Society Outstanding Technical Achievement Project



INTERA-GEC Sunbiz Report, Licenses, and Certifications

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Foreign Limited Liability Company
INTERA-GEC, LLC

Filing Information

Document Number M20000006994
FEVEIN Number 85-2403537
Date Filed 08/12/2020
State TX
Status ACTIVE

Principal Address

9600 GREAT HILLS TRL
#300W
AUSTIN, TX 78759

Mailing Address

9600 GREAT HILLS TRL
#300W
AUSTIN, TX 78759

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Authorized Person(s) Detail**Name & Address**

Title MBR

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9600 GREAT HILLS TRL #300W
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Title MGR

GOSSELIN, MARK
2114 NW 40TH TERRACE, #A-1
GAINESVILLE, FL 32605

Title Authorized Representative

MELHEM, BONNIE
9600 GREAT HILLS TRL #300W
AUSTIN, TX 78759

Title MBR

BRADBERRY, JOHN
8282 GOODWOOD BLVD.
BATON ROUGE, LA 70806

Title MGR

FONTAINE III, CHARLES T
8282 GOODWOOD BLVD.
BATON ROUGE, LA 70806

Title Authorized Representative


MARKLAND, ERIC
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Annual Reports

Report Year	Filed Date
2022	01/28/2022
2023	01/11/2023
2024	01/09/2024

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ONLINE SERVICES **LICENSEE DETAILS** 8:48:46 AM 2/14/2024

Licensee Information


Name:	INTERA-GEC, LLC (Primary Name)
Main Address:	INTERA-GEC, LLC (DBA Name) 9600 GREAT HILLS TRAIL #300W AUSTIN Texas 78759
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	34334
Status:	Current
Licensure Date:	08/07/2020
Expires:	

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Licensee Information

Name:	INTERA INCORPORATED (Primary Name)
Main Address:	3025 LAKE PADGETT DR LAND O LAKES Florida 33558
County:	PASCO


License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	9062
Status:	Current
Licensure Date:	11/08/2001
Expires:	

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LICENSEE DETAILS 12:14:50 PM 2/14/2024

Licensee Information

Name:	GEC- GULF ENGINEERS & CONSULTANTS, INC. (Primary Name)
Main Address:	8282 GOODWOOD BLVD. BATON ROUGE Louisiana 70806
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	27657
Status:	Current
Licensure Date:	07/26/2007
Expires:	

sam.gov/content/status-tracker

Entity Information

Check Entity Status

This tool allows you to check the status of your entity.

Search by Unique Entity ID/CAGE
 Search entities pending Unique Entity ID assignment

Non-federal users: You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

Reset
Search

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- + Legend
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- + More Help

Entity Information

INTERA-GEC LLC Active Registration

Unique Entity ID: R9NHNBRQMU9

Your registration was activated on 2023-06-11. It expires on 2024-05-31, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

Validate Entity
Completed

Get Unique Entity ID
Completed

Core Data
Completed

Assertions
Completed

Reps & Certs
Completed

POCs
Completed


Submit
Completed

Processing
Completed

Active
Completed



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TRUDNAK, MICHAEL EDWARD
405 SOUTH ST
NEPTUNE BEACH FL 32266

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GOSSELIN, MARK STEVEN
11421 NW 17TH LANE
GAINESVILLE FL 32606

LICENSE NUMBER: PE54594

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KRECIC, MICHAEL R.
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DEMIR, HUSEYIN
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GAINESVILLE FL 32605

LICENSE NUMBER: PE21494



EXPIRATION DATE: FEBRUARY 28, 2025

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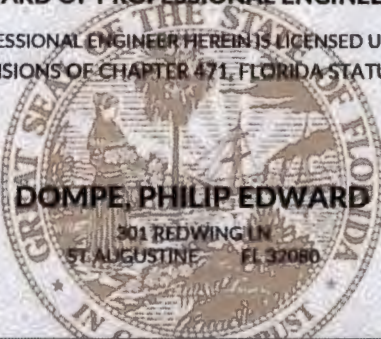
Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES




DOMPE, PHILIP EDWARD
301 REDWING LN
ST. AUGUSTINE FL 32080

LICENSE NUMBER: PE54571

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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STAPLES, TRACY JACQUELINE
2011 NW 43RD TERRACE
GAINESVILLE FL 32609

LICENSE NUMBER: PE98226

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Subcontractor Licenses and Certifications




Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB6487**
Expiration Date February 28, 2025


Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

ARC SURVEYING & MAPPING INC
5202 SAN JUAN AVE
JACKSONVILLE, FL 32210-3140



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.




Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS6131**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

RICHARD JOHN SAWYER
5202 SAN JUAN AVE
JACKSONVILLE, FL 32210-3140



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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State of Florida

Woman & Minority Business Certification

CMAR CONSULTING, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/19/2024 to 02/19/2026

J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 580
Tallahassee, FL 32309
850-467-0913
www.dms.myflorida.com/ood



This certifies that

Maria Alexandra S.A. Carvalho

*has met the standards for ethical conduct and professional practice as established by the
GIS Certification Institute for recognition as a*

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

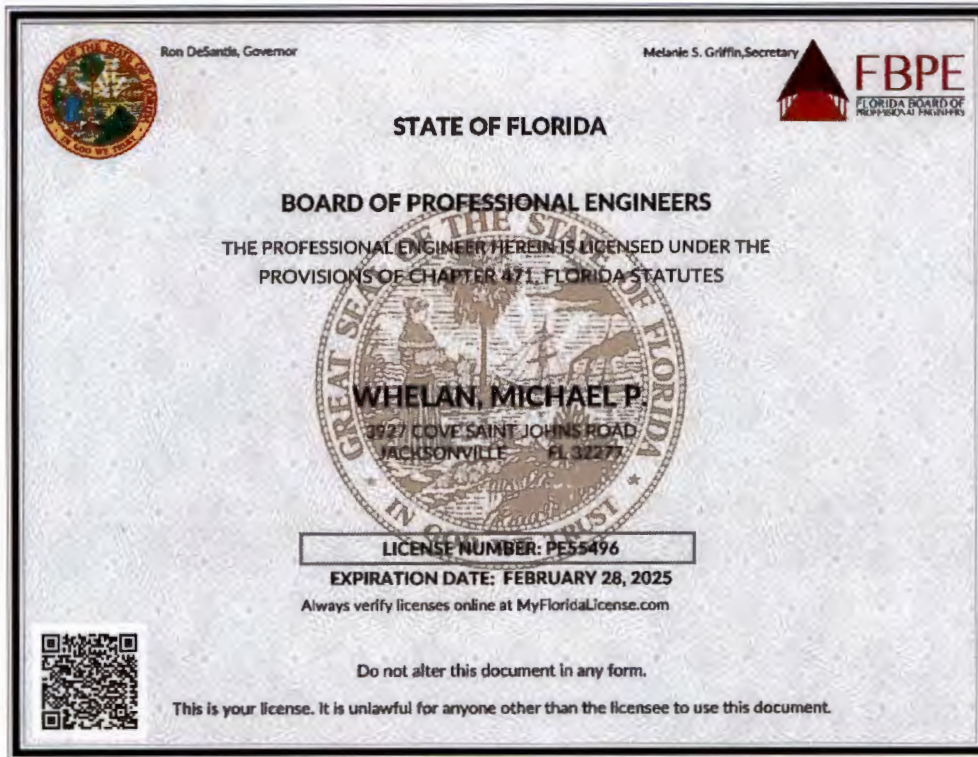
and is therefore entitled to all the rights and privileges thereunder.

*This grant of certification shall expire or be deemed inactive on 4/25/2025
unless, by that date, the individual shall have successfully completed recertification.*

Certification Number 6744 Date of Initial Certification 4/25/2011

Martin Roche, GISP
GISCI President

Tony Spicca, GISP
GISCI Executive Director



ONLINE SERVICES

LICENSEE DETAILS

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- AB&T Delinquent Invoice & Activity List Search

Licensee Information

Name:	MCLENDON, MICHAEL DAN WARD (Primary Name)
Main Address:	235 HAWTHORNE ROAD SAINT AUGUSTINE Florida 32086
County:	ST. JOHNS

License Information

License Type:	Engineering Intern
Rank:	Eng Intern
License Number:	1100010299
Status:	Current
Licensure Date:	10/20/2005
Expires:	

Special Qualifications Qualification Effective



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Alternate Names

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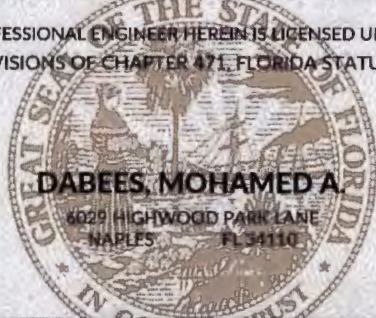
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DABEES, MOHAMED A.
6029 HIGHWOOD PARK LANE
NAPLES FL 34110

LICENSE NUMBER: PE58003



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DAMON, MARC JEAN JACQUES MARIE
20786 TORRE DEL LAGO STREET
ESTERO FL 33928

LICENSE NUMBER: PE70615

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MOORE, BRETT D.

5679 STRAND COURT
NAPLES FL 34110

LICENSE NUMBER: PE37326

EXPIRATION DATE: FEBRUARY 28, 2025

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INTERA-GEC Certificate of Insurance

Client#: 914933

INTERINC22

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2023

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

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

PRODUCER USI Insurance Services LLC - CL 4630 North Loop 1604 West Suite 410 San Antonio, TX 78249		CONTACT Danelle Touchstone PHONE (A/C No. Ext): 210 366-0671 FAX (A/C No.): 610 537-1904 E-MAIL ADDRESS: danelle.touchstone@usi.com	
INSURED INTERA-GEC, LLC 9600 Great Hills Trl Suite 300W Austin, TX 78759		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: Hartford - WC Multiple Issuing Cos INSURER C: Sentinel Insurance Company Ltd. INSURER D: INSURER E: INSURER F:	
		NAC # SURPLU 00914 11000	

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.

FORM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TYPE		INSUR.		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Bi/PD DED \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		ENVP000025423	06/01/2023	06/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		65UECZR3402	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ENVX000020623	06/01/2023	06/01/2024	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	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	65WBOL6H7Y	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		ENVP000025423	06/01/2023	06/01/2024	\$2,000,000 Aggregate \$1,000,000 Per Claim \$100,000 Deductible

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

The Excess Policy sits over the General Liability, Automobile Liability and Professional Liability limits. Professional Liability is on a claims made basis.

The General Liability and Automobile Liability policies include a blanket Additional Insured endorsement that provides Additional Insured status to St. Johns County, its elected officials, officers, employees, (See Attached Descriptions)

CERTIFICATE HOLDER St. Johns County, a political subdivision of the State of FL Attn: Purchasing Division 500 San Sebastian View Saint Augustine, FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 2
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DESCRIPTIONS (Continued from Page 1)

agents and representatives only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured.

The General Liability, Automobile Liability, and Workers Compensation policies provide a blanket Waiver of Subrogation in favor of Johns County, its elected officials, officers, employees, agents and representatives when required by written contract.

A thirty (30) days prior written notice of cancellation to certificate holder applies when required by written contract.

Section 3: Related Experience

The INTERA-GEC Team has helped counties and other local governments identify causes and develop innovative solutions for all types of coastal erosion problems. These solutions range from living shorelines to beaches with erosion control structures to revetments and seawalls. Appropriate solutions depend on factors that include long-term erosion rates, values of upland development, vital infrastructure protection, recreational interests, and wildlife habitat restoration.

INTERA and GEC have designed, permitted, and observed construction on hundreds of projects involving coastal structures throughout Florida and the southeastern U.S. To develop the design conditions for these projects, we utilize numerical models to simulate waves, currents, and water levels. We routinely apply 1-, 2-, and 3-dimensional hydrodynamic models, such as ADCIRC, AdH,



Under contract to Transystems, INTERA assessed the effects of the foundations of the planned replacement bridge over Sebastian Inlet to ensure any change in sediment transport does not interfere with inlet management bypassing practices and features, such as the sand trap inside the inlet.

CMS-Flow, EFDC, FESWMS, HEC-RAS, RMA2, RMA4, ROMS, and SRH-2D, to design breakwaters, groins, revetments, seawalls, and pile-supported structures; assess inlet effects on adjacent and inlet shorelines, evaluate tidal flushing and water quality, and tidal currents effects on sediment entrainment. Additionally, we also apply wave models, such as ACES, CGWAVE, CMS-Wave, RCPWAVE, STWAVE, SWAN, WAM, WHAFIS, and WISWAVE, to develop forcing conditions at the toes of breakwaters, groins, revetments, seawalls, and pile-supported structures; estimate sediment transport in the littoral zone; provide inputs to beach cross-shore erosion models; assess effects of structures (e.g., groins and breakwaters) on adjacent shorelines; and evaluate wave transmission over/through and around breakwaters. To assess storm damage risks to upland infrastructure, design the size of a beach restoration project, and help quantify beach restoration benefits, we apply shoreline change and beach cross-shore erosion models such as CCCL, GENESIS, SBEACH, and other in-house desktop assessment techniques.

Notably, our subcontractor, Humiston & Moore Engineers (H&M), brings much Florida-based experience with all phases of erosion control structure project implementation. H&M has successfully completed many coastal structures projects in Florida involving groins, T-head groins, spur jetties, and/or breakwaters since 1996. H&M co-founders Brett Moore and Ken Humiston are responsible for the development of the low-profile T-groin design that includes features which successfully minimize the common and ubiquitous problem of downdrift impacts normally associated with erosion control structures. This design has been successfully implemented at several



locations with severe and complex erosion problems, which have been performing very well, some for as long as 20 years.

The following table (Table 3.1) shows the breadth and depth of the INTERA-GEC’s Team’s related experience in the last 10 calendar years. The project descriptions following the table detail our team’s specific experience on these projects.



Table 3.1 Summary of INTERA-GEC Team Related Project Experience

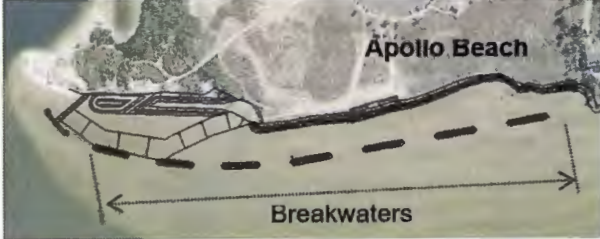


Project Name	Services				
	Beaches, Borrow Areas, and Structures Design and Permitting	Construction Plans and Specifications	Construction Phase Services	Environmental Assessments and Monitoring	Community Engagement
Doctors Pass Erosion Control Structures	X	X	X	X	X
Apollo Beach Nature Park Preserve Erosion Control and Beach Fill Project	X	X	X	X	X
Honeymoon Island Beach Restoration Project – Phases I & II	X	X	X	X	X
Hideaway Beach	X	X	X	X	X
North Keewaydin Island Erosion Control	X	X	X	X	X
Resort at Pedregal Beach Nourishment, Seawall, and T-groin Design and Construction	X	X	X	X	X
Puerto Los Cabos T-head Groin Field Design	X	X	X	X	X
I-275 at Sunshine Skyway Seawall Phase II – Wave Attenuation Device Design-Build	X	X	X	X	
Boulevard of the Arts Living Shoreline and Shoreline Protection Design	X	X	X		X
New St. Petersburg Pier	X	X	X		X
City of Naples Oyster Reef Project	X	X	X		X
Morgan Shoal Coastal Modeling for Chicago Shoreline Protection Alternatives	X	X		X	X
St. Johns County, FL, Alpine Groves Park Shoreline Restoration	X	X	X	X	
Summer Haven Revetment Design-Build	X	X	X	X	







Project Name	Services				
	Beaches, Borrow Areas, and Structures Design and Permitting	Construction Plans and Specifications	Construction Phase Services	Environmental Assessments and Monitoring	Community Engagement
Porpoise Point Vehicular Beach Access Ramp Improvements Design and Permitting Services	X	X	X		
Phased Design Build – SR A1A Emergency Seawall Project, Flagler and Volusia Counties	X	X	X	X	X
Study of Summer Haven River and Surrounding Areas	X	X		X	X
Flagler County Post-Storm Dune Restoration	X	X	X		
Volusia County, FL, New Smyrna Beach Post-Nicole Beach Restoration	X	X	X	X	X
Volusia County, FL, Daytona Beach – Ponce Inlet Beach Restoration	X	X	X	X	X
St. Johns County, FL, South Ponte Vedra Park Dune Restoration	X	X	X	X	




Project Title:	<i>Doctors Pass Erosion Control Structures</i>
Location:	Doctors Pass, Collier County, FL
Owner Name:	Collier County — Andy Miller, PE., Manager Coastal Management Program Capital Project Planning, Impact Fees and Program Management
Address/Phone/Email:	2685 South Horseshoe Drive, Unit 103, Naples, Florida 34104 / 239-252-2922 / Andrew.Miller@colliercountyfl.gov
Project Duration:	2014-2018 (Design, Permitting, Construction Phases)
Project Cost:	Professional Services: ~\$200,000 Construction (2018): ~ \$2.1M
Description:	<p>Humiston & Moore Engineers designed, permitted, and provided construction phase services for the implementation of the Doctors Pass Erosion Control Structures project. The project included the restoration of the south jetty at Doctors Pass, adding a jetty spur, breakwater, low profile detached groin and small groin refurbishment downdrift. This area was one of the highest eroding shorelines of Collier County, and numerous beach fill operations were unsustainable. To minimize downdrift impacts, the structures are permeable (i.e., not sand tight to allow sand to pass through) and the project area receives periodic sand placement from the maintenance dredging of Doctors Pass.</p> <p>Five years of post-construction monitoring have indicated the project has improved shoreline resiliency and habitat, created sustained upland storm protection, and provided a cost-effective solution to the high background erosion. Background erosion criteria established mitigation triggers (specified in the FDEP permit) which were not exceeded; hence, no mitigation or project adjustments have been required.</p>
 <p>Doctors Pass Aug 24, 2018</p>  <p>5 years post construction March 26, 2023</p> <p><i>Pre- and Post-construction Conditions</i></p>	
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, construction phase services, environmental monitoring, community engagement.

Project Title:	<i>Apollo Beach Nature Trail Shoreline Restoration Project</i>
Location:	Apollo Beach, Hillsborough County, FL
Owner Name:	Hillsborough County — Ross Dickerson, Environmental Lands Manager
Address/Phone/Email:	601 East Kennedy Blvd., Tampa, FL 33602 / 727-452-1389 / dickersonR@hillsboroughcounty.org
Project Duration:	2014-2015
Project Cost:	Design/Professional Services: ~\$150,000 Construction (2017): ~ \$2.2M
Description:	<p>The Apollo Beach Nature Preserve is located at the North end of Apollo Beach in Tampa Bay, Hillsborough County, Florida. The north end of the Island has been experiencing chronic erosion following the construction of revetments along much of the private properties south of the preserve. A revetment, installed on a portion of the Preserve’s property in 2010, was causing downdrift impacts further north on the preserve and was needing repair. Humiston & Moore Engineers (H&M) was selected as part of the Hillsborough County Project Team for the Apollo Beach Nature Preserve Shoreline Restoration Project led by Flores Construction Co. The project construction started in December 2014 and includes 7 breakwaters and an innovative terminal T-groin designed to reduce sand losses to the navigation channel and protect the recreational beach area. The project also includes restoration of the upland revetment and placement of beach fill, dune restoration, and seagrass mitigation.</p> <p>H&M’s tasks included a regional model study, focused inlet and nearshore processes modeling, long-term inlet evolution modeling, wave and sediment transport modeling, analysis of erosion control alternatives, sand compatibility analysis, design and permitting, contract document preparation, construction observation, and post-construction monitoring.</p>
 <p>Apollo Beach</p> <p>Breakwaters</p>	
 <p>Jan 07, 2015</p> <p>Construction (Jan 2015)</p>	
 <p>>1 YR Post-Construction (March 2017)</p>	
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, construction phase services.



Project Title:	Honeymoon Island Beach Restoration Project – Phases I & II & 2021 Beach Fill (three phases)
Location:	Honeymoon Island, Pinellas County, FL
Owner Name:	FDEP — Terry McCullum, Jr., PMP® Project Manager, FDEP Bureau of Design and Construction
Address/Phone/Email:	3900 Commonwealth Boulevard, MS 520 Tallahassee, FL 32399 / 850-245-2466 / Terry.McCullum@FloridaDEP.gov
Project Duration:	2004-2021 (Design, Permitting, Construction Phases)
2015 Project Cost:	Prof. Services~\$450,000, Construction: ~ \$4.6M
2021 Project Cost:	Prof. Services~\$150,000, Construction: ~ \$1.8M
Description:	<p>Honeymoon Island State Park consists of an artificial headland suffering from chronic erosion since 1970s. In 2007, Humiston & Moore Engineers (H&M) incorporated a T-groin design into the first phase of a beach restoration project, which involved the dredging of approximately 140,000 cy of sand from the ebb shoal and re-aligned sustainable navigation channel at Hurricane Pass. The erosion control structure was effective in slowing the erosion within the area of influence of the structure as compared with a 1989 beach restoration project that lost its 230,000 cy of placed sand from erosion within 2 years. Following performance review, FDEP stated, “The T-groin has clearly not caused an adverse <i>down-drift</i> impact on the park’s southern shoreline, as a substantial quantity of the project fill has bypassed through the groin.” H&M has since designed, permitted, and overseen construction of three additional T-groins (Phase II) and the placement of 163,000 cy of sand from the Hurricane Pass navigation channel and outer ebb shoal in November 2015 as well as the placement of 170,000 cy in 2021. The project added a second renewable sand source from an accretional sand spit at the south end of Honeymoon Island. The T-groins provided protection to the uplands, established a sustainable shoreline, and allowed the placed fill to act as a feeder beach to the adjacent beaches. Both borrow areas achieved sufficient recovery (i.e., natural infilling) to support a fourth project planned for 2025.</p>
    <p><i>Pre- and Post-construction Conditions</i></p>	
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, construction phase services, environmental monitoring, community engagement.

Project Title:	<i>Hideaway Beach, Marco Island, Collier</i>
Location:	Marco Island, Collier County, FL
Owner Name:	City of Marco Island — Justin Martin, P.E., Public Works Director
Address/Phone/Email:	City of Marco Island Public Works, 1310 San Marco Rd., Marco Island, FL 34145 / 239-389-5184 / JMartin@cityofmarcoisland.com
Project Duration:	1997 - on going
2023 Project Cost:	Design/Professional Services: ~\$350,000 Construction (2023): ~ \$4.2M
Description:	Hideaway Beach represents the north part of Marco Island along a complex inlet system of Big Marco Pass and Capri Pass. The inlet dynamics and wave exposure subjected the upland community of Hideaway Beach to chronic erosion over the past few decades. Humiston and Moore Engineers (H&M) provided leading coastal engineering services to the City of Marco Island and Hideaway Beach to stabilize and maintain the beach and adjacent critical wildlife areas. The Hideaway Beach stabilization included design and permitting of erosion control structures and a borrow area for beach fill, incorporation of natural and nature-based features, and project management. To document and assess the downdrift impacts of the erosion control structures, the structures were designed, constructed, and monitored in stages, starting with temporary structures in 1997 followed by three phases of permanent structures constructed in 2005, 2010 and 2013. The successful performance of each phase, as documented by post-construction monitoring, allowed for the eventual construction of the full project. H&M also completed a major ecosystem restoration project for the tidal lagoon, sand spit, and Hideaway Beach in 2023 as part of the on-going management of the inlet system.
	
<i>Hideaway Beach Erosion Control Structures- May 2023</i>	
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, construction phase services, environmental monitoring, community engagement.



Project Title	<i>Keewaydin Island Erosion Control</i>
Location	Keewaydin Island, Collier County, FL
Owner Name:	Previous Private owner – Attn: Jim Murphy
Address/Phone/Email:	Address N/A / 239-253-7179 / JimM@ccnaples.com
Project Duration:	2003 - present
Project Cost:	Proprietary
Description:	<p>The south jetty at Gordon Pass was constructed in 1960 when Gordon Pass became a Federal Navigation Project. Fifty years of dredging the inlet modified the system and erosion stresses resulted in a chronic erosion problem on the north end of Keewaydin Island. Sand maintenance-dredged from Gordon Pass has historically been placed on Keewaydin Island but typically erodes within two years. Humiston and Moore Engineers (H&M) has been working for the upland property owner of the north mile of Keewaydin Island bordering Gordon Pass since 1990. The owners have changed over time, and H&M has remained Engineer of Record for the Erosion Control Project design, permitting, phased implementation, and monitoring. Since 2000, a series of projects designed by H&M have been implemented along with an annual monitoring program. These projects include:</p> <ul style="list-style-type: none"> a) Sand tightening the south jetty (2002-2003) b) Erosion Control Project Phase I (2003) – included three T-groins constructed in 2003 and monitored until 2010. c) Support for USACE Dredging & Beach Fill (2003) d) Support for USACE Dredging & Beach Fill (2010) e) Erosion Control Project Phase II (2012) – constructed two breakwaters and detached groins. f) Erosion Control Phase I Maintenance (2013) g) Support for USACE Dredging & Beach Fill (2016) h) Support for USACE Dredging & Beach Fill (2020) <p>H&M has monitored the performance and effects of the erosion control structures since 2003. Background erosion criteria established mitigation triggers (specified in the FDEP permit) which were not exceeded; hence, no mitigation or project adjustments have been required.</p>
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, construction phase services, environmental monitoring, community engagement.



Keewaydin Island Erosion Control Structures

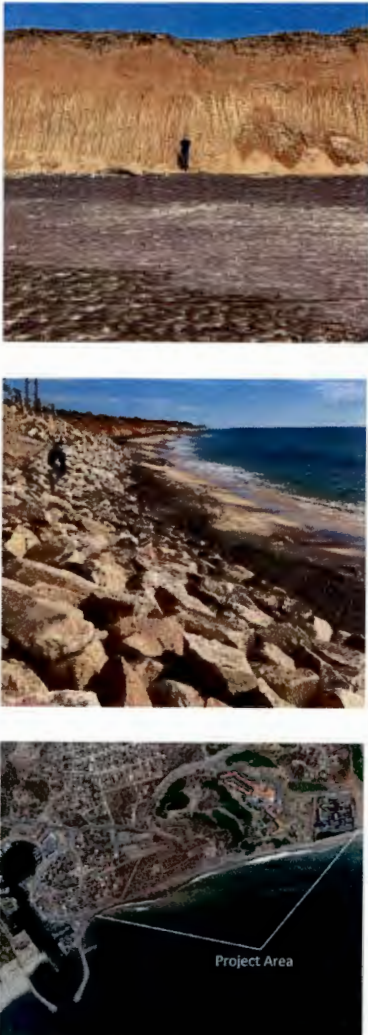
Project Title:	<i>Resort at Pedregal Beach Nourishment, Seawall, and T-groin Design and Construction</i>
Engineer:	INTERA Incorporated
Location:	Cabo San Lucas, B.C.S., Mexico
Owner Name:	Waldorf Astoria Los Cabos – Fernando Flores, CHA
Address/Phone/Email:	Cam. Del Mar 1, Pedregal, 23455, Cabo San Lucas, B.C.S., Mexico/ +52 624-184-1400 / Fernando.Flores@waldorfastoria.com
Project Duration:	2006 – Present
Project Cost:	Design/Professional Services: ~\$200,000 (to date)
Description:	<p>In 2006, INTERA provided coastal engineering design criteria and toe protection design for a seawall to protect the resort. The beaches adjacent to the resort experienced major erosion during the uncharacteristically active 2014 Eastern Pacific hurricane season (21 named storms) and 2015 season affected by the El Nino weather pattern. As a result, the beaches suffered more erosion exposing the buried toe protection. The seawall survived but guest access to the beach was hindered. INTERA was tasked with developing a plan to widen the beach berm. INTERA identified a series of 3 T-head groins with beach fill. INTERA designed these groins to have no effect on the downdrift beaches, which also included numerous resorts. INTERA developed plans and specifications, assisted with permitting, and obtained and evaluated construction bids. The final phase included construction observation and review of contractor submittals. The tunnel through the cliff to reach the resort limited the size of the rock and necessitated delivering the rock one at a time. Construction was completed in 2020. Subsequent monitoring has shown that the project has performed exceptionally well, protecting the resort from extreme waves during Hurricane Hillary (Category 4) in 2023, and showing no signs of adversely affecting the downdrift shoreline.</p> <p>For the design phase, SWAN simulated wave generation by wind forces. To determine the extreme conditions for the design, INTERA hindcasted the waves and water levels during Hurricane Odile with the SWAN+ADCIRC model. Model results provided design wave heights and angles for structural and beach retention design as well as inputs for calculating longshore sediment transport potential (LSTP). Based on the design sea state, LSTP, and a minimum target shoreline position, INTERA identified T-head locations and configurations. With the conceptual three T-head groin field established, INTERA ran model simulations to assess wave runup levels, post storm cross shore erosion (with USACE’s SBEACH), and downdrift effects to size the armor stone and orient the groin heads to achieve the target shoreline position without affecting downdrift beaches by placing the structures only in areas of decelerating or stable LSTP gradients. The groins moved the shoreline seaward to reduce wave runup levels at the resort’s infrastructure during large swell events. INTERA continues to provide consulting services.</p>
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, construction phase services



The seawall has withstood multiple design events.




Constructed T-groins and Nourished Beach


Project Title:	<i>Puerto Los Cabos T-head Groin Field Design</i>
Engineer:	INTERA Incorporated
Location:	Puerto Los Cabos, San Jose del Cabo, B.C.S., Mexico
Owner Name:	Marina La Playita – Miguel Angel Lara Cruz, Infrastructure Planner/Designer
Address/Phone/Email:	Bldv. Mar de Cortes s/n, Col. La Playita, 23403, San Jose del Cabo, B.C.S., Mexico/ +52 624-167 6074 / mlara@puertoloscabos.com
Project Duration:	2022 – 2023
Project Cost:	Design/Professional Services: ~\$90,800
Description:	<p>The shoreline downdrift of the marina jetties at Puerto Los Cabos (PLC) receded more than 80 meters (m) from 2006–2019. Depending on the severity of storms, the annual shoreline rate has ranged from approximately 4–7 m/yr. The reduced beach width has led to severe erosion of the uplands, a very steep bluff escarpment, and loss/degradation of marine turtle nesting habitat. In response to damage caused by Hurricane Odile in 2014, PLC constructed a riprap revetment extending along approximately 300 m of the curvilinear shoreline adjacent to the east jetty to protect public facilities. However, approximately 1,600 m of beach and uplands remain vulnerable to storm damage, which recently has occurred with increasing frequency.</p> <p>To stabilize the shoreline, reduce runoff levels, and protect the berm and bluff by maintaining a wide dissipative beach, PLC contracted INTERA to design a series of T-head groins along the shoreline east of the marina. INTERA analyzed historic data and simulated hydrodynamic and wave conditions with SWAN+ADCIRC to determine design wave heights and angles for structural and beach retention design as well as inputs for calculating longshore sediment transport potential (LSTP). Based on the design sea state, LSTP, and a minimum target shoreline position, INTERA identified T-head locations, configurations, and armor and bedding stone sizes. With the conceptual T-head groin field established, INTERA ran model simulations to assess wave runoff levels, post storm cross shore erosion (with U.S. Army Corps of Engineers’ SBEACH), and downdrift effects to size the armor stone and orient the tunable groin heads to achieve the target shoreline position without affecting downdrift beaches by placing the structures only in areas of decelerating or stable LSTP gradients. Additionally, INTERA subcontracted turtle nest monitoring experts to evaluate and prepare a report regarding the potential impacts and anticipated benefits of the groins in support of the upcoming permitting process.</p> <p>PLC initially prioritized the first 700 m of unprotected shoreline that contained valuable upland property between the east jetty and a small arroyo. After growing concern of erosion fronting the Secrets Puerto Los Cabos Golf & Spa Resort, PLC added 500 m to the project area. After Hurricane Kay caused extreme erosion of the beach and bluff in September 2022, PLC added another 400 m to the project area. In anticipation of these potential changes, INTERA conducted the initial coastal engineering analyses in a manner that allowed prompt and cost-effective design revisions.</p>
 <p><i>Project Site Conditions</i></p>	
Relevance to RFQ:	Structures design and permitting, environmental monitoring

Project Title:	<i>I-275 at Sunshine Skyway Seawall Phase II – Wave Attenuation Device Design-Build</i>
Engineer:	INTERA Incorporated
Location:	Manatee County, FL
Owner Name:	Transystems – John Hartland, PE, Vice President, Senior Bridge Design Leader
Address/Phone/Email:	201 East Kennedy Boulevard, Suite 1260, Tampa, FL 33602 / 813-435-8283 / jshartland@transystems.com
Project Duration:	2022 to 2023
Project Cost:	\$52,100
Description:	<p>INTERA, as a subcontractor to Transystems, part of design-build team (led by contractor, Vecellio & Grogan, Inc.) to help design, permit, and construct two breakwaters located 200 feet offshore the south Skyway fishing pier access road. The FDOT desired the breakwaters limit wave energy reaching the recently repaired seawall and fishing pier access road and provide up to six acres for seagrasses to grow behind the breakwater as future environmental impact mitigation. INTERA designed the breakwaters to meet the performance criteria for stability under 50-year return period conditions, wave transmission under three storm surge height scenarios, and providing minimum acreage for new seabed growth areas. Critical elements included ensuring the breakwaters attenuate at least 70% of the wave energy at the existing seawall during the three surge events and minimizing and preventing scour along the seaward faces and breakwaters’ ends.</p> <p>The design-build team desired a double row of Living Shoreline Solutions’ Wave Attenuation Devices (WADs) to create the two breakwaters. The units composing the breakwater at Location #1 consist of 8.5-ft-tall WADs with two-foot-tall bases to create total unit heights of 10.5 ft. Each unit weighs approximately 13,800 pounds (lbs). The units composing the breakwater at Location #2 consist of 8.5-ft-tall WADs with each weighing approximately 8,900 lbs. This project represented the first time any state or federal agency has deployed them. The WADs fixed height, wave transmission criteria, and size of the new seagrass beds dictated the breakwaters’ locations. During construction, Hurricane Idalia affected the area. While the scour protection was only partially installed, the integrity and functionality of the WADs was unaffected.</p> <p>ACEC-FL awarded this project one its 2024 Grand awards for engineering excellence.</p>
Relevance to RFQ:	Structures design and permitting, construction phase services



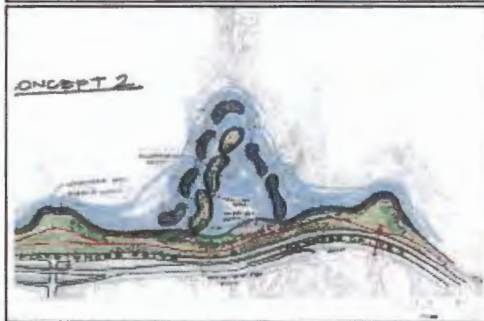
Project Title:	<i>Boulevard of the Arts Living Shoreline and Shoreline Protection Design</i>
Engineer:	INTERA Incorporated
Location:	Sarasota, FL
Owner Name:	Cardno (now Stantec) – Christopher Gamache, PE, Senior Structural Engineer
Address/Phone/Email:	380 Park Place Blvd., Suite 300, Clearwater, FL 33759 / 727-431-1615 / christopher.gamache@stantec.com
Project Duration:	2018
Project Cost:	\$22,000
Description:	 <p>The City of Sarasota requested a conceptual design of the revetment shoreline protection at 1000 Boulevard of the Arts and adjacent riprap breakwater at 1001. The breakwater intends to protect mangrove plantings along the 1001 property creating a living shoreline to stabilize the shoreline and reduce overtopping damage to an existing seawall caused by storm surge events. As a subcontractor to Cardno, INTERA developed design wave and surge criteria, sized the armor stone protection for both the shoreline protection and the four segmented breakwaters, and determined both the plan and vertical extents of the coastal structures. Wave transmission over, through, and around the breakwaters dictated their extents in providing relatively calm waters during normal conditions to allow mangrove growth while forming a robust enough structure to protect the shoreline from significant storm surge events.</p>
Relevance to RFQ:	Structures design and permitting

Project Title:	<i>The New St. Petersburg Pier</i>
Engineer:	Humiston & Moore Engineers
Location:	St. Petersburg, Pinellas County, FL
Owner Name:	Raul Quintana
Address/Phone/Email:	Raul.Quintana@stpete.org
Project Duration:	2017-2021
Project Cost:	Construction: \$56,000,000
Description:	Humiston and Moore Engineers, as part of the design team, provided design, permitting, and construction observation services of marine construction elements for the new St. Petersburg Pier, including beach design, breakwaters, revetments, old seawall relocation and coastal engineering support to main pier design. Coastal engineering support of the pier design included regional wave modeling for Tampa Bay and wave loadings on pilings, buildings, and the pier deck. Design considerations for the adjacent park included creation of a pocket beach (Spa beach) with offshore breakwater and oyster reef and enhancement to sea grass bed area.
	
<i>New St. Pete Pier Breakwaters & Spa Beach Area Design</i>	
Relevance to RFQ:	Structures design and construction phase services

Project Title:	<i>City of Naples Oyster Reef Project</i>
Engineer:	Humiston & Moore Engineers
Location:	Naples Bay, Collier County, FL
Owner Name:	City of Naples Natural Resources Division
Address/Phone/Email:	295 Riverside Circle, Naples, FL 34102 / 239-213-1031
Project Duration:	2018-2019
Project Cost:	Construction: ~\$872,331
Description:	The City of Naples selected Humiston & Moore Engineers (H&M) to assist with the design and construction of the Oyster Reef in Naples Bay. The reef consists of 3 chevron shaped breakwaters constructed with reef balls, and 25 reef units consisting of shell clutch and rocks restoring 5 acres of oyster reef habitat in Naples Bay. The project aims to mitigate for the 80% decline in oyster habitat in recent decades due to urbanization and channelization, improve shoreline resiliency through protection from storm and boat wakes, and improve water quality through restoration of filter-feeders. The project was completed in June 2019.
	
Relevance to RFQ:	Structures design and construction phase services





Project Title:	<i>Morgan Shoal Coastal Modeling for Chicago Shoreline Protection Alternatives</i>
Engineer:	INTERA Incorporated
Location:	Chicago, IL
Owner Name:	Stantec – Beth Knackstedt, PE, Vice President, Regional Delivery Lead
Address/Phone/Email:	350 N. Orleans St., Suite 8000N, Chicago, IL / 312-831-3000 / beth.knackstedt@stantec.com
Project Duration:	2014-2015
Project Cost:	\$44,000
Description:	<p>The City of Chicago and Chicago Department of Transportation act as local sponsors for the federal Chicago Shoreline Protection Project, which provides protection to the Lake Michigan shoreline and Lake Shore Drive, a major transportation artery. Taking advantage of a large bedrock outcropping (Morgan Shoal) that lies just offshore, the local sponsors considered an alternative shoreline protection scheme — a series of offshore breakwaters/islands to support ecological functions/habitat in their lee—in lieu of the National Economic Development (NED) plan’s rubblemound revetment along the 45th Street to 51st Street segment of this federal shore protection project. As a subcontractor to MHW (now Stantec), INTERA designed the shoreline structures to meet the level of protection specified by the NED plan.</p> <p>INTERA defined the appropriate wave climate near the project by employing CMS-Wave and examined breakwater/island configurations and substrate stability in their lees via empirical formulas and desktop assessment tools. Initial alternatives consisted of a series of islands or breakwaters with sand, gravel, and cobble habitat substrates behind the islands or breakwaters. INTERA assessed breakwater configurations to ensure that they provide the same level of wave overtopping as a standalone, onshore revetment.</p> <p>Based on feedback solicited at public meetings, many wanted to preserve the shoal and suggested a scaled back shoreline alternative. The reduced conceptual plan consisted of an onshore rubblemound revetment with an amphitheater area (comprising special placement of cut stone) and a small pebble beach, to mimic the existing pebble beach, in front of the amphitheater toe. INTERA developed typical sections of the rubblemound revetment including areas where the shoreline extended into the lake beyond the existing shoreline and the amphitheater area. We also participated in a meeting with the USACE Chicago District to ensure the design met federal and NED standards.</p>
Relevance to RFQ:	Structures design, preliminary plans, community engagement

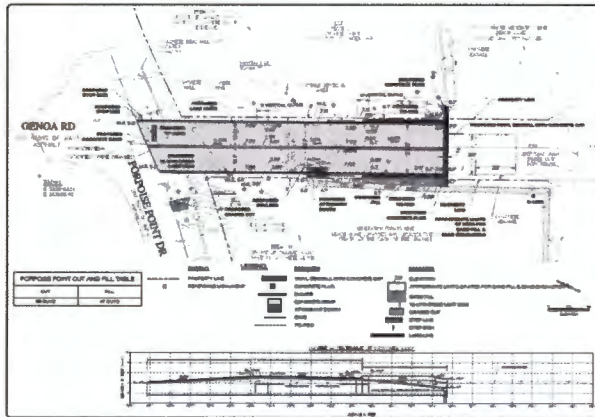


Project Title:	<i>Alpine Groves Park Shoreline Restoration</i>
Engineer:	INTERA-GEC, LLC
Location:	St. Johns County, FL
Owner Name:	St. Johns County Public Works – Robert Stagliano, Project Manager/Construction, Engineering Division
Address/Phone/Email:	2750 Industry Center Rd, St. Augustine, FL 32084 / 904-209-0277 / rstaglianos@sjcfl.us
Project Duration:	2022 to Present
Project Cost:	Design/Professional Services: ~\$89,700 Construction (ongoing, 2024): ~\$659,000 (low bid)
<div data-bbox="191 640 548 913" data-label="Image"> </div> <p data-bbox="191 919 381 945"><i>Pre-construction</i></p> <div data-bbox="191 982 548 1444" data-label="Image"> </div> <p data-bbox="191 1451 418 1476"><i>During construction</i></p>	<p>Description: Hurricanes Matthew (2016) and Irma (2017) as well as subsequent storms caused severe erosion of the shoreline and geologically unique bluff (~17' high) of Alpine Groves Park, located along the eastern shoreline of the St. Johns River. The erosion produced a near vertical escarpment along the majority of the park's un-protected shoreline, undermining and falling several large diameter historic oak trees. To restore and prevent further erosion of the bluff, INTERA-GEC provided professional engineering design and permitting services and bidding assistance for a hard shoreline stabilization structure. The selected design, best meeting the County's goals and objectives, consists of a rock rip rap revetment designed to minimize impacts to existing wetland vegetation, prevent bluff erosion, and minimize future maintenance requirements.</p> <p>INTERA-GEC provided the following services:</p> <ul style="list-style-type: none"> • Site assessment including mapping/characterization of environmental resources and a wetland delineation survey; • Project design, from conceptual design thru final design, for a shoreline revetment and bluff restoration, including fill and grading and native plantings; • Permitting, via the U.S. Army Corps of Engineers (USACE) and the St. Johns River Water Management District (SJRWMD); • Development of technical specifications and construction drawings; • Preparation of an Opinion of Probable Cost; • Attended a pre-bid meeting and prepared responses to technical questions from prospective bidders; <p>The revetment ties into adjacent shorelines such as to ensure the shoreline does not act as a riverward protrusion that focuses wave energy on these shorelines. Construction is currently ongoing.</p>
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, opinions of probable cost, bidding assistance, construction phase services

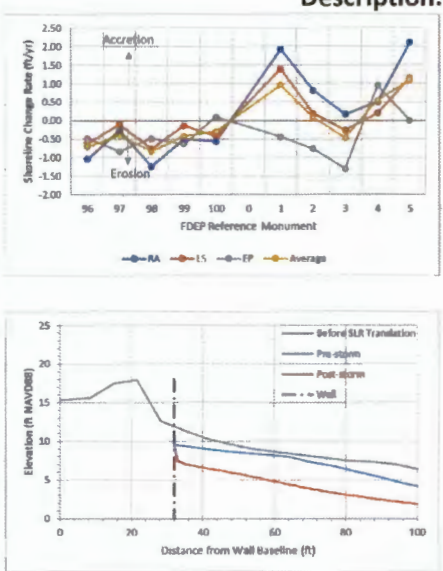


Project Title:	<i>Summer Haven Revetment Design-Build</i>
Engineer:	INTERA Incorporated
Location:	St. Johns County, FL
Owner Name:	DRMP – TJ Lallathin, PE, DBIA, Senior Vice President of Alternative Delivery
Address/Phone/Email:	941 Lake Baldwin Lane, Orlando, FL 32814 / 407-896-0594 / tlallathin@drmp.com
Project Duration:	2022 to 2023
Project Cost:	Design/Professional Services: \$68,900
Description:	<p>On behalf of St. Johns County, INTERA, as a subcontractor to DRMP, is working with the design-build team (led by Superior Construction) on this FEMA-funded project to restore an existing rock revetment along the Atlantic Ocean shoreline after damages incurred during Hurricane Matthew (2016). In lieu of the revetment, INTERA recommended the contractor propose a seawall with some additional rock to reduce costs and meet the FEMA funding restrictions. INTERA calculated scour at the toe of the proposed seawall, developed toe berm rock sizes, calculated wave overtopping rates for drainage analyses and provided technical assistance during environmental permitting.</p> <p>INTERA modeled the waves with SWAN and utilized SBEACH to assess design wave and beach conditions. It utilized FEMA’s water levels and the simulated design waves to estimate wave overtopping rates to determine total overtopping water volumes expected during a design storm to satisfy FEMA requirements.</p> <p>The design ensures the wall ties back into the existing dune to the north and rock revetment to the south such that the erosion does not flank the seawall. Additionally, INTERA recommended the additional rock at the north end of the seawall tie-in as that end consisted of scattered small rock and concrete debris. Finally, the wall locates as far landward as practical to limit its interaction with the beach.</p>
  <p><i>Existing Roadway and Revetment</i></p>	
Relevance to RFQ:	Structures design, permitting support

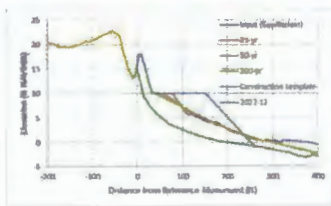
Project Title:	<i>Porpoise Point Vehicular Beach Access Ramp Improvements Design and Permitting Services</i>
Engineer:	INTERA-GEC, LLC
Location:	Porpoise Point, St. Johns County, FL
Owner Name:	St. Johns County Public Works – Chris Langford, Project Manager
Address/Phone/Email:	719 S. Woodland Blvd. MS-2-542, Deland, FL 32720 / 904-814-6072 / clangford@sjcfl.us
Project Duration:	2024 (ongoing)
Project Cost:	\$49,974
Description:	<p>Porpoise Point Drive currently experiences nuisance flooding caused by (1) wave runup and overwash at the vehicular beach access ramp during high tide and storm events and (2) stormwater runoff. In response to the nuisance flooding, the County pumps stormwater to the adjacent St. Augustine Inlet after the flooding events. INTERA-GEC is providing design and permitting services for improvements that include raising the existing grade of the ramp, installing a perimeter bulkhead around the seaward limits of the ramp, and paving the existing un-paved ramp. The proposed project is expected to reduce but not eliminate flooding caused by runup and overwash. Work also includes developing opinion of probable cost. Future work will include construction phase services.</p> <p>The design includes shore parallel walls extending from the ramp outside of the County right-of-way. This is to "close the gap" that would result between the adjacent private walls and the ramp walls. These parallel walls will benefit the adjacent properties and increase the resiliency of the adjacent properties after storms.</p>
Relevance to RFQ:	Structures design and permitting, construction plans and specifications, opinion of probable costs, construction phase services



Project Title:	<i>Phased Design Build – SR A1A Emergency Seawall Project, Flagler and Volusia Counties</i>
Engineer:	INTERA Incorporated
Location:	Flagler and Volusia Counties, FL
Owner Name:	Kisinger Campo & Associates, Kevin Tasillo, PE, PTOE
Address/Phone/Email:	111 N. Magnolia Ave., STE 1050, Orlando, FL 32801 / 407-426-7307 / ktasillo@kcaeng.com
Project Duration:	2023 to Present
Project Cost:	\$99,922.68
Description:	<p>In response to hurricanes Ian and Nicole (2022), the FDOT would like to install two secant seawalls along SR A1A to protect the roadway from Atlantic Ocean hurricane surges and waves. One segment extends from the S. Central Avenue in Flagler County to one-half mile north of High Bridge Road in Volusia County (approximately 7,000 feet [ft]). The other segment extends approx. 2,300 ft from Marlin Drive to Sunset Drive in Volusia County. As part of the design-build team (KCA/Superior Construction), INTERA quantified potential erosion and toe scour a seawall might experience to aid in the design of the walls. Specifically, INTERA analyzed historical beach profiles and shoreline changes, simulated shoreline responses to 50-year storms (with sea level rise) utilizing USACE’s cross-shore erosion model (SBEACH), and estimated local scour.</p> <p>The design ensures the wall locates as far landward as practical to limit its interaction with the beach under normal conditions. It also includes a vegetated dune seaward of the wall. INTERA recommended having the new dunes taper to the existing dune lines at ends of the walls to improve the longevity of the dune (and increase the time of potential wall exposure) as the ends of fills typically erode fastest.</p>
Relevance to RFQ:	Structures design and permitting, construction phase services



Project Title:	<i>Study of Summer Haven River and Surrounding Areas</i>
Engineer:	INTERA-GEC, LLC
Location:	St. Johns County, FL
Owner Name:	St. Johns County Disaster Recovery, Damon Douglas, Coastal Manager
Address/Phone/Email:	3171 Coastal Highway, St. Augustine, FL 32084 / 904-209-1794 / ddouglas@sjcfl.us
Project Duration:	2022 to Present
Project Cost:	\$361,400
Description:	<p>The Summer Haven River, providing a tidal connection between Matanzas Inlet and the Intracoastal Waterway (ICWW), lies immediately behind a narrow barrier island historically susceptible to dune erosion, overwash, and breaches during severe storms. Since 2016, repeated efforts (in 2016, 2017, 2019, and 2021) to partially restore the river’s flow by excavating the overwash sediment and rebuilding the adjacent berm/dunes have been necessary due to repeated breaching of the island. Realizing only partial and temporary success from these repeated small-scale efforts, St. Johns County contracted INTERA-GEC to conduct a study to identify an environmentally and financially sustainable long-term solution to maintain the river flow.</p> <p>To achieve the understanding required to effectively identify and evaluate potential solutions, INTERA-GEC conducted a comprehensive topographic and bathymetric survey, developed a sediment budget of the Matanzas Inlet system, and analyzed the waves and hydrodynamics throughout the study area. Results of this coastal processes analysis led to development of an array of potential solutions, and further evaluation identified the solutions that could potentially achieve the study goals and qualify for state and federal authorization. The study also identified potential funding sources and partners.</p> <p>Specific tasks involved, in part, a historic mean high water shoreline and beach volume change analysis; compilation and review of historic dredging and beach fill placement records, including Florida Inland Navigation District’s (FIND) ICWW maintenance dredging and dredge material management area offloading events; evaluation of the physical environment (e.g., winds, waves, storm surge) and natural resources; investigation of the inlet’s historic channel and shoreline evolution and its correlation with present erosion issues; application of the SWAN wave model to investigate wave patterns and longshore sediment transport potential; application of the ADCIRC hydrodynamic model to evaluate the river’s effects on the inlet and adjacent waterways; conceptual design and storm erosion modeling of various alternatives including small- and large-scale beach and dune restoration and shore stabilization structures (i.e., seawall, revetment, T-head groins, and breakwaters); coordination with project stakeholders; conducting public workshops; and report preparation.</p>
Relevance to RFQ:	Beach fill and borrow area design, opinions of probable cost, and environmental coordination with state and federal regulatory agencies, community engagement




Project Title:	<i>Flagler County Post-Storm Dune Restoration</i>
Engineer:	INTERA Incorporated / INTERA-GEC, LLC
Location:	Flagler County, FL
Owner Name:	Flagler County – P. Ansley Wren-Key, PhD, Coastal Engineering Administrator
Address/Phone/Email:	1769 E. Moody Blvd., Bldg 2, Bunnell, FL 32110 / 386-313-4112 / awren-key@flaglercounty.gov
Project Duration:	2018 to 2023
Project Cost:	\$350,000 (approx.)
Description:	<p>In response to the damage to Flagler County’s shoreline caused by Hurricane Matthew in October 2016, Flagler County placed approximately 407,194 cubic yards (cy) (549,711 tons) of sand (based on truck weight tickets) to restore the dunes on over 11.4 miles of beach from near the St. Johns/Flagler County line to the north end of Flagler Beach. As a subcontractor to Eisman & Russo to this partially FEMA-funded project, INTERA provided coastal engineering and construction observation services for Flagler County’s “First in Florida” in-house dune restoration project where the County served as both Owner and Contractor.</p> <p>As part of this project, INTERA completed its engineering analysis and reporting for three years of post-construction monitoring required by the FDEP permit. INTERA analyzed shoreline changes and volume changes over multiple time periods and for the latter analysis, two vertical compartments: (1) dune to mean high water, and (2) mean high water to mean low water.</p> <p>Recently, INTERA-GEC, as a subcontractor to Eisman & Russo, provided coastal engineering and construction observation services for Flagler County’s post-Dorian (2019), partially FEMA-funded, dune restoration project that included placing up 303,000 cy of sand on over 10.8 miles of beach from near the St. Johns/Flagler County line to the north end of Flagler Beach. Additionally, INTERA-GEC developed beach construction templates for all but 8,400 feet of the total project placement areas as the contractor placed sand under the state’s emergency order. Sand originated from commercial mines as well as FIND’s FL-3 dredged material management area.</p> <p>For both projects, observers ensure project construction conforms to the plans as well as environmental permits/conditions. Daily, continuous onsite construction observation is performed at the beach placement site during active construction (over a 13-month period for the post-Matthew work; to date approximately two months for post-Dorian work). Permit compliance activities included coordinating with the FDEP and the sand supplier centering on sediment sampling at the commercial mines for the post-Matthew work. INTERA successfully negotiated a reasonable frequency for sampling and testing of the fill sand to once per day before transported to the beach fill area.</p>
Relevance to RFQ:	Beach fill design, construction plans and specifications, construction phase services



Project Title:	<i>New Smyrna Beach Post-Nicole Beach Restoration</i>
Engineer:	INTERA-GEC, LLC
Location:	New Smyrna Beach, Volusia County, FL
Owner Name:	Volusia County – Jessica Fentress, Coastal Division Director
Address/Phone/Email:	515 S. Atlantic Ave., Daytona Beach, FL 32118 / 386-248-8072 / jfentress@volusia.org
Project Duration:	2023 to Present
Project Cost:	\$256,288 (to date)
Description:	<p>In response to the damage south of Ponce de Leon Inlet caused by Hurricane Ian in September 2022 and Hurricane Nicole in November 2022, Volusia County plans to place approximately 600,000 cubic yards of sand along 5 miles of New Smyrna Beach shoreline to restore the eroded beach. The project will offload beach compatible sand currently stockpiled in Florida Inland Navigation District’s (FIND) Maintenance Spoil Area (MSA) 434/434C South (a.k.a. Rattlesnake Island) from prior inlet and Intracoastal Waterway maintenance dredging events. Offloading will entail creating a sand slurry at Rattlesnake Island and pumping the sand via hydraulic dredge and pipeline to the beach placement site. The beach fill template consists of a variable-width berm dependent on the presence and position of seawalls and dune escarpments such that the seaward edge of fill forms a straight shore-parallel berm. The berm crest elevation and slope are designed to balance project longevity and storm protection potential while considering the undesirable potential for windblown sand transport or sloughing to cover seawall caps and drift onto private property. The fill template targets a beach fill density of 20 cy/ft to allow practical construction via hydraulic dredge sand placement.</p> <p>During the currently contracted design and permitting phase of the project, INTERA-GEC has:</p> <ul style="list-style-type: none"> • designed the beach fill template, • prepared an Environmental Assessment for beach placement, • conducted a County-wide post-storm beach assessment, • evaluated the compatibility of native beach and borrow material, • prepared a Sediment Quality Assurance/Quality Control Plan, • prepared a Physical Monitoring Plan, • prepared permit drawings, • submitted permit modification requests to Florida Department of Environmental Protection and U.S. Army Corps of Engineers to modify the County’s existing Joint Coastal Permit and FIND’s existing Department of the Army permit that allow nearshore placement of maintenance dredging materials, and • coordinated with FIND regarding use of Rattlesnake Island and modification of their exiting permit.
Relevance to RFQ:	Beach fill design and permitting, construction plans and specifications, construction phase services, environmental assessment and monitoring, community engagement



Project Title:	Daytona Beach – Ponce Inlet Post-Nicole Beach Restoration
Engineer:	INTERA-GEC, LLC
Location:	Volusia County, FL
Owner Name:	Volusia County – Jessica Fentress, Coastal Division Director
Address/Phone/Email:	515 S. Atlantic Ave., Daytona Beach, FL 32118 / 386-248-8072 / jfentress@volusia.org
Project Duration:	2023 to Present
Project Cost:	\$249,300 (to date)
Description:	<p>In response to the damage to Volusia County’s shoreline north of Ponce de Leon Inlet caused by Hurricane Ian in September 2022 and Hurricane Nicole in November 2022, Volusia County plans to place up to 700,000 cubic yards of sand within various shoreline segments along approximately 15 miles of beach in Daytona Beach, Daytona Beach Shores, Wilbur-By-The-Sea, and Ponce Inlet to restore the eroded beach. The project will truck sand from a large on-beach stockpile that USACE will construct just north of Ponce de Leon Inlet using maintenance dredging materials from the upcoming inlet and Intracoastal Waterway maintenance dredging event.</p> <p>During the currently contracted and ongoing design and permitting phase of the project, INTERA-GEC will:</p> <ul style="list-style-type: none"> • design the beach fill template, • prepare an Environmental Assessment for beach placement, • coordinate with USACE to evaluate the compatibility of native beach and borrow material, • prepare a Sediment Quality Assurance/Quality Control Plan, • prepare a Physical Monitoring Plan, • prepare permit drawings, • submit permit modification requests to Florida Department of Environmental Protection and U.S. Army Corps of Engineers to modify the County’s existing Joint Coastal Permit and pending Department of the Army permit that allow nearshore placement of maintenance dredge materials, and • coordinate with the County and USACE to determine the logistics of accessing the stockpiled material.
 <p><i>Existing Conditions and Stockpile Area</i></p>	
Relevance to RFQ:	Beach fill design and permitting, construction plans and specifications, construction phase services, environmental assessment and monitoring, community engagement

Project Title:	<i>South Ponte Vedra Park Dune Restoration</i>
Engineer:	INTERA-GEC, LLC
Location:	South Ponte Vedra Beach, St. Johns County, FL
Owner Name:	St. Johns County Disaster Recovery, Stephen Hammond, Coastal Environmental Project Manager
Address/Phone/Email:	3171 Coastal Highway, St. Augustine, FL 32084 / 904-209-0272 / shammond@sjcfl.us
Project Duration:	2023 to Present
Project Cost:	Design/Professional Services: ~\$61,400 Construction (2023): ~ \$245,000
Description:	<p>In September and November 2022, hurricanes Ian and Nicole caused severe beach and dune erosion within South Ponte Vedra (SPV) Park, a popular recreational facility that also provides emergency vehicle beach access. The erosion destroyed one of the park’s two pavilions and slightly undermined and exposed the foundation of the other. To restore the dune and protect the remaining infrastructure, INTERA-GEC provided professional engineering design and permitting services as well as bid and construction administration assistance for an emergency dune restoration project constructed via truck haul of sand from an upland source.</p> <p>INTERA-GEC provided the following services:</p> <ul style="list-style-type: none"> • Project design, from conceptual design development through final design; • Coordinated with Florida Department of Environmental Protection (FDEP) and Florida Fish and Wildlife Conservation Commission to obtain authorization to construct the project under the state’s Emergency Order; • Prepared technical specifications and constructions drawings for the dune restoration project, including dune plantings; • Assisted the County with bidding and contractor selection; and • Provided construction observation and coordination services, including post-construction documentation. <p>Additionally, given the extreme and ever-increasing expense of dune restoration and the frequently need to construct such projects over the past few years, INTERA-GEC is currently assisting the County with evaluation of long-term solutions (e.g., seawall, revetment) to protect the park infrastructure. We have coordinated with FDEP, FWCC, and Guana Tolomato Matanzas National Estuarine Research Reserve representatives to discuss the eligibility and concerns regarding hard structures and are currently developing conceptual level designs and cost estimates of potential solutions.</p>
Relevance to RFQ:	Beach fill design, bidding assistance, construction phase services, and environmental coordination with state and federal regulatory agencies.



Pre-Construction Eroded Conditions



Section 4: Approach to Services

As specified in the RFQ, the following section presents an example scope of work for the project.

Expected Work Plan

Task 1 — Assessment of Existing Information and Gaps Identification

The INTERA-GEC Team will review the U.S. Army Corps of Engineers’ Porpoise Point, St. Johns County, FL Continuing Authorities Program (CAP) Section 103 Final Termination Report and other relevant reports (e.g., inlet management related documents, physical monitoring reports) to determine if additional data collection is necessary for developing the permit-level design and conducting associated numerical modeling to evaluate the effects of the proposed erosion control structures. If possible, we will use previously collected field data (e.g., waves, flow velocities, water levels) to calibrate and validate our numerical model. At present, we expect, at a minimum, the need for a new beach profile survey.

The INTERA-GEC Team will review and assess the existing geotechnical information for the project site, available inlet and offshore borrow areas, and upland sand sources to evaluate the compatibility of potential fill material with the existing beach sand. We will identify any additional geotechnical data collection requirements. For schedule and cost efficiency, we do not currently propose investigation of a new offshore borrow area for this project. Given the project’s relatively small scale, an upland sand source may prove most cost effective and expeditious, as the fill volume requirement likely will not justify the typically high mobilization cost of a dredge. However, dredging may prove feasible should an opportunity to piggyback on another dredging project arise. We will fully evaluate all options. Should inlet or offshore borrow area field data collection (e.g., geotechnical, geophysical, cultural resource surveys) become necessary, INTERA-GEC will coordinate with reputable companies, widely regarded as experts in their field, with whom we have long-term working relationships to select subcontractors, in concert with the County, that will meet the County’s budgetary and schedule requirements.

While we will consider all options, an upland sand source may prove most cost effective and expeditious because of the anticipated relatively small fill volume.

Of note, the St. Augustine Inlet Management Implementation Plan specifies that all inlet dredge material “shall be distributed to the adjacent Atlantic Ocean fronting beaches with a placement ratio of approximately one-third of material placement to the north and two-thirds of material placement to the south.” Thus, any proposed use of an inlet borrow source will require coordination with and approval from FDEP to ensure the proposed action meets the FDEP-adopted inlet management strategies and is eligible for state cost sharing (should the County seek state funding).

The INTERA-GEC Team will schedule, prepare for, and attend pre-application meetings with the FDEP, USACE, BOEM (if required), and if possible, the commenting agencies (FWC, FWS, NMFS) to present the project concept and solicit feedback to smooth out and expedite the project permitting process. We expect the County staff to participate in these meetings. We will coordinate with FDEP to determine the need for an Erosion Control Line (ECL). We expect, at the federal level, the need for new NEPA



Importantly, pre-application and review meetings help maintain regulatory community currency with and consistency within the entire permit process. The Team's experience shows that such meetings can help minimize RAIs and expedite completion of an application and issuance of the permit.

documentation to address primarily the structures and beach placement area. Of note, for use of an offshore borrow area in federal waters, we recognize the need for and have experience with coordinating with BOEM for the County to execute a Negotiated Noncompetitive Agreement for Use of Outer Continental Shelf Sand, Gravel, and/or Shelf Resources; however, we currently assume this will prove unnecessary and do not reference this work throughout the remainder of this work plan.

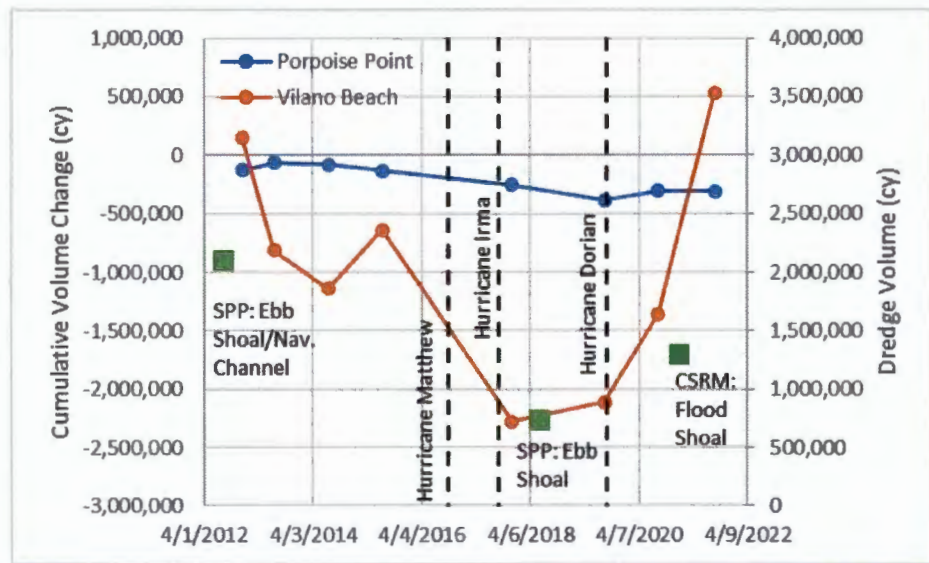
The INTERA-GEC Team will use the results of its review of existing data and reports and the feedback from the regulatory agencies to develop a data collection plan for any necessary field data collection. We will present this need to the County and seek its approval before collecting any additional field data.

Task 2 — New Data Collection

The INTERA-GEC Team will implement the data collection plan developed in Task 1 to collect new field data required for project design or required by the regulatory agencies for permitting. Examples include beach profile, hydrographic, geotechnical, waves, water level, flow velocity, and environmental surveys.

Task 3 — Permit-Level Design of Project Area (Erosion Control Structures and Beach Fill)

During our Task 1 meetings with County staff and the regulatory agencies, we will identify the County's project objectives, regulatory design limitations, and potentially permissible design alternatives. Additionally, we will develop a thorough understanding, based on available information, of the likely causes of Porpoise Point erosion, areas of concern/potential adverse effects from the structures, and potential risks that could affect the success of the project (e.g., undermining and failure of the proposed erosion control structures due inlet dynamics). We currently understand that diminished sand

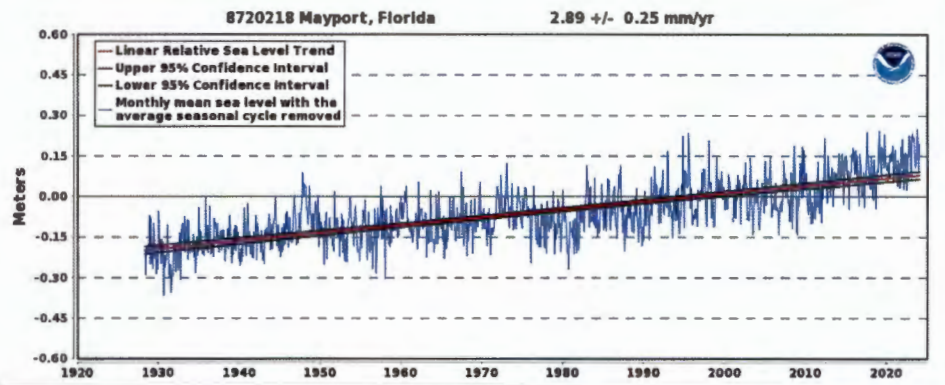


Monitoring data suggests that Porpoise Point volume changes follow similar volume change trends along Vilano Beach.



supply resulting from eroded beach conditions north of the inlet has likely contributed to the recent erosion of Porpoise Point. We also understand, based on prior physical monitoring of the inlet and adjacent beaches, that the northern lobe of the ebb shoal and nearshore region has been experiencing ongoing erosion with subsequent deposition along the ebb shoal’s outer flank, resulting in elongation of the ebb shoal in the shore-perpendicular direction (Figure 4.1 provides a short-term example of this behavior). This ebb shoal reconfiguration results in a reduced wave-shadowing effect, allowing larger waves to interact with the north beach and Porpoise Point.

The Team will apply several numerical models to assess the inlet hydrodynamics and morphology trends. Including the influence of existing and proposed structures on coastal processes in the vicinity of the project area of interest. The models range from high



Sea level rise will reduce the effective elevation of a fixed coastal structure over time. The Team considers sea level rise in all its coastal projects. Given the assumption the erosion control structures will begin service in 2030 and have a service life of 50 years, we must consider at least 0.8 ft of sea level rise based on a straight-line extrapolation of the relative sea level rise trend at Mayport.

resolution models in time and space to large-scale, long-term models. We will apply detailed high-resolution models with very small-time steps to analyze the interaction of the waves and inlet currents with the structures and the nearshore sediment transport regime. Long-term modeling and analytical approaches will identify regional long-term trends and assess interaction of the erosion control structures with the broader coastal setting in the area of interest. The engineering evaluation will consider largescale hydrodynamic modeling of the inlet system, evaluation of existing conditions, and nearshore coastal process modeling. The application of regional and nearshore coastal process models will help evaluate nearshore wave and flow conditions near the project areas. Modeling applications with updated hydrographic monitoring data utilizing CMS-Flow and CMS-Wave (fully coupled) will evaluate nearshore flow, sediment pathways, and morphology changes. All modeling will also assess the effects of sea level rise.

We will also utilize CMS-Flow and CMS-Wave to evaluate design alternatives. Shoreline change modeling and analytical analysis will also help evaluate the long-term response to the installation of erosion control alternatives towards sustainable equilibrium planform and improved resiliency. The detailed high-resolution model, XBeach, will help to evaluate and improve project performance under design storm conditions. We will coordinate preliminary design and projected impacts with the County (and regulatory agencies after County acceptance).



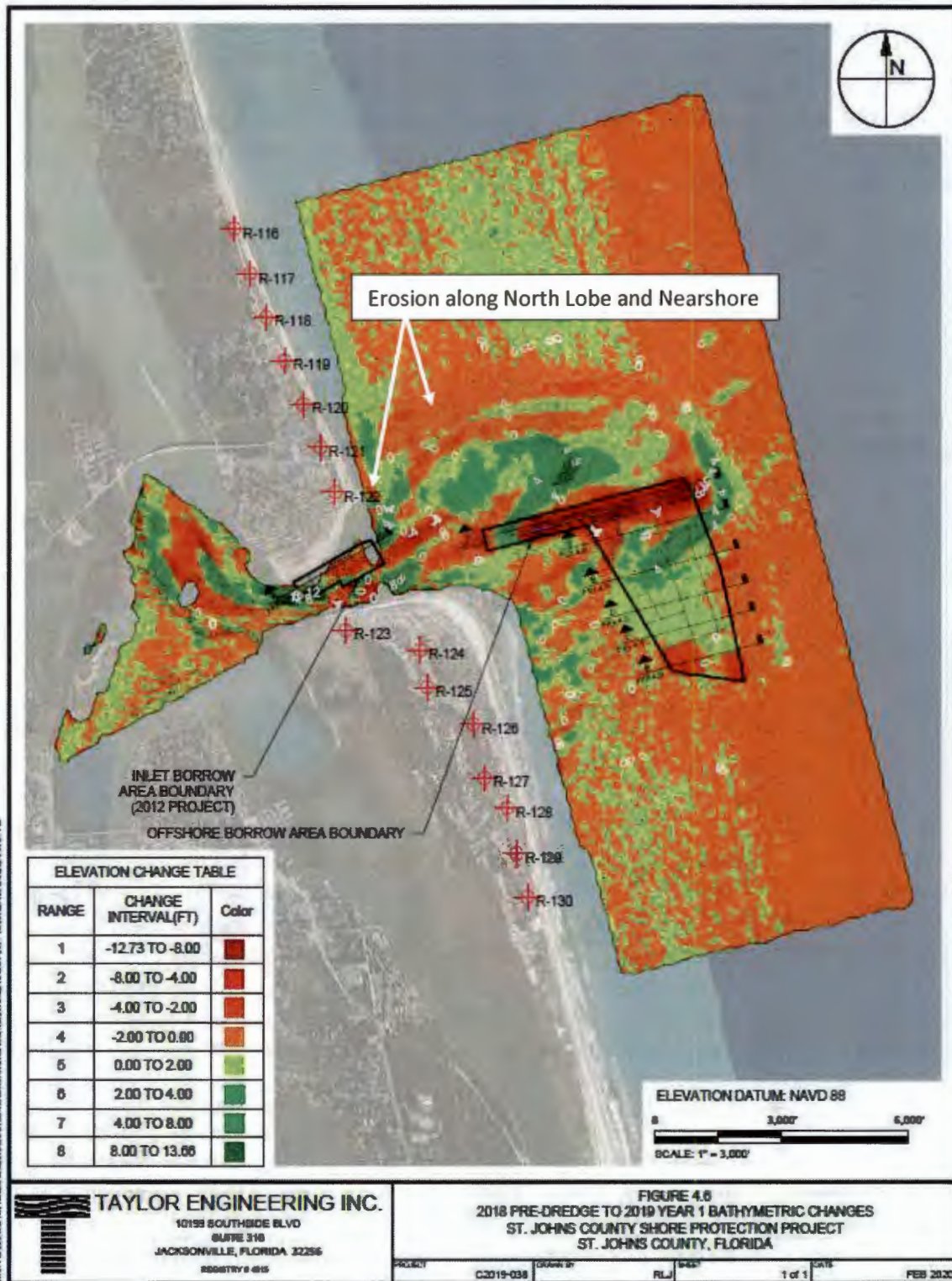


Figure 4.1 2018–2019 Inlet Bathymetry Changes (source: *St. Johns County Shore Protection Project 2019 Year 1 Post-Construction Monitoring Report*)



Through the modeling listed above, the Team will develop preliminary design alternatives for erosion control improvements in the project area. Preliminary design will include evaluating shoreline response and projected design life of the beach fill. Through an iterative process, we will assess different alternatives of the proposed structure characteristics (for example, type, size, and permeability) with the modeling approach discussed above. This process intends to adjust positioning of erosion control structures to obtain optimum results for shoreline protection and for minimization of impacts to the adjacent shorelines. We anticipate that the erosion control design alternatives will consist of rock terminal groin, nearshore breakwaters, and/or T-groins. When evaluating these alternatives, we will consider relative cost, permeability, and constructability. We will assess the relative performance of the alternatives. In consultation with the County, the County and the Team will select the alternative to advance to design and permitting.

Upon approval of the preliminary design and analysis by the County and FDEP staff, we will prepare a preliminary design report for use as supporting documentation for state and federal regulatory review. The report will include background shoreline trends, design objectives, and coastal process modeling for evaluation of the project design alternatives and projected nearshore and adjacent shoreline changes. This report will include plans for the County to review and approve for filing with the state and federal regulatory agencies for erosion control implementation. This report will also include a preliminary opinion of probable cost.

Task 4 — Design of Borrow Area

The INTERA-GEC Team will assess all available hydrographic, geotechnical, geophysical, cultural resources, and environmental data (collected in Tasks 1 and 2) to evaluate potential borrow areas. As mentioned, use of an upland source may provide the most time and cost savings; however, should use of an inlet or offshore source prove more beneficial, we will identify an appropriate borrow area — its footprint and dredging depths — that provides the best compatible sand for the current project while minimizing negative effects. The compatibility analysis will consider sand overfill ratios and equilibrium adjustments of the beach construction template.

We will design a solution that does not adversely affect the ongoing federal projects in the area (St. Augustine Harbor Navigation Project, St. Johns County Shore Protection Project, and St. Johns Coastal Storm Risk Management Project) such that we will not need a Section 408 permit from the USACE.

Task 5 — Permit Application and Submittal

The INTERA-GEC Team will prepare, and submit to the County for review, FDEP joint coastal permit and Department of Army permit applications — or permit modification requests as deemed appropriate during the Task 1 pre-application meetings — incorporating the results of the preceding tasks. Upon resolving all comments from the County, we will submit the applications to the FDEP and the USACE.

Based on history, the regulatory agencies will each likely issue at least one Request for Additional Information (RAI). The INTERA-GEC Team will speedily respond to the RAIs and submit the requested information after consultation with the County. To the best of our ability, we will submit

complete permit applications and RAI responses to limit the RAIs to one per agency.



Task 6 — Erosion Control Line and MHW Boundary Line

If necessary, as directed by FDEP in the Task 1 pre-application meetings, the INTERA-GEC Team will conduct a Mean High Water (MHW) Boundary Line Survey, coordinate with FDEP and Division of State Lands for approval of the survey, and assist the County with establishment of an Erosion Control Line (ECL). Closely coordinating with the County, INTERA-GEC will prepare a presentation for and conduct the FDEP-required public workshop and attend FDEP’s public hearing. We will assist the County with public outreach and coordination with FDEP as requested.

Task 7 — Final Design of Project and Borrow Areas

New beach profile surveys at 100-ft longshore intervals along the project area will prove necessary to develop the final construction-level project plans. The INTERA-GEC Team will conduct this survey and a visual survey of the parcels to note any changes in the coastal conditions compared to those at the time of project commencement and development of the permit-level designs.

None of the erosion control projects designed by the INTERA-GEC Team and constructed have required mitigation for unanticipated impacts.

The INTERA-GEC Team will use the survey data, together with the structure design and fill template developed in Task 3 (and potentially refined through the Task 5 permitting process) to prepare the final plan and cross-sectional views of the project area. The design will address the transitions into parcels without easements, if necessary, and apply proven methods (e.g., those adopted in the 2022 South Ponte Vedra Beach Dune Restoration Project) to handle parcels with seawalls or other coastal armor.

The INTERA-GEC Team will also develop a planting plan for the beach placement area. In developing the plan, we will coordinate with the County, considering the recent planting research at St. Johns County by the University of Florida which shows improved plant durability when planted at 12-inch spacing and utilizing a mix of sea oats and bitter panicum as opposed to the typical planting of sea oats at 18-inch spacing. The design may also include a sand fence (rope-and-post) plan to promote the integrity of the placed beach fill and dune vegetation.

As necessary, we will adjust the output of Task 4 to produce the final design/details of the borrow area.

Task 8 — Preparation of Construction Documents

The INTERA-GEC Team will develop Construction Plans, in 24 x 36-inch signed and sealed format, and Technical Specifications suitable for project bidding and construction. These documents, which the County will incorporate into the Contract Documents, shall be consistent with, and conform to, the FDEP and USACE permits applicable to the project. We will submit the Construction Drawings to the County in PDF format and the Technical Specifications in Microsoft Word format. Upon the County’s review of the documents, we will incorporate revisions deemed warranted by INTERA-GEC and the County.

The INTERA-GEC Team will also compute construction quantities and develop a schedule of values, an opinion of probable cost, and a schedule for the construction project. Our engineers will check all construction documents to ensure they are consistent with all the permit requirements. Our Team will



produce a package of technical information suitable for inclusion in the County’s procurement package to select a construction contractor.

Task 9 — Bidding Phase Assistance

INTERA-GEC will support the County during the construction contract solicitation process. Based on prior contracts with the County, we anticipate the services of this task to include the following:

- Provide signed and sealed construction drawings and Technical Specifications to accompany the County’s “front-end” Contract Documents;
- Provide a Bid Schedule and Opinion of Probable Construction Cost;
- Participate in a pre-bid conference;
- Answer technical questions from contractors regarding the Contract Documents to assist in the issuance of addenda; and
- Assist the County with checking contractor’s qualifications.

Task 10 — Construction Phase Services

Acting as the County’s representative, the INTERA-GEC Team shall provide all construction administration services required to execute a successful construction project consistent with the project objectives, all permits, and project construction documents. Typical services include pre-construction coordination and construction oversight as described below.

INTERA-GEC will coordinate with the construction contractor and regulatory agencies to address the permit-required information submittals and actions required prior to construction commencement. We will coordinate and conduct a pre-construction conference with the contractor, County, and FDEP, USACE, USFWS, and FWCC representatives, as specified in the permits, to review the specific conditions and monitoring requirements of the permits. The preconstruction meeting provides a venue to describe the project and answer questions from the contractor and other stakeholders concerning any technical and logistical aspects of the work. Additionally, we will discuss lines of engineer and contractor communication, general and specific contract conditions, contract administration, site visits and progress meetings, progress pay, correspondence procedures, project schedule, and general site safety. We will record minutes of the preconstruction meeting discussions and distribute them to the attendees. The INTERA-GEC Team will coordinate with the construction contractor for timely submittal of information submittals and with the agencies to receive timely issuance of the Notice to Proceed. Additionally, our technical specifications will specify certain information submittals from the contractor for our review and/or approval prior to construction commencement. Upon receipt and review of such submittals, we will coordinate with the contractor to discuss any deficiencies and/or required document revisions.

INTERA-GEC will remain available throughout construction to participate in weekly project meetings, provide on-site observation services, and review contractor construction submittals for permit compliance as detailed below. In this role, we will address questions pertaining to engineering, design, permitting issues, and any proposed changes to the project design and provide advice and consultation to the County. We will attend, in-person and/or via teleconference, the contractor’s onsite weekly project meetings. These meetings will discuss the project progress and address questions pertaining to engineering, design, permitting issues, any proposed changes to the project design, scheduling, and any conflicts. The progress meeting agenda shall generally include reviewing minutes of the previous meeting,



work progress since the previous meeting, current definable features of work, off-site activities, testing results (if applicable), changes to construction schedule, site safety, and other business, as appropriate. Additionally, should unexpected problems arise outside of these meetings, we will attend other problem resolution meetings. The INTERA-GEC Team will prepare a meeting summary and distribute it to all attendees.

The INTERA-GEC Team will conduct on-site construction observation services, to the extent desired by the County (e.g., daily, weekly), throughout the duration of construction to ascertain whether work is occurring in general conformance with permit conditions and plans and specifications. Site visit reports will include observations of the work progress and results from monitoring the contractor’s sequence to ensure permit compliance and quality, photographs/videos, weather conditions, time of visit, personnel, materials and equipment on site, and any concerns.

The INTERA-GEC Team’s working relationships will help ensure good communication between the construction inspectors, contractor, and the County — which holds the key to helping assure the contractor’s standard of workmanship with the specified materials within the project limits and maintain the quality specified in the plans and specifications.

The INTERA-GEC Team will review contractor pay requests or applications and verify the requests accurately reflect work completed in accordance with the contract documents and permits. We will confirm the amount requested is proper for the work performed and that the percentage of completion is appropriate such that the contractor does not receive compensation for the work prior to satisfactory completion. If the contractor fails to provide the correct information for review, we will reject the pay application, and direct the contractor to correct the application and resubmit. If at any time we observe permit violations, we will notify the County and provide recommendations as to how to proceed with the project. We will accompany the County and the contractor during the substantial completion inspection and the final inspection and identify items requiring completion.

We anticipate that the contractor will have requests for information (RFI’s) on this project. The INTERA-GEC Team, experienced in acknowledging and responding to RFIs, will prepare and review responses efficiently. Should unexpected problems arise during construction, outside of the previously mentioned progress meetings, we will attend any problem

resolution meetings on-site and prepare responses, as well as document the information in our meeting reports.

The INTERA-GEC Team will coordinate with the County to ensure all pre- and post-construction surveys and environmental monitoring requirements are met, whether performed by the construction contractor or the INTERA-GEC Team (see Task 12). Additionally, we will conduct public outreach activities (e.g., maintain an online progress map) as requested by the County (see Task 13).

Task 11 — Post-Construction Documentation

The INTERA-GEC Team will perform all customary elements of project close-out. Work will include a preliminary walkthrough with the contractor (i.e., substantial completion inspection) to ensure the project is built according to the project plans and permits and that all staging and access areas are restored to



pre-project conditions or better. We will develop and deliver to the contractor a punch list of deficient items with a timeline to fix the deficiencies. At the deadline, we will revisit all areas of concern (i.e., final inspection) to ensure the contractor has remedied the deficient items as directed. We will perform all this work in close coordination with County staff.

Upon construction completion, INTERA-GEC will review the contractor's as-built drawings for any deviations from the permitted project design. Within the timeframe specified in the FDEP and USACE permits, one of our registered professional engineers will complete and submit the required Project Completion/As-built Certification forms, noting any minor or major deviations from the authorized project design. We will compile and submit to the County a database of construction documents.

Task 12 – Environmental Monitoring

The INTERA-GEC Team will provide any needed environmental monitoring services, before, during, or after construction as required by the regulatory permits. INTERA-GEC Team member, Tara Dodson of Coastal Conservation Group, who brings 17 years of experience managing the County's Habitat Conservation Plan and Incidental Take Permit, is intimately familiar with monitoring the County's beaches. Species of concern for such projects typically include marine turtles (nests), gopher tortoises, indigo snakes, shorebirds, Anastasia beach mice, Atlantic right whale, and manatees. Generally, the contractor is responsible for all biological monitoring during construction — from the point that the County issues an NTP to when all construction activities are complete. The pre- and post-construction monitoring issues generally concern marine turtles and shorebirds. The INTERA-GEC Team will assume any needed turtle nest monitoring pre-construction (May 1 — construction commencement) and post-construction activities through the end of the marine turtle nesting season (November 30 at most). Depending on the timing of construction, shorebird monitoring may have to start as early as March 1 and extend as long as September 1.

Task 13 – Community Engagement

For projects of this scope, we generally recommend having at least two public workshops — one during the permit-level design stage of the project area and one during the final design stage. We will of course defer to the decision of the County whether and when it desires to have public workshops. Our Team stands ready to prepare for and conduct the workshops at locations and times the County chooses.

Additionally, like the County's public outreach efforts on recent beach projects, the INTERA-GEC Team will set up a weblink that the County can add to its Coastal Projects webpage, which the public can use to visualize active construction activities including the project extents, the project plan view template (i.e., structure locations and beach fill extents) at the parcel level, the locations where construction is complete, where construction will occur next, and future construction locations (see **figures 4.2 and 4.3**). Our Team will maintain and update this information daily.

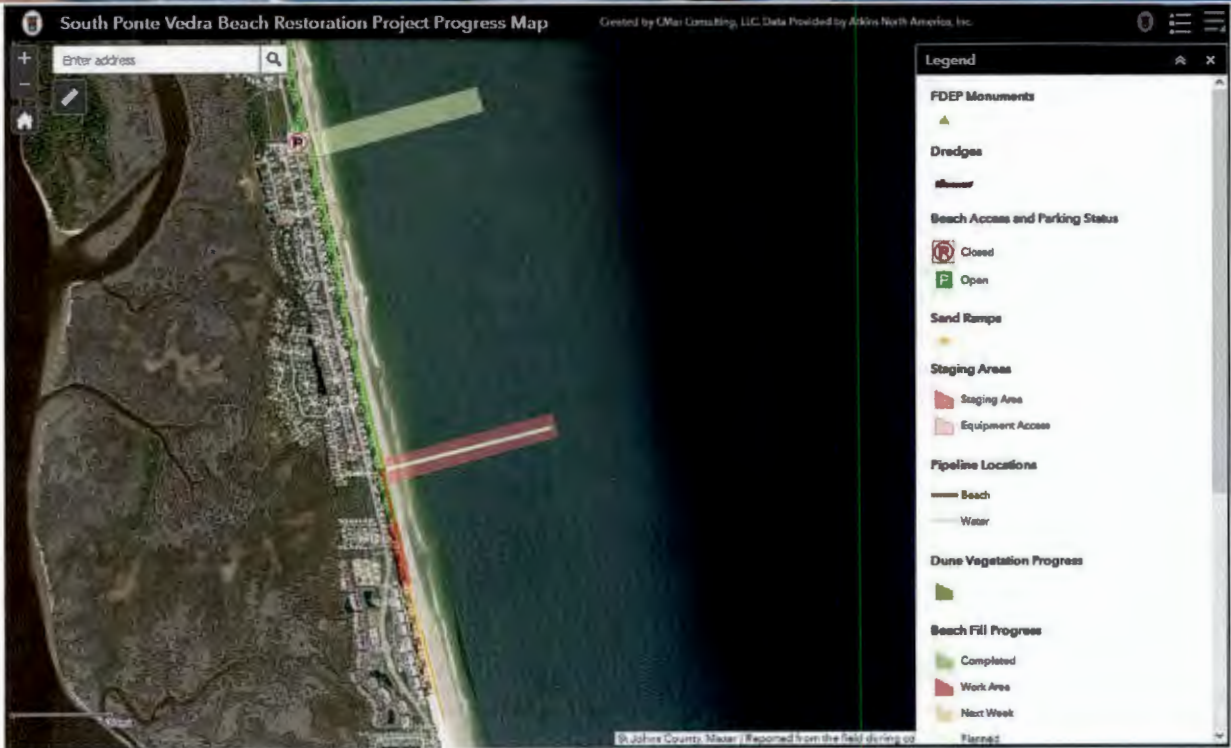


Figure 4.2 Example of Project Progress Map Utilized to Promote Public Engagement (CMar Consulting)

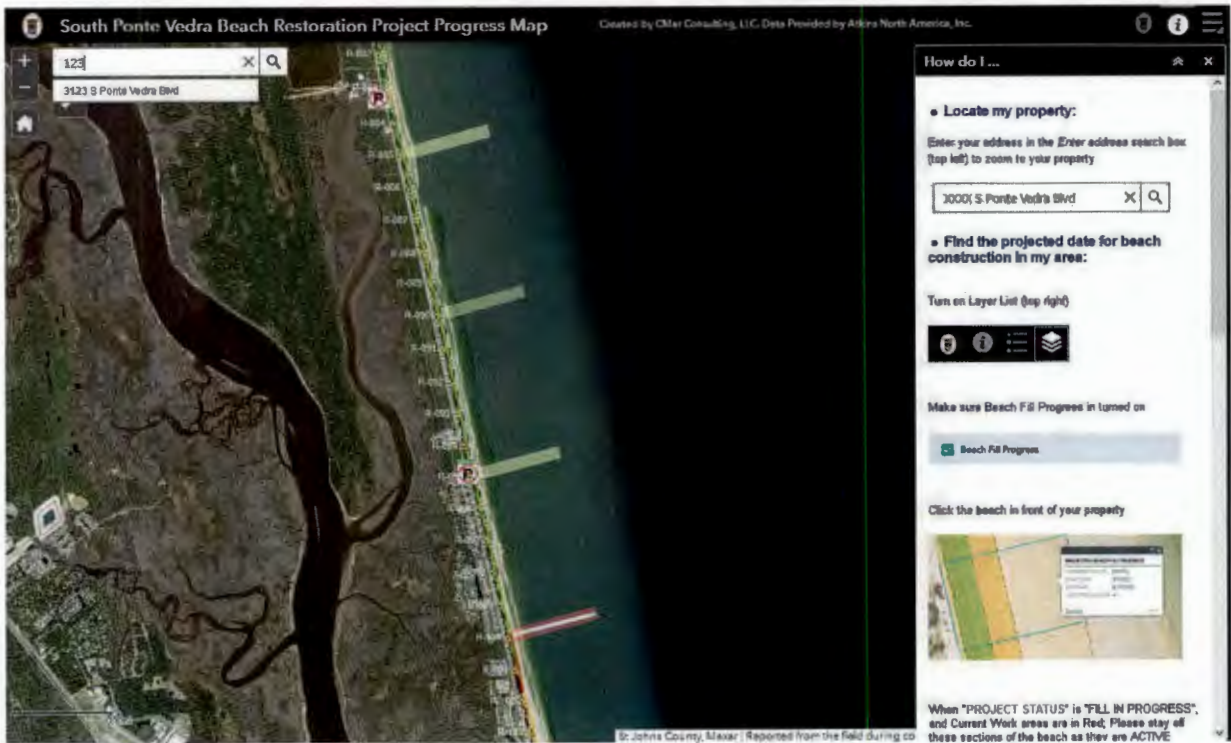


Figure 4.3 Example of Project Information Available at a Parcel Level (CMar Consulting)



Task 14 — County Coordination

The INTERA-GEC Team is committed to maintaining a responsible and responsive partnership with the County. To that end, we will endeavor to keep the County staff continuously informed of project progress and any arisen issues that require added attention and to solicit the County’s feedback and direction at appropriate times. We suggest implementing a communications plan which would, at minimum, include:

- Scheduled, weekly one-hour or so meetings with County staff,
- As needed in-person meetings with County staff,
- Weekly written progress reports,
- Daily updates and weekly construction progress reports during construction,
- Public/community workshops and stakeholder meetings, and
- BOCC meetings, as required.

In addition, we will coordinate with the County — providing presentation materials for County review and comment — prior to scheduling and conducting the following meetings with the permitting/regulatory agencies:

- Pre-application meetings with County, FDEP, USACE, and possibly FWS, NMFS, and FWC.
- Meetings with County and regulatory agencies upon receipt of any RAIs.

The INTERA-GEC Team will closely coordinate with the County during preparation of permit applications, construction plans, and specifications to provide the following for County review and comment:

- Draft permit applications and responses to RAIs; we will submit the permit applications and RAI responses to the regulatory agencies only after County approval.
- Draft construction plans and specifications; we will satisfactorily address County comments prior to finalizing the documents.

We will submit documents to the regulatory agencies only after County approval. During construction, we will always maintain close communications with the County, emailing or calling County staff daily.

Example of Projects Where New Approaches Were Applied

The INTERA-GEC Team strives to seek innovative or new approaches to projects when possible, particularly to improve the performance of beach restoration projects and implement projects more cost-effectively or expeditiously. A few project examples follow.

INTERA is part of Superior Construcion’s design-build team for Summer Haven North Old A1A Road Reconstruction, St. John’s County. The conceptual construction plans, provided by St. Johns County, included construction of a large revetment to protect the Old A1A roadway and a “retaining wall” (i.e., a sheetpile wall not designed to provide storm protection) separating the revetment from the road shoulder. However, the materials and transportation costs of the large armour stone required for revetment construction were cost-prohibitive, far exceeding the FEMA-approved project budget. To substantially reduce the construction costs, INTERA developed a new project approach, converting the retaining wall to a seawall providing 50-year storm protection and using the remaining armour stone of the existing, damaged revetment as scour protection for the new seawall to eliminate/minimize the need for any new revetment stone.



INTERA-GEC Team member Humiston & Moore Engineers (H&M) has been a leader in the implementation of erosion control structures in Florida for nearly 30 years, demonstrating significant success in designing and permitting numerous projects. Beach nourishment is generally viewed as preferable to structures; however, specific conditions and/or navigation needs may necessitate introducing erosion control structures for practical and cost control reasons. Such conditions may include unusually high erosion rates, lack of a suitable sand source, or environmental constraints. When demonstrated as justified, the introduction of selective use of erosion control structures can improve project sustainability for higher resilience over the long term. In all cases, site specific design through regional and local evaluation of potential impacts is necessary for minimization of potential adverse impacts. (H&M) principals and co-founders, Brett Moore and Ken Humiston, developed a new approach to T-groin design early on, developing a unique low-profile T-groin design that includes features which successfully minimize the common and ubiquitous problem of downdrift impacts normally associated with erosion control structures. This design has been successfully implemented at several locations with severe and complex erosion problems, which have been performing very well, some for more than 20 years. Example Florida projects include South Naples Beach in Collier County (2000), Keewaydin Island Phase I (2003) and Phase II (2012) in Collier County, and Honeymoon Island Phase I (2007) and Phase II (2015) in Pinellas County.

INTERA-GEC is currently working with Volusia County, FL to restore its beaches following the severe damages caused by hurricanes Ian and Nicole. Volusia County currently does not have an offshore borrow area permitted to support a large-scale, cost-effective berm restoration project, and trucking over 1,000,000 cy of sand is prohibitively expensive. Additionally, Volusia County does not have an active Joint Coastal Permit from FDEP or Department of the Army permit from USACE for beach fill placement. To assist with restoring approximately five miles of New Smyrna Beach south of Ponce de Leon Inlet, INTERA-GEC is designing and permitting a berm restoration project with a beach fill density of approximately 20 cy/ft with sand hydraulically transported from Florida Inland Navigation District's (FIND) upland Maintenance Spoil Area (MSA) 434/434C South. To expedite permitting, INTERA-GEC has coordinated with FIND for authorization to modify its Department of the Army permit, which currently allows only nearshore placement of material (derived from prior Intracoastal Waterway maintenance dredging projects) from MSA 434/434C South, to allow beach placement with Volusia County as co-permittee. Similarly, INTERA-GEC is modifying Volusia County's recently-issued FDEP permit, which also only allows nearshore placement of the material. The project will place approximately 600,000 cy of sand primarily on the upper beach to provide storm protection to the upland property while also maintaining the public's ability to drive on the beach.

For the beach north of Ponce de Leon Inlet, INTERA-GEC is coordinating with Volusia County and USACE to construct a berm restoration project incorporating dredged materials from an upcoming inlet/Intracoastal Waterway maintenance dredging project. Again, Volusia County does not have state or federal permits for beach placement — only a recently issued FDEP permit and a pending USACE permit for nearshore placement of dredge material. In addition, USACE does not have the ability to construct a beach restoration project but only to dispose of the dredge materials in a beneficial use manner. USACE has agreed to place the dredged materials, approximately 700,000 cy expected, on the beach in a mile-long stockpile that Volusia County can then truck to the beach segments in most need, extending up to 15 miles north of the stockpile. We are working with Volusia County to modify their existing/pending permits to allow beach placement and are coordinating with USACE and Volusia County to design the constructed stockpile in a manner that allows Volusia County's prompt use of material (to minimize

erosion losses) and facilitate simultaneous use of the area by the USACE's contractor and Volusia County's truck haul contractor.

For another project, INTERA-GEC Team members, during prior employment, were instrumental in St. Lucie County's on-going efforts to improve the performance of the federal Ft. Pierce Beach Shore Protection Project. The project currently requires renourishment every two years with approximately 400,000–500,000 cy, an unsustainable quantity and frequency long-term. Additionally, when federal funds are unavailable every two years, St. Lucie County must construct emergency truck haul projects (approximately 70,000 cy) to prevent erosion damage to public infrastructure at the north end of the project immediately downdrift of Ft. Pierce Inlet. To help create a cost-effective borrow source for supplemental beach nourishment, INTERA-GEC's proposed Project Manager, Michael Trudnak, PE, led the design and permitting of a sediment impoundment basin within Ft. Pierce Inlet that St. Lucie County could periodically dredge to bypass sand to the project area beach rather than conduct the more expensive truck haul projects. St. Lucie County has constructed and monitored the basin and plans to conduct its first maintenance dredging event in the near future.

Additionally, INTERA-GEC Team members helped St. Lucie County prepare a Section 203 Feasibility Study to extend the federal authorization 50 years and determine the National Economic Development Plan to decrease non-uniformity of shoreline erosion and increase (lengthen) the nourishment interval. The study supported construction of shore stabilization structures (i.e., T-head groins and a detached breakwater) to extend the nourishment interval from two years to four years. This was the first study in the nation prepared by the non-federal sponsor for direct submission to the Assistant Secretary of the Army Civil Works (ASACW) under authorization of Section 203 of the Water Resources Reform and Development Act (WRDA) of 2014. The Office of Management and Budget, USACE Headquarters, and ASACW, approved the study. St. Lucie County is currently coordinating with USACE for implementation of the recommended plan.

Examples of Reports Provided to County

As mentioned above, the INTERA-GEC Team will closely coordinate with the County throughout the duration of our contract and provide the County, for review and comment, all documents for submittal such as presentations for pre-application meetings, permit applications, responses to RAIs, and construction documents. We expect to address the County's comments in less than five days and return the documents to the County for final approval by the County. We will submit documents to the regulatory agencies only after County approval. **Figure 4.4** provides an example beach nourishment plan and section views, taken from permit drawings approved by Volusia County.

Additionally, keeping the County abreast of project progress and schedule updates is vital for meeting our target bidding and construction dates (see Section 5). We will submit weekly project progress updates every seven days (e.g., every Monday) that will summarize project progress by task for the prior week, include any schedule revisions, and maintain a cumulative log of information provided in prior updates. **Figure 4.5** provides an example weekly report that INTERA-GEC submitted to the County for a prior project. Additionally, during construction we will submit daily observation reports to the County to document daily conditions, progress, and any issues that arise. **Figure 4.6** provides an example daily report, with georeferenced photos, that INTERA-GEC provided for a dune restoration project in Flagler County.

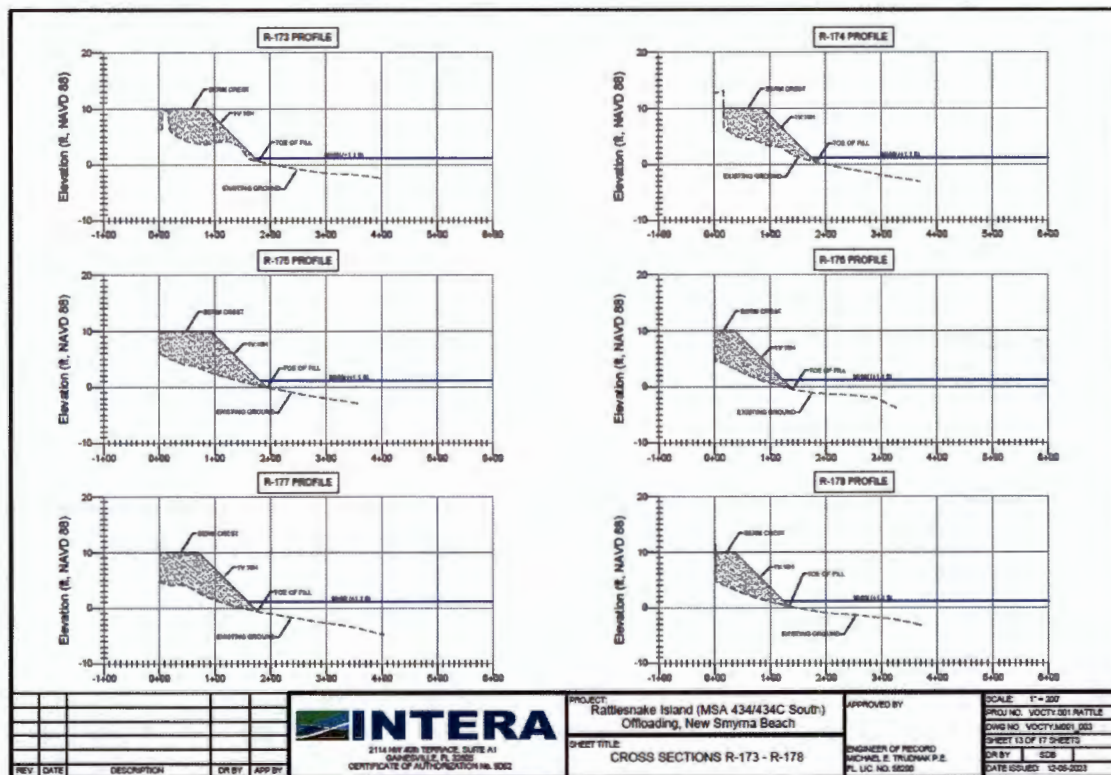
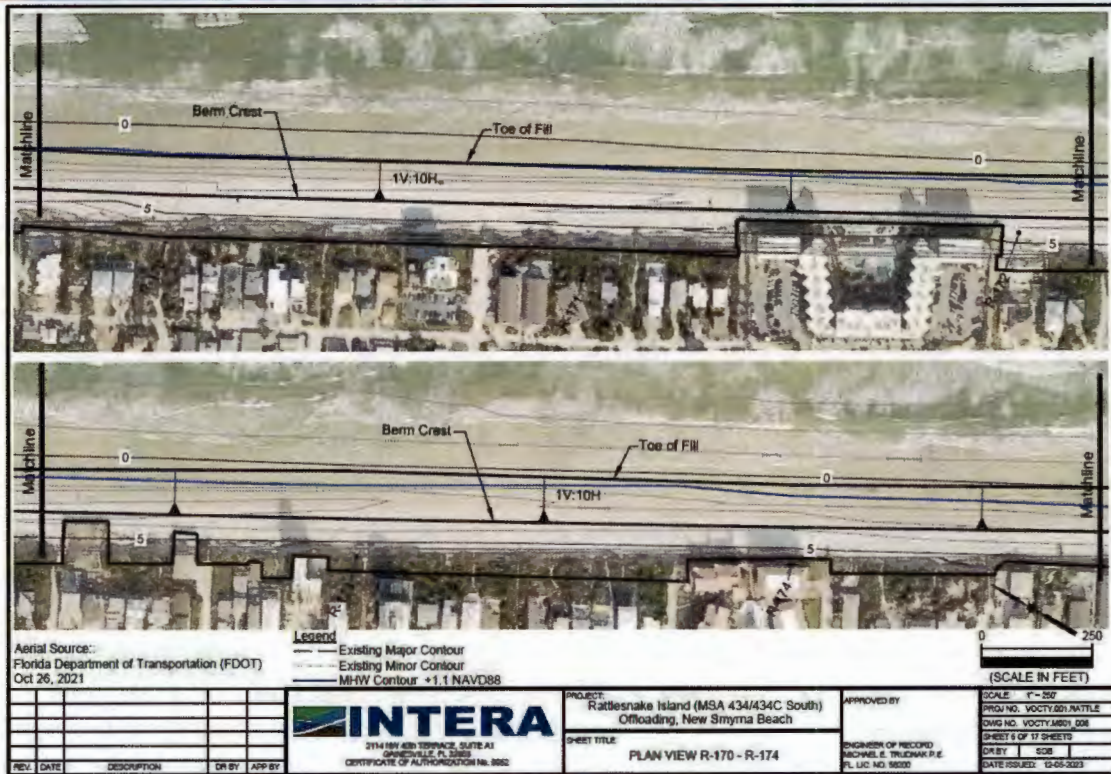


Figure 4.4 Example Beach Fill Plan and Section Views



**Study of Summer Haven River and Surrounding Areas,
including Separate Study of Summerhouse Erosion
Project Progress Update #2**

September 6, 2022

INTERA-GEC, LLC

Task Order No. 4, Master Contract No. 22-PSA-INT-16053

Work performed from 8/29/22–9/5/22:

Task 1 — Data Collection:

- We executed a subcontract agreement with Arc Surveying & Mapping for the topography/bathymetry survey. Arc has scheduled the survey for the week of 9/12/22.
- We continued collection of available data.
- We prepared meeting minutes for our 8/26/22 on site meeting with Summer Haven residents.

Task 2 — Coastal Processes Analysis

- We began processing available beach profile and MHW shoreline data.

Task 3 — Identification and Evaluation of Potential Solutions

- We commenced development of an array of solutions and began investigating conceptual designs and costs.

Task 4 — Report Preparation

- We continued working on the report concurrently with Task 1–3 progress.

Task 5 — Public Meetings

- We coordinated with the County regarding scheduling the town hall meetings. The Summerhouse meeting is scheduled for 11:00 AM on 9/28/22. The Summer Haven meeting date has not been confirmed.

Task 6 — Project Management and Coordination

- We prepared a weekly project update (submitted 8/19/22) and coordinated via email with the County.

Task 7 — Summerhouse Evaluation

- No work conducted during this progress period.

Proposed Schedule:

- 1) August 15, 2022: Task Order executed
- 2) January 12, 2023: Submit draft reports to County (150 days from execution of task order)

Content of Prior Project Updates:

Task 1 — Data Collection:

- We provided the County with access to our OneDrive folder for uploading relevant information.
- We commenced collection of available beach profile and MHW survey data from FDEP, historic aerial imagery, and began reaching out to entities that could potentially provide relevant information.
- On 8/26/22, Michael Trudnak met with Ken Manning, Linda Ginn, Larry Monahan, and Rick Paternoster on site to discuss their concerns related to the project.

Task 2 — Coastal Processes Analysis

- No work conducted during this progress period.

Figure 4.5 Example Weekly Progress Update (page 1 from a prior County submittal)



Eisman & Russo, Inc. – INTERA/GEC				
Name: Michael Allen		Position: CEI Inspector		Time In: 6:45 AM
Time out: 6:45 PM				
Note: 1/2 hour lunch taken				
Project Name: South Hammock Dunes			Date of Report: 6/12/2023	Report No.: 10
Project No: 2528 D			Location: South Hammock Dunes	
WEATHER				
Temperature:		Precipitation	Wind	Impact / Remarks
High	Low			
88	72	No	SW @ 5 - 10 MPH	Sea - 1 FT
DAILY REPORT				
Eastman placed 550 LF of material from STA 18+00 to STA 23+50. Based on field observations, 127 Beach dump trucks (Avg. 32 Tons/Truck) delivered an estimated 4,050 Tons (2,800 CY) of material all placed within the template.				
Surveyor on site.				
<u>Passing Stations</u>				
	<u>TONS</u>	<u>CY (1.44)</u>	<u>CY (1.59)</u>	<u>Design Volume (CY)</u>
STA 19+00 -	768	533.33	483.02	633.44
STA 20+00 -	864	600.00	543.40	692.67
STA 21+00 -	864	600.00	543.40	704.63
STA 22+00 -	704	488.89	442.77	634.38
STA 23+00 -	768	533.33	483.02	613.24
There was no material placed outside of the template.				


INSPECTOR:	SIGNATURE	DATE
Michael Allen		6/12/2023



Figure 4.6 Example Daily Construction Observation Report



Competitive Advantage

This section summarizes the key elements that differentiate the INTERA-GEC Team’s approach, team, and customers, for example, from our competitors.

Approach

As documented in the following section and elsewhere in this submittal, our proposed approach assumes the use of upland sand sources to nourish the beach and aims to not adversely affect ongoing federal project and inlet management actions. Both can reduce permitting time as well as save the County money during design and construction activities.

The above approach relates to our business philosophy that we treat all customers as partners and we are cost conscious. Our service philosophy is based on working with customers, rather than just for customers, and to:

- Keep the customer’s interests in mind;
- Ask for the customer’s input;
- Keep our word;
- Make our customer’s life easier; and
- Provide honest, technically sound, and timely answers.

We are cost conscious and only do the work necessary to achieve project objectives. We understand that this work is not a research project. We will avoid duplicating the efforts of engineers and scientists, who have accumulated reliable data attendant to this work.

Team

For over 30 years, INTERA has served as the Florida Department of Transportation’s go-to engineering firm for hydrodynamic and wave assessments of coastal transportation assets, located in and around inlets and along open coasts. Through this experience, we thoroughly understand the dynamic nature of inlet coastal processes. This understanding can prove especially critical in designing a solution at Porpoise Point within the dynamic St. Augustine Inlet. Sediment transport models typically are computer resource intensive. INTERA can apply these models more efficiently through use of its in-house, high performance parallel computing system consists of its 10-node primary cluster located in Gainesville, FL. Each node has two Intel Xeon E5-2630 v4 Ten-Core Broadwell processors at 2.2 GHz. Each node currently has 16 GB of DDR4 RAM, with empty slots available for expansion if project needs require additional memory. Nodes are connected via gigabit ethernet, the motherboards have PCI-Express slots that are empty and expandable to InfiniBand. The cluster head node contains a scratch space with 8, 1 TB SSD drives in raid. The scratch space is capable of 2 GB/s write speeds and 4 GB/s read speeds.

INTERA-GEC and its team members have much experience in north Florida and especially St. Johns County. Furthermore, INTERA and GEC staff have long-time relationships with each of the proposed subcontractors. One Team member, Humiston & Moore Engineers, brings much Florida-based experience with all phases of erosion control structure project implementation. H&M has successfully completed many coastal structures projects in Florida involving groins, T-head groins, spur jetties, and/or breakwaters since 1996. As mentioned, H&M co-founders Brett Moore and Ken Humiston are responsible for the development of the low-profile T-groin design that includes features which successfully minimize

downdrift impacts normally associated with erosion control structures. This design has demonstrated long-term success at several locations with severe and complex erosion problems throughout Florida.

Customers

As an indicator of our successes, over 85% of INTERA's and GEC's business comes from repeat customers. We have achieved this success by providing high quality service and products on time and budget, establishing effective communications, and responding to each customer's specific needs. Approximately 95% of our customers are federal, state, and local governmental agencies like St. Johns County.

Solution Advantages

This section describes two main areas where we believe our approach can benefit the County.

First, given the project's anticipated relatively small footprint and scale, an upland sand source may prove most cost effective and expeditious, as the fill volume requirement likely will not justify the typically high mobilization cost of a dredge. By way of an example, consider needing to fill the Porpoise Point beach with approximately 40,000 cy of sand at a fill density of 20 cy/ft (approximately the fill density contemplated for South Ponte Vedra Beach) along the point's 2,000-ft-long shoreline. Recent bids suggest truck haul sand may cost, including furnishing, hauling, and placing, approximately \$70 - 90/cy. Given an assumed cost \$100/cy, 40,000 cy of fill costs \$4 million. Costs for only mobilizing a dredge to the site could cost that much. Additionally, the process to permit an upland sand source is much faster and less costly than developing an offshore borrow area for this small project area. One only need provide a product sheet from an upland commercial sand mine as part of environmental permitting. Developing an offshore borrow area could require collecting additional bathymetry and vibracores and environmental data as well as coordination with BOEM (if the borrow area locates in federal waters) or FDEP (if the borrow area locates in state waters).

Second, we will design a solution such that it does not adversely affect the ongoing federal projects in the area (St. Augustine Harbor Navigation Project, St. Johns County Shore Protection Project, and St. Johns Coastal Storm Risk Management Project) such that we will not need a Section 408 permit from the USACE. The Section 408 program allows anyone to alter or impact a USACE project. This type of authorization ensures any alterations to a federal project will not harm the project or the public. Like other USACE regulatory activities, seeking authorization under Section 408 takes a long time to complete with unpredictable timing. Because these the ongoing federal projects in the area effectively implement the state-adopted inlet management plan for St. Augustine Inlet, our solution will also not affect plan implementation to the detriment of adjacent beaches north and south of the inlet.

County Advantages

This section describes the major benefits that the County would receive by choosing the INTERA-GEC Team. The Team provides the County with unmatched local knowledge and erosion control structures expertise. For example, INTERA's staff have over 50 years of combined experience addressing St. Johns County's entire coastline, including Porpoise Point and St. Augustine Inlet, working for a variety of stakeholders including St. Johns County; Florida Department of Environmental Protection; Florida Department of Transportation; Florida Inland Navigation District; St. Augustine Port, Waterway, and Beach District; and U.S. Army Corps of Engineers.



INTERA and GEC have supported the County and other local entities on the following coastal projects:

- Porpoise Point Access Ramp (2024-ongoing);
- South Ponte Vedra Park Dune Restoration Project (2023)
- Study of Summer Haven River and Surrounding Areas (2022-2023);
- Mickler’s Fishing Wharf structural evaluation (2022);
- Alpine Groves Park Shoreline Restoration (2022-ongoing);
- Post-Construction Marine Turtle Monitoring for the South Ponte Vedra and Vilano Beach Coastal Storm Risk Management project and the County’s Federal Emergency Management Agency Category B project in Ponte Vedra Beach, South Ponte Vedra Beach, and Crescent Beach (2022);
- Summer Haven Revetment Design-Build;
- Summerhouse CCCL Vulnerability Study;
- Summerhouse V-Zone Letter of Map Revision;
- SR A1A, Post-Hurricanes Matthew and Irma Coastal Erosion Risk Analysis Study, FDOT District 2
- Post-Hurricane Matthew Dune Restoration Economic Benefit Analysis Support;
- Coastal Engineering Disaster Recovery Consulting Services, Post-Hurricane Matthew, Sand Source Study for St. Johns County, Florida Beaches;
- US 1 Bridges over Pellicer Creek Design; and
- Phase II Scour Evaluations of SR 312 over Matanzas River Eastbound and Westbound Bridges, FDOT District 2.

INTERA staff, while with other firms, have supported the County and others on the following coastal projects located within the county:

- Reconnaissance Phase Sand Source Investigation for Northern St. Johns County;
- South Ponte Vedra Beach Dune Restoration Project;
- South Atlantic Coastal Study, Sand Availability and Needs Determination Study, USACE South Atlantic Division;
- St. Johns County Shore Protection Project Physical Monitoring;
- Summer Haven Revetment Repairs;
- Miscellaneous Coastal Engineering Services;
- Summer Haven Beach Maintenance Project;
- Summer Haven River Restoration Project;
- USACE’s Countywide Storm Damage Reduction Feasibility Study in St. Johns County, Shoreline Change Modeling;
- St. Johns County SR A1A Revetment along the Intracoastal Waterway, FDOT District 2;
- SR A1A Seawall Erosion and Scour Study for Vilano Beach, FDOT District 2;
- Matanzas Inlet Sediment Study, Florida Inland Navigation District;
- Summer Haven Breach Preliminary Scoping of Alternatives;
- Guana Tolomato Matanzas National Estuarine Research Reserve – Shell Bluff Revetment, FDEP;
- Avenida Menendez Seawall Restoration;
- St. Johns County Shore Protection Project Beach Fills (1999, 2005, 2012, 2018);
- St. Augustine Inlet Management Plan (Original);
- Matanzas River Bridges Design Bridge Hydraulics Report, FDOT District 2;
- Dry Dock Permitting, Atlantic Marine;

- Flood Insurance Study, FEMA; and
- Sebastian Harbor Marina Shoaling, FDOT District 2;

INTERA-GEC’s proposed Project Manager, Michael Trudnak, PE, has provided design and/or quality assurance review on erosion control structure projects at Fort Pierce Inlet and East Pass in Florida and a mile-long groin field in Los Cabos, Mexico. He has worked on nearly 30 beach and dune restoration/nourishment projects covering approximately 55 miles of shoreline; constructed projects have placed 9,700,000 cy along 39 miles of shoreline. His experience includes the original design and permitting of the 2022 South Ponte Vedra project, including the development and implementation of the geotechnical, geophysical, and cultural resource data collection plan and subsequent design and permitting of the Shoal N3 borrow area as well as coordination with BOEM to help the County obtain the lease for Shoal N3. Mr. Trudnak also prepared numerous physical monitoring reports for the St. Johns County Shore Protection Project, which include beach profile and bathymetry surveys of Porpoise Point, St. Augustine Inlet, and the adjacent beaches, gaining an understanding of the long-term issues facing Porpoise Point as they relate to changes in the inlet channel, ebb shoal, and the north beach.

Additionally, H&M is one of the industry leaders in designing, permitting, and monitoring construction and performance of erosion control structures in Florida. All of H&M’s designed and constructed structures have been monitored and proven to have met their design goals of stabilizing and maintaining beaches in areas that otherwise were critically eroding. Their engineers have designed these structures for open coast applications as well as inland waterbodies. In fact, most of its erosion control structures experience has occurred in areas of inlets and passes. Since 1996, H&M’s Florida erosion control projects include

- Doctors Pass Erosion Control Structures;
- Apollo Beach Nature Park Preserve Erosion Control and Beach Fill Project;
- Honeymoon Island Beach Restoration Project – Phases I & II;
- Hideaway Beach Erosion Control Projects;
- New St. Pete Pier Breakwaters;
- North Keewaydin Erosion Control – Phases I & II;
- Norriego Point Erosion Control Project, East Pass, Okaloosa County;
- Gordon Pass South Jetty Sand Tightening Project, City of Naples;
- South Naples Erosion Control Project;
- North Captiva Island Erosion Control; and
- Marco Island Segmented Breakwater.

Erosion control structures modify the wave forces that cause erosion. Breakwaters and T-groins are the most effective erosion control structures because they allow coastal processes, sand transport in the littoral zone, to continue and avoid impacts to adjacent beaches. Designing these structures (type, layout, number) will dictate the ability of the Porpoise Point Shoreline Stabilization project to meet its goals while not affecting the ongoing federal programs in the area and disrupting the recreational use of the beach (i.e., beach driving) as little as possible. Additionally, none of the erosion control projects designed by the INTERA-GEC Team and constructed have required mitigation for unanticipated impacts.

INTERA-GEC staff have relationships with all of the proposed subcontractors. More importantly, we have worked with the current employees of each of the proposed subcontractors. These working relationships



can benefit the County through them willing to work with us to meet short notice requirements or accommodate changes to schedules and allows us to more effectively anticipate potential challenges posed by the project requirements.

With a local northeast Florida presence, unmatched local knowledge of the County’s coastal zones, and extensive experience with erosion control structures in Florida, the INTERA-GEC Team offers the experience and resources needed to meet and exceed the County’s project needs.

Section 5: Proposed Schedule

The INTERA-GEC Team's proposed schedule on the following pages allows the County to solicit bids during June 2026 and construction phase services to begin by September 2026. This schedule assumes the INTERA-GEC Team will submit FDEP and USACE permit applications five months after receiving our executed contract with the County, FDEP will issue a Joint Coastal Permit 7 months after receiving the permit applications, and USACE will issue a Department of the Army permit 18 months after receiving the application. We will take all steps feasible to expedite this schedule; however, some key items will remain beyond our control, most importantly USACE's willingness to expeditiously process the permit application. Such factors may elongate or shrink the schedule from what we have estimated here.

The following list highlights key assumptions and potential hurdles in meeting the schedule.

- The County will present the Award Recommendation to SJC BOCC on 6/18/2024 (per the RFQ) and execute the Task Order by 8/1/2024.
- Task 1 will determine whether previously collected data from prior studies are sufficient or new data are needed; the schedule does not account for field measurements of waves, water levels, and current velocity for calibration and verification of numerical models if needed.
- The borrow area alternatives evaluation will recommend an upland source, with minimal data collection requirements.
- FDEP will issue only one RAI, 30 days after receiving the permit application/permit modification request; the schedule allows 60 days for our Team to submit a response to the RAI, which may require additional numerical modeling to address regulatory agency concerns.
- Florida Administrative Code Rule 62-4.055 allows FDEP 90 days for permit approval upon receiving a complete application (i.e., a satisfactory RAI response). FDEP often expedites issuance of the permit for beach restoration projects; however, the proposed schedule includes the full 90 days given that structures are typically more difficult to permit.
- USACE will issue only one RAI, 30 days after receiving the application, we will submit a response within 60 days of receiving the RAI, and USACE will issue the permit 540 days (i.e., 18 months) after receiving the permit application. However, unlike FDEP, no rules govern USACE to issue RAIs or permits within any certain timeframe and required federal consultation with U.S. Fish and Wildlife Service and National Marine Fisheries Service often delays permit issuance. We expect USACE to issue the permit 1–2 years after receiving the application; the proposed schedule assumes the midpoint of 1.5 years.
- Project construction should occur within two years of establishing the Erosion Control Line (ECL) to avoid potential protests of the established ECL. Thus, while awaiting the USACE permit, we will coordinate with the County to select an opportune time to conduct the MHW Boundary Line survey that facilitates a smooth ECL process (i.e., capturing wide beach conditions) and provides sufficient time for construction commencement while not delaying construction.
- To expedite the schedule, the INTERA-GEC Team will conduct certain tasks concurrently rather than sequentially. For example, we will begin preparing the permit applications while conducting the project area design and prepare the construction drawings and specifications while awaiting issuance of the USACE permit. Note the Task 7 and Task 8 end dates coincide with receipt of the USACE permit and will accordingly end sooner if USACE expedites permit issuance; we will select a date for the Task 7 construction level survey based on the USACE's permitting progress.
- The County will commence bid solicitation seven days after receiving all permits and contract documents and execute the construction contract with the contractor 60 days after receiving bids.

- Project construction, including mobilization and demobilization, will likely require 6–9 months; the schedule assumes 180 days.

The following pages include a condensed schedule (Table 5.1), showing only the primary tasks for simplicity, and a detailed schedule (Table 5.2) showing select subtasks, followed by a plot of the task end dates and key milestones (Figure 5.1). Inherent in all tasks is time for the INTERA-GEC Team to closely coordinate with the County to receive County review comments on all submittals and satisfactorily address all comments.

Table 5.1 Proposed Schedule (Condensed)

Task Description	Start Date ¹	End Date	Duration (days)
Task 1 — Assessment of Existing Information and Gaps Identification	8/1/2024	8/31/2024	30
Task 2 — New Data Collection ²	8/31/2024	9/30/2024	30
Task 3 — Permit-Level Design of Project Area	8/31/2024	12/29/2024	120
Task 4 — Design of Borrow Area ³	9/30/2024	10/30/2024	30
Task 5 — Permit Application and Submittal ^{4,5,6}	10/30/2024	6/22/2026	600
Task 6 — Erosion Control Line and MHW Boundary Line	7/27/2025	6/22/2026	330
Task 7 — Final Design of Project and Borrow Areas	7/27/2025	6/22/2026	330
Task 8 — Preparation of Construction Documents ⁶	7/27/2025	6/22/2026	330
Task 9 — Bidding Phase Assistance	6/29/2026	7/29/2026	30
Task 10 — Construction Phase Services ⁷	9/27/2026	4/15/2027	200
Task 11 — Post-Construction Documentation	4/15/2027	5/15/2027	30
Task 12 — Environmental Monitoring	5/1/2026	10/17/2026	169
Task 13 — Community Engagement	8/1/2024	5/15/2027	1017
Task 14 — County Coordination	8/1/2024	5/15/2027	1017

Assumptions:

¹Presentation of Award Recommendation to SJC BOCC on 6/18/2024 and Task Order execution by 8/1/2024.

²Does not include field measurements of waves, water levels, and current velocity (for numerical modeling); Task 1 will determine whether previously collected data are sufficient or new data are needed.

³Schedule assumes the borrow area alternatives evaluation will recommend an upland source.

⁴FDEP will issue only one RAI, 30 days after receiving the application. FL Rule 62-4.055 allows FDEP 90 days for permit approval upon receiving a complete application (i.e., satisfactory RAI response).

⁵USACE will issue only one RAI, 30 days after receiving the application, and will issue the permit 540 days after receiving the permit application; however, unlike FDEP, no rules govern USACE to issue RAIs or permits within any certain timeframe.

⁶To expedite the schedule, the INTERA-GEC Team will perform tasks concurrently when possible; we will commence preparing the permit applications during the design phase and the construction drawings and specifications while awaiting the USACE permit.

⁷County will commence bid solicitation seven days after receiving all permits and contract documents and execute the construction contract with the recommended contractor 60 days after receiving bids.

Table 5.2 Proposed Schedule (Detailed)

Task Description	Start Date ¹	End Date	Duration (days)
Task 1 — Assessment of Existing Information and Gaps Identification	8/1/2024	8/31/2024	30
Review available reports and data	8/1/2024	8/21/2024	20
Schedule & conduct FDEP, and USACE pre-application meetings	8/1/2024	8/31/2024	30
Develop data collection plan	8/1/2024	8/31/2024	30
Task 2 — New Data Collection²	8/31/2024	9/30/2024	30
Beach profile survey	8/31/2024	9/30/2024	30
Existing beach sand samples	8/31/2024	9/30/2024	30
Task 3 — Permit-Level Design of Project Area	8/31/2024	12/29/2024	120
Develop permit-level erosion control structure and fill design	8/31/2024	12/29/2024	120
Task 4 — Design of Borrow Area³	9/30/2024	10/30/2024	30
Evaluate Borrow Area Alternatives	9/30/2024	10/30/2024	30
Sediment Compatibility Analysis	9/30/2024	10/30/2024	30
Task 5 — Permit Application and Submittal^{4,5,6}	10/30/2024	6/22/2026	600
Prepare FDEP and USACE permit applications	10/30/2024	12/29/2024	60
Respond to FDEP RAI#1 ⁴	1/28/2025	3/29/2025	60
Coordinate with FDEP post-RAI#1 for issuance of FDEP permit ⁴	3/29/2025	7/27/2025	120
Respond to USACE RAI#1 ⁵	1/28/2025	3/29/2025	60
Coordinate with USACE post-RAI#1 for issuance of USACE permit ⁵	3/29/2025	6/22/2026	450
Task 6 — Erosion Control Line and MHW Boundary Line	7/27/2025	6/22/2026	330
MHW Line survey	7/27/2025	6/22/2026	330
Coordination, conduct public workshop and hearing	7/27/2025	6/22/2026	330
Task 7 — Final Design of Project and Borrow Areas	7/27/2025	6/22/2026	330
Conduct construction-level beach profile survey	7/27/2025	6/22/2026	330
Final design, compute construction quantities	7/27/2025	6/22/2026	330
Prepare construction drawings	7/27/2025	6/22/2026	330
Task 8 — Preparation of Construction Documents⁶	7/27/2025	6/22/2026	330
Prepare Technical Specifications	7/27/2025	6/22/2026	330
Develop Schedule of Values	7/27/2025	6/22/2026	330

Task Description	Start Date ¹	End Date	Duration (days)
Develop Opinion of Probable Construction Cost	7/27/2025	6/22/2026	330
Task 9 — Bidding Phase Assistance	6/29/2026	7/29/2026	30
Attend pre-bid Meeting and assist preparation of addenda	6/29/2026	7/29/2026	30
Task 10 — Construction Phase Services⁷	9/27/2026	4/15/2027	200
Pre-construction Coordination	9/27/2026	10/17/2026	20
Construction Administration (mobilization through demobilization)	10/17/2026	4/15/2027	180
Task 11 — Post-Construction Documentation	4/15/2027	5/15/2027	30
Pre-final and Final Inspections	4/15/2027	5/15/2027	30
Certificate of Completion	4/15/2027	5/15/2027	30
Task 12 — Environmental Monitoring	5/1/2026	10/17/2026	169
Pre-construction monitoring (May 1 - construction NTP)	5/1/2026	10/17/2026	169
Post-construction monitoring	N/A	N/A	N/A
Task 13 — Community Engagement	8/1/2024	5/15/2027	1017
Public Workshop #1 & #2	8/1/2024	6/29/2026	697
Public webpage development and maintenance	7/29/2026	5/15/2027	290
Coordination as needed	8/1/2024	5/15/2027	1017
Task 14 — County Coordination	8/1/2024	5/15/2027	1017
Coordinate with County and provide weekly progress updates	8/1/2024	5/15/2027	1017

Assumptions:

¹Presentation of Award Recommendation to SJC BOCC on 6/18/2024 and Task Order execution by 8/1/2024.

²Does not include field measurements of waves, water levels, and current velocity (for numerical modeling); Task 1 will determine whether previously collected data are sufficient or new data are needed.

³Schedule assumes the borrow area alternatives evaluation will recommend an upland source.

⁴FDEP will issue only one RAI, 30 days after receiving the application. FL Rule 62-4.055 allows FDEP 90 days for permit approval upon receiving a complete application (i.e., satisfactory RAI response).

⁵USACE will issue only one RAI, 30 days after receiving the application, and will issue the permit 540 days after receiving the permit application; however, unlike FDEP, no rules govern USACE to issue RAIs or permits within any certain timeframe.

⁶To expedite the schedule, the INTERA-GEC Team will perform tasks concurrently when possible; we will commence preparing the permit applications during the design phase and the construction drawings and specifications while awaiting the USACE permit.

⁷County will commence bid solicitation seven days after receiving all permits and contract documents and execute the construction contract with the recommended contractor 60 days after receiving bids.

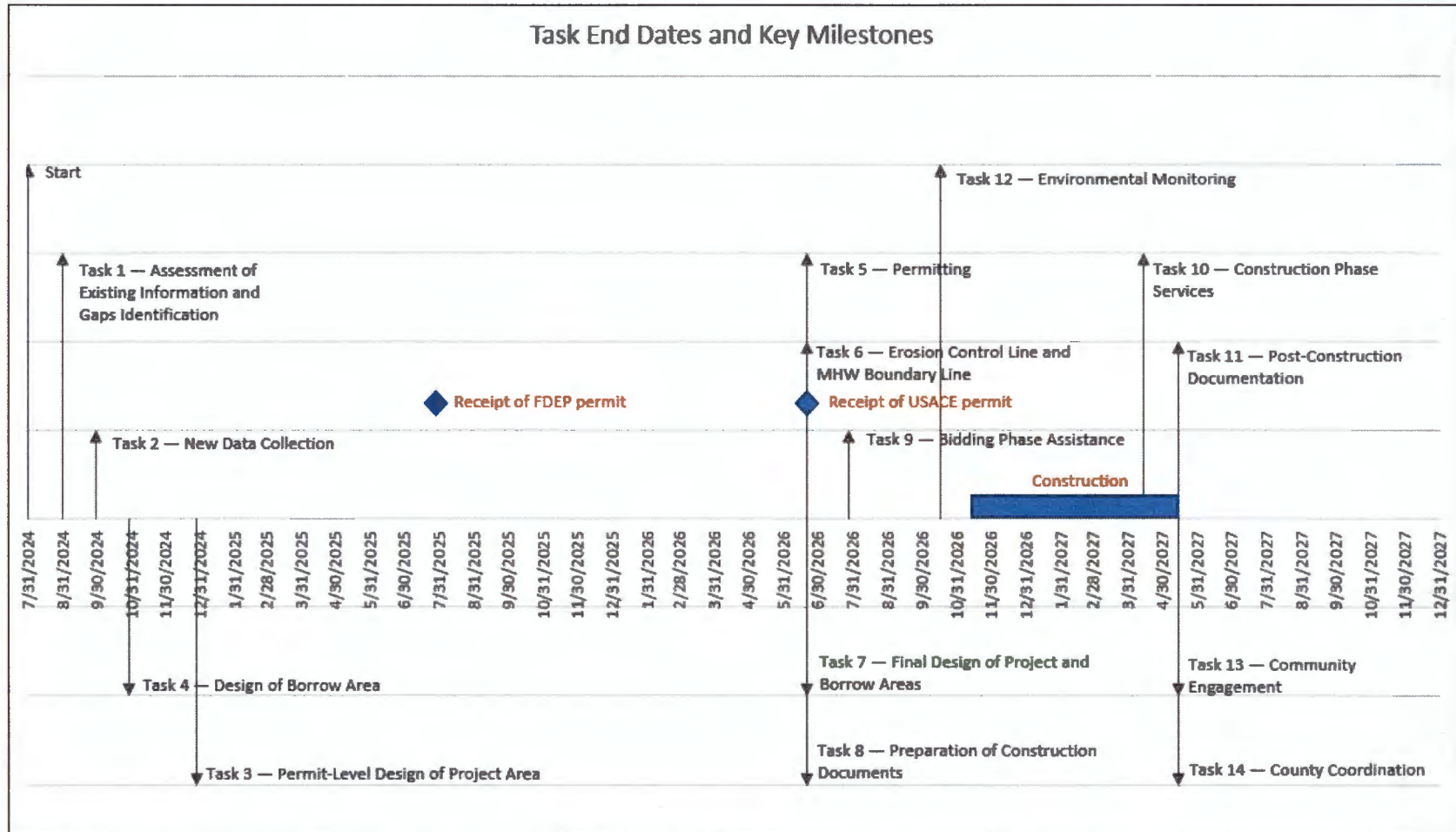


Figure 5.1 Proposed Schedule — Task End Dates and Key Milestones

Section 6: Quality Control Methods

INTERA-GEC embraces the following core service philosophy. We pride ourselves on addressing our clients' needs as if they were our own. We bring to all projects the insights and expertise we have gained from our work on thousands of projects—and a promise to do our best work on each client's behalf. Our service philosophy is based on working with clients as partners, rather than just for clients, and to:

- Keep the client's interests in mind,
- Ask for the client's input,
- Keep our word,
- Make our client's life easier, and
- Provide honest, technically sound, and timely answers.

To ensure we meet this core philosophy, we assign a Project Manager and main point of contact, who is readily accessible and responsible to the County. For this work, INTERA-GEC's Michael Trudnak, PE, our Jacksonville-based Project Manager, will manage in-house resources and our sub-consultants and serve as the main point of contact for the County. He commits to being accessible and responsive to the County for the duration of the project. As overall Project Manager, he will develop and oversee the scope and budget and allocate and approve project staffing and charges. He is also responsible for implementing INTERA-GEC's quality assurance/quality control (QA/QC) plan (described in the next section). A secondary contact includes Michael Krecic, Senior Coastal Engineer. Both individuals' familiarity with the County's coastal issues and past and present projects will allow INTERA-GEC to promptly respond to requests with a thorough understanding of the needs and concerns to be addressed. Their combined experience on St. Johns County projects includes such projects as:

- Study of Summer Haven River and Surrounding Areas and Study of Summer House Erosion
- SR A1A Summer Haven Revetment Reconstruction Design-Build Project
- Mickler's Fishing Wharf Assessment
- Alpine Groves Park Shoreline Restoration
- 2022 Post Construction Marine Turtle Monitoring
- Post-Tropical Storm Fay Summer Haven FEMA Emergency Berm Project,
- Summer Haven Old A1A Revetment Rehabilitation Permitting (pre-Hurricane Matthew),
- Summer Haven Beach Maintenance Project,
- Summerhouse FEMA Letter of Map Revision,
- Summerhouse Vulnerability Study,
- Reconnaissance Phase Sand Source Investigation for Northern St. Johns County,
- South Ponte Vedra Beach Dune Restoration Project,
- Twentieth Street Emergency Fill and Seawall CCCL Permitting,
- Post-Hurricane Matthew Coastal Engineering Disaster Recovery Consulting Services,
- St. Johns County Shore Protection Project, and
- St. Augustine Inlet Management Plan.

Should the County select INTERA-GEC for this work, our Project Manager — in collaboration with INTERA-GEC management and team members — will prepare a draft proposal including (1) Scope of work, (2) Fee budget estimate, and (3) Schedule. Our Project Manager will confer with the County to confirm staff assignments and underlying assumptions. All assigned team members and QA/QC staff will review and approve the proposal before submitting to the County. The INTERA-GEC Team will work with the County to develop a scope, fee, and schedule that best meets the needs of the County.

Following County issuance of the task order, Mr. Trudnak will prepare INTERA-GEC's QA/QC plan. See the Quality Control Methods section below for details of this plan. An essential first step will include holding a kickoff meeting with County staff as well as an internal kickoff meeting with the Team members to discuss key project goals, milestones, and schedule and the QA/QC plan that will lead to a successful project. Throughout the project, Mr. Trudnak will work closely with the County's Project Manager to receive feedback and ensure that the work plan tasks and activities are meeting the County's budget, schedule, and quality expectations.

Project management and control functions will occur in accordance with a well-established web-based system, Axiom's Ajera Complete, which integrates time keeping, accounting, and accounts receivable. INTERA-GEC currently utilizes Ajera on all projects. Because the system is web-based, the Project Manager may access it anywhere and by any device with an internet connection. The Project Manager applies earned value management techniques to advise and lead the team by assessing project performance via comparison of worked performed and work planned and updating and refining the budget and schedule — consistent with the task order — to chart successful completion of the work. Our project management system allows early identification of problem areas so that we can apply any required corrective measures in a timely manner.

Keeping County staff informed of project progress is vital for a successful project. INTERA-GEC will submit weekly progress updates to County staff via email. The updates, submitted in Adobe PDF format, will describe progress since submittal of the prior report, any changes to the project schedule, and include a running log of updates from all prior reports such that each weekly report is all-inclusive of the project's progress since commencement. Regardless of project phase, the progress report will also include a forecasted work plan that shows the planned and actual progress against major work activities. The previous month's activities will show the work planned and the work accomplished. The planned activities will roll up into the appropriate activities planned in the contract detail schedule.

Finally, INTERA-GEC's senior management will perform routine project audits with the County to assess project performance and reallocate resources as necessary to address potential issues. At internal INTERA-GEC team meetings held throughout the project, members will discuss County feedback. We will use this information to improve quality and performance on this and succeeding County projects.

Quality Control Methods

Upon receiving the work, Mr. Trudnak, in consultation with the Team's QA/QC principals, will develop a QA/QC plan. The plan will identify the individuals responsible for quality control and the specific procedures utilized to ensure delivery of a quality product. The plan will also detail quality assurance measures, the method of accountability, and required documentation. Quality results from a partnership between those providing the technical services and those responsible for quality assurance. Those providing technical services must implement quality control to ensure products and services meet or

exceed expectations of quality. Those responsible for quality assurance must review or audit these products and services to ensure the quality control efforts achieve the desired results. INTERA-GEC will follow a uniform review process regardless of the team members performing the work.

Philosophy

Work products and client service act like a consultant's business card. A team that produces high quality and accurate documents and services on time and budget will improve its chances of receiving continued service contracts from its clients. The essence of ensuring quality products and services occurs through the establishment of effective and ongoing quality control procedures. These effective quality control procedures begin with bringing together knowledgeable staff dedicated to producing a quality product and providing quality service. A QA/QC plan itself establishes a series of checks. These checks ensure our clients that the documents and services produced meet the intent of the scope of services, as well as any required modifications to that scope that arise as INTERA-GEC produces the documents and provides the services. Quality control can only prove effective if all members of the team commit to the plan. This commitment must include dedicated design staff, project managers, and especially top management. Each staff member must know the key elements of a QA/QC plan. These key elements include:

- Knowledge of design criteria, standards, and specifications,
- Understanding of the client's and project's requirements,
- Implications of failure to produce a high-quality product or provide responsive client service,
- Familiarity with office procedures and practices,
- Organization and clarity of reports, permit applications, plans, presentation graphics, specifications, and calculations,
- Maintenance and organization of project records,
- Maintaining design skills through training and education in new techniques,
- Continuous review of documents, and
- Legal liabilities of the team as it relates to the project.

Objectives

For this project, INTERA-GEC has established the following general objectives.

- Products of this work will align with the policies, procedures, and standards of the County as well as industry-accepted practices.
- Data collection and all data analysis will adhere to professionally accepted methods and standards including those of the Florida Department of Environmental Protection, U.S. Army Corps of Engineers and its sister agencies, the Bureau of Ocean Energy Management, and the Federal Emergency Management Agency.
- All work performed as a part of this work will utilize a format that allows easy use by others. Permit applications, plans, and specifications will appear clear and concise.
- Public presentation graphics will address the technical aspects of the project with the stakeholders in mind.
- Construction management support services will adhere to the philosophy that we are acting as the County's representative.

Duties and Responsibilities

INTERA-GEC has assigned the responsibility of quality assurance to Mark Gosselin, PhD, PE as QA Principal-in-Charge. They will review and certify that staff have performed production and quality control procedures effectively and appropriately. The overall quality of a project is the responsibility of INTERA-GEC's Project Manager, Michael Trudnak, PE. Various technical professionals will also participate in the quality control process for this project. The quality control team consists of the following personnel:

- QA Principal-in-Charge,
- Project Manager,
- Reviewers, and
- Responsible Professionals.

The specific responsibilities and duties of these individuals appear below.

QA Principal-in-Charge

Mark Gosselin, PhD, PE will accomplish his responsibilities by the early definition of the project's products and services, early establishment and review of project strategies, review of critical activities in the project schedule, oversight of quality control reviews to ensure that they have occurred, and identification of coordination efforts required for final reviews.

Project Manager

The Project Manager, Michael Trudnak, PE, participates, coordinates, and leads the quality control process for this project. The Project Manager has primary responsibility for the production activities and for the quality of the technical design products and services. The Project Manager will ensure that all five project sub-consultants (Humiston and Moore Engineers, Arc Surveying & Mapping, CMar Consulting, Coastal Conservation Group, and Gulfstream Design Group) will follow the same quality control procedures. The Project Manager will select an individual team of professionals to review the various design elements. The Project Manager will schedule the quality assurance reviews and ensure Responsible Professionals incorporate or address all comments from these reviews in the final product before delivery. The Project Manager will assume responsibility for evaluating the clarity of the final products to ensure they comply with the intent of the County. The Project Manager will ensure communication among the quality control team and resolve any disagreements between the reviewer and originator of the comments.

QC Reviewers

The Project Manager will assign experienced professionals to perform the quality control reviews for each element of the work on this project. The reviewers, independent of the production of the project, will verify the accuracy of the work, ensure the work conforms to the project requirements, and the work is free of errors and omissions. The QC Reviewers will check concepts, methods of preparation, and presentation. The QC Reviewers will review all draft documents (e.g., permit applications), letters, presentation materials, and/or completed conceptual and final design calculations and cost estimates.

Responsible Professionals

The Responsible Professionals (i.e., any INTERA and GEC technical staff assigned to this project) must understand the standards, policies, and procedures of INTERA-GEC and the County. Staff will comply with

these criteria or will highlight necessary variances. The Responsible Professionals will implement revisions after each quality control review. Figure 6.1 shows the flow chart of the envisioned QC process.

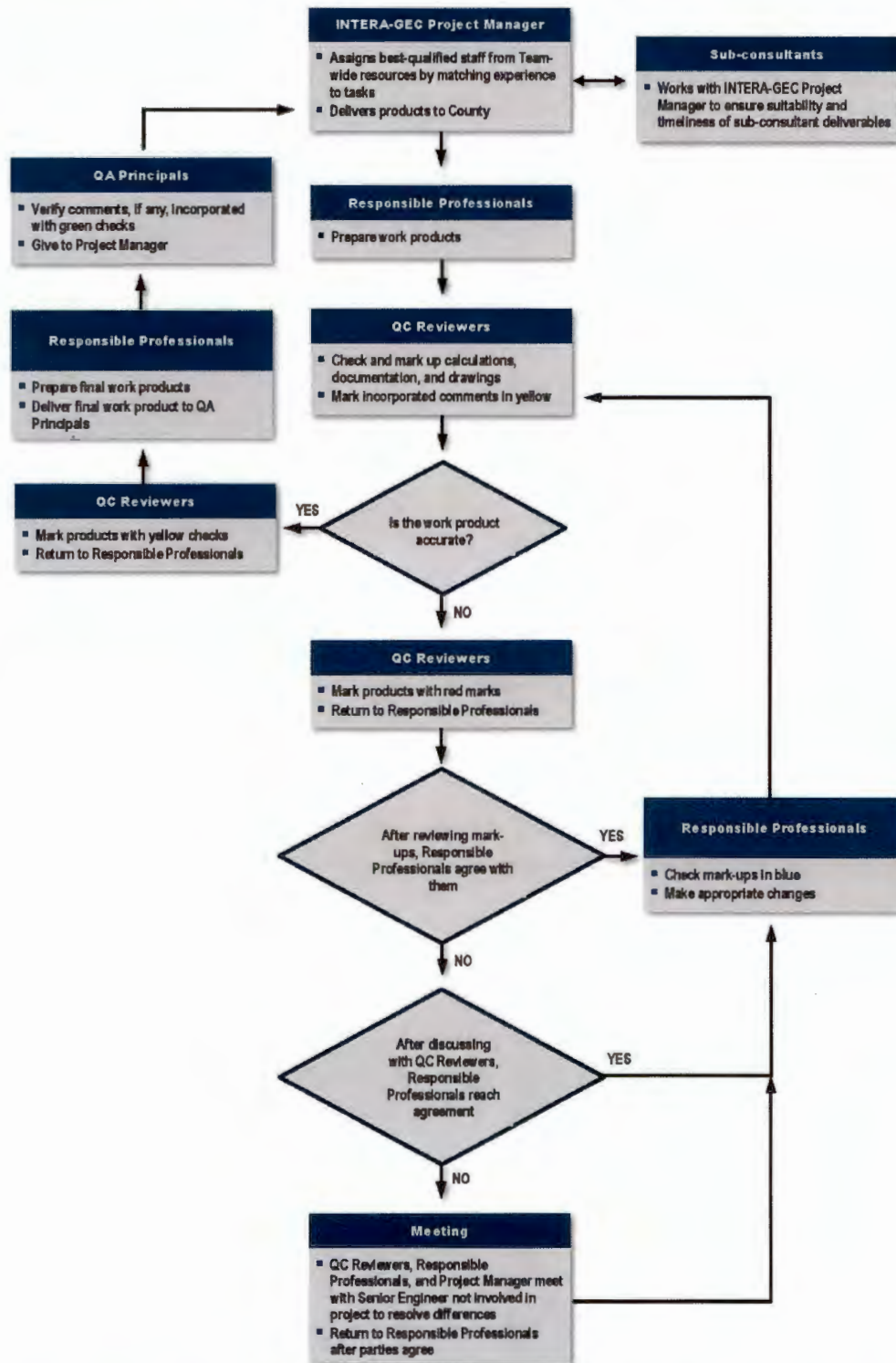


Figure 6.1 Quality Control Process Flow Chart

QC Activities

A. Kick-off Meeting

At the commencement of the project, the Project Manager, inviting all Responsible Professionals and designated QC Reviewers for this project, will conduct a Kick-off Meeting. At this meeting, the Project Manager will explain the quality control process, establish the quality control roles, and distribute a copy of the project's scope of services along with the project schedule. The Project Manager will record attendance at this meeting and prepare meeting minutes for post-meeting distribution to all attendees.

B. Development/Preparation of Standard Checklists

The Project Manager, at the beginning of the project, will modify INTERA's standard checklists for use on this project. These checklists will likely include:

- General study items,
- Desktop data collection,
- Field data collection,
- Borrow area design,
- Beach fill design,
- Permit applications/modifications requests
- Borrow area lease request
- Construction plans and specifications
- Construction schedule
- Opinion of probable cost for beach fill construction
- Bidding phase assistance,
- Construction phase services,
- Construction close-out activities,
- Post-construction physical and environmental monitoring,
- Community engagement presentation materials, and
- Other services as needed.

Based on the scope of services, contract negotiations, and other items identifying project requirements, the Project Manager will customize these checklists to reflect the true scope of services for the project.

The Project Manager will use these checklists to establish work assignments for the preparation of the work elements. Work activities will follow these customized checklists to ensure that at the end of a phase period, the Responsible Professionals have completed the components for that phase of the project.

Quality control activities will utilize the customized checklists before submitting products for phase review by the County. QC Reviewers will mark comments from their reviews on these checklists. INTERA-GEC will keep these marked-up checklists and include them in the project's files.

C. Production Checking Requirements

Before each submittal review (e.g., permit applications and construction documents), the Responsible Professionals for each work element will use the adjusted checklist to document their detailed checking of all work prepared under their direction.



D. Coordination Reviews

The Project Manager and the Responsible Professionals will use the adjusted checklist and a Quality Process Log to document reviews. These reviews serve to check compatibility of all project elements, the inclusion of project requirements and conditions, readability, and completion of all documents before each phase submittal.

E. Control of Subconsultants

A schedule of submittals and requirements for deliverables for our subconsultant will appear in the project schedule. The Project Manager will regularly contact the subconsultants to monitor their progress on this project.

F. Technical Professional Reviews

The Responsible Professionals, before submitting the final product to the Project Manager, will have the product completely reviewed by a QC Reviewer, an individual with the necessary professional expertise to accomplish this review.

G. Use of Review Checklists

INTERA-GEC will utilize review checklists to control the quality of the deliverables.

The anticipated deliverables include:

1. An existing data review and gaps identification report,
2. BOEM lease request, including any NEPA documentation,
3. FDEP permit application and any RAI responses,
4. Department of Army permit application and RAI responses,
5. Draft and final construction plans and specifications,
6. Opinion of probable costs and schedule of values
7. Anticipated construction schedule,
8. Pre-bid meeting technical agenda and post-meeting notes,
9. Pre- and post-construction (validation) beach profile surveys
10. Documentation of contractor construction activities,
11. Environmental monitoring results,
12. Construction progress website, and
13. Other deliverables as needed.

INTERA-GEC will mark deliverables with the following QC stamp that shows the QC process.



QUALITY CONTROL TRACKING STAMP					
STEP	ACTIVITY	TASK OR DISCIPLINE			
1	READY FOR REVIEW	RP:			
		DATE:			
2	REVIEW OF THE DELIVERABLE (YELLOW = OK; RED = CORRECTION)	QCR:			
		DATE:			
3	CONCURRENCE (BLUE)	RP:			
		DATE:			
4	INCORPORATION (YELLOW)	RP:			
		DATE:			
5	VERIFICATION (GREEN CHECK = OK; BLACK = FIX)	QCR:			
		DATE:			

Coordination of Sub-consultants

We will perform and manage work with an overriding principle — INTERA-GEC is responsible and accountable to the County for the management and quality of all work conducted by the sub-consultants. The project schedule will include a schedule of submittals and requirements for our sub-consultants. The Project Manager will regularly correspond with our sub-consultants to monitor their progress on their task assignments.

Ability to Meet Schedules in a Timely Manner

An excellent indicator of INTERA’s and GEC’s successes in meeting schedules and budgets is the long-term relationships we have been able to establish with clients. Notably, over 85% of our business comes from repeat clients. We have achieved this success by providing high quality service and products on time and budget, establishing effective communications, and responding to each client’s specific needs. In cases where a budget is exceeded and work remains, we typically perform the remaining work at our own expense. Our employees and clients clearly stand behind our core values of integrity, excellence, and accountability. The longevity of the INTERA-GEC member companies—both INTERA and GEC have been in business for over 35 years—and record of client satisfaction demonstrates our ability in managing our workloads to deliver high quality products and service in accordance with project budgets and schedules.

The INTERA-GEC Team offers St. Johns County the resources needed to complete the work associated with this request. Currently, INTERA-GEC’s member firms, INTERA and GEC, employ nearly 400 full-time engineers, scientists, and support staff. However, in the event performance of the work deviates from the budget and time schedule, INTERA-GEC will put together a recovery plan to achieve compliance with the approved schedule. Mr. Trudnak will immediately notify the County of any schedule deviations and work with the County to bring the project back into compliance. Should non-compliance issues arise through no fault of INTERA-GEC, we will make note of these deviations and immediately alert the County so that we can collaboratively work together to solve any issues and bring the project back into compliance or adjust subsequent downstream activities accordingly while limiting their effect on the project completion date.



ATTACHMENT A
QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a **Qualified Engineering Firm** for RFQ 1783 Porpoise Point Shoreline Stabilization

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

N/A

(Full Legal Company Name)

This 16th day of April, 2024

Attest: B Melhem

APPROVED: Mark Gosselin

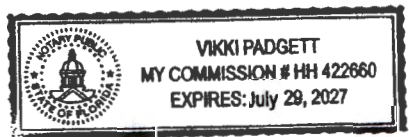
By: Bonnie Melhem, Controller
Name and Title of Officer

By: Mark Gosselin, Manager
Name and Title of Authorized Officer

As Notarized

By: Vikki Padgett

(Corporate Seal)



ATTACHMENT B
CLAIMS, LIENS, LITIGATION HISTORY
RFQ 1783 Porpoise Point Shoreline Stabilization
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

N/A

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____

If no, please explain why? N/A

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT C
AFFIDAVIT OF SOLVENCY
RFQ 1783 Porpoise Point Shoreline Stabilization

PERTAINING TO THE SOLVENCY OF INTERA-GEC, LLC, being of lawful age and being
duly sworn I, Mark Gosselin, as Manager (ex: CEO,
officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually,

DATED this 16th day of April, 2024.

Mark Gosselin

Signature of Affiant

Mark Gosselin

Printed Name of Affiant

Manager

Printed Title of Affiant

INTERA-GEC, LLC

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of April, 2024, by Mark Gosselin, who is personally known to me or has produced _____ as identification.

Vikki Padgett

Notary Public

My Commission Expires: 7/29/2027



ATTACHMENT D
AFFIDAVIT

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

At the time the Qualification is submitted, the Respondent shall attach to his submittal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Alachua. Before me, the undersigned authority, personally appeared Mark Gosselin who, being duly sworn, deposes and says he is Manager (Title) of INTERA-GEC, LLC (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ 1783 Porpoise Point Shoreline Stabilization**

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

DATED this 16th day of April, 2024.

Mark Gosselin
Signature of Affiant

Mark Gosselin
Printed Name of Affiant

Manager
Printed Title of Affiant

INTERA-GEC, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of April, 2024, by Mark Gosselin, who is personally known to me or has produced _____ as identification.



Vikki Padgett
Notary Public
My Commission Expires: 7/29/2027

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.
RESPONDENT MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO THE QUALIFICATIONS SUBMITTAL.

ATTACHMENT E

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ 1783 Porpoise Point Shoreline Stabilization**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Respondent's, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Respondent's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.


It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: INTERA-GEC, LLC

Authorized Representative(s): 
Signature

Mark Gosselin/Manager
Print Name/Title

Signature

Print Name/Title

ATTACHMENT F
St. Johns County Board of County Commissioners
DRUG-FREE WORKPLACE FORM
RFQ 1783 Porpoise Point Shoreline Stabilization

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

INTERA-GEC, LLC does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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



Signature

4/16/2024

Date

ATTACHMENT G
E-VERIFY AFFIDAVIT
RFQ 1783 Porpoise Point Shoreline Stabilization

STATE OF Florida
COUNTY OF Alachua

I, Mark Gosselin (hereinafter "Affiant"), being duly authorized by and on behalf of INTERA-GEC, LLC (hereinafter "Respondent") hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of RFQ No. 1581 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent 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 Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to 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 subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this 16th day of April, 2024.

Mark Gosselin

Signature of Affiant

Mark Gosselin, Manager
Printed Name & Title of Affiant

INTERA-GEC, LLC
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of April, 2024, by {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification. Mark Gosselin

Vikki Padgett

Notary Public

My Commission Expires: 7/29/2027



ATTACHMENT "H"
LIST OF PROPOSED SUB-CONTRACTORS
RFQ 1783 Porpoise Point Shoreline Stabilization

Respondent shall submit any and all sub-contractors proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Services
Humiston and Moore Engineers	Erosion Control Structure Design and Permitting Support	Mohamed Dabees	239-594-2021 md@humistonandmoore.com	25
Arc Surveying & Mapping, Inc.	Topographic and Hydrographic Surveying	Richard Sawyer	904-384-8377 rsawyer@arcsurveyors.com	5
CMar Consulting, LLC	Environmental Assessment, GIS Database, and Web Services Support	Alexandra Carvalho	904-933-4806 alexandra@cmarconsulting.com	5
Coastal Conservation Group	Environmental Monitoring	Tara Dodson	904-814-2172 Tara@coastalconserva-tiongroup.com	3
Gulfstream Design Group, LLC	Construction Phase Services Support	Michael Whelan	904-794-4231 michael@gulfstreamdesign.com	12



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

**RFQ NO. 1783
REQUEST FOR QUALIFICATIONS**

Porpoise Point Shoreline Stabilization

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/Index.aspx**

Draft 3/18/24

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PART III:	SUBMITTAL INSTRUCTIONS & FORMAT
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PART VI:	ATTACHMENTS AND EXHIBITS

SEPARATE DOCUMENTS

EXHIBIT 1 The United States Army Corps of Engineers (USACE) Termination Report

PART I: GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Terms used within this Request for Qualifications (“RFQ”) shall have the meaning as set forth in the definitions established by the St. Johns County Purchasing Policy (“Policy”), or as provided herein.

B. PURPOSE & INTENT

The purpose of this Request for Qualifications (RFQ) is to solicit Qualifications from Respondents, who are licensed to perform engineering service in the State of Florida, in accordance with Florida Statutes § 287.055 to design, engineer, permit, develop construction-ready documents, assist the County with the bidding process and provide construction administration services for Porpoise Point Shoreline Stabilization Project in St. Johns County.

The intent of the County is to select the most qualified Respondent, based upon evaluation of submitted Qualifications and presentations/interviews with shortlisted Respondents, for the purposes of negotiating and awarding a contract for completion of the Services.

C. SUBMITTAL DEADLINE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Division by or before **four o’clock (4:00PM EST) on Thursday, April 25, 2024**. Any Qualifications received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Qualifications must be submitted to: St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

All mail delivered to the County is processed through SJC Central Receiving. Respondents must factor the additional time for processing when mailing their Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County’s Central Receiving Office.

Additionally, the County is not responsible for Proposals that are incorrectly labeled, addressed, mailed or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Proposal that is not received in the SJC Purchasing Department shall be returned to the Proposer, unopened.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ must be directed, **in writing**, to the following Designated Point of Contact provided below:

Designated Point of Contact: Sherrie Ashby, Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: sashby@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Greg Lulkoski, Procurement Coordinator at glulkoski@sjcfl.us.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFQ.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ shall be directed, **in writing**, to the Designated Point of Contact as provided above, by or before **four o'clock (4:00PM) EST on Friday, April 12, 2024**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Submittal Deadline for Qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFQ, through and until the Submittal Deadline for Qualifications, the County will issue an Addendum.

Advertisement of RFQ	March 18, 2024
Deadline for Questions	April 12, 2024
Issuance of Final Addendum	April 15, 2024
Deadline for Submittal of Qualifications	April 25, 2024
Evaluation of Qualifications Submittals & Shortlist	May 2, 2024
Interviews with Shortlisted Vendors	May 9, 2024
Presentation of Award Recommendation to SJC BOCC	June 18, 2024

H. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for qualifications. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Respondent is solely responsible for including any and all information, clarifications, revisions, or other directions provided by the County in each Addendum in their submitted Qualifications. Respondent must acknowledge each and every Addendum issued by the County and attest to its inclusion in their submitted Qualifications. Failure by Respondent to include any Addendum in their submitted Qualifications, may result in the submitted Qualifications being deemed non-responsive to the requirements of this RFQ.

I. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of the County.

J. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all Qualifications, waive minor formalities and irregularities, and to award to the Respondent that serves the best interest of the County.

K. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy (“Policy”), and associated procedures are incorporated into this RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or suspend/debar as appropriate, any Respondent or Supplier that does not comply with the applicable requirements set forth in the Policy

and associated procedures.

L. LOCAL PREFERENCE

While Section 16.3.1 of the Policy does provide for the consideration of Local Preference, this requirement is being waived, in accordance with Policy, due to the the possibility of grant funding, size and scope of the project.

M. SUB-CONTRACTORS

If a Respondent elects to sub-contract with any Contractors, Consultants, or Suppliers, for any portion(s) of the required Services, Respondent must identify all such Sub-Contractor(s) in the submitted Qualifications, along with the portion(s) of the Services, they are proposed to perform. The County may, at its discretion, require Respondent to submit any and all relevant data necessary to establish to the satisfaction of the County, the qualifications, reliability and responsibility of the Sub-Contractor(s) proposed, to ensure, they are appropriately qualified and capable to perform the specified Services.

Prior to award of a contract, the County will notify the Respondent, in writing, if the County, after due investigation, has reasonable and substantial objection to any proposed Sub-Contractor. The Respondent may then submit an alternate Sub-Contractor for consideration of the County, at no additional cost to the County, or may request to withdraw from consideration of award. If the Respondent fails to propose an alternate Sub-Contractor within seven (7) calendar days of the original notification, the County may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with the County or any other agency.

The awarded Respondent is responsible for ensuring that proposed Sub-Contractors only perform the Services for which they were proposed and accepted by the County, and Respondent must not change the Sub-Contractor(s) without prior written approval by the County.

The awarded Respondent shall be responsible for any and all Services performed by any Sub-Contractor(s) and such sub-contracts shall not relieve the awarded Respondent of any obligations or responsibilities stated in the awarded Contract.

N. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondents social, political, or ideological interests when determining if the Respondents is a responsible Respondent. Proposers are further notified that the County's governing body shall not give preference to a Respondent based on the Respondents social, political, or ideological interests.

O. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal, state and local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The awarded Respondent shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) throughout the duration of the awarded Contract.

P. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, Florida Statutes, the awarded Respondent and any Sub-Contractor(s) shall register with and use the E-Verify system to verify

the work authorization status of all employees hired on or after January 1, 2021.

1. Awarded Respondent shall require each of its Sub-Contractors to provide the Respondent with an affidavit stating that the Sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. The Respondent shall maintain a copy of such affidavit for the duration of the awarded Agreement.

2. The County, awarded Respondent, or any Sub-Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Respondent otherwise complied, shall promptly notify the Respondent and the Respondent shall immediately terminate the contract with the Sub-Contractor.
4. The County and the Respondent hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
5. The Respondent acknowledges that, in the event that the County terminates the awarded Contract for the Respondent's breach of these provisions regarding employment eligibility, then the Respondent may not be awarded a public contract for at least one (1) year after such termination. The Respondent further acknowledges that the Respondent is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.
6. The Respondent shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

PART II: SCOPE OF SERVICES

Background

Porpoise Point in St. John's County has suffered periods of sudden erosion damage throughout the years. The erosion is causing the exposure of residential building foundations and underground public utilities, flooding the right of way, and reducing or eliminating recreational space. There is a need to reduce coastal storm damage and to develop a solution to protect this area from future storm events and prevent further erosion.

The United States Army Corps of Engineers (USACE) has already completed a preliminary study of the project area under their Continuing Authorities Program. The USACE project team worked with St. Johns County and other state and federal stakeholders following the planning process to develop a permanent solution to the problems identified. Through coordination meetings, 19 management measures were identified to reduce coastal storm damage to the Porpoise Point vicinity. Management measures were combined in different permutations, resulting in 32 alternatives. The alternatives were screened and scored against the planning problems, objectives, constraints, and considerations to develop the final array of alternatives consisting of four alternatives and the no-action plan. All of the final alternatives (except the no-action plan) contained a groin feature (shore perpendicular structure) or a breakwater feature (shore parallel structure), or both, to trap sand at Porpoise Point. Combining this with an initial beach nourishment and dune feature would reduce impacts of erosion, wave attack, and storm surge inundation to the beach and the upland public utilities and residential structures. The project site lies within the CBRA System Unit P05 (Conch Island) and federal assistance, including construction, is prohibited in the CBRA System Units. Due to this restriction, the Corps was unable to complete their study. A termination report was completed and is attached (Exhibit 1).

This project will construct a hard armor structure to help trap the sand on the shoreline and prevent further erosion. Additionally, the structure will reduce the wave impact on the shoreline without negatively impacting the surrounding areas.

Objectives

The County desires to select a Consultant to design, engineer, permit, develop construction-ready documents, assist the County with the bidding process for a construction contractor, and provide construction administration services for a shoreline stabilization structure to reduce coastal storm damage and restore recreational space. The selected Consultant will:

- Design a structure and beach fill that will meet the project goals

- Model proposed structure to determine no adverse effects
- Submit and obtain any applicable permits for the selected structure
- Permit a borrow source for the project
- Develop an estimate of construction costs and schedule
- Assist in community engagement and easement acquisition
- Assist the County with the bidding process aimed at procuring the construction contractor
- Provide construction administration services
- Perform any pre, during, and post-construction environmental and physical monitoring

Scope of Services

A. Existing Data Review and Gaps Identification

1. All data mentioned in the Background section will be available for use by the Consultant. The Consultant will review the data and any other relevant data/reports to determine any additional data needs.

B. New Data Collection

1. After completion of Task 1 the consultant should use that information to conduct any additional data collection efforts.

C. Design and engineering

1. The consultant shall continue where the USACE CAP termination report ended to develop a structure and beach fill that will meet the project goals.

D. Modeling of Selected Structure

1. During the engineering of the proposed structure the consultant must fully analyze any effects the structure may have on the surrounding beaches, waterways, and structures, making sure to design the structure in such a way as to limit the negative effects on the surroundings.

E. Borrow Area Development

1. Through the review of the existing data, current leases, and any other relevant sources, the Consultant shall develop and permit a borrow area for the project area. This could include already permitted upland sand sources or beneficial use of dredge material from the inlet. If an upland sand source is not viable the consultant should implement a detailed phase borrow area investigation to define the borrow sites to the level sufficient for project volumetric and sand quality needs, permitting, and excavation design. Typical fieldwork expected in this phase includes the assessment and potential collection of additional, fine-grid vibrocore, sub-bottom seismic, hydrographic, side scan, and magnetometer survey data. The cultural resources component of work may require diver investigation of anomalies. Note that fieldwork in federal waters may require Bureau of Ocean Energy Management (BOEM) permits. The Consultant shall confirm the documentation of the environmental characteristics of the borrow area at a level sufficient for permitting and leasing. The Consultant should be prepared to develop an Environmental Assessment of the borrow area if required by the permitting agencies. Diver investigation of hardbottom resources may also be required should such resources be present. The Consultant shall use the results of the above surveys, analyses, and assessments to finalize the proposed borrow area. Typical items necessary for such definition include – the locations, depths of cut, sand characteristics (color, grain size distribution, and content), sand volumes, and sand compatibility. If required by the regulatory agencies or BOEM, the Consultant shall conduct a borrow area excavation impact analysis.

F. Permit Application Preparation and Submittal

1. As early as possible, the Consultant shall conduct coordination/pre-application meetings with the United States of Army Corps of Engineers (USACE), the Florida Department of Environmental Protection (FDEP), and the Bureau of Ocean Energy Management (BOEM) and any other relevant agency identified by the consultant to communicate to them the project objectives and come to an understanding on the information, data, and analyses needed to submit complete applications for respective permits and lease agreements. For example, these meetings should discuss agency needs and concerns, the need for

any borrow site excavation impact analyses, the level of National Environment and Planning Agency (NEPA) coordination necessary, etc. The Consultant will prepare and submit permit application packages with the goal of obtaining all necessary state and federal permits. Typical elements included in the application packages include project narratives, drawings, water quality variance analyses, legal description of borrow area, staging areas, monitoring plan, sediment Quality Assurance/Quality Control (QAQC) plan, contingency plan, and pipeline corridor (if applicable).

2. This task may include USACE section 408 review and the consultant must prepare and submit for this approval.
3. The Consultant shall keep BOEM informed throughout the permitting phase, should the borrow area lie in federal waters.
4. The Consultant will promptly and comprehensively respond to requests for additional information from the regulatory and commenting agencies.

G. Lease Agreement for Borrow Area in Federal Water

1. If needed, the Consultant shall prepare and submit, if the borrow area is in federal waters, all information necessary for the County to execute with BOEM the Negotiated Noncompetitive Agreement for Use of Outer Continental Shelf Sand, Gravel, and/or Shelf Resources.

H. Erosion Control Line and MHW Boundary Line

1. If needed, the consultant shall assist the County in the erosion control line process. Coordinating with the regulatory agencies to determine if an ECL is required.
2. This task could include ECL Survey, Public Hearings, drafting and mailing notices, and attending public meetings.

I. Placement and Borrow Areas Final Design

1. The consultant will finalize the design of the shoreline stabilization project and prepare plan and cross-section views at 100 ft increments; define the landward limit of fill to assist the County in obtaining construction easements from upland property owners. If needed, the Consultant will design appropriate methods to address parcels with no construction easements. The consultant will also, if applicable, finalize the borrow area design necessary to go to construction.
2. Develop any other related material necessary to finalize the placement and borrow area design.

J. Preparation of Construction Documents

The Consultant shall:

1. Prepare construction-ready plans and specifications (including basis and measurements for payment) consistent with all permits, and of a level suitable for insertion into the County's procurement package to secure a construction contractor.
2. Develop all project construction quantities.
3. Estimate construction costs and the construction schedule.
4. Develop any other related materials

K. Bidding Phase Assistance

1. The Consultant will prepare for and attend the pre-bid meeting and promptly answer any technical questions potential bidders may have.

L. Construction Phase Services

1. Acting as the County's Representative, the Consultant shall provide all construction administration services required to execute a successful construction project consistent with all permits, the NNA, and project construction documents. Construction Management Support, to include:
2. Public Engagement
3. Contractor Initiation and Kickoff Meeting
4. Agency Coordination and Notification
5. As needed pre-construction beach surveys
6. Construction Engineering and Oversight
7. Change order reviews and project recommendations
8. Supplemental Beach Surveys
9. Validation surveys or spot checks of completed sections of the project

10. Construction Phase Environmental Monitoring

11. Any other task the consultant identifies as necessary for construction management support

M. Post-construction documentation, to include:

1. Coordination with contractors and agencies necessary for the closeout of the construction project.
2. Project Closeout - Development of final As-Built drawings and coordination with all local, state, and federal agencies.
3. Notice of Completion: Preparation and submittal of the Notice of Completion and supporting documentation as required by the state and federal regulatory authorizations including FDEM.
4. Deliverable: database with project record including as-built drawings, memo with recommendations for acceptance of the project, and any other documents necessary to ensure compliance with the applicable permits

N. Environmental Monitoring

1. Seasonal Environmental Monitoring - Marine turtle nest monitoring will occur as described in the FDEP permits.
2. Marine turtle nesting survey report.
3. Gopher Tortoise Monitoring and/or relocations
4. If applicable shorebirds, Indigo Snakes, Anastasia Beach Mice, North Atlantic Right Whale
5. Any remaining permit required environmental monitoring

O. Community Engagement

1. The Consultant shall assist the County in public forums throughout the project which information concerning the progress of the project can be communicated to the communities and community input can, in turn, be received.

P. Additional Services

1. The Consultant will state in their proposal any additional services it thinks are necessary to achieve the project objectives.

PART IV: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting Qualifications in response to this RFQ. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations. It is expressly understood, no Respondent may seek or claim any award and/or re-imburement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Qualifications received in response to this RFQ shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

By submitting Qualifications, in response to this RFQ, Respondent certifies that its representatives have carefully read and fully understand all instructions and requirements provided in this RFQ, and have full knowledge the scope, nature, and quality of work to be performed for the County. All Qualifications submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days from the Submittal Deadline.

Respondents are responsible for complying with all applicable provision of the Policy as well as all applicable rules, laws, codes, and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum requirements that Respondent must meet in order to be considered responsible to perform the specified Services. Respondent must submit sufficient documentation to clearly demonstrate that Respondent meets or exceeds the following minimum qualification requirements:

1. Must be a State of Florida licensed Engineering Firm, or Architect, or Landscape Architect, as defined in

Chapter 287.055(2)(h)(2), Florida Statutes or in accordance with Section 491.023 Florida Statutes; and

2. Must have an active registration with the State of Florida, Department of State, Division of Corporations; and
3. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award.
4. Must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited
5. Must have successfully completed, as the lead firm, a minimum of three (3) projects in the State of Florida in the last ten (10) years of similar size and scope to that described herein.

Failure by any Respondent to meet the minimum requirements stated above, shall result in Respondent being deemed non-responsible and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract.

C. JOINT VENTURE

In the event a Joint Venture submits Qualifications, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Qualifications, as stated herein, or as revised by Addendum. The documents included in the Joint Venture's Qualifications must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power-of-Attorney. The Joint Venture's Qualifications must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Contract.

D. TRADE SECRETS

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. USE OF COUNTY LOGO

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

F. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this RFQ 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.
2. In accordance with Florida law, to the extent that Respondent's performance under the awarded Contract constitutes an act on behalf of the County, Respondent shall comply with all requirements of Florida's public records law. Specifically, if Respondent is expressly authorized, and acts on behalf of the County under the awarded Contract, Respondent shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

- the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records related to the awarded Contract 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 the awarded Contract and following completion of the awarded Contract if the awarded Consultant does not transfer the records to the County; and
 - (d) Upon completion of the awarded Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the awarded Consultant transfers all public records to the County upon completion of the awarded Contract, the awarded Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically 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 Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Contract by the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

G. CONFLICT OF INTEREST

Respondent must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein.

Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondent must disclose any contractual or employment relationship with any County officer or employee in the submitted Qualifications. Additionally, Respondents must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Respondent, or Key Personnel of a Respondent may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

H. QUALIFICATION SUBMITTAL INSTRUCTIONS

Respondent must submit one (1) original hard-copy of the Qualifications, and one (1) exact electronic PDF copy of the Qualifications on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard-copy and USB Drive must be placed in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation number and title. A mailing label is provided herein to assist with appropriately labeling Respondent's package. The County is not responsible for any Qualifications that are incorrectly labeled and are not delivered to the appropriate location as provided herein.

Qualifications must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections must be clearly identified. It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

Submitted Qualifications must include, at a minimum, the following components, including any and all attachments

specified herein, as listed below:

Section 1: Qualifications Cover Page and Cover Letter

Respondent shall complete and submit the Qualifications Cover Page, provided herein, and must also provide a 1-2 page cover letter, that must include, but is not limited to the following:

- Full legal company name, including any fictitious name(s), and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portions of the Services;
- Primary point of contact information (name, title, phone, email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners, as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the County to accept the signature of the Delegation of Authority.

Section 2: Company & Team Qualifications

Respondent must provide documentation to fully demonstrate the qualification, education, and abilities of Key Personnel for the Respondent, as well as any proposed Sub-Contractors that shall be performing Services, if awarded. The required documentation shall include, at a minimum:

Key Personnel – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project.

Licenses/Certifications – Provide any and all current licenses and certifications applicable to this project, held by Respondent and Key Personnel who are proposed to participate in the Services.

List of Proposed Sub-Contractors – Provide any and all Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Respondent must complete **Attachment “H”**, and must include any and all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor or Supplier, including but not limited to licenses, certifications, and other credentials. All proposed Sub-Contractors or Suppliers are subject to approval by the County. If Respondent does not intend to utilize any Sub-Contractors, Respondent must state as such in the submitted Qualifications.

Project Org Chart – Provide a complete Organization Chart for the Respondent and all Sub-Contractors demonstrating the relationship of resources as it pertains to this project.

Qualification Certification – Complete and submit **Attachment “A”** provided herein.

Claims, Liens, Litigation History – Complete and submit **Attachment “B”** provided herein.

Certificates of Insurance – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Respondent's ability to obtain the required coverages upon award.

Section 3: Related Experience

Respondent must provide a written narrative describing all related experience a minimum of three (3) projects in the State of Florida respondent and proposed Sub-Contractors possesses for projects similar in size and scope as specified herein, that were awarded, completed and/or are in progress within the past ten (10) years. The narrative must include details including, but not limited to: discussion of project performance and impacts the structure may have had on the surrounding beaches, waterways, and structures, highlighting how the design of the structure limited the negative effects on the surroundings, project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost. The County reserves the right to reach out to any agency to inquire about Respondent's performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

Section 4: Approach to Services (Written narrative and/or for graphics, maps, charts, and figures)

Respondent shall provide the firm's approach to perform the scope of services requested to include collecting research, identifying issues, assessing options and determining design, etc. The proposal will be evaluated on the Contractor's approach, capabilities, and methods in performing the project services. Each proposal must include a detailed work plan that addresses approach and method of how work on the project will be performed. The objective of the work plan is to demonstrate the firm's ability to logically plan and complete the project, and the firm's ability to successfully deliver any periodic progress reports, final reports, and presentations to the County. Firms will be required to provide the following information regarding their proposed approach:

- A brief outline of their project approach with identification of each main step of the process.
- Approach to be taken with working with the St. Johns County.
- Examples of previous projects where a new or innovative approach was taken
- Examples of reports that would typically be made available to St. Johns County (i.e., progress reports, draft plans etc.) as well as frequency of follow up reporting.
- Competitive Advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.
- Solution Advantages: Describe all areas where you believe that your approach is superior to the competition.
- County Advantages: Describe the major benefits that St. Johns County would receive by choosing your firm vs. your competitors.

Section 5: Proposed Schedule

Respondent must provide a proposed schedule, based upon each phase of the project, as specified herein, that Respondent is capable of delivering to the County for this project. Schedule may be submitted on 11"x17" paper.

Section 6: Quality Control Methods

Submit a written narrative and flow chart of the firm's project management methods to establish, monitor, and track quality control methods including coordination of sub consultants and ability to meet schedules in a timely manner.

Section 7: Administrative Information

Respondent must complete and submit all remaining Attachments, as provided herein, which are not required in a previous section

PART V: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Qualifications for responsiveness to the requirements provided herein. Any Qualifications that is materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to evaluation. Only those responsive Qualifications submitted from responsible Respondents shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or documentation that is material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF QUALIFICATIONS

All responsive Qualifications will be evaluated by an Evaluation Committee of no less than three (3) representatives, as

determined by the SJC Purchasing Division. Evaluators will review and score the Qualifications individually, with no interaction or communication with any other individual, except any such communication which occurs at the Evaluation Meeting. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Qualifications shall be in accordance with the Evaluation Criteria as provided herein.

Evaluators may consider any evidence available regarding financial, technical, other qualifications and abilities of Respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

C. EVALUATION CRITERIA AND SCORING

The County will evaluate and rank Respondents from highest to lowest based upon the specific evaluation criteria and point scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Company & Staff Qualifications	20
2. Related Experience	30
3. Approach to Services	25
4. Proposed Schedule	15
5. Quality & Schedule Control Methods	10
Total Points Possible per Evaluator:	100
6. Shortlist Interview/Presentation	40
Total Points Possible (Shortlist Firms only):	140

D. SHORTLIST INTERVIEW/PRESENTATIONS

Upon evaluation of Qualifications, the Evaluation Committee shall determine a shortlist of Respondents to participate in interviews/presentations, in accordance with Florida Statute 287.055. The makeup of the interview/presentation shall be provided to the shortlisted Respondents after the initial Evaluation Meeting. The score for interview/presentation shall be added to the score for the Qualifications, to determine a total score and ranking of shortlisted Respondents.

E. NEGOTIATIONS & AWARD

Upon evaluation and final ranking of Qualifications and shortlist interview/presentations, a Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no obligation to award a Contract as a result of this RFQ. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

It is the intent of the County to enter into negotiations with the top ranked Respondent, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked Respondent. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be presented to the Board of County Commissioners for approval to execute. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked Respondent and shall initiate negotiations with the next successively ranked Respondent with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent Respondent in the rankings does not serve the best interest of the County.

D. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART VI: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiated and award a Professional Services Agreement, on a form provided by the County, for

completion of the project, in accordance with this RFQ Document, and as negotiated with the selected Respondent. The Term of the awarded Contract shall be determined upon negotiation and approval by both parties.

In the event a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to this RFQ, it is expressly understood that the County's preference/selection of any Respondent or submitted Qualifications does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any Respondent, negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or otherwise modify one or more components of the selected Respondent's Qualifications and any subsequent proposal(s) in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of this RFQ.

Any contract(s) awarded as a result of this RFQ shall be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services, and (2) to subsequently solicit Qualifications and/or negotiate contracts, for services, as needed, in order to serve the best interest of the County. All such actions shall be at the sole discretion of the County.

B. PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that the awarded Consultant no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

C. TERMINATION

Failure on the part of the awarded Consultant to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification, and opportunity to cure the default, in accordance with the Contract Documents. In the event the awarded Consultant fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance with the Contract Documents, and shall seek any and all remedies legally available to mitigate damages incurred by the County.

D. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Qualifications and any subsequent proposals, the awarded Respondent pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the awarded Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

F. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

The awarded Consultant warrants that the product/s or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

The awarded Consultant further certifies that if the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements

shall be borne by the awarded Consultant. All Personal Protective Equipment used by the awarded Consultant, their employees, as well as personnel supplied by any sub consultants and subcontractors shall be ANSI certified and meet OSHA standards.

G. LICENSES, PERMITS, FEES

The awarded Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the Services described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the awarded Consultant.

H. INSURANCE REQUIREMENTS

The awarded Consultant shall not commence work under the awarded Contract until Consultant provides proof of 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 awarded Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the awarded 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 awarded Consultant of its liability and obligations under the awarded Contract.

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

The awarded Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the awarded 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 the awarded Contract, whether such operations be by the awarded Consultant or by anyone directly employed by or contracting with the awarded Consultant.

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

The awarded Consultant shall maintain during the life of the awarded Contract, Comprehensive Automobile Liability

Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the awarded 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 awarded Consultant or by anyone directly or indirectly employed by the awarded Consultant.

The awarded Consultant shall maintain during the life of the awarded Contract, 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 awarded Consultant shall maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

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

I. INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of awarded Consultant or other persons employed or

utilized by awarded Consultant in the performance of the Contract.

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

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

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

PART VII: – ATTACHMENTS

The required Attachments that Respondents must complete, sign, have notarized and include as part of their submitted Qualifications are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Qualifications the required Attachments must be included.

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE
IN A SEALED ENVELOPE OR CONTAINER TO:**

PURCHASING DIVISION
ST. JOHNS COUNTY, FL
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

POC EMAIL ADDRESS: _____

POC PHONE NUMBER: _____

DATE OF SUBMITTAL: _____

ATTACHMENT A
QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Engineering Firm for RFQ 1783 Porpoise Point Shoreline Stabilization

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

(Full Legal Company Name)

This ____ day of _____, 20____

Attest:

APPROVED:

By: _____
Name and Title of Officer

By: _____
Name and Title of Authorized Officer

As Notarized

By: _____

(Corporate Seal)

ATTACHMENT B
CLAIMS, LIENS, LITIGATION HISTORY
RFQ 1783 Porpoise Point Shoreline Stabilization
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT C
AFFIDAVIT OF SOLVENCY
RFQ 1783 Porpoise Point Shoreline Stabilization

PERTAINING TO THE SOLVENCY OF _____, being of lawful age and being
duly sworn I, _____, as _____ (ex: CEO,
officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually,

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

ATTACHMENT D
AFFIDAVIT

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

At the time the Qualification is submitted, the Respondent shall attach to his submittal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ 1783 Porpoise Point Shoreline Stabilization**

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

DATED this _____ day of _____, 20 ____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.
RESPONDENT MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO THE QUALIFICATIONS SUBMITTAL.

ATTACHMENT E

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ 1783 Porpoise Point Shoreline Stabilization**

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Respondent’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Respondent’s, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Respondent’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT F
St. Johns County Board of County Commissioners
DRUG-FREE WORKPLACE FORM
RFQ 1783 Porpoise Point Shoreline Stabilization

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

ATTACHMENT G
E-VERIFY AFFIDAVIT
RFQ 1783 Porpoise Point Shoreline Stabilization

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Respondent") hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of RFQ No. 1581 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent 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 Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to 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 subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFQ"**

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 1783
RFQ TITLE:	Porpoise Point Shoreline Stabilization
DUE DATE/TIME:	By 4:00 PM EST– April 25, 2024
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175**

SAJ-PM-W

12 July 2022

MEMORANDUM FOR St. Johns County, Florida, Coastal Manager, Mr. Damon Douglas, 500 Sebastian View, St. Augustine, Florida 32084

SUBJECT: Porpoise Point, St. Johns County, FL Continuing Authorities Program (CAP) Section 103 Final Termination Report

1. Enclosed with this memo is the Final Termination Report, Engineering Appendix, and four attachments. Closeout of the financial cost share record with return of excess non-federal funds is underway.
2. POC is Mr. Jason Harrah, Project Manager at 904-232-1381.

Encl

MORA.MILLAN.A.13677414
70

Digitally signed by
MORA.MILLAN.A.1367741470
Date: 2022.07.12 08:01:07 -04'00'

**MILAN A. MORA, P.E.
Chief, Water Resources Branch**

**Continuing Authorities Program
Porpoise Point, St. Johns County, FL
July 2022**

Executive Summary:

Hurricanes Matthew (2016) and Irma (2017) caused the area of Porpoise Point to experience historic wave impacts, storm surge inundation, and beach erosion impacting residential building foundations, underground public utilities, and acres of environmental habitat. St. Johns County (the non-Federal sponsor) requested a study to identify a permanent solution to reduce impacts to the Porpoise Point vicinity in the spring of 2018 and the project initiated in the summer of 2020. The City of St. Augustine owns the submerged lands within the inlet (land below mean high water) set by the 1925 city limits, except for those lands owned by others prior to 1925. There are 10 species federally listed as threatened and endangered that may be within the project area including critical habitat for the Loggerhead Sea Turtle. The project site lies within the CBRA System Unit P05 (Conch Island). Federal assistance, including construction, is prohibited in CBRA System Units. One cultural resource, the St. Augustine north groin is within the project area, but this structure was recommended as not eligible for listing in the National Register of Historic Places (Reed 2014). The team developed the problems, opportunities, objectives, constraints, and considerations based on available data and observations.

The USACE project team worked with St. Johns County and other state and federal stakeholders following the planning process to develop a permanent solution to the problems identified. The CBRA System Unit was not noted as a constraint during the planning process in order to capture all possible solutions. Through coordination meetings, 19 management measures were identified to reduce coastal storm damage to the Porpoise Point vicinity. Management measures were combined in different permutations, resulting in 32 alternatives. The alternatives were screened and scored against the planning problems, objectives, constraints, and considerations to develop the final array of alternatives consisting of four alternatives and the no action plan. All of the final alternatives (except the no action plan) contained a groin feature (shore perpendicular structure) or a breakwater feature (shore parallel structure), or both, to trap sand at Porpoise Point in combination with an initial beach nourishment and dune feature to reduce impacts of erosion, wave attack and storm surge inundation to the beach and the upland public utilities and residential structures. Construction of the groin and breakwater features would require construction on submerged lands within the CBRA System Unit which is prohibited if an exception is not granted through the USFWS. Privately owned lands within the footprint of beach nourishment alternatives will likely require a Perpetual Beach Storm Damage Reduction Easement (PBSDRE). The termination of the project was determined before costs were developed. Two economic models were in consideration at the time of study suspension including Beach-fx and the Storm Damage Model. Neither model was developed or used in the study, but these two models could be used in future studies.

The project was coordinated with the USFWS to determine the project's acceptability under the CBRA and whether the proposed project met an exception. The project team proposed the project met exceptions under the CBRA for maintenance of existing Federal navigation channels and related structures (16 U.S.C. 3505(a)(2)), maintenance or repair of publicly owned operated roads or facilities (16 U.S.C. 3505(a)(3)), and the protection of fish and wildlife habitats and related lands (16 U.S.C. 3505(a)(6)(A)). The USFWS determined the proposed project as having the intention of preventing erosion of or otherwise intending to stabilize an inlet, shoreline, or inshore area, which is prohibited under CBRA. The USFWS also stated the project was not designed for the purpose of minimization of fish, wildlife, or other natural resources within the Unit and the project would not increase or otherwise protect wildlife resources without design changes or incorporation of other protections and conservation measures (i.e., restriction of driving on the beach, as currently allowed within the project area). The USFWS provided this information via letter on April 1, 2021. It is the responsibility of the Federal funding agency to comply with the CBRA and to make the final decision regarding the expenditure of funds for a particular action or project. It was determined that there is not a viable remedy to the coastal storm damage occurring at Porpoise Point, St. Johns County, Florida that can be addressed with Federal funds through the currently applicable CAP 103 authority due to CBRA limitations in Federal funding. The CBRA, however, does not restrict activities carried out with private or other non-federal funds.

1. **Authority:** This study was conducted under the authority of the Hurricane and Storm Damage Reduction Program Section 103 of the Rivers and Harbors Act of 1962, as amended. Section 103 projects are part of a larger Continuing Authorities Program (CAP) under the Secretary of the Army, acting through the Chief of Engineers, is authorized to plan, design, and implement certain types of water resources projects without additional project specific authorization. The Section 103 authority allows the United States Army Corps of Engineers (USACE) to carry out projects for structural (S) or non-structural (NS) measures for small shore and beach restoration and protection projects. The statutory Federal participation limit for a CAP Section 103 project is \$10M.
2. **Non-Federal Sponsor:** St. Johns County, Florida is the Non-Federal Sponsor (NFS) for this study effort. St. Johns County formally requested assistance in a letter dated April 27, 2018. The Federal Interest Determination was approved on January 13, 2020.
3. **Project Location:** The Porpoise Point project is located in St. Johns County just south of the Town of Vilano Beach (south of the Vilano Terminal Groin) and along the north bank of the St. Augustine Inlet. The Porpoise Point study area is shown in the red outline in **Figure 1**.



Figure 1: Porpoise Point Project Vicinity

4. Study Purpose and Scope

The purpose of the Porpoise Point Project is to reduce coastal storm damage to homes and public infrastructure within the study area (specifically the Porpoise Point Drive hurricane evacuation route). Hurricanes Matthew (2016) and Irma (2017) caused this area to experience historic wave impacts, storm surge, and beach erosion. The impacts of the hurricanes resulted in the loss of approximately 12 acres of environmental habitat and erosion of the beach. Additional nor'easters and king tides continue to exacerbate the erosion. The erosion is causing the exposure of residential building foundations and underground public utilities. There is a need to reduce coastal storm damage and opportunities exist to develop a permanent solution to protect this area from future storm events, prevent further erosion and exposure of residential building foundations and underground utilities, replace essential nesting beach habitat, and restore the recreational use of the area which provides tourism revenue to St. Johns County, Florida. The before and after photos from Hurricane Matthew and Irma are shown in **Figure 2** spanning the decade from 2008 to 2018.



Figure 2: Photos of Porpoise Point Before and After Hurricanes Matthew and Irma

5. **Prior Studies and Reports:** Prior studies spanning the last three decades were conducted to analyze the effects of the inlet on surrounding areas. These include several iterations of the St. Augustine Inlet Management Plan and additional studies looking at Regional Sediment Management opportunities to optimize sediment bypassing.

St. Augustine Inlet Management Plan Part 1 (April 1994) provides an in-depth literature search to identify relevant information for further analysis and to identify shortcomings in existing data. The report details the history of the St. Augustine Inlet and construction of the terminal groin to the north of Porpoise Point.

St. Augustine Inlet Management Plan Part 2 (October 1996) provides an analysis of existing and pre-stabilization physical processes and the documentation of existing environmental characteristics. The report led to an understanding of inlet hydraulic behavior, sand trapping rates, and impacts to adjacent beaches.

St. Augustine Inlet Management Plan Part 3 (December 1997) builds on the foundation established from Part 1 and Part 2 to recommend a site-specific inlet management plan.

Inlet Management Restudy for St. Augustine Inlet, St. Johns County, Florida (2011) compiled new and historical data and information regarding coastal processes and inlet and shoreline dynamics.

St. Johns County, St. Augustine Inlet, FL (August 2012) expands on the St. Augustine Inlet Management Plan providing three reports and an inlet sink analysis by evaluating the historic shorelines changes and the inlet's sink effect (Report 1: Historical Analysis and Sediment Budget; Report 2: Application of the Coastal Modelling System; and Report 3: Optimization of Ebb Shoal Mining and Beach Nourishment). The analysis determined the inlet's sink effect to be about 278,100 cubic yards (cy) per year, with a maximum beach erosion rate north of the inlet to R83 of -98,800 cy per year, and a maximum beach erosion rate south of the inlet to R152 of -179,300 cy per year.

St. Johns County, St. Augustine Inlet; Report 1: Historical analysis and sediment budget (August 2012) is the first in a series of reports that documents the analyses for the St. Augustine Inlet and adjacent beaches within St. Johns County Florida. The Study quantified beach and inlet volumetric change to evaluate the historical and future impacts of the ebb shoal mining and adjacent beach nourishment.

St. Augustine Inlet, Florida: Application of the coastal modeling system; Report 2 (August 2012) documents the numerical modeling study performed with the Coastal Modeling System (CMS), supported by field data collection, to quantify the impact of historical and future planned mining of the ebb-tidal delta at St. Augustine Inlet, Florida.

Optimization of ebb shoal mining and beach nourishment at St. Johns County, St. Augustine Inlet, FL; Report 3 (August 2012) describes the application of GenCade, a coastal evolution and sediment transport model, to the study area as part of a greater Regional Sediment Management (RSM) study to optimize the management practices for Operations and Maintenance (O&M). The ideal dredging interval for the navigation channel entrance and ebb-tidal delta mining was determined to be most beneficial at 10-year intervals, with beach fill projects being fulfilled at the most favorable placement location and highest yield volume density.

St. Augustine Inlet Management Plan Update (January 2014) builds on previous reports and develops an updated implementation plan that contains corrective measures to mitigate the identified impacts of the inlet.

Regional Sediment Management Strategies for the Vicinity of St. Augustine Inlet, St. Johns County, Florida (July 2016) was developed through the U.S. Army Corps of Engineers (USACE) Engineer Research and Development Center (ERDC) provides a description of Regional Sediment Management (RSM) investigations including beneficial use of dredged material, coordinating dredging schedules for navigation and storm damage reduction projects, maintaining channels, investigating alternatives to better stabilize beaches, and coordinating improvements to the state's inlet management plan for St. Augustine Inlet.

6. Plan Formulation

a. Problems and Opportunities:

A problem is an existing undesirable condition to be changed. An opportunity is a chance to create a future condition that is desirable.

Existing problems within the study area include:

- Recent hurricanes have resulted in the loss of approximately 12 acres of environmental habitat and erosion of the beach.
- Erosion, wave attack, and storm surge are causing the exposure of residential building foundations and underground public utilities while threatening the Porpoise Point evacuation route.

Opportunities for the study are as follow:

- Reduce damages to property and public infrastructure due to erosion, wave attack, and storm surge.

b. Objectives and Constraints:

Objectives are statements that describe desired results by solving the problem and taking advantage of the opportunities identified. Constraints limits the extent of the planning process. Constraints are designed to avoid undesirable changes between the future without and the with-project conditions.

The following are the study objectives for the Porpoise Point Section 103 study for the 50-year life of the project (2022-2072).

- Objective 1: Reduce further coastal storm damage of residential buildings and underground utilities.
- Objective 2: Reduce coastal storm damage to Porpoise Point evacuation route.
- Objective 3: Reduce coastal storm damage to Porpoise Point beach to restore nesting habitat for listed species.

The planning constraints relative to this study are:

- Real estate acquisitions.
- Avoid impacts to public infrastructure and environmental resources.
- Avoid impacts to the Federal Vilano Beach groin.

The Coastal Barrier Resources Act (CBRA) of 1982 designated the St. Augustine Inlet and Porpoise Point as a coastal barrier which prohibits most new federal expenditures that tend to encourage development or modification of coastal barriers. Early on, the CBRA designation was identified as a planning constraint but was removed as a constraint during the planning process in order to capture all potential measures during the management measure and alternative formulation discussions.

c. Planning Considerations:

Planning considerations are additional important factors to assess when formulating management measures and alternatives. The planning consideration were scored during the scoring process against the objectives and constraints. The considerations relative to the study are as follows:

- Impacts to recreation.
- Impacts to cultural resources.
- Cost limit of a CAP Section 103 Project (FED limit = \$10M).

d. Management Measures

Management measures are specific non-structural (NS) or structural (S) actions that would take place at geographical locations within the project area to address one or more of the planning objectives. Structural actions also include Nature-Based Features (NBF). A number of different solutions were developed as management measures through the management measure meeting with the project development team (PDT) and the non-federal sponsor (St. Johns County). Also involved in the meeting were additional state

partners (FDEP and FWC) and federal partners (USFWS and NOAA NMFS). The management measures considered are as follow:

- NS-1: Floodproofing (wet, dry, and combination of both)
- NS-2: Raising first floor elevations
- NS-3: Raising utilities and roads
- NS-4: Buy-outs (relocating private property)
- NS-5: Relocations (utilities, Porpoise Point drive)
- NS-6: Federal channel realignment (St. Augustine O&M project)
- NS-7: Restricting vehicular access to the beach
- S-1: Ring wall
- S-2: Groin
- S-3: Breakwater
- S-4: Revetment
- S-5: Seawall
- S-6: Dune
- S-7: Beach nourishment on Porpoise Point
- S-8: Beach nourishment (N of Vilano Groin)
- NBF-1: Vegetation planting (Marsh)
- NBF-2: Vegetation planting (Dune)
- NBF-3: Living breakwater (submerged)
- NBF-4: Nearshore placement

The planning objectives, constraints and consideration were used to score and screen the remaining management measures and the No Action plan. Any measure that scored less than the No Action Plan was screened out. During the exercise and team discussions, two measures were removed from the formulation process. NS-1 (Floodproofing including wet, dry, and combination of both) and NS-2 (raising first floor elevation) were removed because they did not meet multiple objectives related to risk reduction to the Porpoise Point evacuation route and restoring nesting habitat for listed species and scored the same as the no action alternative. The NFS noted that floodproofing would violate the constraint to avoid impacts to public infrastructure. All other management measures were carried forward (NS-3, NS-4, NS-5, NS-6, S-1, S-2, S-3, S-4, S-5, S-6, S-7, S-8, NBF-1, NBF-2, NBF-3, NBF-4). **Attachment 1** of this report details the how the management measures scored against the objectives, constraints, and considerations and how each measure's score compares to the no action measure.

While all measures except for NS-1 (Floodproofing) and NS-2 (Raising first floor elevations) were carried forward after the management measure scoring meeting, additional measures were deleted prior to the alternative development. NS-6 (Federal channel realignment) and NS-7 (Restrict vehicular access to beach) were deleted as a result of discussions with the non-federal sponsor and could be included as suggestions if necessary. S-1 (Ring wall) was deleted because it a similar function to that of S-5 (Seawall) and S-8 (Beach nourishment north of Vilano Beach groin) was deleted because this measure would occur outside of the Porpoise Point project footprint. NBF-1 (vegetation planting for marsh) was deleted because marsh ecosystems are not within the vicinity of the project footprint and NBF-4 (Nearshore placement) was also deleted

because it is a similar measure to that of S-7 (Beach nourishment on Porpoise Point). The following management measures were carried forward to the alternative development (NS-3, NS-4, NS-5, S-2, S-3, S-4, S-5, S-6, S-7, NBF-2, NBF-3).

e. Alternative Development

The remaining management measures were then combined in different permutations, resulting in 32 management measure combinations, or alternatives as laid out below. For the purposes of formulating alternatives, the dune measure (S-6) assumes dune vegetation (NBF-2) is included in the measure.

f. Initial Array of Alternative:

No Action – The no action alternative, no management measures would be implemented.

Alternative 1: Management plan for trapping sand at Porpoise Point through construction of a groin (S-2).

Alternative 2: Management plan for trapping and placing sand at Porpoise Point through construction of a groin with an initial beach nourishment (S-2 and S-7).

Alternative 3: Management plan for trapping and placing sand at Porpoise Point through construction of a groin with an initial beach nourishment and dune feature (S-2, S-6, S-7, NBF-2).

Alternative 4: Management plan for trapping and placing sand at Porpoise Point through construction of a groin and breakwater with an initial beach nourishment and dune feature (S-2, S-3, S-6, S-7, NBF-2).

Alternative 5: Management plan for trapping and placing sand at Porpoise Point through construction of a groin and breakwater (S-2 and S-3).

Alternative 6: Management plan for trapping and placing sand at Porpoise Point through construction of a groin and breakwater with an initial beach nourishment (S-2, S-3, S-7).

Alternative 7: Management plan for trapping sand through construction of a groin and living breakwater (S-2, NBF-3).

Alternative 8: Management plan for trapping and placing sand at Porpoise Point through construction of a groin and living breakwater with an initial beach nourishment and dune feature (S-2, S-6, S-7, NBF-2, NBF-3).

Alternative 9: Management plan for reducing wave action and erosion to Porpoise Point and trapping sand through construction of a breakwater (S-3).

Alternative 10: Management plan for reducing wave action and erosion to Porpoise Point and trapping sand through construction of a breakwater and initial beach nourishment (S-3 and S-7).

Alternative 11: Management plan for reducing wave action and erosion to Porpoise Point and trapping sand through construction of a breakwater and initial beach nourishment with dune feature (S-3, S-6, S-7, and NBF-2).

Alternative 12: Deleted because of duplication.

Alternative 13: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route (S-4).

Alternative 14: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route (S-5).

Alternative 15: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route along with construction of a groin and breakwater with an initial beach nourishment and dune feature (S-2, S-3, S-5, S-6, S-7, NBF-2).

Alternative 16: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route along with construction of a groin with an initial beach nourishment (S-2, S-5, S-7).

Alternative 17: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route along with construction of a groin with an initial beach nourishment and dune feature (S-2, S-5, S-6, S-7, NBF-2).

Alternative 18: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route along with construction of a groin and breakwater (S-2, S-3, S-5).

Alternative 19: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route along with construction of a groin and breakwater with an initial beach nourishment (S-2, S-3, S-5, S-7).

Alternative 20: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route along with construction of a groin and living breakwater (S-2, S-5, S-7, NBF-3).

Alternative 21: Management plan for reducing coastal damage through construction of a seawall fronting the homes, utilities, and evacuation route along with construction of a groin and living breakwater with an initial beach nourishment and dune feature (S-2, S-5, S-6, S-7, NBF-2, NBF-3).

Alternative 22: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route along with construction of a groin and breakwater with an initial beach nourishment and dune feature (S-2, S-3, S-4, S-6, S-7, NBF-2).

Alternative 23: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route along with construction of a groin with an initial beach nourishment (S-2, S-4, S-7).

Alternative 24: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route along with construction of a groin with an initial beach nourishment and dune feature (S-2, S-4, S-6, S-7, NBF-2).

Alternative 25: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route along with construction of a groin and breakwater (S-2, S-3, S-4).

Alternative 26: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route along with construction of a groin and breakwater with an initial beach nourishment (S-2, S-3, S-4, S-7).

Alternative 27: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route along with construction of a groin and living breakwater (S-2, S-4, NBF-3).

Alternative 28: Management plan for reducing coastal damage through construction of a revetment fronting the homes, utilities, and evacuation route along with construction of a groin and living breakwater with an initial beach nourishment and dune feature (S-2, S-4, S-6, S-7, NBF-2, NBF-3).

Alternative 29: Management plan for buyouts of homes adjacent to Porpoise Point and along the Porpoise Point Drive evacuation route (NS-4).

Alternative 30: Management plan for relocations of roads, utilities, and homes adjacent to Porpoise Point and along the Porpoise Point Drive evacuation route (NS-5).

Alternative 31: Management plan for raising utilities and roads out of the hazard footprint (NS-3).

Alternative 32: Management plan for reducing coastal damage through construction of a living breakwater (NBF-3).

The alternatives that fully met the objectives and solved the problems generally consisted of a groin (shore perpendicular structure with primary purpose to catch sand) and/or a breakwater (shore parallel structure with primary purpose of wave attenuation). Several measures such as beach nourishment and/or a dune would not solve the problems as a

stand-alone solution due to O&M requirements but would reduce coastal storm damage if implemented in a systems context with a groin or breakwater feature. A seawall or revetment was considered as a second or third line of defense to hold the shoreline in place fronting the homes, roads, and utilities. A seawall or revetment may lead to adverse impacts by exacerbating erosion from reflected wave energy.

The initial array of alternatives consisted of 32 alternatives and the no action alternative. For the no action alternative, no management measures would be implemented, and the coastal storm damage would continue and likely worsen from future coastal storms exacerbated by sea level rise over the 50-year life of the project.

g. Summary of Alternative Evaluations and Analysis

The initial array of alternatives were evaluated on their ability to meet the study objectives and not violate study constraints. The initial array was evaluated against screening criteria to generate the final array of alternatives. The screen criteria used to evaluate the initial array are:

- Does this alternative solve the problem? (Y/N)
- Is the Real Estate efficiently obtainable? (Y/N)
- Does the alternative meet the objectives: Fully (F), Partially (P), or Does Not (N)
- Cost: (Most (+++), Mid (++) , and Least (+)
- Does the alternative cause adverse impacts? (Y/N)
- Does the alternative cause environmental impacts? (Y/N)

h. Final Array of Alternatives

As a multi-day exercise, the PDT collaboratively evaluated each alternative against the screening criteria and discussed answers to each alternative during the final array of alternatives meeting. **Attachment 2** of this report details the how the alternatives were evaluated against the screening criteria. If a “No” was applied to the first criteria (Does this alternative solve the problem? Yes/No), the alternative was screened out. As a result, Alternatives 1, 2, 5, 6, 7, 9, 10, 12, 13, 14, 18, 20, 23, 25, 27, 29, 30, 31, and 32 were screened out. The alternatives for a seawall or revetment as a stand-alone measure were determined to not fix the problems in total because they will not prevent impacts to the roadways, utilities, or the beach.

As a second major screening tool, if an alternative did not meet the objectives or only partially met the objectives noted in the third criteria, it was screened out. As a result, Alternative 16 was screened out. Any alternative that had the most cost (+++) from criteria 4 was screened out because of the \$10 M cost limit for CAP Section 103 projects. As a result, Alternatives 15, 19, 21, 22, 26, and 28 were screened out.

During the final array of alternatives meeting, the NFS noted S-5 (seawall) and S-4 (revetment) perform similar functions for protecting the upland infrastructure and utilities, and collectively decided to move forward with alternatives consisting of S-5 (seawall). Therefore, Alternative 24 was screened out because it was deemed similar to Alternative 17. Finally, Alternative 8 was deemed similar to Alternative 4 with the exception that the

S-3 (breakwater) was substituted for NBF-3 (living breakwater). Consequently, Alternative 8 was screened out with a note added that NBF-3 (living breakwater) could be considered in the place of S-3 (breakwater) as a viable solution.

This exercise left the group with four alternatives (Alternative 3, 4, 11, 17) with a No Action Plan. Alternative 4 has a couple potential configurations outlined below (Alternative 4 and 4a). The final array of alternatives consists of:

No Action – The no action alternative, no management measures would be implemented. The result would be a Porpoise Point shoreline that continues to be highly dynamic. The recreational area, habitat, and upland infrastructure would be periodically compromised or lost entirely.

Alternative 3: Management plan for trapping and placing sand at Porpoise Point through construction of a groin with an initial beach nourishment and dune feature (S-2, S-6, S-7, NBF-2). The proposed terminal groin would be expected to stabilize the western end of Porpoise Point but would provide only minimal benefit to the beach stability further east.

Alternative 4: Management plan for trapping and placing sand at Porpoise Point through construction of a groin and breakwater with an initial beach nourishment and dune feature (S-2, S-3, S-6, S-7, NBF-2). Two variations were considered for this alternative (Alternative 4 and Alternative 4a). The Alternative 4 includes a terminal groin at the western end of Porpoise beach, a beach fill along Porpoise Point, a t-head groin in the middle of the project area, an offshore breakwater east of the t-head groin, and a spur additional to the Vilano Beach terminal groin. Alternative 4a is nearly identical to Alternative 4 but does not include the cross-shore groin portion of the t-head. The Engineering Appendix include conceptual sketches of these variations.

Alternative 11: Management plan for reducing wave action and erosion to Porpoise Point and trapping sand through construction of a breakwater and initial beach nourishment with dune feature (S-3, S-6, S-7, and NBF-2). Multiple offshore breakwaters could be considered. The alternative would limit the erosive effects of wave impacts on the shoreline, but this alternative would not restrict the westward transport of sand from the project area.

Alternative 17: Management plan for reducing coastal damage through construction of a Seawall fronting the homes, utilities, and evacuation route along with construction of a Groin with an initial Beach Nourishment and Dune Feature (S-2, S-5, S-6, S-7, NBF-2). The seawall would be constructed and then buried under the constructed dune. The alternative may be similar to the performance of Alternative 4 except in the case of an extreme (low probability) storm event where the seawall would act as a last line of defense to protect upland infrastructure from wave and erosion damages.

The Engineering Appendix provides conceptual sketches and design dimension for the final array of alternatives discussed above. The NFS noted that for Alternative 17 the seawall measure could be replaced with a revetment for potential cost savings. Once the

final array of alternatives was agreed upon by the team, the USACE Engineering team had the task of modeling. Prior to expending funds for the modeling, the group decided to await a decision from the U.S. Fish and Wildlife Service (USFWS) regarding a CBRA exception. It was determined that the exception would not be granted, and the project would not be able to construct an armored structure such as a groin or breakwater in the designated Coastal Barrier Resources System (CBRS) unit. Since all four alternatives consisted of either a groin or a breakwater, the PDT and the NFS decided to terminate the study and pursue redesignation of the CBRS unit. More information regarding the CBRA exception and CBRS unit redesignation request is available in the environmental effects section. When this effort stalled, it was decided to terminate the study and continuing assessing solutions at the county and local level. Therefore, modeling by the PDT was not conducted for the project.

7. Land, Easements, Rights-Of-Way, Relocation, and Disposal Areas (LEERDs) Considerations

The information provided in the Real Estate section is tentative in nature and may be changed if the project is reinstated and more research is completed. The information may also become outdated as new policies and regulations are released.

St. Johns County confirmed the City of St. Augustine owns the submerged lands within the inlet. The County's conclusion was based on Section 1.15 of Chapter 11148 of the Laws of Florida and the below map showing the 1925 City limits. The text in Section 1.15 declares, "The State of Florida hereby grants to the City of St. Augustine, in fee simple absolute, all lands, and river bottoms owned or held by the State of Florida, in trust or otherwise and lying and being within the corporate limits of said City of St. Augustine." The map shown in **Figure 3** reinforces the inlet position within the City's limits. According to St. Johns County, the ownership of the bottom lands (land below mean high water) was set by the 1925 city limits and are the property of the City of St. Augustine, except for those lands owned by others prior to 1925.

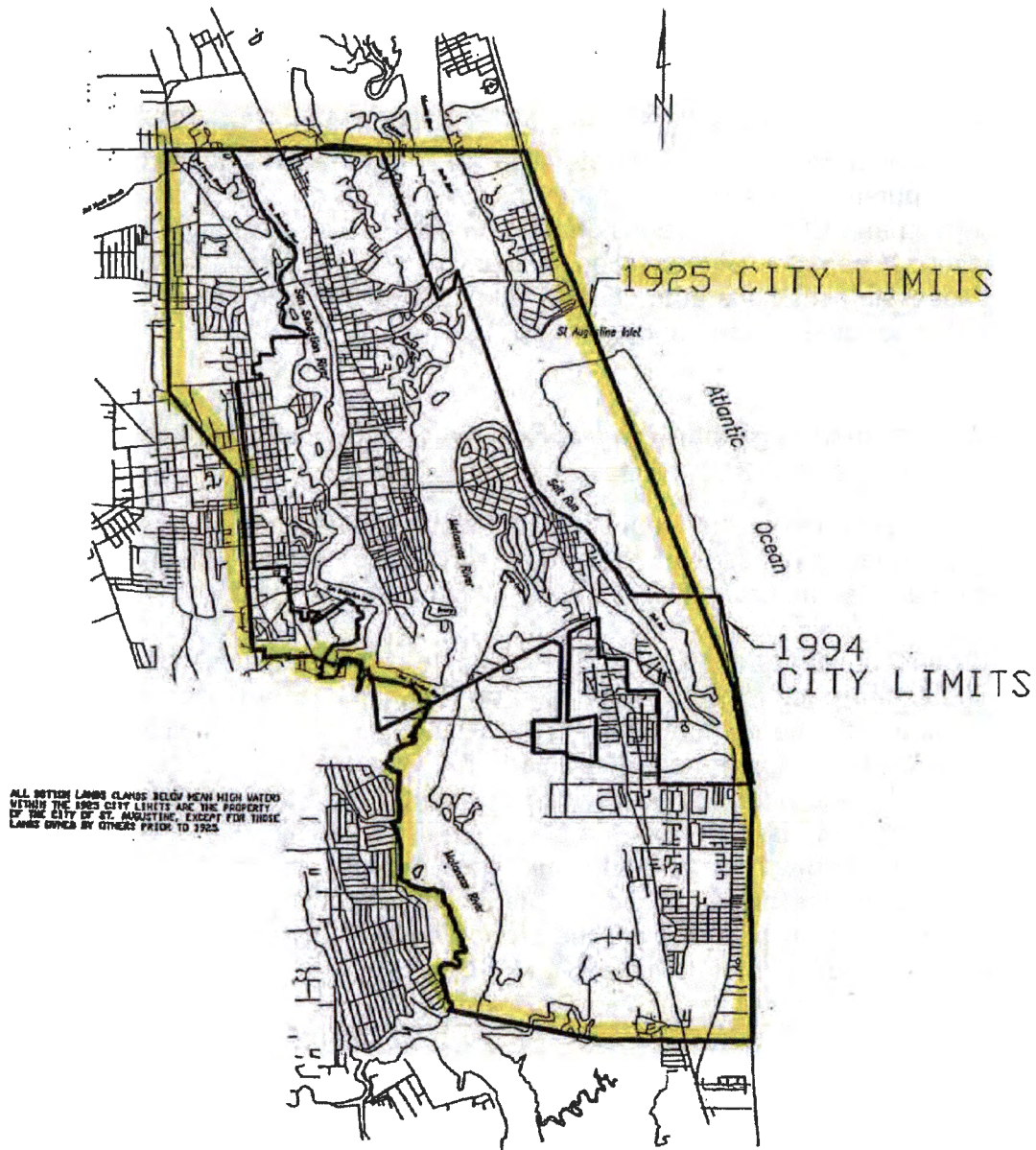


Figure 3: City Limits for the City of St. Augustine

Real Estate located a 12 December 1939 Petition for Condemnation identifying a perpetual easement to the USACE covering the inlet. However, that easement is not a standard estate and contains restrictive language. The USACE only has the right to remove materials to the shoreline, not to place material. Real Estate worked with SAJ-OC to verify what work would not be covered by the easement's language. OC believes that the USACE does not have the rights to use the land for staging, access, temporary work area, and other potential construction uses that may be needed to work in the area.

Real Estate believes privately owned lands for beach improvements will require a Perpetual Beach Storm Damage Reduction Easement (PBSDRE). Initially, Real Estate was unsure if a PBSDRE was required because the CAP 103, Beach Erosion and Hurricane and Storm Damage Reduction projects are not required to cover a 50-year O&M cycle. However, Engineering Regulation (ER) 1105-2-100, Appendix E, Section IV, reinforces the position of getting a PBSDRE for beach improvements with the following statement: "It was intended that beaches receiving public aid should not provide exclusively private benefits, and therefore, whenever a hurricane and storm damage reduction project involves beach improvements, real estate interest to ensure public use of the Federal project is required." Appendix F provides detail on CAP and requires a project under Section 103 to follow the same policies and procedures as the normal civil works project. Paragraph F-24, a. states: "All projects must be formulated for hurricane and storm damage reduction, in accordance with current policies and procedures governing projects of the same type which are specifically authorized by Congress (see Section IV of Appendix E of this regulation)."

Use of State lands require a Sovereign Submerged Lands Authorization (SSLA) contained within the Consolidated Joint Coastal Permit (JCP). Currently, the JCP is considered a non-standard estate. The South Atlantic Division is coordinating with USACE Headquarters to get blanket approval to use JCPs for CSRMs projects. Until formal approval is received, the estates are only preliminary. However, these documents are in accordance with the State of Florida Administrative Code (FAC) Rule, Chapter 18-21 entitled Sovereignty Submerged Lands Management.

Typically, inlets do not require an Erosion Control Line (ECL). However, Florida Statute Title XI, Chapter 161, Section 141, Beach and Shore Preservation, implied that placing sand on properties adjacent to the inlet might require an ECL. After a preliminary assessment of the need for an ECL, the Florida Department of Environmental Protection (FDEP) believed an ECL would not be required for the Porpoise Point project if it moves forward. The rationale behind FDEP's belief was derived from their understanding that the City of St. Augustine owns the bottom lands or submerged lands within St. Augustine Inlet. One thing of note, ECL questions are handled formally through the JCP permitting process, generally towards the end of the permitting process and approximately six months before construction begins. If the project is reinstated, a mean high water line survey will likely be conducted for everyone's reference for the project file.

The SAJ Real Estate Appraiser provided the SAJ Economist with a depreciated replacement cost estimate report on 12 February 2021 to help validate the benefit-cost ratio of the project. The analysis estimated the depreciated replacement costs associated with a current inventory of real estate structures directly abutting the Atlantic Ocean in St. Johns County, Florida, in Vilano Beach in the neighborhood of Porpoise Point. The total estimated depreciated replacement cost for the 24 identified properties is \$21,271,669.

8. Economics

Economics work for Porpoise Point was at the most preliminary of stages – problem identification, data gathering, and model selection.

a. Existing Conditions

Development on Porpoise Point is dense and almost exclusively residential in nature to include single-family residential structures as well as some roads and parking areas (Figure 4). Due to the high density of development, the relatively high value, of development, and the fact that Porpoise Point is potentially susceptible to storm damage from three sides (the Atlantic Ocean to the east, the Intercoastal waterway to the west, and the St. Augustine Inlet to the south), significant economic benefits are possible through reduction in damages over time. In order to quantify damages and benefits of a proposed project, an economic model must be used.



Figure 4: Ariel View of residential properties near Porpoise Point

b. Model Selection

Two models were in consideration at the time of study suspension, including Beach-fx and the Storm Damage Model. A brief description of both is included in this section. It should be noted that neither model was developed or used in the study; these two models were simply under consideration and could be used in future studies.

c. Beach-fx

Beach-fx is an event-driven life-cycle model that links the predictive capability of coastal evolution modeling with project area infrastructure information, structure and content damage functions, and economic valuations to estimate the costs and total damages under various shore protection alternatives. Beach-fx fully incorporates risk and uncertainty and is used to simulate future hurricane and storm damages at existing and future years and to compute accumulated present worth damages and costs. Storm damage is defined as the damage incurred by the temporary loss of a given amount of shoreline as a direct result of waves, erosion, and inundation caused by a storm of a given magnitude and probability.

Over the project life-cycle, the model estimates shoreline response to a series of historically based storm events applied for each of three USACE sea level change scenarios as required by ER 110-2-8162 (USACE, 2013). These plausible storms, the driving events, are randomly generated and applied in the model using a Monte Carlo approach. The corresponding shoreline evolution includes not only erosion due to the storms, but also allows for storm recovery, post-storm emergency dune and/or shore construction, planned nourishment events throughout the life of the project, and simulates shoreline erosion and accretion during non-storm periods. Risk based damages to structures are estimated based on the shoreline response in combination with pre-determined damage functions for all structure types within the project area. Uncertainty is incorporated, not only within the input data (storm occurrence and intensity, structural parameters, structure and contents valuations, and damage functions), but also in the applied methodologies (probabilistic seasonal storm generation and multiple iteration, life-cycle analyses). Results from the multiple iterations of life-cycles are averaged over a range of possible values.

The project site itself is represented by divisions of the shoreline referred to as "Reaches". Because this term may also be used to describe segments of the shoreline to which project alternatives are applied, Beach-fx reaches will be referred to in this appendix as "Model reaches". Model reaches are contiguous, morphologically homogenous areas that contain groupings of structures (residences, businesses, walkovers, roads, etc...), all of which are represented by Damage Elements (DEs). DEs are grouped within divisions referred to as Lots. **Figure 5** shows a conceptual representation of the Beach-fx model setup.

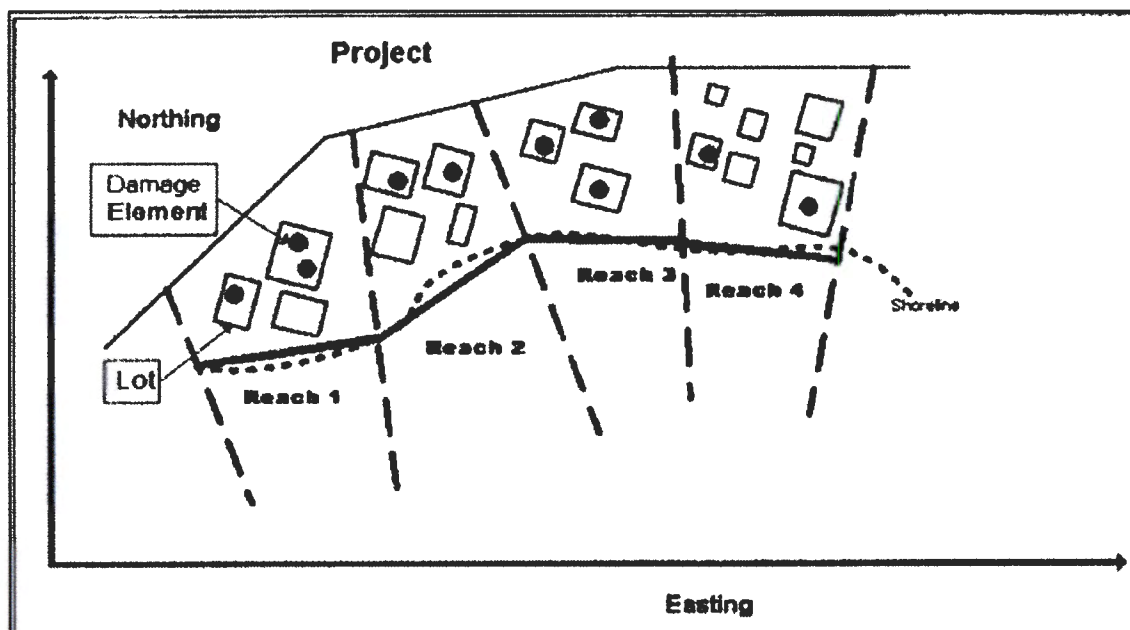


Figure 5: Beach-fx Conceptual Representation

Advantages: Being the Corps certified model for CSR studies, Beach-fx is, in theory, the proper tool and best fit for this study. The PDT has already developed a model for each Planning Reach and has a running FWOP simulation in all areas. Also, Beach-fx is the only model that can estimate damages from erosion, inundation, and wave attack, as well as armor costs. If it works, continuing to pursue a Beach-fx only modeling approach would certainly be the most efficient path.

Issues/Risks: Recurring modeling issues are somewhat common due to the complexity of the model. While Beach-fx is ideally suited for sandy beaches, it does not always work as well along inlet points such as Porpoise Point. The main risk is that, even with more time and money, the model issues may not be resolved.

d. Storm Damage Model (SDM)

The Jacksonville District has developed a Windows based empirical computer model named the SDM, which simulates damages at existing and future years. The model also computes average annual equivalent damages. The model uses data developed from storm frequencies and shoreline recessions along with data which describes each structure and computes expected damages to each structure. The SDM model used the input from SBEACH to estimate the recession. The SBEACH engineering model predict the storm response recession of the beach profile, using inputs of both waves and surge. The SDM model is based on recession and does not have separate damage functions for waves or surge.

The model takes into account the risk and uncertainty of the input data to statistically determine the storm damage. For the purposes of analysis, storm damage is defined as the damage incurred by the temporary loss of a given amount of shoreline as a direct result of erosion caused by a storm of a given magnitude and frequency. In addition to residential structures, storm damages were calculated for commercial and public buildings, pools, patios, parking lots, roads, utilities, seawalls, revetments, bulkheads, replacement of lost backfill, etc. The SDM used in this analysis does not have a flood damage component. The SDM can be used in a deterministic mode and a statistical mode. In deterministic mode, the model does not account for the risk and uncertainty of the input data. In this mode, the model produces similar results as earlier versions of the SDM. In statistical mode, the model runs a number of iterations (set by the user) to approximate the risk and uncertainty in the data. The model will output data for each iteration and a running average of all the iterations. The greater the number of iterations, the smaller the standard error of estimate. Typically, 1000 iterations are to be used in order for the standard error of estimate to be near an asymptotic value. A seed number of 1701 was used, which allows the statistical results of the model to be reproduced.

The initial step in how the storm damage model computes damages is based on the relationships between storm frequencies and shoreline recessions and expected damages to each structure from a given storm of a given magnitude. Continuous erosion and shoreline position change result in reduced beach width and hence reduced protective value between a structure and the expected shoreline position. The location of the expected shoreline position for each year is based on the historical shoreline erosion on a per year basis. After the relationship between shoreline erosion and damage is determined, relationships between the probability of an occurrence of a storm event and damage is then determined by assigning probabilities from a frequency-recession curve for each existing condition and each future time increment. The relationship between probability and damage was then determined by tabulating total damage estimates for varying frequency storm events. Due to continuing erosion and shoreline recession over time, future damages to development would be more severe with a given storm under without project conditions. Therefore, the shoreline recession-damage relationship was modified to accommodate the expected shoreline position in future years with respect to the reference shoreline. Future year damages were simulated by determining the location of the shoreline in future years using the different erosion rates. Future long-term recession is halted at the year a without project seawall or protective structure is encountered. Replacement armor is included, following the assumption that property owners would repair existing armor or install new armor once their properties become threatened. The model only allows replacement armor once, with subsequent years of no armor. In some instances, future damages could be less, if a coastal armor replacement index is selected which provides greater protection than the current coastal armor type. From a frequency-damage curve average annual equivalent damages for each project condition would be calculated. Using this information, a frequency-damage relationship would be constructed for each year of the project life. The estimation of damage reduction benefits attributable to the with-project condition would be determined by comparing the without project damages to those for the with-project conditions. The difference between the two is damage reduction benefits.

Advantages: An alternate approach for estimating erosion damages, SDM was used extensively on coastal studies in Florida in the 1990s and early 2000s. It estimated erosion damage (not inundation) and is set up to handle coastal armor. It is generally simple to use and would be relatively easy to set up.

Issues/Risks: As an uncertified model, SDM would require a one-time approval for use. This would mean additional time and coordination. Also, even with SDM, a hybrid approach would be required, because the SDM does not estimate inundation damages. Also, SDM is not up to the state of practice with respect to Risk and Uncertainty. It is deterministic rather than probabilistic.

9. Cost Estimates

The termination of the project was determined before costs were developed. While relative costs were assessed as part of the screening criteria to determine the final array of alternatives, no costs were developed for the project alternatives.

10. Environmental effects

Using the USFWS Information for Planning and Consultation (IPaC) system, a preliminary threatened and endangered species list was drafted. The list contained 10 species federally listed as threatened and endangered that may be present and utilize the project area. These species include the West Indian Manatee (*Trichechus manatus*), Eastern Black Rail (*Laterallus jamaicensis* ssp. *jamaicensis*), Piping Plover (*Charadrius melodus*), Red Knot (*Calidris canutus rufa*), Wood Stork (*Mycteria americana*), Gopher Tortoise (*Gopherus polyphemus*), Green Sea Turtle (*Chelonia mydas*), Hawksbill Sea Turtle (*Eretmochelys imbricata*), Leatherback Sea Turtle (*Dermochelys coriacea*), and Loggerhead Sea Turtle (*Caretta caretta*). Additionally, the project lies within the critical habitat for the Loggerhead Sea Turtle (Table 1).

Table 1: Species of Concern and Federal Status

Common Name	Scientific Name	Status
West Indian Manatee	<i>Trichechus manatus</i>	Threatened
Eastern Black Rail	<i>Laterallus jamaicensis</i>	Threatened
Piping Plover	<i>Charadrius melodus</i>	Threatened
Red Knot	<i>Calidris canutus rufa</i>	Threatened
Wood Stork	<i>Mycteria americana</i>	Threatened
Gopher Tortoise	<i>Gopherus polyphemus</i>	Candidate Species
Green Sea Turtle	<i>Chelonia mydas</i>	Threatened
Hawksbill Sea Turtle	<i>Eretmochelys imbricata</i>	Endangered
Leatherback Sea Turtle	<i>Dermochelys coriacea</i>	Endangered
Loggerhead Sea Turtle	<i>Caretta caretta</i>	Threatened

The potential environmental effects for the final array of alternatives were determined based on a review of the IPaC information and potential construction footprint of the project. Preliminary determination of effects from non-structural and structural measures were considered with a likelihood of 1) may affect, 2) not likely to adversely affect, or 3) no effect for all species. Both the non-structural and structural measures would have effects requiring Endangered Species Act consultation to address impacts to federally listed species and critical habitat.

The project site lies within the CBRA System Unit P05 (Conch Island). Federal assistance, including construction, is prohibited in CBRA System Units. The project was coordinated with the USFWS to determine the project's acceptability under the CBRA. An initial consultation letter was sent on February 5, 2021, with an updated consultation letter sent on March 17, 2021. The USACE proposed the project met exceptions under the CBRA for maintenance of existing Federal navigation channels and related structures (16 U.S.C. 3505(a)(2)), maintenance or repair of publicly owned operated roads or facilities (16 U.S.C. 3505(a)(3)), and the protection of fish and wildlife habitats and related lands (16 U.S.C. 3505(a)(6)(A)). The USFWS determined the proposed project as having the intention of preventing erosion of or otherwise intending to stabilize an inlet, shoreline, or inshore area, which is prohibited under CBRA. Furthermore, the USFWS determined the project does not meet all three purposes of CBRA: the minimization of the loss of human life; wasteful expenditures of federal revenues; and damage to the fish, wildlife, and other natural resources associated with coastal barriers. These purposes are achieved through the restriction of federal expenditures and financial assistance which have the effect of encouraging development of coastal barriers and by considering the means and measures by which the long-term conservation of these fish, wildlife, and other natural resources may be achieved.

The USFWS stated the project was not designed for the purpose of minimization of fish, wildlife, or other natural resources within the Unit. The project would not increase or otherwise protect wildlife resources without design changes or incorporation of other protections and conservation measures (i.e., restriction of driving on the beach, as currently allowed within the project area) These conservation measures were unlikely to be implemented in the long-term plan. The USFWS provided this information via letter on April 1, 2021. It is the responsibility of the Federal funding agency to comply with the CBRA and to make the final decision regarding the expenditure of funds for a particular action or project. All correspondence is included as **Attachment 3**.

11. Cultural Resources

Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 C.F.R. Part 800) USACE determined that the Project constituted an undertaking as defined in 36 C.F.R. Part 800.16(y) and initiated consultation with the Florida State Historic Preservation Office (SHPO), Miccosukee Tribe of Indians of Florida, the Muscogee (Creek) Nation, Seminole Nation of Oklahoma, Seminole Tribe of Florida, and Thlopthlocco Tribal Town. Background review for study identified one cultural resource within the project area, the St. Augustine north groin

(8SJ05616). The structure was evaluated in 2014 and recommended not eligible for listing in the National Register of Historic Places (Reed 2014). The project was terminated before additional steps were necessary. The pertinent correspondence is included in **Attachment 4**.

12. **Summary of Coordination, Public Views and Comments**

An invitation for comments was sent out to Federal and State agencies, Native American Tribes, local agencies, interested parties, and individuals within the project area to solicit comments and participation in the scoping period. The letter was sent on November 16, 2020 and the comment period closed on December 16, 2020. Comments were received from local landowners, local government officials, the Muscogee (Creek) Nation, and the Seminole Tribe of Florida. Comments from local landowners and government officials were in strong support of the proposed study. The Muscogee (Creek) Nation and Seminole Tribe of Florida acknowledged interest in the project. No public meetings were scheduled or held for the project. Correspondence related to this scoping action is included as **Attachment 5**.

13. **Recommendations**

Based on the information compiled in this study, there is not a viable remedy to the coastal storm damage occurring at Porpoise Point, St. Johns County, Florida that can be addressed with Federal funds through the currently applicable CAP 103 authority due to CBRA limitations in Federal funding. The CBRA does not restrict activities carried out with private or other non-federal funds. If St. Johns County would be interested in pursuing potential solutions to the flooding issue through other authorities of greater scope, we recommend they discuss the situation further with Mr. Jim Suggs at 904-232-1018 (office) or 904-412-3465 (cell).

The recommendations contained herein reflect the information available at this time and current USACE policy. They do not reflect program and budgeting priorities inherent in the formulation of a national Civil Works program.

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Kevin M. Wittmann
Acting Chief, Planning and Policy Division

14. **References**

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**Continuing Authorities Program Section 103:
Beach Erosion and Hurricane and Storm Damage
Reduction**

**Porpoise Point
St. Johns County, Florida
Termination Report**

Engineering Appendix

Last Updated: May 2022



**US Army Corps
of Engineers®
Jacksonville District**

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1 INTRODUCTION

This report documents the engineering research, discussions, data collection, and technical analysis completed by the Jacksonville District of the U.S. Army Corps of Engineers (USACE) for the Porpoise Point Continuing Authorities Program's (CAP) Section 103, Beach Erosion and Hurricane and Storm Damage Reduction Feasibility Study. USACE performed the work detailed here from January 2020 to November 2021, at which point the project was terminated since the Coastal Barrier Resources Act of 1982 (CBRA) limited constructing viable storm damage reduction measures in the project area. This appendix is part of a larger planning document that USACE compiled for the project's non-federal sponsor, St. Johns County.

1.1 Location

The study area, Porpoise Point, is on the east coast of northeast Florida in St. Johns County. Porpoise Point is a highly dynamic and ephemeral sandy spit situated within the St. Augustine Inlet just south of the St. Augustine Inlet's terminal groin (Figure 1). The St. Augustine Inlet connects the Atlantic Ocean to the Intracoastal Waterway (IWW) just east of the City of St. Augustine's Historic District.



Figure 1: Porpoise Point Study Area

1.2 Study Purpose

The purpose of this study was to identify long-term structural and nonstructural measures to reduce the risk of coastal storm damages (erosion, inundation, and wave damages) to homes and public infrastructure along the Porpoise Point shoreline. Upland infrastructure consists of private homes, public utilities, and Porpoise Point Drive, the primary evacuation route for residents living along Porpoise Point.

1.3 Background

Porpoise Point formed after the current St. Augustine Inlet was cut in 1940 and Vilano's terminal groin was constructed in 1941. Porpoise Point's shoreline stability is generally considered to be dominated by sand transported from Vilano Beach. However, over a quarter-century period from 1994 to 2018, the shoreline has been net erosional (Figure 2). Vilano Beach has critically eroded during this time such that available sand traveling through or around the Vilano terminal groin to Porpoise Point has significantly lessened. Coastal storms, beach nourishment, and dredging events in and around the St. Augustine Inlet influence sediment transport trends in and around the project area. Hurricanes Matthew (2016) and Irma (2017) produced storm surge and wave conditions in St. Johns County that caused significant beach and dune erosion along much of the county's shoreline. Particularly significant nor'easter seasons in 2020 to 2021 and 2021 to 2022 may have exacerbated erosion concerns in the project area. Figure 2 shows Porpoise Point's decadal shoreline evolution from 1994 to 2018, and Figure 3 depicts recent shoreline evolution from 2019 to 2021.



Figure 2: Decadal Evolution of Porpoise Point Depicted by Aerial Imagery from the 24-year Period of 1994 to 2018
Images Source: Google Earth



**Figure 3: Recent Short-term Evolution
of the Porpoise Point Shoreline from 2019 to 2021
Images Source: USACE**

1.3.1 Dredging and Beach Placement Near Porpoise Point

Routine Federal navigation and IWW maintenance dredging occurs periodically in and around the St. Augustine Inlet, with mostly offshore disposal until the 1990s. Since the 1990s, most of the dredged material has been beneficially used as beach fill along Anastasia State Park and Vilano Beach. Two Federal beach nourishment projects are established north and south of the inlet. The first two beach nourishment events for the St. Johns County Shore Protection Project (SPP) in St. Augustine Beach spanned from 2001 to 2005 and dredged approximately 7.3 million cubic yards (mcy) of beach-compatible material mainly from St. Augustine's ebb tidal shoal (and small portions of the flood tidal shoal). The third SPP dredging event in 2012 excavated roughly 2.1 mcy of sand from the ebb tidal shoal and a portion of the Navigation Channel Borrow Area immediately south-southeast of the Porpoise Point shoreline (Figure 4). Sediment from the inlet's interior navigation channel and IWW was placed in Anastasia State Park in

fall 2012, then again in winter 2013. Approximately 280,000 cubic yards (cy) of sand from inlet maintenance dredging operations were placed in Vilano Beach in summer 2015 and summer 2017. The most recent SPP nourishment project that concluded in 2018 dredged approximately 750,000 cy mostly from the ebb tidal shoal. Finally, roughly 1.3 mcy were dredged from the flood tidal shoal in the fall and winter of 2020/2021 for the South Ponte Vedra and Vilano Beach Coastal Storm Risk Management (CSRM) Project's initial nourishment construction.

Table 1: Dredging Events Near Porpoise Point over the Past Two Decades

Dredging Event	Dredging Location	Dredging Date(s)	Approximate Dredged Volume (mcy)	Disposal Location
Various Maintenance	Navigation Channel and Surrounding IWW Cuts	Various	-	Various
1 st and 2 nd SPP Nourishments	St. Augustine Ebb Shoal and Flood Shoal	2001-2005	7.30	St. Augustine Beach
3 rd SPP Nourishment	St. Augustine Inlet's Ebb Shoal and Navigation Channel	2012	2.10	St. Augustine Beach
4 th SPP Nourishment	St. Augustine Inlet's Ebb Shoal	2018	0.75	St. Augustine Beach
1 st CSRM Nourishment	St. Augustine Inlet's Flood Shoal	2020-2021	1.30	South Ponte Vedra and Vilano Beach

1.3.2 Physical Beach Monitoring

Taylor Engineering has conducted periodic physical beach monitoring studies for the SPP since 2003 that document the evolution of the Porpoise Point shoreline. Table 2 lists some of the monitoring report's volume analysis periods for the portion of shoreline from Florida Department of Environmental Protection (FDEP) Reference Monument R-122A to R-122C within Porpoise Point (Figure 4). Taylor (2006) documented that from 1999 to 2005, Porpoise Point was relatively stable (+45,200 cy). However, subsequent monitoring reports show Porpoise Point was highly dynamic from 2011 to 2021 with volume gains as large as 78,884 cy (August 2019 to August 2020) and volume losses as large as -131,378 cy (December 2017 to August 2019). These data indicate a net volume change of -31,499 cy/yr since December 2011.

Table 2: Monitoring Data of the Porpoise Point Shoreline from R-122A to R-122C

Analysis	Survey Dates	Volume Compartment	Net Volume Change (cy)
2005 SPP Post-Fill (Taylor, 2006)	Apr. 1999 to Aug. 2005	Dune to -20 ft-NAVD	45,200
2012 Post-Fill (Taylor, 2013a)	Dec. 2011 to Dec. 2012	Dune to -20 ft-NAVD	-128,467
2013 Year 1 Post-Fill (Taylor, 2013b)	Dec. 2012 to July 2013	Dune to -20 ft-NAVD	64,265
2014 Year 2 Post-Fill (Taylor, 2014)	July 2013 to July 2014	Dune to -20 ft-NAVD	-16,443
2015 Year 3 Post-Fill (Taylor, 2015)	July 2014 to Aug. 2015	Dune to -20 ft-NAVD	-50,296
2018 Post-Fill (Taylor, 2019)	Aug. 2015 to Dec. 2017	Dune to -20 ft-NAVD	-121,581
2019 Year 1 Post-Fill (Taylor, 2020)	Dec. 2017 to Aug. 2019	Dune to -20 ft-NAVD	-131,378
2020 Year 2 Post-Fill (Taylor, 2021)	Aug. 2019 to Aug. 2020	Dune to -20 ft-NAVD	78,884
2021 Year 3 Post-Fill (Taylor, 2022)	Aug. 2020 to Sep. 2021	Dune to -20 ft-NAVD	-1,685
Cumulative Volume Change from Dec. 2011 to Sep. 2021 (cy/yr):			-31,499



Figure 4: R-Monuments and the 2012 SPP Borrow Area near the Porpoise Point Shoreline (Taylor, 2013)

2 STUDY AREA GEOTECHNICAL CHARACTERISTICS

2.1 Geologic Setting

2.1.1 Regional Geology

The Florida peninsula occupies a portion of a much larger geologic unit called the Florida Plateau. This partially submerged platform, nearly 500 miles long and varies from 250 to 450 miles wide, separates the deep water in the Gulf of Mexico from the deep water of the Atlantic Ocean. In the last 200 million years, the plateau has been alternately dry land or covered by shallow seas. During that time up to 20,000 feet of carbonate and marine sediments were deposited. The Florida Plateau has been tilting on its longitudinal axis. The west coast is partially submerged, as indicated by the wide estuaries and offshore channels, while the east coast is correspondingly elevated, showing the characteristics of an emergent coastline (Randazzo and Jones, 1997).

During the last million years, a series of four glacial periods, or ice ages, brought about significant changes in sea level, as shown in Figure 5. As a result of these sea level fluctuations, the Florida peninsula was again covered and uncovered by shallow seas. Following the first glacial period, the sea level rose 270 feet above its present level. Dry land on the Florida peninsula was then restricted to a few small islands along the central Florida ridge and in northeast Florida (Randazzo and Jones, 1997).

About 100,000 years ago, the last glacial period began. The sea level fell to 300 feet below its present level and the Florida Plateau emerged as dry land. Approximately 15,000 years ago, the sea level began its most recent rise toward the present sea level (Shackleton, 1987). The sea level rose at an average rate of 30 feet per 1,000 years. About 7,000 years ago, the rate of sea-level rise slowed when the sea level was about 30 feet below its present level (Smith et al., 2011). It was during this most recent slowing of sea-level rise that the modern barrier islands of southeast peninsular Florida formed.

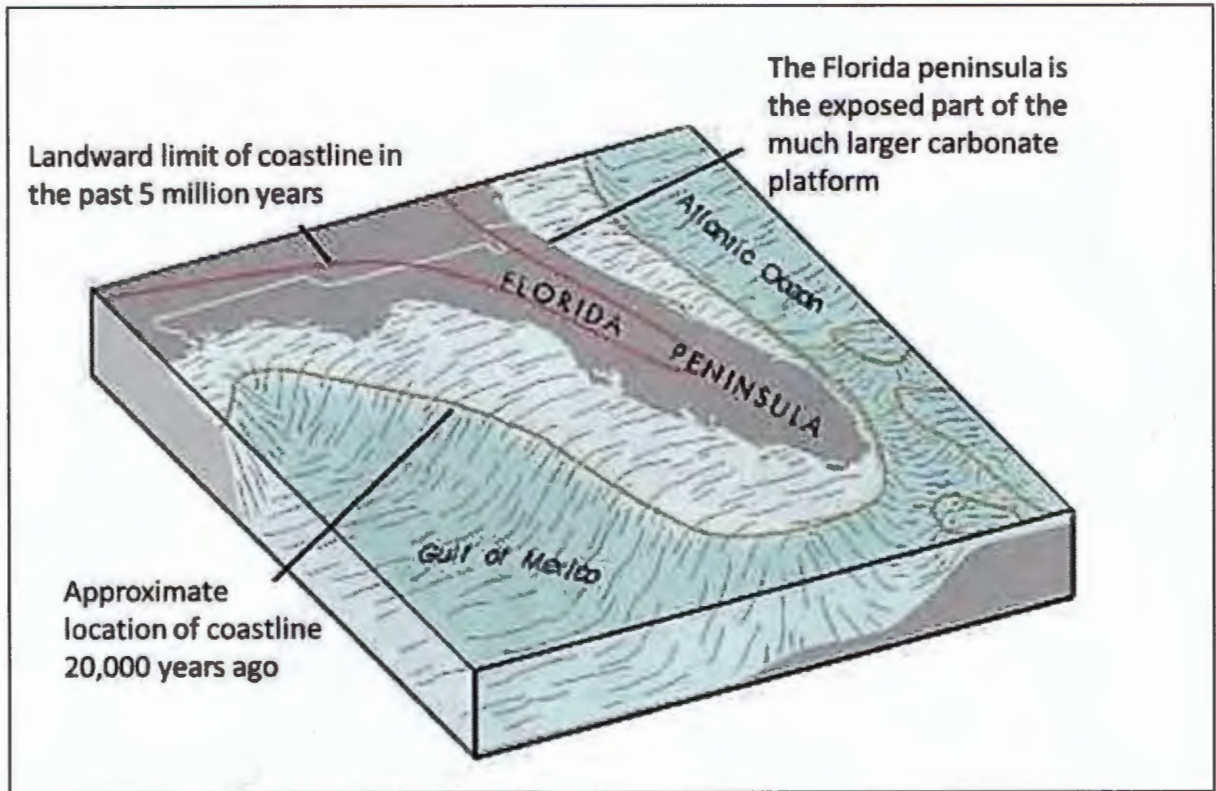


Figure 5: The Florida Peninsula, Including the Present Coastline, Previous Sea-Level Stands, and the Extent of the Carbonate Platform.

Offshore of the beaches and modern barrier islands is the continental shelf. It is a broad, shallow, low relief shelf that extends from 80 miles offshore near Jacksonville to only a few miles offshore near Miami. The shelf contains relic Pleistocene and Holocene terraces and submerged beach sand ridges. The wave climate and sediment transportation system create a linear sandy coastline. Inlets locally modify the linear coastline. An exception to the linear coastline is the cape structure located at Cape Canaveral which formed in response to a different wave and sand sediment transport system in the southern portion of the state.

The east coast of Florida, from the state line at the Georgia border to Miami Beach (350 miles), consists of a series of sandy barrier islands broken occasionally by inlets, as shown in Figure 6. The barrier islands are characterized by dunes and shore parallel beach ridges. Many of the islands display relic beach ridges formed during higher stands of sea level. The barrier islands often have a distinctive drumstick-shape with an accreting bulbous end and a slender eroding end. These barrier islands were formed from waves and longshore currents reworking marine and fluvial sediments. Lagoons and marshes are typically located between the barrier islands and the mainland.

The quartz component of the modern barrier island sand has deposited from sand migrating southward along the Atlantic coast, from the reworking of the Pamlico sand that was previously deposited over the entire region. The remaining component of coastal sediments are typically carbonates, locally produced by calcite-producing plants and animals. Additional carbonate materials are from reworked materials from outcropping Pleistocene formations offshore.



Figure 6: Map of Florida, Including Points of Interest on the Atlantic Coastal Plain

2.1.2 Local Geology

The local geology of St. Johns County for the Quaternary and upper Tertiary Systems range in age from Recent to Pleistocene to Miocene age sediments. The formations exposed at the surface are undifferentiated sediments and the Anastasia Formation of Pleistocene and Recent age. These deposits consist of fine-to-medium quartz sand and

lenses of shell and clay of varying thickness. Thick shell beds and erosion of the outcropping Anastasia formation near the coast have been firmly cemented to form coquina. This formation is underlain by Upper Miocene or Pliocene deposits of interbedded lenses of marine, fine-to-medium sand, shell, and green, calcareous, silty clay. This is underlain by the Hawthorne Formation of early and middle Miocene age, the surface of which is approximately 130 feet below sea level. The Hawthorne Formation consists of gray to green, plastic, phosphatic, sandy clay, and marl, interbedded with lenses of phosphatic sand, pebbles, and sandy limestone. The Hawthorne Formation is underlain by limestone formations of the Eocene age (Randazzo and Jones, 1997).

2.1.2.1 Porpoise Point

The Porpoise Point project is on the barrier beach on the Atlantic Ocean, in central St. Johns County, in the Atlantic Coastal Plain physiographic unit. The St. Johns County shore is a barrier beach fronting a low tidal marsh and lagoon. For the northern six miles the beach ridge is about three miles wide, with dune elevations ranging from 15 to 25 feet, mean low water. For the next 12 miles two ridges and two low marshes separate the ocean from the mainland. The eastern ridge is about 500 to 1,500 feet wide, with a nearly continuous dune line ranging in elevation from 15 to 44 feet. The eastern marsh, which contains the Guana River, is generally 2,000 feet wide. The land ridge west of the Guana River is roughly 10 feet high and 4,000 feet wide. The main marsh ranges in width from 3,000 feet to 9,000 feet wide and contains the Tolomato River at a point about 18 miles south of the Duval-St Johns County line.

The St. Johns County barrier islands have inlets at St. Augustine and at Fort Matanzas. Low tidal marshes and lagoons are between the barrier islands and the mainland. The barrier islands are composed principally of sand and are underlain by silty, clayey marsh deposits that had formed at lower sea level stages. Sediment transport around the St. Augustine Inlet has been altered in historic times by the construction of the navigation channel. The sands are principally fine to medium-grained sand-sized quartz with variable amounts of shell and shell fragments.

2.1.3 Materials Encountered

In 2008, four vibracores were collected within the St. Augustine Inlet navigation channel, and in 2010, three Standard Penetration Test (SPT) core borings were collected on Porpoise Point (Figure 7 and Table 3). Within just a few years, accretion due to longshore transport caused the spit to encroach on the navigation channel, causing a navigation hazard. As a result, in 2013 the material from Porpoise Point was dredged as part of the Operations and Maintenance (O&M) dredging of the St. Augustine Inlet. The dredged material was beneficially placed on the shoreline of Vilano Beach to address

chronic erosion north of the St. Augustine Inlet prior to the authorization of the St. Johns County Coastal Storm Risk Management (CSRSM) Project.

The recovered material represented by the core borings is classified as a poorly graded sand (classified as SP under the Unified Soil Classification System) with fine-to-medium, sand-sized quartz and medium sand to fine gravel-sized whole and broken shell fragments (up to three inches in size). Attachment 1 to this Engineering Appendix provides the boring logs.



Figure 7: Available Boring Locations

Table 3: Project Boring Data

Boring Designation	FL - East State Plane Coordinate System (feet, 0901)		Boring Method
	X	Y	
CB-SJ10-01	563463	2027203	SPT
CB-SJ10-02	564194	2027612	SPT
CB-SJ10-03	564732	2028315	SPT
VB-SA08M-05	565170	2027537	Vibracore
VB-SA08M-06	564574	2027454	Vibracore
VB-SA08M-07	564066	2027140	Vibracore
VB-SA08M-08	563627	2027105	Vibracore

2.2 Hydrodynamic Setting

As previously mentioned, Porpoise Point is the 1,500-foot shoreline on the northern bank of the St. Augustine Inlet immediately southwest of the terminal groin (Figure 1). The inlet is a Federal navigation channel maintained by the USACE that was relocated in 1940 from roughly the location of the current St. Augustine Beach Pier to its current position. Once a naturally meandering channel that migrated along the open coast over time, the St. Augustine Inlet is now a fixed, shallow-draft navigation channel with a terminal groin to the north and a jetty to the south.

The St. Augustine Inlet greatly influences the study area's dynamics. Tides in the project area are semi-diurnal with a mean tidal range of around 4.6 feet and a spring tide range of roughly 6.5 feet. The wind and wave conditions are seasonal, where the greatest wave energy is generally experienced from October to April with high-wind nor'easter events, notwithstanding tropical cyclones that also impact the area over the summer and fall months. Nor'easters generate wind-driven waves averaging 4.0 feet to 6.0 feet in height with longer mean wave periods (9 to 12 seconds) than that of summer events (5 to 8 seconds). The summer season typically experiences mild wind and wave conditions that yield average wave heights of approximately 1.0 foot to 3.5 feet in height and shorter mean wave periods. These conditions, a relatively large tidal range and persistent fall-to-spring nor'easter events, result in a highly dynamic inlet complex with swift ebb-flood currents and southerly net longshore sediment transport.

Although the St. Augustine Inlet ebb-tidal morphology consists of relatively comparable forces from both tides and waves (the inlet is nearly mesotidal with moderate wave action), the St. Augustine Inlet's flood-tidal morphology is dependent on the geological boundaries that limit hydraulic pathways and the forcing mechanisms that transport and deposit sediment. The combination of tide and wave energy results in spatial sediment

transport patterns, where the northern up-drift portion of the inlet's ebb experiences greater wave forces and operates as a wave-dominated shoal, and the flood shoal complex is significantly influenced by flood tidal currents (USACE, 2012b).

3 PERTINENT DATA

Survey data were collected in this area during the study but under separate efforts, and study efforts did not progress to the point where survey data were analyzed. The survey data collected during the study include the following: (1) a LiDAR survey of the entire St. Johns County shoreline collected by the USACE Joint Airborne LiDAR Bathymetry Technical Center of Expertise in April 2021; and (2) a Saint Augustine Inlet navigation channel and shoal complex hydrographic survey collected by the USACE between February and May 2021 to satisfy post-construction monitoring requirements for the St. Johns County CSR Project.

4 MANAGEMENT MEASURES AND DESIGN ALTERNATIVES

4.1 Management Measures

Measures looked at during the study included the following (NS stands for nonstructural, S stands for structural, and NBF stands for nature-based features):

- NS-1: Floodproofing
- NS-2: Raising first-floor elevations
- NS-3: Raising utilities and roads
- NS-4: Buy-outs (relocating private property)
- NS-5: Relocations (utilities, Porpoise Point Drive)
- NS-6: Federal channel realignment (St. Augustine O&M project)
- NS-7: Restricting vehicular access to the beach
- S-1: Ring wall
- S-2: Groin
- S-3: Breakwater
- S-4: Revetment
- S-5: Seawall
- S-6: Dune
- S-7: Beach nourishment (north of the Vilano groin)
- S-8: Beach nourishment (north of the Vilano groin)
- NBF-1: Vegetation planting (marsh)
- NBF-2: Vegetation planting (dune)

- NBF-3: Living breakwater (submerged)
- NBF-4: Nearshore placement

The management measures carried forward to the alternative evaluation phase were NS-3, NS-4, NS-5, NS-6, NS-7, S-1, S-2, S-3, S-4, S-5, S-6, S-7, S-8, NBF-1, NBF-2, NBF-3, and NBF-4. The management measures screened out were NS-1 and NS-2. These measures of floodproofing and raising first-floor elevations were screened out because they did not meet multiple objectives related to the reduction of risk to the Porpoise Point evacuation route or restoring the nesting habitat for listed species.

4.2 Conceptual Design Alternatives

The initial array of alternatives consisted of 32 alternatives and a no-action plan. For the no-action alternative, no management measures would be implemented, and the coastal storm damage would continue and likely worsen from future coastal storms exacerbated by sea-level rise over the 50-year life of the project.

USACE's Project Delivery Team screened the 32 alternatives in the initial array down to four final alternatives and the no-action plan. Most alternatives were screened due to engineering applicability, environmental restrictions, and/or cost limitations. The following alternatives were carried forward to the final array of alternatives:

- No action
- A-3: groin, nourishment, and dune
- A-4: groin, breakwater, nourishment, and dune
- A-11: breakwater, nourishment, and dune
- A-17: seawall, groin, breakwater, nourishment, and dune

4.2.1 No Action

The No-Action Alternative would allow the natural processes of sand transport along this shoreline to play out indefinitely. The result would be a Porpoise Point shoreline that continued to be highly dynamic, with longer-term trends of both erosion and accretion punctuated by episodic occurrences of significant erosion (coastal storms) and significant accretion (transport of nourishment sand from the northern shoreline through the "leaky" terminal groin). The recreational area, habitat, and upland infrastructure would be periodically compromised or lost entirely. Due to the critically eroded nature of much of the shoreline to the north, it is expected that sand supply to the Porpoise Point shoreline will be limited for the foreseeable future. However, continued large-scale beach nourishment along Vilano Beach (by USACE) and South Ponte Vedra (by St. Johns County) will provide sand to the system to be transported to the area.

4.2.2 Alternative A-3: Groin, Nourishment, and Dune

Alternative A-3 consists of constructing a sand-tight terminal groin at the west end of Porpoise Point to reduce westward transport of sand around Porpoise Point into the IWW shoreline (Figure 8). Sand would be placed in a beach and dune template, and the dune would be planted with native dune vegetation. While this alternative would minimize westerly sediment transport out of the project area, it would not address wave-driven damages to eastern Porpoise Point. It is expected that the proposed terminal groin would stabilize the western end of Porpoise Point but provide only minimal benefit to the beach stability further east, as depicted by the equilibrated beach condition shown.

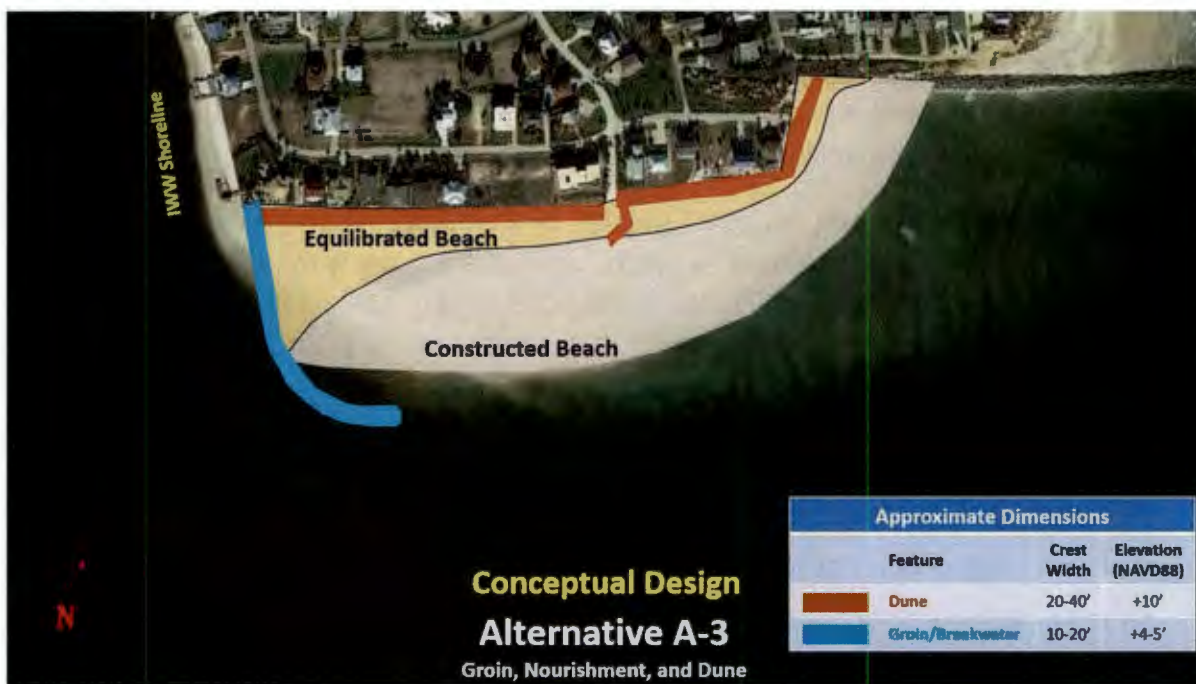


Figure 8: Conceptual Sketch and Design Dimensions for Alternative A-3
Image Source: Google

4.2.3 Alternative A-4: Groin, Breakwater, Nourishment, and Dune

Alternative A-4 consists of the same project elements as Alternative A-3, but also includes groin and breakwater structures at the east side of the project area to reduce wave and erosion damages. Two variations were considered for this alternative. Alternative A-4 includes a terminal groin at the western end of Porpoise Point, a beach fill along Porpoise Point, a t-head groin in the middle of the project area, an offshore breakwater east of the t-head groin, and a spur addition to the Vilano Beach terminal groin (Figure 9). Alternative A-4a is nearly identical to Alternative A-4, but does not include the cross-shore groin portion of the t-head (Figure 10). East of the central

structure, a breakwater would stabilize the eastern beach and transition the “soft” beach shoreline to the “hard” terminal groin. A spur groin connected to the existing terminal groin would reduce waves reflecting off the terminal groin and flanking the eastern end of the project beach. It is expected that the performance of these variations would be similar and that this alternative would stabilize the entire project shoreline by reducing wave impacts and therefore limiting erosion.



Figure 9: Conceptual Sketch and Design Dimensions for Alternative A-4
Image Source: Google

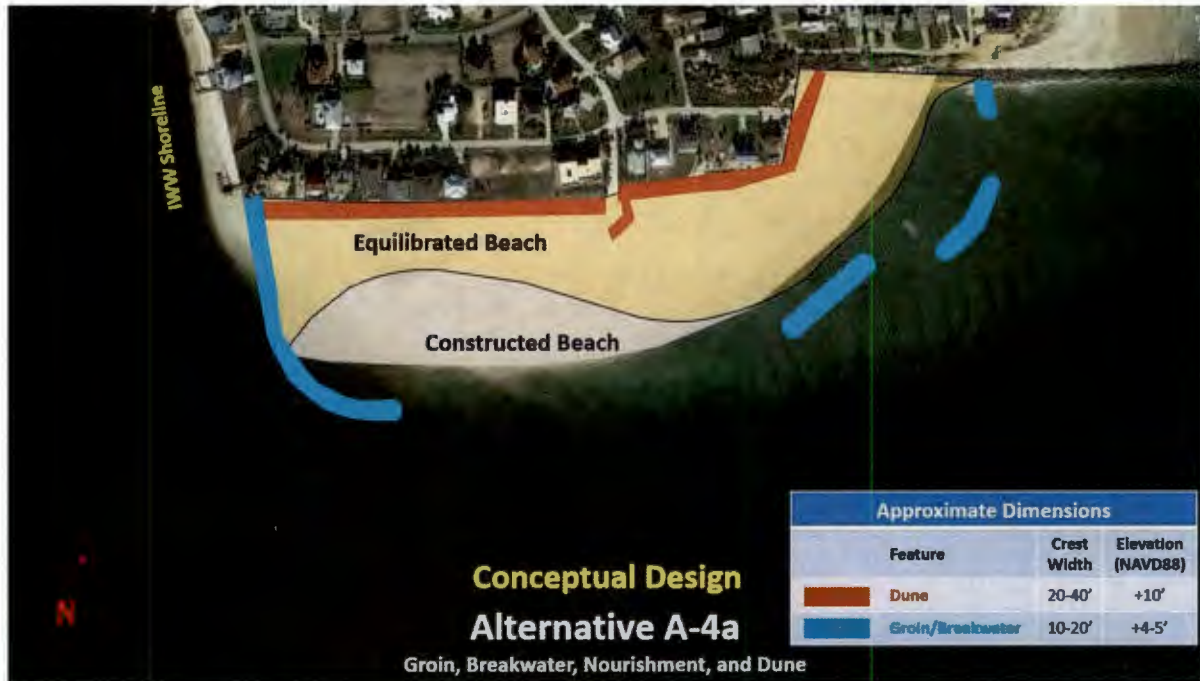


Figure 10: Conceptual Sketch and Design Dimensions for Alternative A-4a
Image Source: Google

4.2.4 Alternative A-11: Breakwater, Nourishment, and Dune

Alternative A-11 consists offshore breakwaters throughout the project area and a spur added to the existing terminal groin (Figure 11). Modeling and analyzing this alternative would determine if more offshore breakwaters and no western terminal groin is more advantageous than the performance of the measures in Alternative A-4. Like Alternative A-4, this alternative would limit the erosive effects of wave impacts on the shoreline, but this alternative would not restrict the westward transport of sand from the project area. The expected equilibrated beach condition shown in Figure 11 mimics the eastern portion of the project with sand losses occurring around the back of the island from the western portion of the project.

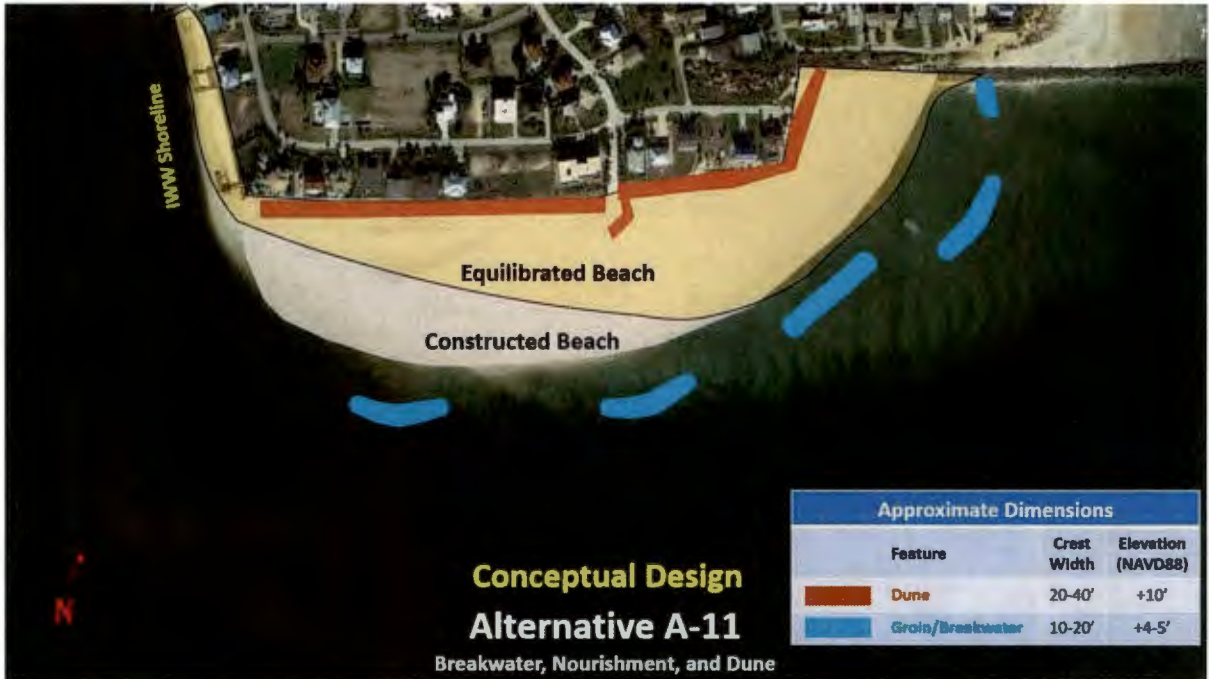


Figure 11: Conceptual Sketch and Design Dimensions for Alternative A-11
Image Source: Google

4.2.5 Alternative A-17: Seawall, Groin, Breakwater, Nourishment, and Dune

Alternative A-17 consists of the same project elements as Alternative A-4, but also includes a seawall fronting the properties along the Porpoise Point shoreline. The seawall would be constructed and then buried under the constructed dune. Performance of this alternative may be similar to the performance of Alternative A-4 except in the case of an extreme (low probability) storm event that caused critical erosion to the project shoreline. In the case of an event significant enough to cause a breach of the dune and major erosion to the beach, the seawall would act as a last line of defense to protect upland infrastructure from wave and erosion damages.

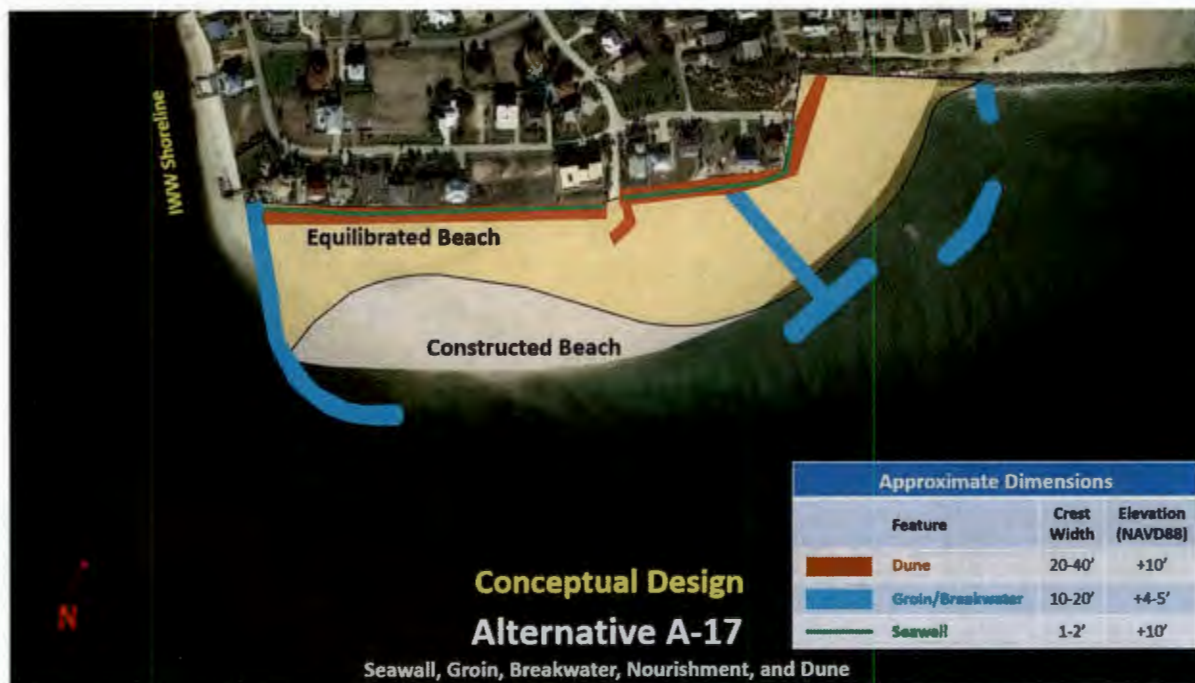


Figure 12: Conceptual Sketch and Design Dimensions for Alternative A-17
Image Source: Google

5 ELECTRICAL AND MECHANICAL REQUIREMENTS

This project design does not include any electrical or mechanical elements.

6 HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE

Phase I and Phase II Environmental Site Assessments (ESAs) are not part of the scope of this study.

7 CONSTRUCTION COSTS

USACE prepared rough order cost estimates for the alternatives, which were used to screen prohibitively expensive alternatives. These screening costs were for comparison purposes only, and are not refined enough to provide outside USACE. However, since the alternatives were not numerically modeled before project termination, no preliminary design was completed on which to refine and finalize costs for the final array of alternatives. Therefore, this analysis did not have any refined cost estimation performed.

8 RISK AND RECOMMENDATIONS

Due to the nature and intent of the CAP authority, this study was limited in scope and budget. Additionally, this study was terminated prior to completing numerical modeling

due to construction limitations in a Coastal Barrier Resource Act (CBRA) zone. The US Fish & Wildlife Service (USFWS) informed USACE they could not recommend any of the team's proposed alternatives, as they didn't meet any of the CBRA limitation exceptions. For that reason, no further federal funds could be spent on the study or development of alternatives. If others pursue the design and construction of any components of these alternatives, it is highly recommended to perform all of the following, at a minimum, as part of the pre-design analysis:

- A design-level topographic survey collection, including utility locations, and adjacent parcel owners
- A collection of wave, water level, and current data for model calibration
- Phase I ESAs
- An updated hydrographic survey
- An updated modeling effort to verify benefits
- Soil sampling and analysis in project areas
- A construction sequence analysis

9 CONCLUSION

The purpose of this study was to identify long-term structural and nonstructural measures to reduce the risk of coastal storm damages (erosion, inundation, and wave damages) to homes and public infrastructure along the Porpoise Point shoreline. The Vilano Beach shoreline to the north has become critically eroded over time such that the source of the sand that may have previously traveled through or around the terminal groin to Porpoise Point has been largely lessened.

USACE considered four structural alternatives that could reduce the risk of coastal storm damage, in addition to no action, as listed below.

- No action
- A-3: groin, nourishment, and dune
- A-4: groin, breakwater, nourishment, and dune
- A-11: breakwater, nourishment, and dune
- A-17: seawall, groin, breakwater, nourishment, and dune

Section 4.2 provides a qualitative discussion regarding the conceptual design of each alternative. However, this study was terminated prior to completing technical work due to construction limitations in a CBRA zone. Therefore, benefits were not quantified for these alternatives.

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Attachment 1: Management Measure Spreadsheet

Porpoise Point (103 - Beach Erosion & Hurricane & Storm Damage Reduction)

Problem 1: Recent hurricanes have resulted in the loss of approximately 12 acres of environmental habitat and erosion of the beach.

Problem 2: Erosion, wave attack, and storm surge are causing the exposure of residential building foundations and underground public utilities while threatening the Porpoise Point evacuation route.

Management Measure	Objectives			Constraints				Considerations			Total	Management Measure Carried forward Y/N	Life Safety Concerns Y/N	O&M required Y/N
	Reduce further coastal storm damage of residential buildings and underground utilities	Reduce coastal storm damage to Porpoise Point evacuation route	Reduce coastal storm damage to Porpoise Point beach to restore nesting habitat for listed species	Real Estate Acquisitions	Avoid impacts to public infrastructure	Avoid impacts to Environmental Resources	Avoid impacts to the Federal Vilano groin	Recreation	Cultural Resources	Cost				
	0-2 0 = does not meet objective 1 = partially meets objective 2 = fully meets objective	0-2 0 = does not meet objective 1 = partially meets objective 2 = fully meets objective	0-2 0 = does not meet objective 1 = partially meets objective 2 = fully meets objective	0-2 0 = violates constraint 1 = partially violates constraint 2 = does not violate constraint	0-2 0 = violates constraint 1 = partially violates constraint 2 = does not violate constraint	0-2 0 = violates constraint 1 = partially violates constraint 2 = does not violate constraint	0-2 0 = violates constraint 1 = partially violates constraint 2 = does not violate constraint	0-2 0 = most impacts to Recreation 1 = Partial Impacts to Recreation 2 = least Impacts to Recreation	0-2 0 = most impacts to Cultural resources 1 = Partial Impacts to Cultural resources 2 = least Impacts to Cultural resources	0-2 0 = most costly 1 = moderate cost 2 = least costly				
No Action	0	0	0	2	1	2	2	0	2	2	9			
Non-Structural														
NS-1 Flood-Proofing	1	0	0	1	0	2	2	2	2	1	9	N	N	N
NS-2 Raising first floor elevations	1	0	0	1	0	2	2	2	2	1	9	N	N	N
NS-3 Raising utilities and road	1	2	0	1	2	2	2	2	2	1	13	Y	N	N
NS-4 Buy-outs (relocating private)	2	1	1	0	2	2	2	2	2	0	12	Y	N	N
NS-5 Relocations (utilities, PP drive)	1	2	0	1	1	2	2	2	2	1	12	Y	N	N
NS-6 Fed Channel realignment (St. Aug O&M project)	0	0	1	2	1	1	0	2	2	2	10	Y	N	N
NS-7 Restrict vehicular access to beach	0	0	2	2	2	2	2	0	2	2	12	Y	N	N
Structural														
S-1 ring wall	1	0	0	1	1	0	2	2	2	2	11	Y	N	Y
S-2 groin	2	2	1	2	2	1	2	1	1	1	14	Y	N	Y
S-3 breakwater	2	2	1	2	2	1	2	1	1	1	14	Y	N	Y
S-4 revetment	2	2	0	2	2	0	2	0	2	1	13	Y	N	Y
S-5 seawall	2	2	0	2	2	0	2	0	2	1	13	Y	N	Y
S-6 dune	1	1	1	1	2	1	2	1	2	1	12	Y	N	Y
S-7 beach nourishment	1	1	2	1	2	1	2	2	2	1	14	Y	N	Y
S-8 beach nourishment updrift (N of Vilano groin)	1	1	1	1	2	1	2	1	2	1	12	Y	N	Y
Nature Based Features														
NBF-1 vegetation planting (marsh)	1	1	0	2	2	1	2	1	2	1	12	Y	N	Y
NBF-2 vegetation planting (dune)	1	1	1	1	2	1	2	1	2	1	12	Y	N	Y
NBF-3 living breakwater (submerged)	1	1	1	2	2	1	2	1	1	1	12	Y	N	Y
NBF-4 near shore placement	1	1	1	2	2	1	2	2	1	1	13	Y	N	Y

Attachment 2: Alternative Development Screening Table

Final Array of Alternatives Highlighted in Green

Alternative	Alt Name	Management Measure combo	Screening Criteria							
			Complies with CBRA? Y/N	CBRA zone notes/reasoning	Does this solve the problem? Y/N	Real Estate Efficiently Obtainable? Y/N	Objectives Fully: F Partially: P Does not: N	Cost Most: +++ Mid:++ Least: +	Adverse Impacts Y/N	Environmental Impacts Y/N
No Action										
A-1	groin	S-2			N	Y	N	+	Y	Y
A-2	groin + nourishment	S-2, S-7			N	N	P	+	Y	Y
A-3	groin + nourishment + dune	S-2, S-6, S-7, NBF-2			Y	N	F	+	Y	Y
A-4	groin + breakwater + nourishment + dune	S-2, S-3, S-6, S-7, NBF-2			Y	N	F	++	Y	Y
A-5	groin + breakwater	S-2, S-3			N	Y	P	+	Y	Y
A-6	groin + breakwater + nourishment	S-2, S-3, S-7			N	N	P	++	Y	Y
A-7	groin + living breakwater	S-2, NBF-3			N	N	P	++	Y	Y
A-8	groin + living breakwater + nourishment + dune	S-2, NBF-3, S-7, S-6			Y	N	F	++	Y	Y
A-9	breakwater	S-3			N	Y	N	+	Y	Y
A-10	breakwater + nourishment	S-3, S-7			N	N	P	+	Y	Y
A-11	breakwater + nourishment + dune	S-3, S-7, S-6, NBF-2			Y	N	F	+	Y	Y
A-12	revetment									
A-13	revetment	S-4			N	N	N	+	Y	Y
A-14	seawall	S-5			N	N	N	+	Y	Y
A-15	seawall + groin + breakwater + nourishment + dune	S-5, S-2, S-3, S-6, S-7, NBF-2			Y	N	F	+++	Y	Y
A-16	seawall + groin + nourishment	S-5, S-2, S-7			Y	N	P	++	Y	Y
A-17	seawall + groin + nourishment + dune	S-5, S-2, S-7, S-6, NBF-2			Y	N	F	++	Y	Y
A-18	seawall + groin + breakwater	S-5, S-2, S-3			N	N	P	+++	Y	Y
A-19	seawall + groin + breakwater + nourishment	S-5, S-2, S-3, S-7			Y	N	F	+++	Y	Y
A-20	seawall + groin + living breakwater	S-5, S-2, NBF-3			N	N	P	+++	Y	Y
A-21	seawall + groin + living breakwater + nourishment + dune	S-5, S-2, NBF-3, S-7, S-6			Y	N	F	+++	Y	Y
A-22	revetment + groin + breakwater + nourishment + dune	S-4, S-2, S-3, S-7, S-6, NBF-2			Y	N	F	+++	Y	Y
A-23	revetment + groin + nourishment	S-4, S-2, S-7			N	N	P	++	Y	Y
A-24	revetment + groin + nourishment + dune	S-4, S-2, S-7, S-6, NBF-2			Y	N	F	++	Y	Y
A-25	revetment + groin + breakwater	S-4, S-2, S-3			N	N	P	++	Y	Y
A-26	revetment + groin + breakwater + nourishment	S-4, S-2, S-3, S-7			Y	N	F	+++	Y	Y
A-27	revetment + groin + living breakwater	S-4, S-2, NBF-3			N	N	P	++	Y	Y
A-28	revetment + groin + living breakwater + nourishment + dune	S-4, S-2, NBF-3, S-7, S-6, NBF-2			Y	N	F	+++	Y	Y
A-29	Buy outs	NS-4			N	N	N	+++	N	N
A-30	relocations (roads & utilities)	NS-5			N	N	P	+++	N	N
A-31	raise utilities & roads	NS-3			N	Y	P	+++	N	N
A-32	living breakwater	NBF-3			N	Y	N	+	Y	Y



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office



April 1, 2021

Ms. Angela E. Dunn
Chief, Environmental Branch
Department of the Army
Corps of Engineers, Jacksonville District
701 San Marco Boulevard
Jacksonville, FL 32207-8175

Attn: Michael Ornella

Dear Ms. Dunn:

This letter is in response to your request to consult with the U.S. Fish and Wildlife Service (Service) relative the Coastal Barrier Resources Act (CBRA)(16 U.S.C. 3501 et seq.) for the proposed Porpoise Point Coastal Storm Damage Reduction Continuing Authorities Program Section 103 project. We reference receipt of your consultation request that was received via email with an attached letter dated February 5, 2021. The proposed project is located in St. Johns County, Florida, at the southern end of Vilano Beach, within (partially) Unit P05-Conch Island within the John H. Chafee Coastal Barrier Resources System (CBRS).

The proposed action is for the restoration and strengthening of the southern end of Vilano Beach, known as Porpoise Point. The Corps proposes one of four alternatives, which are: 1) groin, nourishment, dune, 2) groin, breakwater, nourishment, dune, 3) breakwater, nourishment, dune, or 4) seawall, groin, nourishment, and dune. One or more of a combination of these alternatives meet the objectives of the proposed project.

The CBRA encourages the conservation of hurricane prone and biologically rich coastal barriers. No new expenditures or financial assistance may be made available under authority of any Federal law for any purpose within the System Units of the CBRS including: construction or purchase of roads, structures, facilities, or related infrastructure, and most projects to prevent the erosion of or otherwise stabilize any inlet, shoreline, or inshore area. The Service views the proposed project as having the intention of preventing the erosion of or otherwise intending to stabilize the inlet, shoreline and inshore area.

We more specifically summarize how the proposed project does not meet all three purposes of CBRA below:

NORTH FLORIDA OFFICE
7915 BAYMEADOWS WAY, #200
JACKSONVILLE, FL 32256
904-731-3336

PANAMA CITY OFFICE
1601 BALBOA AVENUE
PANAMA CITY, FL 32405
850-769-0552

SOUTH FLORIDA OFFICE
1339 20TH STREET
VERO BEACH, FL 32960
772-562-3909

- 1) Minimize the loss of human life-- by providing stability of the system the proposed project is likely to encourage growth and continual restoration or expansion of homes adjacent the CBRS Unit P05 thereby putting further lives at risk;
- 2) Minimize wasteful expenditure of federal revenues--in light of climate change and increasing sea level rise and increased frequency and strength of storm events, sand placement within the CBRS Unit P05 is likely to continue to erode over time and require repeated nourishment events;
- 3) Minimize damage to fish, wildlife, and other natural resources-- The Corps states that “stabilization of the point and protection of resources within the channel” will protect fish, wildlife and other natural resources from erosion and accretion. Coastal species are mostly reliant on natural fluctuations of erosion and accretions when there is space for natural sediment movements to occur. We find that hardening of inlets can be especially damaging to federally and state protected shorebirds such as the piping plover and red knot. Sea turtles can successfully nest on nourished beaches but it is unknown how well they will navigate around the proposed hardened structures. Inlet areas are used at a much lesser degree for sea turtle nesting than open beach shoreline habitat. Sand placement with active management can provide habitat for nesting waterbirds such as least tern and black skimmers but the benefits are not sufficient to override the other limitations associated with this proposed project.

The Service has reviewed the information provided by the Corps, and believes the referenced action/project is located within System Unit P05, but does not meet an exception to the CBRA, nor does it meet the three purposes of the CBRA. The CBRA imposes no restrictions on actions and projects within the CBRS that are carried out with State, local, or private funding. Any response from the Service to a CBRA consultation request is in the form of an opinion only. The Service has not been granted veto power. **The responsibility for complying with the CBRA and the final decision regarding the expenditure of funds for a particular action or project rests with the Federal funding agency.**

This response does not constitute consultation for any project pursuant to section 7 of the Endangered Species Act of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*) or comments afforded by the Fish and Wildlife Coordination Act (48 Stat. 401; 16 U.S.C. 661 *et seq.*); nor does it preclude comment on any forthcoming environmental documents pursuant to the National Environmental Policy Act (83 Stat. 852; 42 U.S.C. 4321 *et seq.*).

Sincerely,



Patty Kelly,
Region 2 & 4 CBRA Coordinator



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

29 September 2020

SUBJECT: Alligator Creek, Flood Risk Management Study, Starke, Florida

Mr. Tim Parsons, Ph.D., SHPO
Division of Historical Resources
State Historic Preservation Officer
500 South Bronough Street
Tallahassee, FL 32399-0250

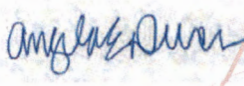
Dear Mr. Parsons:

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program, Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides. A Porpoise Point Feasibility Study Area map is enclosed. Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office.

The Alligator Creek study is focused on formulating alternatives to reduce the flood risk (frequency and magnitude) in the community of Starke. A Porpoise Point Feasibility Study Area map is enclosed. The Corps and the Suwannee River Water Management District, who is the non-Federal sponsor of this Study, recognize that the effects of the proposed Study are unknown at this early stage, and will remain unknown until development of a final array of alternatives during the feasibility phase. Proposed measures may include, but are not limited to, the widening and armoring the channel to increase conveyance, the diversion or detaining of water upstream of the flood-impacted areas, and construction of new levees or berms. During the Study, additional measures may be added or removed, and project locations and dimensions will be specified in the draft integrated NEPA document. Once the alternatives have been finalized and more information is available, the Corps will consult on an area of potential effects with your office.

Pursuant to 36 C.F.R. § 800.3 the Corps is initiating consultation with your office regarding the development of the Alligator Creek feasibility study. If your office has any comments, please respond within 30 days from receipt of this letter. Please contact Mr. Ryan Clark with any additional question or concerns by email at ryan.n.clark@usace.army.mil or by telephone at (904) 232-3634.

Sincerely,



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Angela E. Dunn
Chief, Environmental Branch

Enclosure



**US Army Corps
of Engineers**®
Jacksonville District

Porpoise Point Feasibility Study
Continuing Authorities Program
Section 103

St. Johns County
Florida

- Previously Recorded Submerged Target
- Avoidance Buffer
- ▨ Jetty Footprint
- ▨ Potential Study Area

0 1,000
Feet



Enclosure: Porpoise Point Feasibility Study Area.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8915

Planning and Policy Division
Environmental Branch

29 September 2020

Mr. Kevin Donaldson, Tribal Representative
NAGPRA, Section 106
Miccosukee Tribe of Indians of Florida
P.O. Box 44021
Tamiami Station
Miami, Florida 33144

Re: Porpoise Point Hurricane and Storm Damage Reduction Study, St. Johns County,
Florida

Dear Mr. Donaldson:

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program (CAP), Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides (Figure 1). Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office.

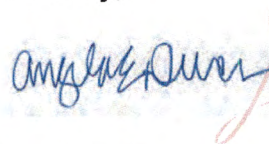
The Porpoise Point Study is focused on formulating alternatives to permanently protect this community from future storm events, prevent further erosion and exposure of residential building foundations and underground utilities, and to prevent the ongoing erosion of Porpoise Point by sand-tightening a portion of the historic timber and stone groin (8SJ5616) at the St. Augustine inlet. The Corps and St. Johns County, who is the non-federal sponsor of this Study, recognize that the effects of the proposed Study are unknown at this early stage, and will remain unknown until development of a final array of alternatives during the feasibility phase. Proposed measures may include, but are not limited to, a rock revetment, coastal groin structures, beach nourishment, beach and dune nourishment, and St. Johns County may acquire properties affected by the inundation. During the Study, additional measures may be added or removed, and Study locations and dimensions will be specified in the draft integrated NEPA document.

The Study area was previously surveyed by Krivor (2009, 2010), and Hall (1998, 2000), and as a result of these surveys, three previously recorded submerged targets were identified in the vicinity of the Study area (Target SA-O2, SA-OS-4 which was re-identified in 2009 as SR 3, and SA-T-5). The Study area also includes the St. Augustine

north groin (8SJ05616)) which was evaluated in 2014 and determined not eligible for listing on the National Register of Historic Places (NRHP) (Reed 2014). Once the alternatives have been finalized and more information is available, the Corps will consult on an area of potential effects (APE) with your office. If these targets fall within the APE, the Corps will maintain the previously consulted on 200-foot avoidance buffers around Target SA-O-2, SR-3/SA-OS-4 and SA-O2 (DHR File No.2010-3936, DHR Project File. No: 2016-3627, DHR File No.2019-3272: 2019-4226, DHR File No. 2019-4226-B), during construction (Figure 1).

Pursuant to 36 C.F.R. § 800.3 the Corps is initiating consultation with your office regarding the development of the Porpoise Point feasibility study. If your office has any comments, please respond within 30 days from receipt of this letter. Please contact Mr. Ryan Clark with any additional question or concerns by email at ryan.n.clark@usace.army.mil or by telephone at (904) 232-3634.

Sincerely,



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Angela E. Dunn
Chief, Environmental Branch

Enclosure



Figure 1. Porpoise Point Feasibility Study Area.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8915

Planning and Policy Division
Environmental Branch

29 September 2020

Corain Lowe-Zepeda
Tribal Historic Preservation Officer
Muscogee (Creek) Nation
P.O. Box 580
Okmulgee, OK 74447

Re: Porpoise Point Hurricane and Storm Damage Reduction Study, St. Johns County,
Florida

Dear Ms. Lowe-Zepeda:

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program (CAP), Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides (Figure 1). Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office.

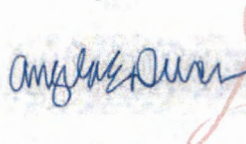
The Porpoise Point Study is focused on formulating alternatives to permanently protect this community from future storm events, prevent further erosion and exposure of residential building foundations and underground utilities, and to prevent the ongoing erosion of Porpoise Point by sand-tightening a portion of the historic timber and stone groin (8SJ5616) at the St. Augustine inlet. The Corps and St. Johns County, who is the non-federal sponsor of this Study, recognize that the effects of the proposed Study are unknown at this early stage, and will remain unknown until development of a final array of alternatives during the feasibility phase. Proposed measures may include, but are not limited to, a rock revetment, coastal groin structures, beach nourishment, beach and dune nourishment, and St. Johns County may acquire properties affected by the inundation. During the Study, additional measures may be added or removed, and Study locations and dimensions will be specified in the draft integrated NEPA document.

The Study area was previously surveyed by Krivor (2009, 2010), and Hall (1998, 2000), and as a result of these surveys, three previously recorded submerged targets were identified in the vicinity of the Study area (Target SA-O2, SA-OS-4 which was re-identified in 2009 as SR 3, and SA-T-5). The Study area also includes the St. Augustine north groin (8SJ05616)) which was evaluated in 2014 and determined not eligible for

listing on the National Register of Historic Places (NRHP) (Reed 2014). Once the alternatives have been finalized and more information is available, the Corps will consult on an area of potential effects (APE) with your office. If these targets fall within the APE, the Corps will maintain the previously consulted on 200-foot avoidance buffers around Target SA-O-2, SR-3/SA-OS-4 and SA-O2 (DHR File No.2010-3936, DHR Project File. No: 2016-3627, DHR File No.2019-3272: 2019-4226, DHR File No. 2019-4226-B), during construction (Figure 1).

Pursuant to 36 C.F.R. § 800.3 the Corps is initiating consultation with your office regarding the development of the Porpoise Point feasibility study. If your office has any comments, please respond within 30 days from receipt of this letter. Please contact Mr. Ryan Clark with any additional question or concerns by email at ryan.n.clark@usace.army.mil or by telephone at (904) 232-3634.

Sincerely,



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Date: 2020.09.29 14:12:54
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Angela E. Dunn
Chief, Environmental Branch

Enclosure



Figure 1. Porpoise Point Feasibility Study Area.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8915

Planning and Policy Division
Environmental Branch

29 September 2020

David Frank
Tribal Historic Preservation Officer
Seminole Nation of Oklahoma
P.O. Box 1498
Wewoka, OK 74884

Re: Porpoise Point Hurricane and Storm Damage Reduction Study, St. Johns
County, Florida

Dear Dr. Frank:

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program (CAP), Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides (Figure 1). Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office.

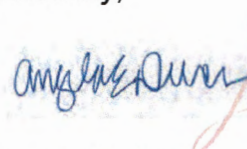
The Porpoise Point Study is focused on formulating alternatives to permanently protect this community from future storm events, prevent further erosion and exposure of residential building foundations and underground utilities, and to prevent the ongoing erosion of Porpoise Point by sand-tightening a portion of the historic timber and stone groin (8SJ5616) at the St. Augustine inlet. The Corps and St. Johns County, who is the non-federal sponsor of this Study, recognize that the effects of the proposed Study are unknown at this early stage, and will remain unknown until development of a final array of alternatives during the feasibility phase. Proposed measures may include, but are not limited to, a rock revetment, coastal groin structures, beach nourishment, beach and dune nourishment, and St. Johns County may acquire properties affected by the inundation. During the Study, additional measures may be added or removed, and Study locations and dimensions will be specified in the draft integrated NEPA document.

The Study area was previously surveyed by Krivor (2009, 2010), and Hall (1998, 2000), and as a result of these surveys, three previously recorded submerged targets were identified in the vicinity of the Study area (Target SA-O2, SA-OS-4 which was re-identified in 2009 as SR 3, and SA-T-5). The Study area also includes the St. Augustine north groin (8SJ05616)) which was evaluated in 2014 and determined not eligible for

listing on the National Register of Historic Places (NRHP) (Reed 2014). Once the alternatives have been finalized and more information is available, the Corps will consult on an area of potential effects (APE) with your office. If these targets fall within the APE, the Corps will maintain the previously consulted on 200-foot avoidance buffers around Target SA-O-2, SR-3/SA-OS-4 and SA-O2 (DHR File No.2010-3936, DHR Project File. No: 2016-3627, DHR File No.2019-3272: 2019-4226, DHR File No. 2019-4226-B), during construction (Figure 1).

Pursuant to 36 C.F.R. § 800.3 the Corps is initiating consultation with your office regarding the development of the Porpoise Point feasibility study. If your office has any comments, please respond within 30 days from receipt of this letter. Please contact Mr. Ryan Clark with any additional question or concerns by email at ryan.n.clark@usace.army.mil or by telephone at (904) 232-3634.

Sincerely,



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Angela E. Dunn
Chief, Environmental Branch

Enclosure



Figure 1. Porpoise Point Feasibility Study Area.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8915

Planning and Policy Division
Environmental Branch

29 September 2020

Paul Backhouse, Ph.D
Tribal Historic Preservation Officer
Seminole Tribe of Florida
Ah Tah Thi Ki Museum
30290 Josie Billie Hwy., PMB 1004
Clewiston, FL 33440

Re: Porpoise Point Hurricane and Storm Damage Reduction Study, St. Johns County,
Florida

Dear Dr. Backhouse:

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program (CAP), Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides (Figure 1). Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office.

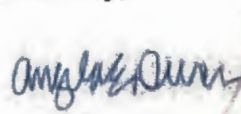
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Pursuant to 36 C.F.R. § 800.3 the Corps is initiating consultation with your office regarding the development of the Porpoise Point feasibility study. If your office has any comments, please respond within 30 days from receipt of this letter. Please contact Mr. Ryan Clark with any additional question or concerns by email at ryan.n.clark@usace.army.mil or by telephone at (904) 232-3634.

Sincerely,



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Angela E. Dunn
Chief, Environmental Branch

Enclosure



Figure 1. Porpoise Point Feasibility Study Area.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8915

Planning and Policy Division
Environmental Branch

29 September 2020

Jane Maylen
Tribal Historic Preservation Officer (Acting)
Thlopthlocco Tribal Town
P.O. Box 188
Okemah, OK 74859

Re: Porpoise Point Hurricane and Storm Damage Reduction Study, St. Johns County,
Florida

Dear Ms. Maylen:

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program (CAP), Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides (Figure 1). Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office.

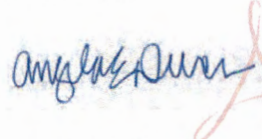
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Pursuant to 36 C.F.R. § 800.3 the Corps is initiating consultation with your office regarding the development of the Porpoise Point feasibility study. If your office has any comments, please respond within 30 days from receipt of this letter. Please contact Mr. Ryan Clark with any additional question or concerns by email at ryan.n.clark@usace.army.mil or by telephone at (904) 232-3634.

Sincerely,



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Date: 2020.09.29 14:11:58
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Angela E. Dunn
Chief, Environmental Branch

Enclosure



Figure 1. Porpoise Point Feasibility Study Area.

From: [Section106](#)
To: [Clark, Ryan N CIV USARMY CESAJ \(USA\)](#)
Subject: [Non-DoD Source] Re: Porpoise Point Consultation Letter
Date: Monday, October 26, 2020 11:27:42 AM

Good morning Mr. Clark,

Thank you for sending the correspondence regarding the proposed Porpoise Point and Storm Damage Reduction Study located in St. Johns County, Florida. St. Johns County is located within the Muscogee (Creek) Nation's historic area of interest and is of importance to us. The Muscogee Nation looks forward to receiving the additional information once alternatives have been finalized and when more information is available. Please feel free to contact me if there are any questions or concerns.

Thank you,

Robin Soweka Jr.

Historic and Cultural Preservation Department | Cultural Resource Specialist
Muscogee (Creek) Nation
P.O. Box 580 | Okmulgee, OK 74447
T 918.732.7726
F 918.758.0649
[Blockedhttp://www.muscogeenation-nsn.gov/](http://www.muscogeenation-nsn.gov/)

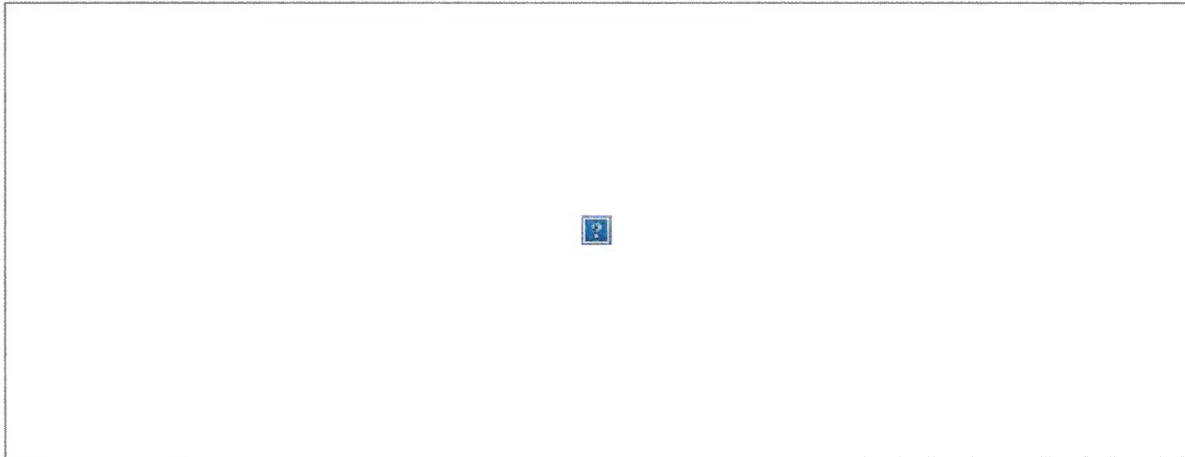
From: Clark, Ryan N CIV USARMY CESAJ (USA) <Ryan.N.Clark@usace.army.mil>
Sent: Wednesday, September 30, 2020 10:21 AM
To: Section106 <Section106@mcn-nsn.gov>
Subject: Porpoise Point Consultation Letter

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program, Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides. A Porpoise Point Feasibility Study Area map is enclosed. Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office. Once the alternatives have been finalized and more information is available, the Corps will consult on an area of potential effects with your office. If your office has any comments, please respond within 30 days from receipt of this letter. Due to the labor restrictions associated with the Covid-19 pandemic, if your office requires a physical copy of the letter, please notify me at your earliest convenience.

Thank you,

Ryan N. Clark, M.A., RPA
Archaeologist
Planning Division, Environmental Branch
USACE, Jacksonville District
701 San Marco Blvd.
Jacksonville, FL 32207
Phone: 9042323634
Email: ryan.n.clark@usace.army.mil

From: [THPO Compliance](#)
To: [Dunn, Angela E CIV USARMY CESAJ \(USA\)](#)
Cc: [Clark, Ryan N CIV USARMY CESAJ \(USA\)](#)
Subject: [Non-DoD Source] Porpoise Point Project, St. Johns County, Florida, Consultation Letter
Date: Tuesday, November 10, 2020 1:34:56 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)



November 10, 2020

Ms. Angela E. Dunn
Chief, Environmental Branch
Planning and Policy Division
Department of the Army
Corps of Engineers, Jacksonville District
701 San Marco Boulevard
Jacksonville, FL 32207-8915

Subject: LETTER OF RECEIPT – Porpoise Point St. Johns County, Florida, Consultation Letter
THPO Compliance Tracking Number: 0032703

In order to expedite the THPO review process:

1. Please correspond via email and provide documents as attachments (a THPO FTP site is available for large files),
2. Please send all emails to THPOCompliance@semtribe.com,
3. Please reference the THPO Compliance Tracking Number if one has been assigned.

Dear Ms. Dunn,

Thank you for contacting the Seminole Tribe of Florida – Tribal Historic Preservation Office (STOF-THPO) Compliance Section. We are in receipt of the correspondence relating to the Porpoise Point Project, St. Johns County, Florida, Consultation Letter

The proposed undertaking does fall within the STOF Area of Interest. Please continue to consult with us as more information becomes available. Thank you and feel free to contact us with any questions or concerns.

Respectfully,



Bradley M. Mueller, MA, Compliance Supervisor
STOF-THPO, Compliance Review Section
30290 Josie Billie Hwy, PMB 1004
Clewiston, FL 33440
Office: 863-983-6549 ext 12245
Fax: 863-902-1117
Email: bradleymueller@semtribe.com

From: Clark, Ryan N CIV USARMY CESAJ (USA) <Ryan.N.Clark@usace.army.mil>
Sent: Wednesday, September 30, 2020 11:21 AM
To: THPO Compliance <THPOCompliance@semtribe.com>; Bradley Mueller <bradleymueller@semtribe.com>
Subject: Porpoise Point Consultation Letter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The U.S. Army Corps of Engineers (Corps) is beginning to prepare an integrated Feasibility Report and National Environmental Policy Act (NEPA) document for the Porpoise Point, Hurricane and Storm Damage Reduction Study, Continuing Authorities Program, Section 103 (Study). Porpoise Point, a waterfront community bounded by the Intracoastal Waterway, St. Augustine Inlet and the Atlantic Ocean has seen significant damage and erosion to the shoreline due to hurricanes and increasing king tides. A Porpoise Point Feasibility Study Area map is enclosed. Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations (36 C.F.R. § 800), the Corps has determined that the Study constitutes an undertaking as defined in 36 C.F.R. § 800.16(y) and is initiating consultation with your office. Once the alternatives have been finalized and more information is available, the Corps will consult on an area of potential effects with your office. If your office has any comments, please respond within 30 days from receipt of this letter. Due to the labor restrictions associated with the Covid-19 pandemic, if your office requires a physical copy of the letter, please notify me at your earliest convenience.

Thank you,

Ryan N. Clark, M.A., RPA
Archaeologist
Planning Division, Environmental Branch
USACE, Jacksonville District
701 San Marco Blvd.
Jacksonville, FL 32207
Phone: 9042323634
Email: ryan.n.clark@usace.army.mil