

RESOLUTION NO. 2024 - 382

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACTS WITH OLSEN ASSOCIATES, INC UNDER RFQ 19-51; PONTE VEDRA BEACH MANAGEMENT PROJECT DEVELOPMENT, DESIGN, AND PERMITTING – PHASE I; RFQ 22-01; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES; RFQ 23-42; ENGINEERING SERVICES FOR FEMA CAT B EMERGENCY BERMS; AND RFQ 23-47; BEACH MANGEMENT PLANS TO FOTH INFRASTRUCTURE & ENVIRONMENT, LLC.

RECITALS

WHEREAS, Olsen Associates, Inc. was awarded contracts under 19-51 Ponte Vedra Beach Management Project Development, Design, and Permitting - Phase I, RFQ 22-01 Continuing Contracts for As Needed Professional Services, RFQ 23-42 Engineering Services for FEMA Cat B Emergency Berms, and RFQ 23-47 Beach Management Plan; and

WHEREAS, the County was notified that Olsen Associates, Inc. was acquired through an asset purchase by Foth Infrastructure & Environment, LLC on July 19, 2024, and while Olsen Associates, Inc. has been operating under the Olsen Associates, Inc. name since the effective date of each contract, they are now requesting their four contracts be assigned to Foth Infrastructure & Environment, LLC; and

WHEREAS, the assignment shall be governed by the terms and conditions of the four contracts awarded to Olsen Associates, Inc. under RFQ 19-51 Ponte Vedra Beach Management Project Development, Design, and Permitting - Phase I, RFQ 22-01 Continuing Contracts for As Needed Professional Services, RFQ 23-47 Beach Management Plan, and RFQ 23-42 Engineering Services for FEMA Cat B Emergency Berms; and

WHEREAS, the four contracts are being funded by the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into contract to complete the work detailed in each of the four contracts serves a public purpose.

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 assign the four contracts with Olsen Associates, Inc., under RFQ 19-51, RFQ 22-01, RFQ 23-42, and RFQ 23-47 to Foth Infrastructure & Environment, LLC.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as the attached draft for the completion of the projects as specifically provided in RFQ 19-51, RFQ 22-01, RFQ 23-42, and RFQ 23-47.

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 17th day of September, 2024.

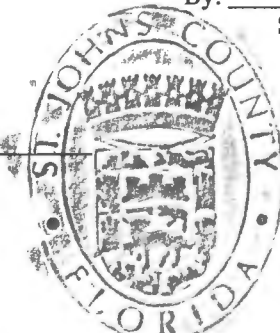
Rendition Date SEP 17 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk



CONSENT TO ASSIGNMENT

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

RFQ 22-01 Continuing Contracts for As Needed Professional Services - Coastal Engineering
Master Contract No: 22-PSA-OLS-16059

RFQ 23-42 Engineering Services for FEMA Cat B Emergency Berms
Master Contract No: 23-PSA-OLS-18021

RFQ 23-47 Beach Management Plan
Master Contract No: 24-PSA-OLS-19617

This Consent to Assignment Agreement (Agreement) is entered into as of this _____ day of _____, 2024, by and between St. Johns County (County), a political subdivision of the State of Florida and **Foth Infrastructure & Environment, LLC**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in Master Contract No: 19-MAS-OLS-11278, dated October 25, 2019, Master Contract No: 22-PSA-OLS-16059, dated April 19, 2022, Master Contract No: 23-PSA-OLS-18021, dated April 25, 2023, and Master Contract No: 24-PSA-OLS-19617, dated April 24, 2024.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, any obligations under Master Contract No: 19-MAS-OLS-11278, Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 17 of Master Contract No: 19-MAS-OLS-11278, and Article 14 of Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, a letter dated July 18, 2024 was received, wherein Contractor provided its written request to the assignment of all its rights, interests, and obligations in Master Contract No: 19-MAS-OLS-11278, Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617, to the Assignee (see Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 17 of Master Contract No: 19-MAS-OLS-11278, and Article 14 of Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract No: 19-MAS-OLS-11278, Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617, to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract No: 19-MAS-OLS-11278, Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617.
2. Incorporation of Terms and Conditions. Master Contract No: 19-MAS-OLS-11278, Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617 is hereby incorporated

into and made part of these four Agreements. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provisions contained in Master Contract No: 19-MAS-OLS-11278, Master Contract No: 22-PSA-OLS-16059, Master Contract No: 23-PSA-OLS-18021, and Master Contract No: 24-PSA-OLS-19617 shall remain in full force and effect.

3. Effectiveness. This Assignment Agreement shall be effective as of the date first set for the above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the dates first set forth below.

COUNTY:

St. Johns County, FL
County Name

Signature by County Representative

Jaime T. Locklear
Printed Name – County Representative

Purchasing Director
Printed Title – County Representative

Date of Signature

ASSIGNEE:

Foth Infrastructure & Environment, LLC,
Company Name

Signature by Assignee Representative

Printed Name Assignee Representative

Printed Title – Assignee Representative

Date of Signature

LEGALLY SUFFICIENT:

Office of County Attorney

Date of Execution

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

Deputy Clerk

Date of Execution



2618 Herschel Street
Jacksonville, FL 32204
(904) 387-6114
foth.com

July 18, 2024

St. Johns County, FL
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jamie Locklear

Sloane Stephens / Stephen Hammond
3171 Coastal Highway
St. Augustine, FL 32084

Re: Assignment Letter

Dear Ms. Locklear, Ms. Stephens, and Mr. Hammond,

As I discussed with Sloane and Stephen last week, Foth Infrastructure & Environment, LLC ("Foth") is very pleased to confirm that effective July 19, 2024, we will be purchasing the assets of Olsen Associates Inc. ("Olsen"), and accordingly, the staff of Olsen will be joining Foth.

We believe that this transaction will result in the ability to offer a broader portfolio of resources to serve the mutual clients of both companies. However, we also know that you have developed deep relationships with your current team and personnel at Olsen, and we value those relationships. We assure you that our intent is to support those existing relationships and support your Olsen team. The people you have come to know and work with at Olsen will be the same people you will work with and will remain intact to continue serving you.

Some of the mechanics. Contracts held by Olsen will be assigned to Foth Infrastructure & Environment, LLC, which will assume all responsibilities under these contracts. Except for the substitution of Foth Infrastructure & Environment, LLC, the terms and conditions of your contracts will remain the same. Any insurance requirements will be transitioned to Foth and will be evidenced by a new certificate of insurance issued automatically to your project designee. We remain committed to providing the quality and service you have always received in the past. As noted earlier, there are no anticipated changes with regard to specific personnel working with you as a result of this transaction.

We are respectfully requesting your written assent to this assignment. Accordingly, we would request that you have an authorized representative sign the enclosed Acknowledgement and return via mail at the address noted on the return envelope enclosed or via e-mail at the e-mail address noted on the bottom of the Acknowledgement at your earliest opportunity but no later than August 16, 2024. If your company requires a different assignment process, please respond with how to proceed. Additionally, if you have any questions regarding the assignment or any contractual questions please reach out to Carrie Voskuil at 920-496-6725 or Carrie.Voskuil@Foth.com.

BILL OF SALE AND ASSIGNMENT

OLSEN ASSOCIATES, INC., a Florida corporation ("Grantor"), hereby sells, conveys, assigns, transfers, grants, and delivers to **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, a Wisconsin limited liability company ("Grantee"), the assets and property described below under the terms and conditions of this Bill of Sale and Assignment (this "Bill of Sale"). Capitalized terms used and not specifically defined in this Bill of Sale have the meaning ascribed to that term in the Asset Purchase Agreement, dated July 11, 2024, to which Grantor, Grantee, Kevin Bodge, PhD, PE, Albert Browder, PhD, PE and Christopher Creed, PE are parties (the "Purchase Agreement").

1. Transfer of Purchased Assets. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to and as contemplated by the Purchase Agreement, Grantor hereby sells, conveys, assigns, transfers, grants and delivers to Grantee all of Grantor's right, title, and interest in, to, and under all of the Purchased Assets (as defined in the Purchase Agreement), free and clear of all claims, liens, and encumbrances except as otherwise expressly permitted by the terms of the Purchase Agreement.

2. Warranty and Further Actions. Grantor covenants and agrees to warrant and defend the sale, conveyance, assignment, transfer, grant, and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Grantee's title to the Purchased Assets and, at the request of Grantee, to execute and deliver further instruments of transfer and assignment and take such other action as Grantee may reasonably request to more effectively transfer and assign to and vest in Grantee each of the Purchased Assets, all at the sole expense of Grantor.

3. Power of Attorney. Grantor hereby constitutes and appoints Grantee as its true and lawful agent and attorney-in-fact of Grantor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Grantor and on behalf and for the benefit of Grantee and its successors and assigns, from time to time, to transfer the Purchased Assets to Grantor. Grantor hereby declaring that the foregoing powers are coupled with an interest and are irrevocable by Grantor; provided, however, each such power and Grantee's grant hereunder shall: (i) be limited solely and exclusively to those matters contemplated by the Purchase Agreement and this Bill of Sale for the sole and exclusive purpose of securing Grantee's title to the Purchased Assets; and (ii) such powers shall automatically terminate, without more, when Grantee has general title to the Purchased Assets in accord with the Purchase Agreement and this Bill of Sale.

4. The Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Grantor's representations, warranties, covenants, agreements, and indemnities relating to the Purchased Assets, are incorporated herein by this reference; subject, however, to all limitations expressly set forth in the Purchase Agreement regarding the same. Grantor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but rather shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall govern.


5. Authority. The undersigned individual executing and delivering this Bill of Sale on behalf Grantor represents and warrants that he has all necessary power and authority to execute and deliver this Bill of Sale on behalf of Grantor and bind Grantor to this Bill of Sale.

6. Binding Effect. This Bill of Sale is binding upon Grantor and its shareholders, directors, officers, successors, assigns, and legal representatives and inures for the benefit of Grantee and its members, managers, officers, successors, assigns, and legal representatives.

7. Governing Law. This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws principles.

Dated this 19th day of July, 2024, to be effective as of 11:59 pm on the 19th day of July, 2024.

GRANTOR:
Olson Associates, Inc.

DocuSigned by:

48DDCEF0DC13478...

By: Kevin Bodge, PhD, PE
Its: President

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Foth Infrastructure & Environment, LLC (wholly owned subsidiary of Foth & Van Dyke, LLC)
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see Instructions) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	5	Address (number, street, and apt. or suite no.). See instructions. 2121 Innovation Court
	6	City, state, and ZIP code De Pere, WI 54115
	7	List account number(s) here (optional)
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []
OR
Employer identification number
2 0 - 5 8 1 4 2 0 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Denise Martin</i>	Date 4/1/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(f)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-9 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



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

This Contract Agreement, ("Agreement") is made as of this 24th day of October 2019, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Olsen Associates, Inc**, ("Consultant"), authorized to do business in the State of Florida, whose principal offices are located at 2618 Herschel St., Jacksonville, FL 32204; Phone: (904) 387-6114; Fax: (904) 384-7368; Email: abrowder@olsen-associates.com.

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

ARTICLE 1 – DURATION and EXTENSION

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

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

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

ARTICLE 3 - SERVICES

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

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

ARTICLE 4 – SCHEDULE

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

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

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

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

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

St. Johns County Public Works Department
Attn: Damon Douglas
2750 Industry Center Road
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

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

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

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

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

ARTICLE 10 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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

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

ARTICLE 11 – SUBCONTRACTING

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

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

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

ARTICLE 12 – E-VERIFY

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

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

ARTICLE 13 – FEDERAL AND STATE TAX

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

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

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

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

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

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

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

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

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

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

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

ARTICLE 16 - INDEMNIFICATION

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

ARTICLE 17 – SUCCESSORS AND ASSIGNS

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

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

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

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

ARTICLE 21 – EXCUSABLE DELAYS

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

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

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

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

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 23 – INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

ARTICLE 25 – ACCESS AND AUDITS

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

ARTICLE 26 – NONDISCRIMINATION

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

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

ARTICLE 28 – ENFORCEMENT COSTS

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

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE 30 – AUTHORITY TO PRACTICE

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

ARTICLE 31 – SEVERABILITY

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

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 33 – FLORIDA LAW & VENUE

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

ARTICLE 34 – ARBITRATION

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

ARTICLE 35 - NOTICES

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

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

and if sent to the Consultant shall be mailed to:

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

ARTICLE 36 - HEADINGS

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

ARTICLE 37 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

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

ARTICLE 39 – SURVIVAL

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

Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

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

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

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

ST. JOHNS COUNTY, FL:

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

Purchasing Manager
Title of County Representative

Jaime T. Locklear
Signature County Representative

10/24/19
Date of Execution

CONSULTANT:

Olsen Associates, Inc.
Company Name

AER
Signature of Consultant Representative

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

23 October 2019
Date of Execution

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

Crystal Smith
Deputy Clerk

10/24/19
Date of Execution

ST JOHNS COUNTY

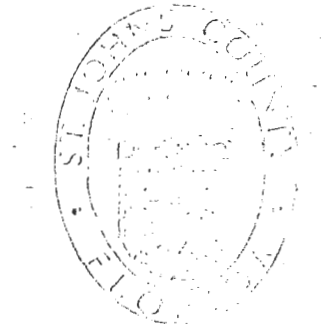
OCT 24 '19

PURCHASING

LEGALLY SUFFICIENT

Al C. Lewis
Deputy County Attorney

10-28-19
Date of Execution



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

EXHIBIT "A"

Request for Qualifications & Issued Addenda
(Separate attachment)

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

EXHIBIT "B"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT PROVISIONS

1. Equal Employment Opportunity.

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

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

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

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

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

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

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- d. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

4. Compliance with Clean Air Act.

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

5. Compliance with Federal Water Pollution Control Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- b. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment

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

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

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

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

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

documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

8. Procurement of Recovered Materials.

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

9. DHS Seal, Logo, and Flags.

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

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

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

11. No Obligation by Federal Government.

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

12. Fraud and False or Fraudulent or Related Acts.

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

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

EXHIBIT "C"

CONSULTANT'S PROPOSAL

MEMORANDUM



Date: 07 October 2019

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

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

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

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

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

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

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

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES

FOR

Ponte Vedra Beach Management Project

St. Johns County, FL

Project Formulation, Design, Permitting Services, and Construction Documents

07 October 2019

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

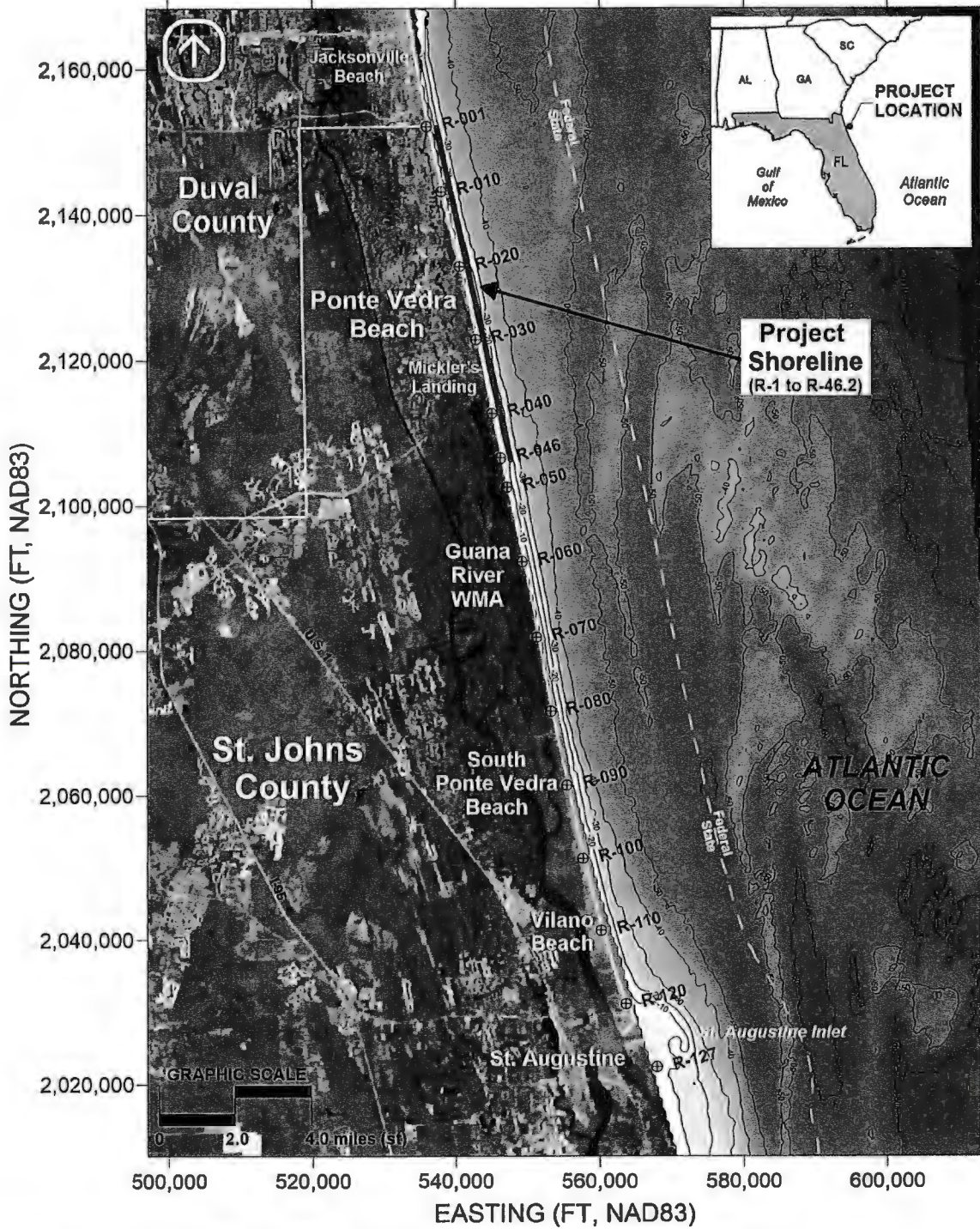


Figure 1 Location Map – Ponte Vedra Beach, FL, Atlantic Ocean shoreline.

General Work Plan

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

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

Conditions to this Proposal

- 1) This Proposal includes tasks related to the phased data collection, plan development, permit-level design and permitting, final design, and preparation of plans and specifications for a dredge-based beach and dune improvement project along some or all of the northern St. Johns County Atlantic Ocean shoreline between the St. Johns-Duval County Line at FDEP R-1 to the northern ocean boundary of the Guana River Wildlife Management Area (R-46.2, approx.).
- 2) This Proposal and Scope-of-Work does not include any tasks to produce rock/reef/hardbottom impact assessments or to develop or design mitigation requirements or mitigations plans for any possible project related impacts to such. At this time no such resources are known to exist within or adjacent to the anticipated project beach fill and borrow areas. Should such efforts be required, as a result of discovery during surveys described herein or as the result of regulatory agency review and stipulation, such efforts will necessitate additional scope and budget for Olsen Associates, Inc., to assist the County in this regard.

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

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

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

Compensation

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

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

Task 1.0 – Engineering Project Formulation

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

1.1 Physical Data Collection

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

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

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

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

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

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

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

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

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

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

Task 2.0 – Borrow Area Development

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

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

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

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

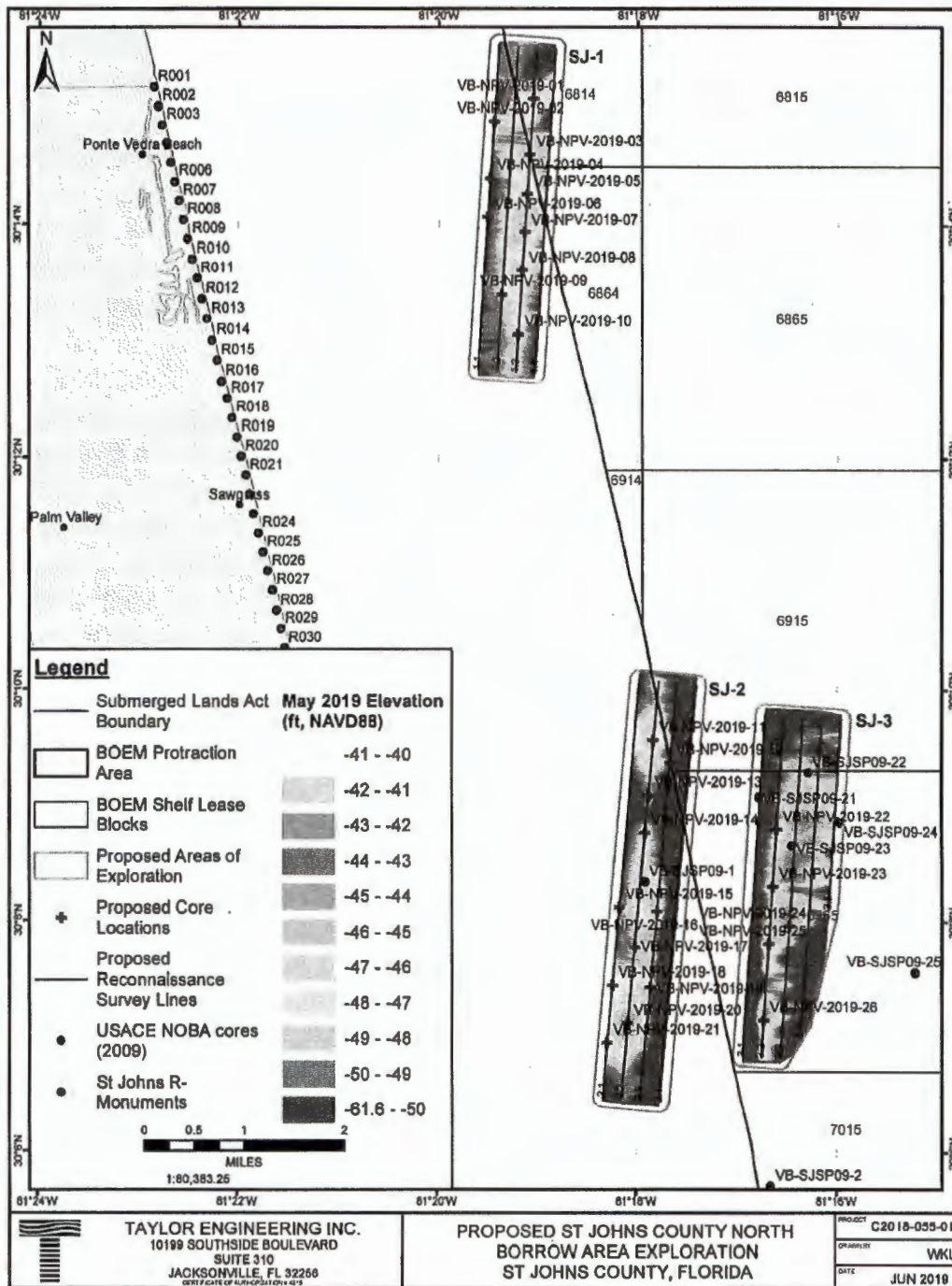


Figure 2 Location of borrow areas previously investigated and partially developed by Taylor Engineering, Inc. (2019 cores), and the USACE (SJSP cores). Note the locations of these areas straddles the 3-mile State/Federal Waters boundary (Taylor Engr, 2019, in prep.).

2.2 Physical Data Collection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 3.0 - Environmental Documentation

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

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

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

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

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

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

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

Task 4.0 – Preparation of Permit Application Documents

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

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

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

The RAI responses described herein are limited to providing brief additional analyses and clarifying descriptions based upon the information contained in the permit application package and data already collected and in-hand. Regulatory

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

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

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

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

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

Task 5.0 – Benefits Analysis

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

- 5.1 Scoping Analysis – The Consultant and the team’s qualified economics subconsultant shall meet with the County project manager and legal team, as desired, to develop an outline and scope of work to formulate the schedule of benefits to be utilized in the development of a Municipal Services Benefit Unit (MSBU), Municipal Services Taxing Unit (MSTU), or a hybrid of the two. One goal of the scoping meeting shall be to establish the sufficiency of the benefits analysis to meet the legal requirements of the County and its attorney responsible for the oversight of the taxing district(s).
- 5.2 Tax District Model - In collaboration with the County, the Consultant and the team’s qualified economics subconsultant shall develop a model of a project funding district, in the mode of either a Municipal Services Taxing Unit (MSTU) or a Municipal Services Benefit Unit (MSBU). The MSTU or MSBU would be created to assess the local property owners in paying for some or all portions of the project construction, engineering, and permitting costs (including post-construction monitoring). The model funding district shall identify the boundaries, and thus beneficiaries, of the district to be assessed, and shall identify the expected assessment schedule for a given project value. The project value shall be determined in consultation with the County. The County shall provide Consultant with an electronic spreadsheet of the latest County tax roll for the area of interest.
- 5.3 Public Outreach Meetings – The Consultant and economic subconsultant shall participate in up to two (2) public information meetings in St. Johns County related to the establishment of a taxing district.

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

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

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

Task 6.0 – Post-Permit Application Tasks

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 Contract Documents: Design Plans and Specifications. The Consultant shall prepare a set of Plans and Specifications suitable to utilize in conjunction with the County's standard contract documents to produce a Project Manual for bidding purposes by the County. These Plans and Specifications shall include Technical Instructions and Provisions, Environmental Protection Requirements, and Construction Plans for the project beach

and borrow area consistent with the requirements of FDEP, USACE, and BOEM. Consultant shall review County-prepared Bid Forms and Schedules, General and Supplemental Contract Conditions, Cost Schedules and Bond Forms for consistency with the proposed dredging project and other components of the Project Manual. Construction plans shall include, but not be limited to, the project aerials, bathymetric charts, geotechnical information, profile cross-sections, dune/beach fill construction templates, borrow area layout and cross-sections, and other information required by a qualified Contractor to complete the work. Consultant shall provide County with reproducible electronic files in PDF format of the final plans. The Consultant shall also provide a listing of proposed revisions (if necessary) to the County Standard Agreement if such revisions are required to complete the Project Manual. The collection of documents shall constitute the Project Manual.

The Consultant shall prepare a draft copy of the Project Manual for review by the County Public Works and Purchasing Departments. The Consultant shall make up to two rounds of reasonable revisions requested by the County and shall provide the Project Manual document(s) in electronic format suitable for publication for electronic solicitation of bids (e.g. via DemandStar, PublicPurchase, etc.). The Consultant shall be available to assist the County with final QA/QC review of the Project Manual/Specifications prior to bid.

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

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

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

Deliverable Schedule Summary – Phase I & Phase II

PHASE I		
Task	Description	Estimated Schedule*
1.1	Beach profile survey Beach magnetometer survey	1-4 months from County NTP, weather dependent
1.2	Engineering analyses and plan recommendation	Within 5 months from County NTP
1.3	Public workshops and meetings	To be scheduled by County
2.1	BOEM Geophysical / Geotechnical exploration permit applications	Application submittal 1 month from County NTP
2.2.1 – 2.2.2	Geophysical Data Collection	1-4 months from receipt of BOEM G&G permits, weather dependent
2.2.3	Geological Data Collection	1-3 months from acquisition of geophysical data (subtask 2.2.1 and 2,2.2), weather dependent
2.2.4	Existing beach sediment characterization	1-4 months from County NTP, weather dependent
2.3	Borrow area/corridor seabed verification dives, report	3 months from receipt of geophysical data, weather dependent
2.4	Borrow area report	3 months from receipt of all Task 2.0 data
3.1	Biological Assessment	2 months from approval of recommended plan
3.2	Environmental Assessment	3 months from approval of recommended plan
4.1	FDEP/USACE permit application	2-3 months from approval of recommended plan
4.2	BOEM lease application	3 months from approval of recommended plan
5.1 – 5.2	Benefits analysis and tax model	4 months from approval of recommended plan
5.3	Public outreach meetings for tax model	To be scheduled by County
PHASE II (Authorization Withheld)		
Task	Description	Estimated Schedule
6.1.1 – 6.1.2	ECL/BLA Surveys, Meetings	To be determined by FDEP and permitting progress, survey scheduled after 1 st FDEP RAI is received.
6.2	Assistance with Notices and Easements	Subject to County scheduling
7.1	Beach profile survey/aerial imagery	2-3 months from County authorization, weather dependent
7.2	Plans and specifications	4-5 months from County authorization.

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

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

ATTACHMENT #1 – TERMS OF COMPENSATION

FOR

SCOPE-OF-WORK: COASTAL ENGINEERING SERVICES

Ponte Vedra Beach Management Project

St. Johns County, FL

Project Formulation, Design, Permitting Services, and Construction Documents

07 October 2019

1.0 Specific Terms

1.1 For this Proposal #2019-01, compensation shall be payable on a Lump Sum basis. For **Phase I** services, the Consultant shall receive compensation in the Lump-Sum amount of **\$ Nine Hundred Twenty Two Thousand Three Hundred Dollars (\$922,300 – Phase I)**, including allowance-funded services, if authorized by the County, for rendering all of the identified goods and services as indicated in this Scope of Work and “Proposal #2019-01: Fee Schedule PHASE I.” Pending future authorization by the County for **Phase II** services, the Consultant shall receive compensation in the Lump-Sum amount of **\$ One Hundred Ninety Four Thousand Dollars (\$194,000 – Phase II)**, including allowance-funded services, if authorized by the County, for rendering all of the identified goods and services as indicated in this Scope of Work and “Proposal #2019-01: Fee Schedule PHASE II.” The Consultant shall submit to the County invoices for the fees for those Services rendered. The Consultant shall submit one monthly invoice for all Services performed during invoiced month. The County will make payment in accordance with the Florida Prompt Payment Act upon receipt of a proper invoice.

1.2 Fee Schedule – The specific fees associated with rendering the identified goods and services of each subtask of this Contract, Phase I and Phase II, are provided in the attached table “Proposal #2019-01: Fee Schedule.” These lump sum fees include all travel and direct costs associated with the work described in the Proposal.

2.0 General Terms

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

2.2 Invoices shall reference the applicable Contract Number.

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

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

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

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

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

Attachment 1
OAI Proposal #2019-01

Ponte Vedra Beach Management Project (RFQ No. 19-51)		7-Oct-19
Proposal #2019-01		
	PHASE I	\$ 922,300.00
	PHASE II (authorization withheld)	\$ 194,000.00
Fee Schedule	TOTAL	\$ 1,116,300.00
PHASE I (Tasks 1-5)		
Task 1.0	Engineering Project Formulation	
	Subtask Description	Fee (\$)
	1.1.1 Beach profile surveys	\$ 26,600.00
	1.1.2 BEACH CRAS Mag Survey	\$ 14,400.00
	1.2.1 Analysis of background erosion rates	\$ 27,300.00
	1.2.2 Storm recession modeling	\$ 34,900.00
	1.2.3 Formulation of plan alternatives and project recommendation	\$ 44,200.00
	1.3 Public Workshops/Meetings	\$ 16,500.00
	Task 1.0 SUBTOTAL	\$ 163,900.00
Task 2.0	Borrow Area Development	
	Subtask Description	Fee (\$)
	2.1 BOEM Geophysical/Geological Prospecting permits	\$ 13,400.00
	2.2.1 Multibeam bathymetric survey - borrow area (~2 sq. miles)	\$ 24,200.00
	2.2.2 Permit-level geophysics survey/cultural resources evaluation	\$ 144,800.00
	2.2.3 Sediment Vibracore Collection (40 cores)	\$ 167,800.00
	2.2.4 Characterization of Existing Beach Sediments	\$ 25,600.00
	2.3 Borrow Area/Pipeline Corridor SS Verification Dives & Benthic Sample Collection	\$ 50,700.00
	2.4 Borrow Area Report preparation	\$ 55,200.00
	Task 2.0 SUBTOTAL	\$ 481,700.00
Task 3.0	Environmental Documentation	
	Subtask Description	Fee (\$)
	3.1 Biological Assessment (BA)	\$ 39,100.00
	3.2 Environmental Assessment (EA)	\$ 53,200.00
	Task 3.0 SUBTOTAL	\$ 92,300.00
Task 4.0	Permit Application Preparation and Submittal	
	Subtask Description	Fee (\$)
	4.1 Permit application documents/RAI responses	\$ 104,200.00
	4.2 BOEM lease application and negotiation	\$ 14,600.00
	Task 4.0 SUBTOTAL	\$ 118,800.00
Task 5.0	Benefits Analysis	
	5.1 Scoping Analysis For Benefits Determination Strategy	\$ 13,200.00
	5.2 Development of taxing district model (MSBU/MSTU)	\$ 39,600.00
	5.3 Public outreach meetings	\$ 12,800.00
	Task 5.0 SUBTOTAL	\$ 65,600.00
PHASE II (Tasks 6-7, Authorization Withheld)		
Task 6.0	ECL Boundary Line Agreements/Notices and Easements Assistance	
	Subtask Description	Fee (\$)
	6.1.1 ECL survey/Public Mtg_Hearing/Cnty Assistance (~1.0 miles)	\$ 27,300.00
	6.1.2 MHW Boundary survey/Public Mtg_Hearing/Cnty Assistance (up to ~7.9 miles)	\$ 23,800.00
	6.2 Notices and Easements	\$ 5,400.00
	Task 6.0 SUBTOTAL	\$ 56,500.00
Task 7.0	Final Design Survey, Final Design, and Plans and Specifications	
	Subtask Description	Fee (\$)
	7.0 Final Design Survey, Final Design, and Plans and Specifications/Bid Documents	\$ 137,500.00
	Task 7.0 SUBTOTAL	\$ 137,500.00

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

Task 1 - PHASE I ENGINEERING PROJECT FORMULATION							Subtotal \$ 163,900.00				
DIRECT LABOR							OUTSIDE SVCS/SUB-CONTRACTORS				
LABOR CATEGORY	1.1.1/1.1.2 DATA ASSEMBLY	1.2.1 ENGR. /DESIGN	1.2.2 SBEACH ANALYSIS	1.2.3 ALT. DEV/ RECO	1.3a workshops	1.3a PUBLIC MEETINGS	TOTAL HOURS	RATE	EST. COST	SERVICE	COST
Principal	4	24	24	80	24	36	192	\$ 209	\$ 40,128.00	beach profile survey (Arc)	\$ 24,480.00
Senior Engineer		8	16				24	\$ 154	\$ 3,696.00	Beach mag survey (Arc)	\$ 3,600.00
Coastal Engineer III	12	56	40	56	4	8	176	\$ 111	\$ 19,536.00	Beach mag archaeo (T.A.R.)	\$ 8,682.00
Coastal Engineer II							0	\$ 99	\$ -		\$ -
Coastal Engineer I	12	160	240	200	16	5	633	\$ 93	\$ 58,869.00		\$ -
Draftsman/Designer (CADD)	7			16	8		31	\$ 81	\$ 2,511.00		\$ -
Administrative Assistant	4		8	16			28	\$ 85	\$ 2,380.00		\$ -
SUBTOTAL DIRECT LABOR									\$ 127,120.00	Subcontract Costs	\$ 36,762.00

*inc. assistance with presentation prep/attend/participate

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

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

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

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

Task 6 - PHASE II POST-PERMIT APPLICATION TASKS											Subtotal \$ 56,500.00	
DIRECT LABOR											OUTSIDE SVCS/SUB-CONTRACTORS	
LABOR CATEGORY			6.1.1 ECL / MEETING / ASST	6.1.2 BLA / MEETING / ASST	6.2 NOTICES & ESMTS			TOTAL HOURS	RATE	EST. COST	SERVICE	COST
Principal			40	24	8			72	\$ 209	\$ 15,048.00	ECL Survey/Maps (Arc)	\$ 10,900.00
Senior Engineer								0	\$ 154	\$ -	BLA MHWL Survey/Maps (Arc)	\$ 11,730.00
Coastal Engineer III			24	16				40	\$ 111	\$ 4,440.00		
Coastal Engineer II								0	\$ 99	\$ -		
Coastal Engineer I			40	40	24			104	\$ 93	\$ 9,672.00		\$ -
Draftsman/Designer (CADD)			16	15	14			45	\$ 81	\$ 3,645.00		\$ -
Administrative Assistant			4	4	4			12	\$ 85	\$ 1,020.00		\$ -
SUBTOTAL DIRECT LABOR										\$ 33,825.00	Subcontract Costs	\$ 22,630.00
Task 7 - PHASE II FINAL DESIGN SURVEY, FINAL DESIGN, PLANS AND SPECIFICATIONS											Subtotal \$ 137,500.00	
DIRECT LABOR											OUTSIDE SVCS/SUB-CONTRACTORS	
LABOR CATEGORY	7.0 PLANS & SPECS							TOTAL HOURS	RATE	EST. COST	SERVICE	COST
Principal	120							120	\$ 209	\$ 25,080.00	beach profile survey (Arc)	\$ 24,480.00
Senior Engineer	80							80	\$ 154	\$ 12,320.00	Digital aerials (Kucera)	\$ 12,000.00
Coastal Engineer III	160							160	\$ 111	\$ 17,760.00		\$ -
Coastal Engineer II	80							80	\$ 99	\$ 7,920.00		\$ -
Coastal Engineer I	280							280	\$ 93	\$ 26,040.00		\$ -
Draftsman/Designer (CADD)	80							80	\$ 81	\$ 6,480.00		\$ -
Administrative Assistant	64							64	\$ 85	\$ 5,440.00		\$ -
SUBTOTAL DIRECT LABOR										\$ 101,040.00	Subcontract Costs	\$ 36,480.00

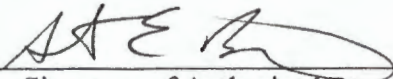
Olsen Associates, Inc.		
2019-2020 Billing Rates & Key Personnel		
Position	Name	\$ rate/hr
Principal	Albert E. Browder, Ph.D., P.E.	\$ 209
Principal	Christopher G. Creed, P.E.	\$ 209
Principal	Kevin R. Bodge, Ph.D., P.E.	\$ 209
Principal Technical Advisor	Erik J. Olsen, P.E.	\$ 209
Senior Engineer	Steven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

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

ACCEPTANCE OF NOTICE OF AWARD

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

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

By: 
Signature of Authorized Representative

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

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

ST JOHN'S COUNTY
OCT 24 '19
PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

October 30, 2019

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

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

Dear Mr. Browder:

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

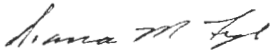
Damon Douglas will be your contact person and his contact information is listed below.

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

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

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department


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

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

Diana Fye

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

Hello Ms. Vongchanta,

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

Regards

Al Browder

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

olsen associates, inc.

2618 Herschel St.

Jacksonville, FL 32204

904.387.6114 x 315

904.384.7368 FAX

www.olsen-associates.com

abrowder@olsen-associates.com

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

Good Afternoon Mr. Browder,

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

An original copy was also mailed to you via USPS.

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

Shelly T. Vongchanta

Buyer | Purchasing Division

St Johns County Board of County Commissioners

500 San Sebastian View

St. Augustine, FL 32084

(904) 209-0166

(904) 209-0167 Fax

svongchanta@sjcfl.us

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Shelly Vongchanta

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

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

Thank you!!!

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

Yes ma'am.

Thank you, it was the RFA for Cubix.

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

Shelly,

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

Thanks,
Jaime

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

V/R,

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

Diana Fye

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

Good morning, Damon,

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

Best,

Chris

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

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

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

Thank you,

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

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

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

Hello Diana,

E-mail received, thanks.

Al Browder

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

Good Afternoon, Mr. Browder.

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

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

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

Thank you.

Regards,

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

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St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

October 16, 2019

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

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

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

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

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

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

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

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

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

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


Leigh Daniels, CPPB
Procurement Supervisor

Date: 10/16/19

ACCEPTANCE OF NOTICE OF AWARD

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

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

By: _____
Signature of Authorized Representative

Name: _____
(Please Type or Print)

Title: _____
(Please Type or Print)

Diana Fye

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

Good Afternoon, Mr. Browder.

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

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

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

Thank you.

Regards,

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

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 22-PSA-OLS-16059

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This Professional Services Agreement (hereafter "Agreement") is made this 19th day of April, 2022 (the "Effective Date") by and between ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and OLSEN ASSOCIATES, INC ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 2618 Herschel Street, Jacksonville, FL 32204; Phone: (904) 387-6114, and E-mail: abrowder@olsen-associates.com, for RFQ NO: 22-01; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES, hereinafter referred to as the "Project".

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Professional Services Agreement
- b) Request for Qualifications No. 22-01 and all issued Addenda (Exhibit A)
- c) Consultant's Rate Sheet accepted by the County (Exhibit B)
- d) Scope of Work/Services
- e) Task Orders, Change Orders and Amendments to this Agreement signed by the County
- f) Insurance furnished by Consultant meeting the requirements of Article XII
- g) Exhibit C – FEMA Required Contract Clauses
- h) Exhibit D – CDBG/CDBG-DR Required Contract Clauses
- i) Exhibit E – ARPA Required Contract Clauses

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

ARTICLE II AGREEMENT TERM

This Agreement shall become effective upon the date of execution by all parties and shall be in effect for a Contract Term of five (5) calendar years (Contract Term). Consultant shall perform the Services within the time periods specified in each Task Order.

ARTICLE III DEFINITIONS

3.1 Definitions

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

3.1.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

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 written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the County and issued after execution of the Agreement.

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 written order to Consultant executed by the County, issued after execution of this Agreement, authorizing and directing a change to a Task Order or an adjustment to the time or compensation of a Task Order, or any combination thereof.

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 Consumer Price Index (CPI): The Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg-Clearwater, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by the County. Amounts subject to adjustment shall be adjusted annually (increased or decreased, as applicable) by the lesser of (a) four (4%) percent, or (b) the percentage change in CPI as compared to the prior year period.

3.1.8 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

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

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

3.1.11 Services: The work described in Exhibit A or a subsequently issued Task Order or Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.12 Subconsultant: 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. The term "Subconsultant" shall include all subcontractors.

3.1.13 Task Order: A separate written order to Consultant executed by the County, issued after execution of this Agreement, authorizing Consultant to commence Services. Task Orders shall document the scope, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Agreement.

ARTICLE IV SERVICES

4.1 Scope of Services

4.1.1 Consultant shall provide all services as set forth in each Task Order, 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.

4.2 Task Orders

4.2.1 The Consultant shall submit a cost proposal and scope for each Project, in the format, as requested by the County. The Consultant shall not perform any services under this Agreement until a Task Order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All Task Orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the agreed services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any modification to an executed Task Order shall be in writing and shall be executed by the County Administrator or his authorized designee.

4.2.2 Should Consultant have any questions concerning interpretation or clarification of a Task Order or the Contract Documents, Consultant shall immediately 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. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest pursuant to Paragraph 13.7 titled "Disputes". Consultant's protest shall state clearly and in detail the basis thereof. The County will consider Consultant's protest and render its decision thereon within twenty-one (21) calendar days. If Consultant does not agree with the County's decision, Consultant shall immediately deliver written notice to that effect to the County.

ARTICLE V SCHEDULE

5.1 Consultant shall commence the Services and substantially complete all Services as described in each individual Task Order.

5.2 If the Services of an individual Task Order are scheduled to complete after the expiration of this Agreement, Consultant agrees to continue to complete such Task Order Services upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the Task Order was issued by the County.

ARTICLE VI COMPENSATION

6.1 General

The County agrees to pay and Consultant agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 3.1.6 above. 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 for each Task Order shall be based on the method of compensation as stated in each Task Order. Compensation for all Task Orders issued under this Agreement shall either be on a lump sum basis and/or a Not-To-Exceed amount based on the hourly rates (including reimbursable Expenses if applicable), as set forth in Exhibit B.

6.2.1.1 For lump sum items, each Task Order shall include a mutually agreed 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 any given Task Order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all Work Product and deliverables identified in each Task Order and 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, data, models, samples, drawings, designs, and electronic software), 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 SUBCONSULTANTS

9.1 Subconsultants

9.1.1 Consultant may obtain the assistance of other design professionals ("Subconsultants") by subcontract for the performance of portion of these Services, provided that any such Subconsultant shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subconsultant(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 Subconsultants specifically named by Consultant in Consultant's proposal.

9.1.2 The County reserves the right to disqualify any Subconsultant based upon unsatisfactory performance. If a Subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subconsultant 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 Subconsultant 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 Task Order or Change Order as provided in Section 4.2. The Consultant shall not commence work on any such change until such Task Order or Change Order has been issued and signed by both parties.

10.1.2 Consultant's written acceptance of a Task Order or 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 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 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 Division

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 with 4-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

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

13.7 Other Requirements

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

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

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

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Consultant

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

14.2 Taxes

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

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

14.3 Publicity and Advertising

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

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

14.4 Examination of Consultant's Records

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

14.5 Governing Law & Venue

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

14.6 Arbitration

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

14.7 Disputes

If any dispute between the County and Consultant under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

14.8 Assignment and Arrears

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

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

14.9 Severability

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

14.10 Section Headings

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

14.11 Disclaimer of Third-Party Beneficiaries

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

14.12 No Waiver; Course of Dealing

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

14.13 No Waiver of Sovereign Immunity

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

14.14 Conflict of Interest

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

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

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

14.15 Execution in Counterparts

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

14.16 Entire Agreement

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

14.17 Modifications, Amendments, Waivers and Extensions

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

obligations or acts.

14.18 Survival

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

14.19 Convicted and Discriminatory Vendor Lists

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

14.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.21 Employment Eligibility and Mandatory Use of E-Verify

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

- a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
- d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

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

14.22 Nondiscrimination

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

14.23 Drug Free Workplace

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

14.24 Public Records

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

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

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

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

14.25 Enforcement Costs

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

14.26 Contingency Fee

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

14.27 Written Notice

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

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

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

Olsen Associates, Inc
 2618 Herschel Street
 Jacksonville, FL 32204
 Attn: Dr. Albert Browder, VP / Corp. Secretary
 Email Address: abrowder@olsen-associates.com

With a copy to:

St. Johns County, FL
 Office of the County Attorney
 500 San Sebastian View
 St. Augustine, FL 32084

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. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

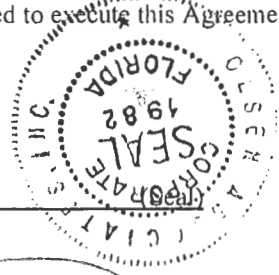
14.28 Non-Exclusive Right

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

14.29 Truth-In-Negotiation Representation

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

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



County

Consultant

St. Johns County, FL (Seal)
(Typed Name)

Olsen Associates, Inc
(Typed Name)

By: *Jaime Locklear*
(Signature of Authorized Representative)

By: *Albert E. Browder*
(Signature of Authorized Representative)

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

Albert E. Browder
(Printed Name)

Assistant Director, Purchasing & Contracts
(Title)

Principal / Corp. Secretary
(Title)

4/19/2022
(Date of Execution)

31 March 2022
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Courts & Comptroller

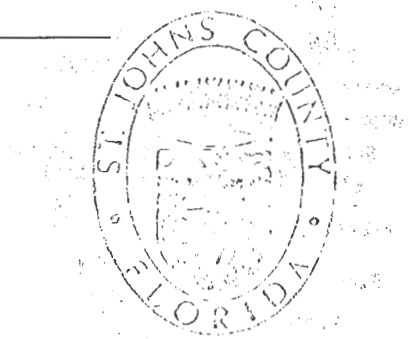
By: *Crystal Smith*
(Deputy Clerk)

4/19/2022
(Date of Execution)

Legally Sufficient:

[Signature]
(Office of County Attorney)

4/19/22
(Date of Execution)



FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

This Exhibit C FEMA Supplement (Exhibit C) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the County (hereafter collectively the "Contract"), and shall be applicable to those services performed under the Contract, which are funded through the FEMA Public Assistance Program. Exhibit C includes contract clauses that amend, delete or modify provisions of the MCA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

1. Equal Employment Opportunity.

a. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation. The Consultant shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

b. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623, Consultant agrees to refrain from discrimination against present and prospective employees for reasons of age.

c. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

2. Compliance with the Copeland "Anti-Kickback" Act. (Not Applicable)

a. Applicability. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, the Contractor is 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.

c. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

3. Compliance with the Contract Work Hours and Safety Standards Act. (Not Applicable)

a. Applicability. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Health and Safety Standards. Pursuant to 40 U.S.C. § 3704, no contractor or subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (f) of this section.

4. Environmental Compliance.

a. The Consultant agrees to comply with all applicable standards, orders, regulations, or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Debarment and Suspension Regulations.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant must at all times throughout the period of any Contract comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. By executing the PSA, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532

6. Compliance with Uniform Administrative Requirements.

a. Domestic Preferences (2 C.F.R. pt 200.322). As appropriate and to the greatest extent practicable and consistent with law, Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Consultant further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. The Consultant will comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

c. The Consultant will comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

7. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Access to Records. The following access to records requirements apply to this Contract:

a. The Consultant agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Consultant agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.

d. In compliance with the Disaster Recovery Act of 2018, the County and the Consultant acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Procurement of Recovered Materials.

a. In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. DHS Seal, Logo, and Flags.

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

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

The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of the Work. The Consultant will comply with all applicable federal law, regulations, executive orders, DHS and/or FEMA policies, procedures, requirements and directives.

12. No Obligation by Federal Government.

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

13. Fraud and False or Fraudulent or Related Acts.

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

14. DHS Seal, Logo, and Flags.

The Consultant shall not use the Department of Homeland Security's ("DHS") or FEMA's or County's seal(s), logos, crests, or reproductions of flags or likenesses of any DHS agency officials without specific FEMA or County's prior written approval.

CDBG AND CDBG-DR REQUIRED CONTRACT CLAUSES

This Exhibit D Community Development Block Grant (CDBG) and Community Development Block Grant-Disaster Recovery (CDBG-DR) Supplement (Exhibit D) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the County (hereafter collectively the “Contract”), and shall be applicable to those services performed under the Contract, which are funded through the CDBG and/or CDBG-DR. Exhibit D includes contract clauses that amend, delete or modify provisions of the PSA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

1. Equal Employment Opportunity

a. The Consultant agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation. The Consultant shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

2. Compliance with the Davis Bacon Act. (Not applicable)

a. Applicability. This section applies to all construction contracts in excess of \$2,000.

b. Minimum Wages. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the Contractor shall 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, the Contractor shall pay wages not less than once a week.

c. Award of this Contract to the Contractor is conditioned upon the Contractor’s acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this Contract.

3. Compliance with the Copeland Anti-Kickback Act. (Not Applicable)

a. **Applicability.** This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, the Contractor is 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.

c. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

4. Compliance with the Contract Work Hours and Safety Standards Act. (Not Applicable)

a. **Applicability.** This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. **Health and Safety Standards.** Pursuant to 40 U.S.C. § 3704, no contractor or subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

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

5. Environmental Compliance.

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through CDBG or CDBG-DR funds.

6. Compliance with Debarment and Suspension Regulations.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals as defined at 2 C.F.R. §180.995, or its affiliates as defined at 2 C.F.R. §180.905 are excluded or disqualified as defined at 2 C.F.R. §180.940 and §180.935.

b. The Consultant must at all times throughout the period of any contract comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. By executing the PSA, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.

7. Compliance with Uniform Administrative Requirements. (Not Applicable)

a. Domestic Preferences (2 C.F.R. pt 200.322). As appropriate and to the greatest extent practicable and consistent with law, Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Consultant further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. The Consultant agrees to comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

c. The Consultant agrees to comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

8. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).

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

9. Procurement of Recovered Materials.

a. In the performance of this Contract, the Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The Consultant shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. Section 3 Clause.

- a. The Work to be performed under this Contract is part of a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b. The parties to this Contract agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advertising the Consultant's commitments under this Section 3 clause. The Consultant shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The Consultant shall not subcontract with any subconsultant or subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.
- f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Work to be performed under this Contract. Section 7(6)

requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

Consultant acknowledges that this Contract is funded entirely or in part by CDBG or CDBG-DR funds. The Consultant is responsible for ensuring its compliance with all applicable federal law, regulations, requirements, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

Additionally, Consultant is responsible for ensuring that its subcontractors, regardless of tier, perform in accordance with the terms, conditions and specifications of the Contract including all applicable federal laws, regulations, requirements, executive orders, policies, procedures and directives. Upon the request of the County, Consultant shall provide evidence of the steps it has taken to ensure its compliance with the above requirements, as well as evidence of the steps it has taken to ensure subcontractor compliance.

12. No Obligation by Federal Government.

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

13. Fraud and False or Fraudulent or Related Acts.

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

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) REQUIRED CONTRACT CLAUSES

This Exhibit E American Rescue Plan Act of 2021 (ARPA) Supplement (Exhibit E) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the County (hereafter collectively the “Contract”), and shall be applicable to those services performed under the Contract, which are funded through ARPA. Exhibit E includes contract clauses that amend, delete or modify provisions of the PSA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

1. **Access to Records.** The following access to records requirements applies to this Agreement:
 - a. The Consultant shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c) of the Social Security Act and the U.S. Department of the Treasury’s regulations implementing those sections, and guidance regarding the eligible uses of funds.
 - b. The Consultant agrees to provide the County, the Treasury Office of Inspector General, the Government Accountability Office, the Pandemic Relief Accountability Committee, and/or any of their authorized representatives right of access to records (electronic or otherwise) of the Consultant in order to conduct audits, or other investigations.
 - c. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - d. Records shall be maintained by Consultant for a period of five (5) years after expiration or termination of this Agreement unless a longer period is otherwise specified by the Treasury Office, or Applicable Law.
2. **Compliance with Applicable Law, Regulations, and Executive Orders.**

Consultant agrees to comply with the requirements of section 603 of the Social Security Act (the “Act”), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations and executive orders. Consultant shall provide for such compliance by other parties in any contracts or agreements it enters into with other parties relating to this Agreement. Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees arising out of or relating in any way to the non-observance or breach of any such applicable federal statute, regulation or executive order.

 - a. Federal regulations applicable to this Agreement include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Agreement.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. By executing this Agreement, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.
 - vi. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vii. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - viii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - ix. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - x. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or

applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

- iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- v. The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§623) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3. Assurances of Compliance with Civil Rights Requirements

- i. Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- ii. Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Consultant understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.
- iii. Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

- iv. Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided.
- v. Consultant shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

4. No Obligation by Federal Government.

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

5. Fraud and False or Fraudulent or Related Acts.

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

6. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. Repayment Obligations.

Consultant understands and agrees that any unused funds received under this Agreement will be forfeited and any payments received for Services which violate this ARPA Supplement (as determined by the Treasury Office) shall result in immediate repayment to the County.

8. Seals, Logos, and Flags.

The Consultant shall not use the Department of the Treasury or County's seal(s), logos, crests, or reproductions of flags or likenesses of any of the Treasury agency officials without specific Treasury Office or County's prior written approval.

9. Publications.

Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to St. Johns County Board of County Commissioners by the U.S. Department of the Treasury."

10. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Consultant, or subconsultant who has the responsibility to investigate, discover, or address misconduct. Consultant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

11. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

12. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving. Consultant is further encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.



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

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

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

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

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

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

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

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

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

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

ARTICLE II AGREEMENT TERM

2.1 Term

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

ARTICLE III DEFINITIONS

3.1 Definitions

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

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

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

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

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

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

3.1.6 Compensation Method:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SERVICES

4.1 Scope of Services

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

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

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

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

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

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

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

ARTICLE V SCHEDULE

5.1 Schedule

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

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

ARTICLE VI COMPENSATION

6.1 Contract Price

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

6.2 Method of Payment

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

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

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

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

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

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

6.3 Withheld Payment

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

6.4 Final Payment

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

6.5 Availability of Funds

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

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

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

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

the County's alteration of the Work Product.

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

7.2 Confidentiality

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

ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 Authorized Representative

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

8.2 Personnel

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

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

ARTICLE IX SUBCONTRACTORS

9.1 Subcontractors

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

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

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

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

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

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

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

ARTICLE XI TERMINATION

11.1 TERMINATION

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

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

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

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

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

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

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

ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

12.1 Warranty of Performance

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

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

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

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

12.2 Indemnity

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

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

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

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

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

12.3 Infringement

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

ARTICLE XIII INSURANCE

13.1 Consultant’s Insurance Requirements

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

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

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

13.2 Additional Insured Endorsements and Certificate Holder

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

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

13.3 Workers Compensation

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

13.4 Commercial General Liability

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

13.5 Automobile Liability

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

13.6 Professional Liability

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

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

13.7 Other Requirements

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

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

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

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Contractor

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

14.2 Taxes

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

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

14.3 Publicity and Advertising

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

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

14.4 Examination of Consultant's Records

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

14.5 Governing Law & Venue

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

14.6 Arbitration

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

14.7 Disputes

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

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

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

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

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

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

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

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

14.8 Assignment and Arrears

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

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

14.9 Severability

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

14.10 Section Headings

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

14.11 Disclaimer of Third-Party Beneficiaries

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

14.12 No Waiver; Course of Dealing

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

14.13 No Waiver of Sovereign Immunity

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

14.14 Conflict of Interest

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

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

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

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

14.15 Execution in Counterparts

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

14.16 Entire Agreement

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

14.17 Modifications, Amendments, Waivers and Extensions

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

14.18 Survival

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

14.19 Convicted and Discriminatory Vendor Lists

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

14.20 Scrutinized Companies Lists

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

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

14.21 Employment Eligibility and Mandatory Use of E-Verify

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

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

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

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

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

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

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

14.22 Nondiscrimination

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

14.23 Drug Free Workplace

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

14.24 Public Records

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

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

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

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

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

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

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

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

14.25 Enforcement Costs

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

14.26 Contingency Fee

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

14.27 Written Notice

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

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

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

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

With a copy to:

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

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

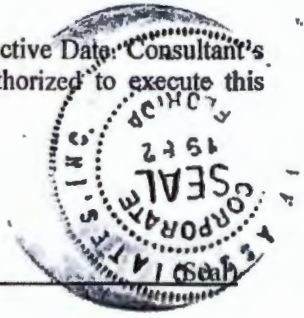
14.28 Non-Exclusive Right

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

14.29 Truth-In-Negotiation Representation

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

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



County

Consultant

St. Johns County (Seal)
(Typed Name)

Olsen Associates, Inc.
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

By: [Signature]
(Signature of Authorized Representative)

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

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

Assistant Director of Purchasing & Contracts
(Title)

Vice-President, Principal
(Title)

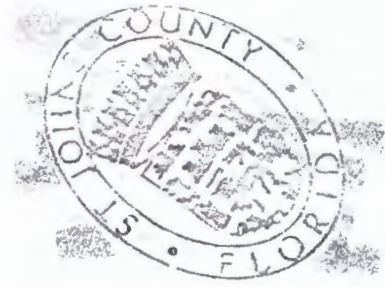
4/25/2023
(Date of Execution)

24 April 2023
(Date of Execution)

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

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

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



CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

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

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

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

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

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

None

Signed this ___ day of _____, 20__

Consultant Name

By:

Signature

Printed Name

Title

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

MEMORANDUM



Date: 18 April 2023 (rev 6.)

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

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

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

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

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

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

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

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

SCOPE-OF-WORK: PHASE I COASTAL ENGINEERING SERVICES

FOR

FEMA CAT B EMERGENCY BERMS

St. Johns County, FL

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

18 April 2023 (rev. 6)

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

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

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

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

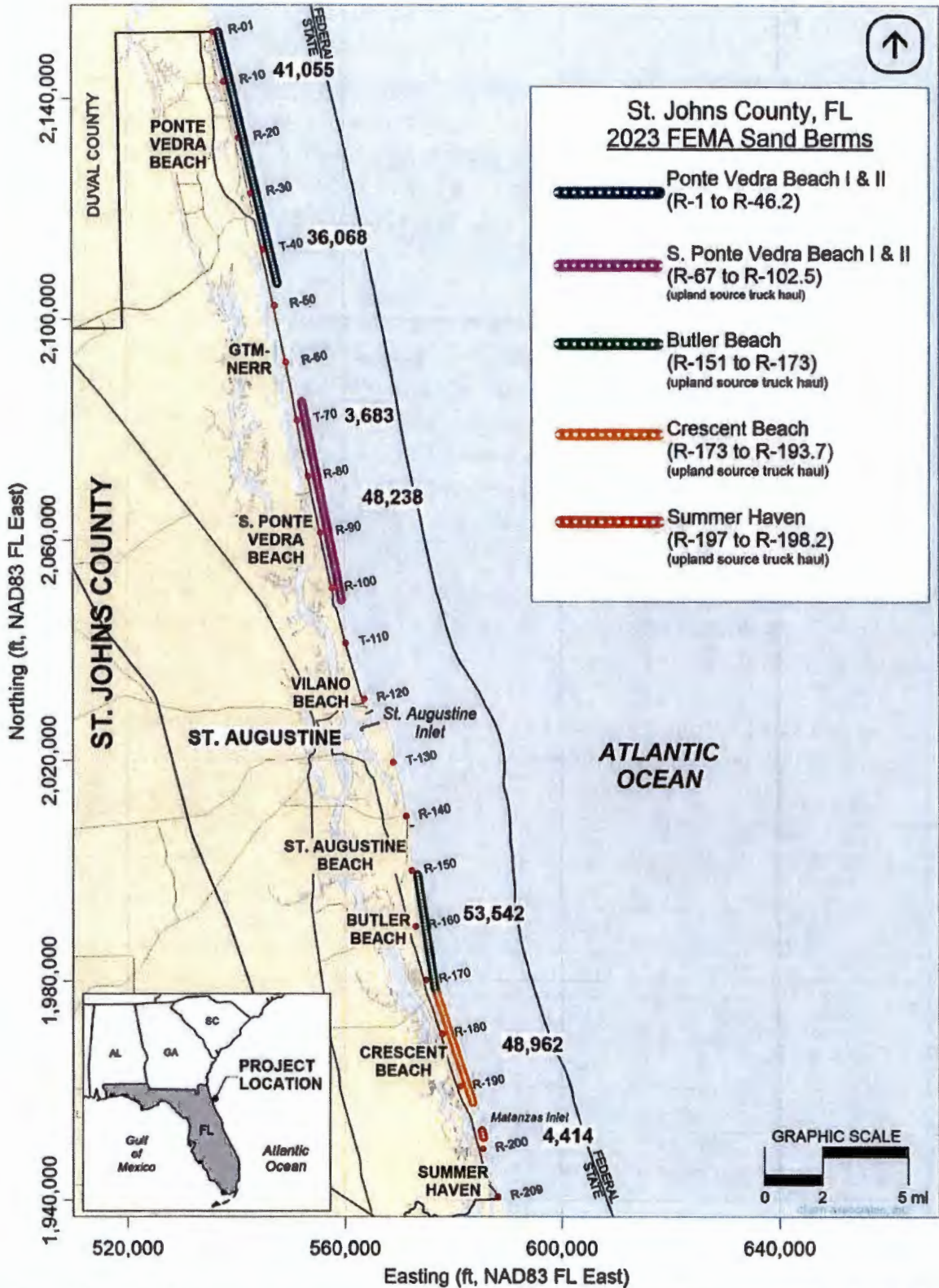


Figure 1 Location Map – St. Johns County FEMA Category B emergency berm areas with eligible volumes labeled. Sand will not be placed uniformly across each segment.

General Work Plan

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

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

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

Location	Length (Miles)	Eligible Volume (Cubic Yards)	¹ Avg. CY/LF	tons @ 1.45tons/cy
Summer Haven Beach (R-197 to R-198.2)	0.3	4,414	3.0	6,400
Crescent Beach (R-173 to R-193.7)	3.9	48,962	2.4	70,995
Butler Beach (R-151 to R-173)	4.2	53,542	2.4	77,636
South Ponte Vedra Beach II (R-76 to R-102.5)	5.2	48,238	1.8	69,945
South Ponte Vedra Beach I (R-67 to R-75)	1.8	3,683	0.4	5,340
Ponte Vedra Beach II (R-23 to R-46.2)	4.6	36,068	1.5	52,299
Ponte Vedra Beach I (R-01 to R-23)	4.3	41,055	1.8	59,530
TOTALS	24.3	235,962		342,145

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

Compensation

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

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

April 18, 2023

GENERAL SCOPE OF WORK ITEMS

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

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

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

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

Subtask 1.1 Project Coordination –

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

Subtask 1.2 Permitting and Regulatory Agency Coordination –

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

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

Subtask 1.3 Public Engagement

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

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

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

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

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

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

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

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

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

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

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

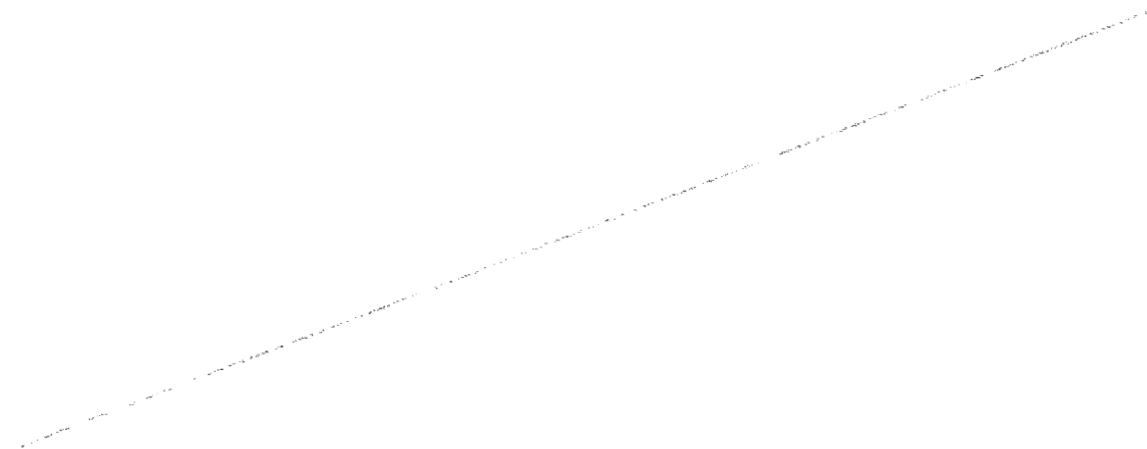
Phase II work. The Consultant shall provide contract administrative, mapping and permit-specific QA/QC services.

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

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

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

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



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

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

TASK 2.0 – PLANS & SPECIFICATIONS; BIDDING ASSISTANCE

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

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

Identification of Easement Holdouts

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

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

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

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

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

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

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

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

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

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

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

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

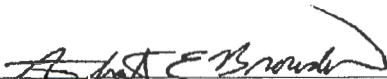
----- *End of Contract Proposal SOW (see Attachment 1 for Compensation details)* -----

PROPOSAL OFFER

This proposal is hereby offered on:

18 April 2023

By:



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

Its:

Principal, Vice-President and Corporate Secretary

ATTACHMENT #1 – TERMS OF COMPENSATION

FOR

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

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

18 April 2023 (Rev. 6)

1.0 Specific Terms

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

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

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

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

SJC 23-42	FEMA Category B Emergency Berms Coastal Engineering Services - truck haul project	17-Apr-23
	phase I	\$ 473,504.00
PHASE I		
Task #	Description	Amount (\$)*
1.0	PRE-PROJECT COMMUNICATIONS & PERMITTING COORDINATION	\$ 289,912.00
2.0	CONTRACT DOCUMENTS/BIDDING - Upland Source Truck Haul	\$ 183,592.00
*Phase I values are dependent upon construction schedule and quantities		

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

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

PHASE I: ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

OAI and subcontractors

PHASE I \$ 473,504.00

EXHIBIT B
18-Apr-23
rev. 6

Task 1.0 PRE-PROJECT COMMUNICATIONS, PERMITTING COORD, GT/Marine Turtle MANAGEMENT

Subtotal \$ 289,912.00

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

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

Task 2.0 CONTRACT DOCUMENTS/BIDDING - Upland Source Truck Haul

Subtotal \$ 183,592.00

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

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

SJC 23-42 FEMA Cat B Emergency Berms

RFQ 23-42 Coastal Engineering Services

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

ARC SURVEYING & MAPPING

Total \$ 317,790.00

Phase I \$ 83,400.00

Phase II \$ 234,390.00

Phase III \$ -

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

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

Property Line Staking Allowance

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

Phase II

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

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

April 14, 2023

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



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

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

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

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

4.2. Post-Construction Beach Segments:

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

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

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

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

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

Sincerely,

Richard J. Sawyer

Richard J. Sawyer, PSM, CH

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



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

Surveying Services Rate Sheet

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

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

SJC 23-42 FEMA Cat B Emergency Berms

Construction year \$ 454,824.67

RFQ 23-42 Coastal Engineering Services

Phase I \$ 55,958.00

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

Phase II - OAI responsibility \$ 232,566.67

Coastal Conservation Group, LLC

Phase II Contractor responsibility \$ 166,300.00

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

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

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

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

PRE-CONTRACTOR NTP

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

PRE-CONTRACTOR NTP

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

PRE-CONTRACTOR NTP

Coastal Conservation Group, LLC

3600 Crazy Horse Trail

St Augustine FL, 32086

904.505.4052

2023 Labor Rates

Coastal Conservation Group Rate Sheet

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

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

St Johns County Marine Turtle Permit Holder Rate Sheet

(Effective: 04/15/2023)

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

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

Robert Fraser

Robert Fraser, President

SJC 23-42 FEMA Cat B Emergency Berms

\$ 795,801.25

RFQ 23-42 Coastal Engineering Services

Phase I \$ **199,026.00**

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

Phase II - Contractor Responsibility \$ 596,775.25

LG2 Environmental

ONLY THE GOPHER TORTOISE STUFF

PHASE I

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

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



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

2023 Labor Rates

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

Exhibit "A"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

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

1. Equal Employment Opportunity.

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

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

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

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

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

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

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

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

3. Contract Work Hours and Safety Standards Act.

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

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

4. Compliance with Clean Air Act.

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

5. Compliance with Federal Water Pollution Control Act.

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

6. Debarment and Suspension.

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

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

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

7. Byrd Anti-Lobbying Amendment

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

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

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

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

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

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

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

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

8. Procurement of Recovered Materials.

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

9. DHS Seal, Logo, and Flags.

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

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

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

11. No Obligation by Federal Government.

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

12. Fraud and False or Fraudulent or Related Acts.

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

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

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

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

14. Compliance with Domestic Preferences.

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

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

Title 2 - Grants and Agreements

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

Chapter II - Office of Management and Budget Guidance

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

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

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

Authority: 31 U.S.C. 503

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

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

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

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

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

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

AGENT:

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

PERMIT INFORMATION:

Permit Number: 0340616-003-JC

Project Name: South Ponte Vedra Beach
Restoration

County: St. Johns

Issuance Date: September 18, 2020

Expiration Date: September 18, 2035

REGULATORY AUTHORIZATION:

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

PROJECT DESCRIPTION:

The project is to restore and maintain a 5.5- mile long segment of critically eroded beach using beach compatible material obtained from Site N-3, an offshore borrow area.

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

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

PROJECT LOCATION:

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

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

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

COASTAL ZONE MANAGEMENT:

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

WATER QUALITY CERTIFICATION:

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

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

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

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or

**Joint Coastal Permit
South Ponte Vedra Beach Restoration
Permit No. 0340616-003-JC
Page 4 of 35**

authorization that may be required for other aspects of the total project that are not addressed in this permit.

4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
9. At least 48 hours prior to commencement of activity authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that

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

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at JCPCCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

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

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

SPECIFIC CONDITIONS:

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

Department of Environmental Protection
Office of Resilience and Coastal Protection
Attn: JCP Compliance Officer
2600 Blair Stone Road, Mail Station 3544
Tallahassee, FL 32399-2400

3. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from

the Department. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or hardbottom is also prohibited.

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

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

- ii. *Shorebird Protection*: A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes
- g. For construction events where dune planting will occur, a detailed **Dune Planting Plan** that outlines the plant species, spacing of planting units, monitoring details and any other relevant information, shall be submitted.
- h. **Pre-Construction Conference**. After all items required by a through g above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted constructions, the Permittee is advised to contact the Department, and the other agency representatives listed below:

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

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

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

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

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

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

7. Sediment quality shall be assessed as outlined in the approved Sediment QA/QC Plan, dated April 2020. Placement of material that is not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing results shall be submitted to the Department within 90 days following the completion of beach construction. The following requirements are included in the Sediment QA/QC Plan:
 - a. If, during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.
 - c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the Department within 7 days following completion of remediation activities.

SPECIFIC CONDITIONS – Fish and Wildlife

8. **In-water Activity.** The Permittee shall adhere to the following requirements for all in-water activity:
- a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
 - d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
 - e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com.
 - f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs,

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

9. **Hopper Dredging.** If a hopper dredge is used for this project, the following requirements shall be met:

- a. Handling of captured marine turtles during hopper dredging activities shall be conducted only by persons with prior experience and training in these activities, and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C. The Permittee shall forward documentation of these qualifications to FWC for review, as required in Specific Condition 5.
- b. In order to minimize impingement or entrainment of marine turtles within the water column, dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom. This precaution is especially important during the cleanup phase of dredging operations.
- c. A state-of-the-art rigid deflector draghead shall always be used on all hopper dredges.
- d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified of the start-up and completion of hopper dredging operations at 1-904-573-3930 or via e-mail at Allen.Foley@myfwc.com. If a marine turtle is captured or marine turtle parts are recovered, the STSSN shall be contacted at seaturtlestranding@myfwc.com.

10. **Trawling.** If relocation trawling or non-capture trawling for marine turtles is required as per applicable NMFS Biological Opinions and Incidental Take authorizations, the following is required:

- a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from FWC prior to trawling.
- b. The Permittee or their contractor shall e-mail (MTP@MyFWC.com) reports to the FWC's Imperiled Species Management Section on Friday of each week that trawling is conducted in Florida waters. These weekly reports shall include the species and number of turtles captured, their general health, and release information. A summary of all trawling activity (including non-capture trawling) shall be submitted to MTP@myfwc.com by January 15 of the following year, or

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

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

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

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

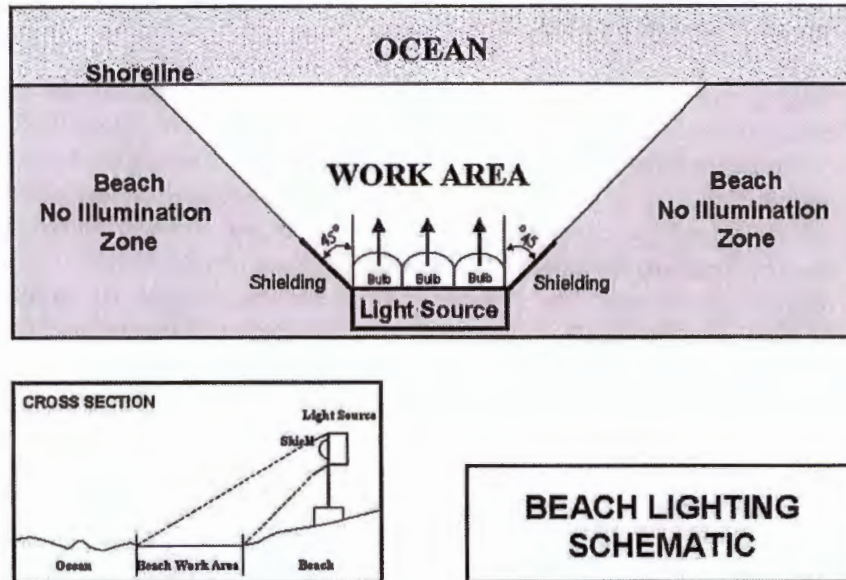


Figure 1

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

a. **Beach Maintenance:**

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

b. **Equipment Storage and Placement.**

- i. Staging areas and temporary storage for construction equipment and pipes shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and FWC prior to beginning of construction. All construction pipes that are in use on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune.
- ii. If it is necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season. If such placement is not feasible for the project, FWC's Regional Biologist shall be contacted for alternative measures. See contacts available at <http://myfwc.com/conservation/youconserve/wildlife/shorebirds/contacts>.

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

14. **Marine Turtle Protection Conditions.**

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

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

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

16. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying FWC Wildlife Alert at 1-888- 404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.
17. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first-year sand placement (out-year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.
 - a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post-construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol:
 - i. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high-water line (normal wrack line).
 - ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.
 - iii. If values exceeding 500 psi are distributed throughout the project area, but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. A request

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

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

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

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

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

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

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

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

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

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

Table 1. Marine Turtle Monitoring for Beach Placement of Material

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

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

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

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

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

22. Shorebird Monitor Requirements.

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

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

- i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
- ii. Have a clear working knowledge of, and adhere to, the *Breeding Bird Protocol for Florida's Seabirds and Shorebirds*.
<https://publictemp.myfwc.com/crossdoi/shorebirds/resources.aspx>
- iii. Have completed full-length webinars: Route-Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the *Florida Shorebird Database (FSD)* website.
<https://publictemp.myfwc.com/crossdoi/shorebirds/index.aspx>
- iv. Familiar with [FWC beach driving guidelines](https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/).
[\(https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/\)](https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/).
- v. Experience posting beach-nesting bird sites, consistent with *Florida Shorebird Alliance (FSA) Guidelines*.
<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>
- vi. Has registered as a contributor to the FSD.

23. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the [FSD website](#). All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:

- a. Surveys shall be conducted by walking the length of all survey routes and visually

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

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

be marked according to FSA Posting Guidelines available at:

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

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

Water Quality Monitoring.

25. Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

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

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

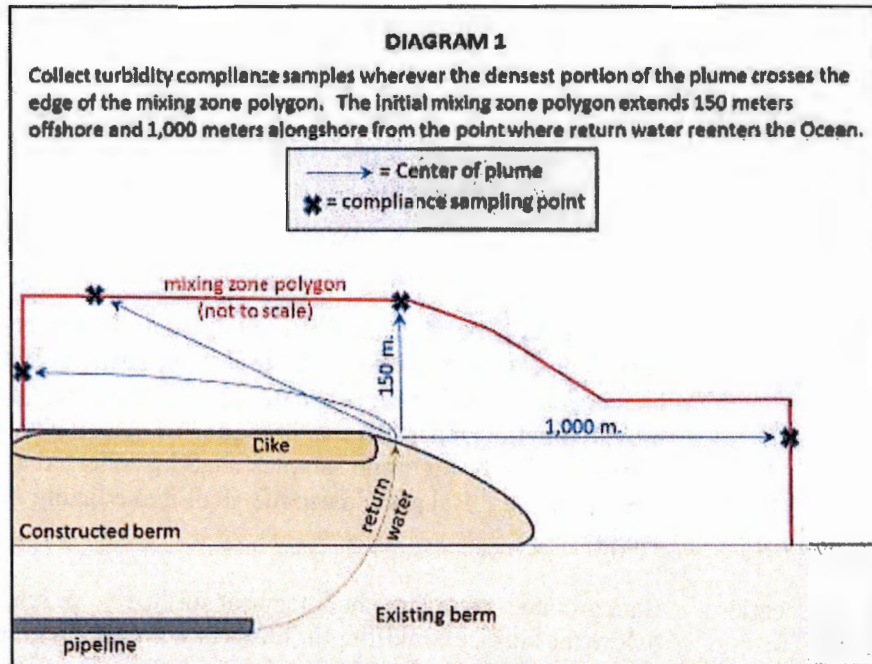
Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the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

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

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

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

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



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

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

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

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

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

26. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 6 NTUs above the corresponding background turbidity levels when the plume extends into OFW, or 29 NTUs above the corresponding background turbidity levels, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be **immediately** reported to the JCP Compliance Officer via email at JCPCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Northeast District office.

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

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

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

- h. water temperature;
- i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction;
- j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
- k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
- l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the Department's JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department's JCP Compliance Officer, on the cover page to the submittal and at the top of each page, please state: "This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0340616-003-JC."

28. **Physical Monitoring :**

The Physical Monitoring Plan received by the Department (Application Attachment J) dated December 2019 is hereby incorporated by reference. The approved Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the Department via a permit modification. If subsequent to approval of the Monitoring Plan there is a request for modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

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

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

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

The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may at their discretion postpone the first monitoring survey until the following spring/summer.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline on both sides of the beach fill area. All work activities and deliverables for the monitoring surveys shall be conducted in accordance with the latest update of the Department's *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100*.

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

Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. In all other aspects, work activities and deliverables shall be consistent with the Department's *Monitoring Standards for Beach Erosion Control Projects, Section 01200*.

- c. The Permittee shall submit an engineering report and the monitoring data to the JCP Compliance Officer within 90 days following completion of the construction and each annual monitoring survey.

The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. Results shall be analyzed for patterns, trends, or changes between surveys and cumulatively since project construction. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse effects attributable to the project. The report shall specifically include:

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

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

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

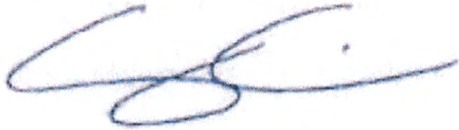
completion of the second maintenance event. The extension would be documented through an administrative modification.

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

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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

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

CERTIFICATE OF SERVICE

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

FILING AND ACKNOWLEDGMENT

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



Clerk

September 18, 2020
Date



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

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

AGENT:

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

PERMIT INFORMATION:

Permit Number: 0402841-001-JC

Project Name: St. Johns County FEMA Berm
Restoration

County: St. Johns

Issuance Date: **August 4, 2021**

Expiration Date: **August 4, 2036**

REGULATORY AUTHORIZATION:

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

PROJECT DESCRIPTION:

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

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

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

PROJECT LOCATION:

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

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

Table 1: Location by Department Reference Monuments

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253 and Chapter 258, F.S., Chapter 18-20, Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

The Department has also determined that the dune restoration activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

COASTAL ZONE MANAGEMENT:

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

WATER QUALITY CERTIFICATION:

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

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

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

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the

**Joint Coastal Permit
St. Johns County FEMA Berm Restoration
Permit No. 0402841-001-JC
Page 4 of 27**

following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
9. At least 48 hours prior to commencement of activity authorized by this permit, the Permittee shall electronically submit to the Department, by email at

JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.

10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, F.S.
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at JCPCCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

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

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

SPECIFIC CONDITIONS:

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

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

2600 Blair Stone Road, Mail Station 3566
Tallahassee, FL 32399-2400

2. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings.
3. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
4. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 15 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Then, unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. An electronic copy of detailed *final construction plans and specifications* for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g staging areas and access corridors) to be used for this project.
 - b. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements of the Specific Conditions contained herein. This documentation shall include the following:

- i. *Marine Turtle Protection:* A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.
 - ii. *Shorebird Protection:* A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.
- c. The approved *Physical Monitoring Plan*. *Note:* Any updates and/or changes to the Approved Physical Monitoring Plan are subject to review and approval via a permit modification by the Department.
 - d. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a modification to include those additional conditions may be required.
 - e. Documentation confirming that the approved upland source is currently producing the quantity and quality of the authorized sand product required for the upcoming event, as required by Specific Condition 8.
 - f. ***Pre-Construction Conference.*** After all items required by a through e above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, JCP Compliance Officer
e-mail: JCPCompliance@dep.state.fl.us

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

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

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

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

5. Sediment quality shall be assessed as outlined in the approved Sediment QA/QC Plan dated April 23, 2021. Any occurrences of placement of material not in compliance with the Plan shall be handled according to protocols set forth in the Sediment QA/QC plans. The sediment testing result shall be submitted to FDEP within 90 days following the completion of beach construction. The Sediment QA/QC plans include the following:
 - a. If during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.
 - c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the Department within 7 days following completion of remediation activities.
6. Monitoring and reporting of the permitted project shall be conducted in accordance with the Physical Monitoring Plan dated April 23, 2021. The approved Physical Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the department. If subsequent to approval of the plan there is a request for modification of the permit, the department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

7. The following upland sand source products were reviewed and authorized for use in this project: (1) the Beach Sand product from the Vulcan Materials Goldhead Sand Plant in Keystone Heights, Florida and (2) the Beach Sand product from the Keuka Sand Plant in Interlachen, Florida. Any additional upland sand sources will require review and authorization through the permit modification process.
8. Prior to each construction event, the Permittee (or Permittee's Representative) shall submit documentation confirming that the authorized upland sand source(s) is currently producing both the quantity and quality of the authorized sand product(s) to meet the needs of the upcoming event. The documentation shall be signed and sealed by a Registered Professional in the State of Florida (i.e., a P.E. or P.G.) and shall indicate the name(s) of the product(s), the upland sand source(s) and the approximate volume (per product per source) needed for the upcoming event. The Permittee shall submit the documentation to the Department as a preconstruction submittal item no later than 15 days prior to construction. *Note: If the upland source(s) is no longer producing a product consistent with the approved Sediment QA/QC plan, a permit modification will be required to authorize an alternate source.*

SPECIFIC CONDITIONS – Fish and Wildlife

9. Construction Area Project Lighting.

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

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

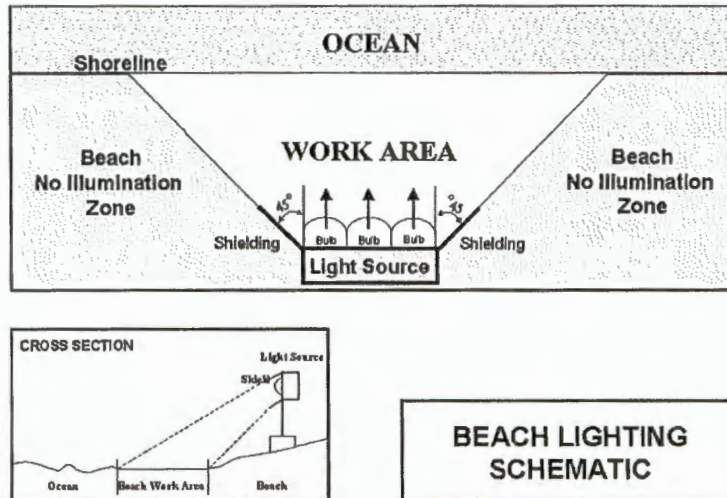


Figure 1

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

a. **Beach Maintenance.**

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

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

practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and the FWC prior to beginning of construction. All construction pipes that are in use on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune.

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

11. **Marine Turtle Protection Conditions.**

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

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

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

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

13. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying the FWC Wildlife Alert at 888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.

14. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first- year sand placement (out- year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.
 - a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post- construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol and consistent with the 2008 Biological Opinion for FEMA Emergency Berm Repair for the Florida Coast. Deviations from either require written authorization from FWC:
 - i. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high-water line (normal wrack line).
 - ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.

- iii. If values exceeding 500 psi are distributed throughout the project area, but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. A request for a tilling waiver based on these compaction values shall be submitted to the FWC at MarineTurtle@MyFWC.com.
- b. **Tilling Requirements.** If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol and consistent with the 2008 Biological Opinion for FEMA Emergency Berm Repair for the Florida Coast. Deviations from either require written authorization from FWC:
- i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been relocated to or left in place.
 - ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling.
 - iii. Tilling shall occur landward of the wrack line and shall avoid all vegetated areas that are at least 3 square feet in size, as well as any planted areas that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high-water line and the mean low water line shall be maintained to approximate natural slopes.
- c. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows and consistent with the 2008 Biological Opinion for FEMA Emergency Berm Repair for the Florida Coast. Deviations from either require written authorization from FWC:
- i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be

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

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

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

15. Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions.

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

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

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

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

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

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

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

17. Shorebird Monitor Requirements.

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

implement data entry procedures as outlined in that website.

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

survey protocols:

- a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.
- b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist within 24 hours.

19. **Shorebird Buffer Zones and Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:

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

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

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

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

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

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

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

21. **Beach Mice Protection.**

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

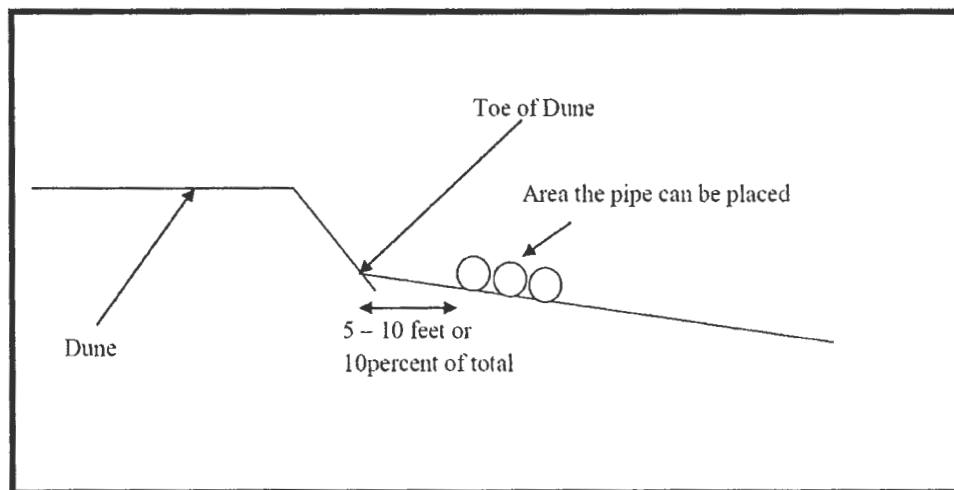


Figure 2

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

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

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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

Attachment(s):

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

**Joint Coastal Permit
St. Johns County FEMA Berm Restoration
Permit No. 0402841-001-JC
Page 27 of 27**

CERTIFICATE OF SERVICE

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

FILING AND ACKNOWLEDGMENT

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

Jacob Koerner
Clerk

8/4/2021
Date



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

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

AGENT:

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

PERMIT INFORMATION:

Permit Number: 0377843-001-JC

Project Name: Ponte Vedra Beach Restoration

County: St. Johns

Issuance Date: April 12, 2021

Expiration Date: April 12, 2036

REGULATORY AUTHORIZATION:

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

PROJECT DESCRIPTION:

The project will restore and maintain the sandy shoreline along 8.9 miles of eroded beach using beach compatible material obtained from an offshore borrow area in Federal waters.

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

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

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

PROJECT LOCATION:

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

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253 and Chapter 258, F.S., Chapter 18-20, Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

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

COASTAL ZONE MANAGEMENT:

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

WATER QUALITY CERTIFICATION:

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

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

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

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

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3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
9. At least 48 hours prior to commencement of activity authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.

10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, F.S.
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at JCPCCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

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

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

SPECIFIC CONDITIONS:

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

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

3. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas with benthic biological resources is also prohibited.
4. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
5. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least **45** days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. An electronic copy of detailed *final construction plans and specifications* for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.
 - b. Documentation that the *Erosion Control Line* has been executed and recorded in the County Records.
 - c. The *Mean High Water Line Survey* for the shoreline outside that of the Erosion Control Line shall be recorded in the County Records. This shall be filed separately from the Erosion Control Line.

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

- i. *Marine Turtle Protection:* A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.
 - ii. *Shorebird Protection:* A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.
- g. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a permit modification may be required prior to construction to include those additional conditions.
- h. ***Pre-Construction Conference.*** After all items required by a through g above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, JCP Compliance Officer
e-mail: JCPCompliance@dep.state.fl.us

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

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

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

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

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

7. Sediment quality shall be assessed as outlined in the approved Sediment QA/QC Plan, dated December 1, 2020. Any occurrences of placement of material not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC plans. The sediment testing result shall be submitted to FDEP within 90 days following the completion of beach construction. The Sediment QA/QC plans include the following:
 - a. If during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.
 - c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the Department within 7 days following completion of remediation activities.

8. Monitoring and reporting of the permitted project shall be conducted in accordance with the Physical Monitoring Plan dated September 15, 2020. The approved Physical Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the department. If subsequent to approval of the plan there is a request for modification of the permit, the department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

SPECIFIC CONDITIONS – Fish and Wildlife

9. **In-water Activity.** The Permittee shall adhere to the following requirements for all in-water activity:
 - a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
 - d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

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

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

12. **Construction Area Project Lighting.**

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

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

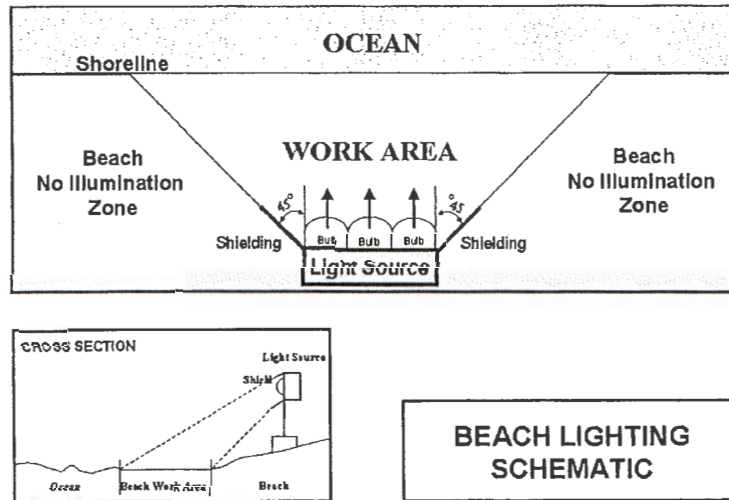


Figure1

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

a. Beach Maintenance:

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

b. Equipment Storage and Placement.

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

shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and the FWC prior to beginning of construction. All construction pipes that are in use on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune.

- ii. If it is necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season. If such placement is not feasible for the project, the FWC's Regional Biologist shall be contacted for alternative measures. See contacts available at <https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/>.
- c. **Beach Driving.** All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at speeds less than 6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid injury and disturbance to these species. *Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 23.*

14. **Marine Turtle Protection Conditions.**

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

- a. Daily early morning marine turtle nest surveys shall start two weeks prior to marine turtle nesting season (April 15) or 65 days prior to beach placement whichever is later. Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier.
- b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence until completion of the marine turtle survey each day.

- c. The Permittee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@MyFWC.com.
 - d. Only those nests laid in the area where sand placement will occur shall be relocated, and nest relocation shall cease after the sand placement is completed. Nests requiring relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by the FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss; or illumination by artificial lighting.
 - e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on- beach markers at the nest site to establish a minimum 5- foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on- beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.
15. **Fill Restrictions.** During the marine turtle nesting season, the contractor shall not advance the beach fill more than 500 feet along the shoreline between dusk and the following day, until the daily nesting survey is completed, and the beach has been cleared for fill advancement. If the 500-foot advancement limitation is not feasible for the project, an alternative distance shall be established during the preconstruction meeting, if a distance can be agreed upon in consultation with the FWC. If the work area is extended, nighttime nesting surveys are required, and a Marine Turtle Permit Holder is required to be present on-site to ensure that no nesting and hatching marine turtles are present. If any nesting turtles are sighted on the beach within the immediate construction area, activities shall cease immediately until the turtle has returned to the water and the Marine Turtle Permit Holder responsible for nest monitoring has relocated the nest.
16. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying the FWC Wildlife Alert at 888-404-FWCC

(3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.

17. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first- year sand placement (out- year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.

a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post- construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol:

- i. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high-water line (normal wrack line).
- ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.
- iii. If values exceeding 500 psi are distributed throughout the project area, but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. A

request for a tilling waiver based on these compaction values shall be submitted to the FWC at MarineTurtle@MyFWC.com.

- b. **Tilling Requirements.** If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol:
- i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been relocated to or left in place.
 - ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling.
 - iii. Tilling shall occur landward of the wrack line and shall avoid all naturally vegetated areas that are at least 3 square feet in size, as well as any planted areas that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high- water line and the mean low water line shall be maintained to approximate natural slopes.
- c. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows:
- i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be reported relative to R monument location to the FWC at MarineTurtle@MyFWC.com with a copy sent to the JCP Compliance Officer.
 - ii. If weekly surveys during the marine turtle nesting season document escarpments that exceed 18 inches in height for a distance of at least 100 feet and have persisted for more than two weeks, the FWC shall be contacted immediately to determine the appropriate action to be taken. The Permittee shall provide locations and measurements of the escarpments to the closest R monument as well as the coordinates for the location of marine turtle nests

located within 20 feet of the escarpments (latitude and longitude in decimal degrees), with photographs when possible. Upon written notification by the FWC that the escarpment needs to be leveled, the Permittee shall level the escarpment. If nests are located nearby, to minimize impacts to any existing nest the Permittee shall also coordinate with the marine turtle permit holder prior to leveling the escarpments. An annual summary of escarpment surveys and actions taken shall be submitted electronically to the FWC (MarineTurtle@MyFWC.com) by December 31 of each year.

Note for Shorebird Protection: If compaction sampling, tilling or escarpment removal occurs during shorebird breeding season, the Shorebird Conditions (including surveys) included in this authorization shall be followed. No heavy equipment shall operate, and no compaction sampling or tilling shall occur within 300 feet of any shorebird nest. If flightless shorebird chicks are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that no heavy equipment operates within 300 feet of the flightless young or within a site-specific corridor established per Specific Condition 23. It is the responsibility of the Permittee to ensure that their contractors avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present.

18. **Post-Construction Lighting Surveys.** The Permittee shall ensure that lighting surveys be conducted from the nourished berm and the following actions taken to address potential adverse impacts expected with artificial lights visible from any dry portion of the newly elevated beach. The surveys shall be conducted from the top of the foreshore slope (i.e., the seaward edge of the filled berm before it slopes into the water), facing landward. The survey shall follow standard techniques for such a survey, such as including the number and type of visible lights, location of lights, and photo documentation (see additional techniques as per the 2015 USFWS Statewide Programmatic Biological Opinion).
 - a. The first survey shall be conducted between May 1 and May 15 for the first nesting season following construction. For each visible light source, the Permittee shall document that the property owners have been notified and has been provided with recommendations for correcting the light as soon as possible. Recommendations shall be in accordance with local lighting ordinances. A report summarizing all visible lights and the recommendations for correcting the light shall be forwarded to local code enforcement. If no lighting ordinances exist, the recommendations to the property owners shall be consistent with the FWC lighting guidelines, which include no lights or light sources shall be visible from the newly elevated beach. The second survey shall be conducted between July 15 and August 1 to assess any remaining visible lights requiring corrective action.
 - b. A summary report of the surveys and what corrective actions or local enforcement

actions have been taken shall be submitted to the FWC at MarineTurtle@MyFWC.com and copied to JCPCCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted. Upon request by the FWC, the Permittee shall set up and hold a meeting with those responsible for code enforcement (when applicable), the FWC and the USFWS to discuss the report and potential additional corrective action needed, as well as any documented marine turtle disorientations in or adjacent to the project area.

19. **Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions.**
- a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with the Table 1 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and the FWC.
 - b. Data shall be reported and summarized for the nourished areas and reference beach in accordance with Table 1 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction. Data on nesting activity on the nourished areas and on an equal length of beach that is not nourished shall be submitted in electronic format (Excel spreadsheets) which are available upon request from MarineTurtle@MyFWC.com. Reports shall be sent to the FWC Imperiled Species Management section at MarineTurtle@MyFWC.com and copied to JCPCCompliance@dep.state.fl.us. All summaries should be submitted by January 15 of the following year.

Table 1. Marine Turtle Monitoring for Beach Placement of Material.

Date	Duration	Variable	Criterion
Nesting Success	Year of in-season construction and two entire nesting seasons post construction, with possible additional year (totaling three years) ^{1 & 2}	Number of nests and non-nesting emergences by day by species	40 percent or greater
Hatching success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to hatch from egg	60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientations	Year of in-season construction and two entire nesting seasons post construction (totaling three years) ¹	Number of nests and/or individuals that misorient or disorient	
Nests affected by erosion or inundation	Year of construction and two years post construction if placed sand remains on the beach	Number of nests lost and/or affected, by species	

Date	Duration	Variable	Criterion
Lighting Surveys	Two in-season surveys the year following construction; First survey between May 1 and May 15 and second survey between July 15 and August 1 ¹	Number, location and photographs of lights visible from nourished berm, corrective actions recommended, and notifications made	Lighting survey and possible meeting resulting with plan for reduction in lights visible from nourished berm
Compaction	Three nesting seasons beginning with the year of construction. Not required if the beach is tilled prior to nesting season ¹	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for three years beginning with year of construction ¹	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed
¹ If placed sand remains on the beach ² Additional years may be required if variable does not meet criterion based on previous year			

20. **Shorebird Protection.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.
- a. Shorebird breeding season dates for this project area are March 1 through September 1; (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).

- b. Any parts of the project where “project activities” on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. The term “project activities” includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre- construction presence on the beach), whichever is later.
- c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist prior to the initiation of construction. Routes shall not be modified without prior notification to the FWC.
- d. During the pre-construction and construction activities associated with the project, the Permittee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed **on a daily basis** by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a buffer in accordance with Specific Condition 23 around the site and shall notify the FWC Regional Biologist within 24 hours. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.
- e. The Permittee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.

21. **Shorebird Monitor Requirements.**

- a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.
- b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org> or [Florida Shorebird Database](#)). They shall use the data-collection protocol and implement data entry procedures as outlined in that website.
- c. The Permittee shall submit a list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist and JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected Bird Monitor(s) meet the required qualifications shall be coordinated between the Permittee and the FWC Regional Biologist. Once approved, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved by the FWC to JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:
 - i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
 - ii. Have a clear working knowledge of, and adhere to, the *Breeding Bird Protocol for Florida's Seabirds and Shorebirds*.
<https://publictemp.myfwc.com/crossdoi/shorebirds/resources.a.spx>
 - iii. Have completed full-length webinars: Route- Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the *Florida Shorebird Database* (FSD) website.
<https://publictemp.myfwc.com/crossdoi/shorebirds/index.aspx>
 - iv. Familiar with the FWC beach driving guidelines.
[\(https://myfwc.com/conservation/you-conserve/wildlife/beach-driving/\)](https://myfwc.com/conservation/you-conserve/wildlife/beach-driving/).

- v. Experience posting beach-nesting bird sites, consistent with *Florida Shorebird Alliance (FSA) Guidelines*.
<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>
 - vi. Has registered as a contributor to the FSD.
22. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the [FSD website](#). All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:
- a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.
 - b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist within 24 hours.
23. **Shorebird Buffer Zones and Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:
- a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist.** Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.
 - b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect

breeding birds.

- c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist.
- d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall be marked according to FSA Posting Guidelines available at: <http://flshorebirdalliance.org/resources/instructions-manuals.aspx> with posts, twine and the FWC-approved signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter (see example of signage for marking designated buffer zones at <http://myfwc.com/conservation/you-protect/wildlife/shorebirds/>). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist, these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present.** Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.
- f. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- g. When flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be

capable of trapping flightless chicks, while avoiding any impacts to the chicks.

Notification. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist.

24. **Dune Planting Conditions.** Planting of dune vegetation is encouraged outside of marine turtle nesting season. However, planting activities may occur during the marine turtle nesting season May 1 through October 31 under the following conditions:
- a. It is the responsibility of the Permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. All nest surveys and activities involving marine turtles shall be conducted only by persons with a valid FWC permit issued pursuant to Florida Administrative Code 68E-1. For information regarding marine turtle permit holders, contact the FWC at MTP@MyFWC.com.
 - b. Marine turtle nest surveys shall be initiated at the beginning of the nesting season or 65 days prior to installation of plants (whichever is later). Surveys shall continue until completion of the project or through October 31 (whichever is earliest). Surveys shall be conducted throughout the project area and all beach access sites.
 - c. Any nests deposited in the area shall be left in place. The marine turtle permit holder shall install an on-beach marker at any nest site and a secondary marker located at a point as far landward as possible to ensure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and survey ribbon or string shall be installed to establish an area of 3 feet radius surrounding the nest. No planting or other activity shall occur within this area nor shall any activity occur which might cause indirect impacts within this area. Nest sites shall be inspected daily to ensure nest markers have not been removed.
 - d. The use of heavy equipment (including vehicles such as trucks) is not authorized in marine turtle nesting habitat. A lightweight (ATV style) vehicle, with tire pressures of 10 psi or less can operate on the beach if required.
 - e. All activity shall be confined to daylight hours and shall not occur prior to the completion of all necessary marine turtle surveys and conservation activities within the project area. Nighttime storage of equipment or materials shall be off the beach.
 - f. In the event a nest is disturbed or uncovered during planting activity, the Permittee shall cease all work and immediately contact the marine turtle permit holder responsible for marine turtle conservation measures within the project area. If a nest(s) cannot be safely avoided during construction, all activity within the affected project area shall be delayed until complete hatching and emergence of the nest.

- g. All planting related activities must avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season dates (May 1 through October 31). Any impacts to nests or marine turtles that inadvertently occur shall be immediately reported to the Florida Fish and Wildlife Conservation Commission (FWC) at MarineTurtle@MyFWC.com, and all work shall stop until authorized to continue by the Department and the FWC.
- h. All irrigation lines for the dune restoration planting, if proposed, will be temporarily installed along the landward side of the dune only and will be removed once the plants have become established. Any watering necessary along the seaward side of the dune will be done by hand on an "as needed" basis.

Water Quality Monitoring:

25. Water Quality - Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Monitoring for a pipeline dredge shall be conducted 3 times daily, approximately 4 hours apart, and at any other time that there is a likelihood of an exceedance of the turbidity standard, during all sand placement, construction, etc. operations.

Monitoring for a hopper dredge shall be conducted for each hopper dredge load during daylight hours. At the fill placement site, sampling shall be conducted after discharge from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone.

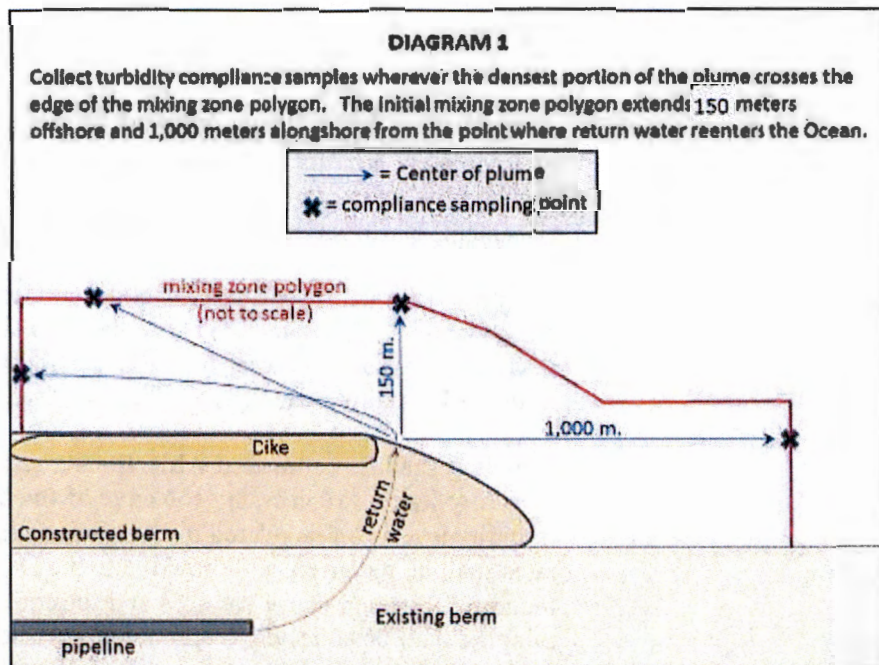
Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet).

Beach Site Background: Samples shall be collected at least 500 meters up-current from any portion of the beach that has been, or is

being, filled during the current construction event, at the same distances offshore as the associated compliance samples. All background sampling shall occur clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Beach Site Compliance: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures up to 150 meters offshore and up to 1,000 meters alongshore from the point where the return water from the dredged discharge reenters the Atlantic Ocean. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 1.*



Intermediate Monitoring (required when using a mixing zone that exceeds 150 meters in size): Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet), at points approximately 150, 500, and 750 meters downcurrent from the point

where the return water from the dredged discharge reenters the Atlantic Ocean (if those points are located inside the mixing zone), within the densest portion of any visible turbidity plume generated by this project. These measurements will be used to calibrate the size of the mixing zone for future events.

Calibration: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity “standards” that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:
<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

26. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 6 NTUs above the corresponding background turbidity levels when the plume extends into OFW, or 29 NTUs above the corresponding background turbidity levels outside of the OFW, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the JCP Compliance Officer via email at JCPCompliance@dep.state.fl.us and include in the subject line, “TURBIDITY EXCEEDANCE”, and the Project Name and Permit Number. Also notify the Department’s Northeast District office.

Any project-associated turbidity source other than dredging or fill placement for beach nourishment (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level exceeds 6 NTUs above background within the OFW or 29 NTUs above background outside of the OFW, the construction activities related to the

exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state "OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE".

- a. When reporting a turbidity exceedance, the following information shall also be included:
 - i. the Project Name;
 - ii. the Permit Number;
 - iii. location and level (NTUs above background) of the turbidity exceedance;
 - iv. the time and date that the exceedance occurred; and
 - v. the time and date that construction ceased.
- b. Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the "Exceedance Report", plus the following information:
 - i. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
 - ii. corrective measures that were taken; and
 - iii. cause of the exceedance.

27. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (6 NTUs above background within the OFW or 29 NTUs above background outside of the OFW) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:

- a. time of day samples were taken;
- b. dates of sampling and analysis;

- c. GPS location of sample and source. *When possible, coordinates should be provided in decimal degrees with a 5 decimal level of precision (i.e., 0.00001). Please also indicate the datum;*
- d. depth of water body;
- e. depth of each sample
- f. antecedent weather conditions, including wind direction and velocity;
- g. tidal stage and direction of flow;
- h. water temperature;
- i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction;
- j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
- k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
- l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the Department's JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department's JCP Compliance Officer, on the cover page to the submittal and at the top of each page, please state: **"This information is provided in partial fulfillment of the monitoring requirements in Permit No.0377843-001-JC"**

28. **North Atlantic Right Whales.** Transportation of material from the borrow area, in federal waters, to the pipeline corridor for the beach fill area occurs in Critical Habitat Unit 2 as defined by the National Marine Fisheries Service (NMFS). Vessels in the area, between November 15 and April 15, should operate consistent with all federal regulations.

29. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow completion of the second maintenance event. The extension would be documented through an administrative modification.
30. **Post-Construction Meeting.** Within 60 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis.
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachment(s):

1. Approved Permit Drawings (17 pages, signed and sealed February 2021)
2. Approved Physical Monitoring Plan (dated September 2020)
3. Approved Sediment QA/QC Plan (dated December 2020)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

FILING AND ACKNOWLEDGMENT

**Joint Coastal Permit
Ponte Vedra Beach Restoration Project
Permit No. 0377843-001-JC
Page 34 of 34**

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

A handwritten signature in black ink, appearing to read "Boyle JA", is written above a horizontal line.

Clerk

April 12, 2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm DENNY DOYLE, AGENT 7807 BAYMEADOWS RD E STE 100 JACKSONVILL, FL 32258	CONTACT NAME: PEGGY MELE PHONE (A/C, No, Ext): 9047373777 E-MAIL ADDRESS: PEGGY@DENNYDOYLE.COM FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Florida Insurance Company INSURER C: <input type="text"/> INSURER D: <input type="text"/> INSURER E: <input type="text"/> INSURER F: <input type="text"/>
INSURED OLSEN ASSOCIATES INC 2618 HERSCHEL STREET JACKSONVILLE, FL 32204	NAIC # INSURER A: 25178 INSURER B: 10739

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WATERCRAFT LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	98-BK-X282-9B	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		110 7253-A09-59C L13-0097-A09-59K	01/09/2023	01/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 OTHER \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		98-BM-C190-4 B	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 4,000,000
	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$					AGGREGATE \$ 4,000,000 OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADD'L INSURED: ST JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, 500 SAN SEBASTIAN WAY, ST AUGUSTINE, FL

CERTIFICATE HOLDER**CANCELLATION**

ST JOHNS COUNTY, A POLITICAL S/D OF THE ST OF FL
 500 SAN SEBASTIAN WAY
 ST AUGUSTINE, FL 32084

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

Dennis M. Doyle, Jr

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 24-PSA-OLS-19617

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This Professional Services Agreement (hereafter "Agreement") is made this 24th day of April, 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 OLSEN ASSOCIATES, INC ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 2618 Herschel Street, Jacksonville, FL 32204; Phone: (904) 387-6114, and E-mail: abrowder@olsen-associates.com, for RFQ NO: 23-47; BEACH MANAGEMENT PLAN, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 THE CONTRACT DOCUMENTS

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Notice to Proceed
- c) This Fully Executed Professional Services Agreement and all Exhibits and/or Attachments;
 - i. Exhibit B – Consultant's Rate Sheet
 - ii. Exhibit C – Consultant's Proposal
- d) Request for Qualifications No. 23-47, and all issued Addenda (Exhibit A);
- e) Insurance furnished by Consultant meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

ARTICLE II AGREEMENT TERM

2.1 Term

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years (Initial Term), and may be renewed for up to one (1) calendar year renewal period (Renewal Term). This Agreement may be renewed, upon satisfactory performance by the Consultant, mutual contract by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE III DEFINITIONS

3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

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 written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the County and issued after execution of the Agreement.

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 written order to Consultant executed by the County, issued after execution of this Agreement, authorizing and directing a change in the scope of Services or an adjustment to the time or compensation for the Services.

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 **FEMA:** The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.8 **Project:** The total undertaking to be accomplished for the County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.9 **County Representative:** The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.10 **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.

3.1.11 **Subconsultant:** 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. The term "Subconsultant" shall include all subcontractors.

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.

4.2.2 Should Consultant have any questions concerning interpretation or clarification of a Task Order or the Contract Documents, Consultant shall immediately 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. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest pursuant to Paragraph 13.7 titled "Disputes". Consultant's protest shall state clearly and in detail the basis thereof. The County will consider Consultant's protest and render its decision thereon within twenty-one (21) calendar days. If Consultant does not agree with the County's decision, Consultant shall immediately deliver written notice to that effect to the County.

ARTICLE V SCHEDULE

5.1 SCHEDULE

5.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Consultant's Services for each Project, or portion thereof, shall commence upon receipt of a written Notice to Proceed from the County.

5.2 If Services are scheduled to end due to the expiration of this Agreement, at the request of the County, Consultant agrees to continue to provide Services for an extension period defined by the County, upon the same terms and conditions as contained in this Agreement. The County will issue an Amendment or Change Order prior to the expiration of this Agreement authorizing any such extension period. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by the County.

ARTICLE VI COMPENSATION

6.1 General

As compensation for satisfactory performance of the Services, the County agrees to pay and Consultant agrees to accept as full and complete compensation for all Services required under this Agreement, a not-to-exceed amount of **five hundred forty thousand four hundred eighty-four dollars (\$540,484.00)** for Services rendered pursuant to this Agreement. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.2 METHOD OF PAYMENT

6.2.1 Compensation shall be based on the method of compensation as stated in in Exhibit B or as otherwise set forth in a mutually agreed Change Order or Amendment.

6.2.1.1 For lump sum items, Exhibit B shall contain a breakdown of the various elements of the Services comprising

the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

6.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit B. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

6.3 Withheld Payment

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the County incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Subconsultants.

6.4 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

6.5 Availability of Funds

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

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 SUBCONSULTANTS

9.1 Subconsultants

9.1.1 Consultant may obtain the assistance of other design professionals ("Subconsultants") by subcontract for the performance of a portion of these Services, provided that any such Subconsultant shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subconsultant(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 Subconsultants specifically named by Consultant in Consultant's proposal.

9.1.2 The County reserves the right to disqualify any Subconsultant based upon unsatisfactory performance. If a Subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subconsultant 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 Subconsultant 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 with 4-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Contractor

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

14.2 Taxes

14.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

14.3 Publicity and Advertising

14.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

14.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

14.4 Examination of Consultant's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

14.6 Arbitration

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

14.7 Disputes

If any dispute between the County and Consultant under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

14.8 Assignment and Arrears

14.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

14.8.2 The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14.9 Severability

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.10 Section Headings

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

14.11 Disclaimer of Third-Party Beneficiaries

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

14.12 No Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a

waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

14.13 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14.14 Conflict of Interest

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the Consultant under the terms of this Agreement.

14.15 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

14.16 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

14.17 Modifications, Amendments, Waivers and Extensions

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

14.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

14.19 Convicted and Discriminatory Vendor Lists

Consultant warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory

vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

14.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.21 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

14.22 Nondiscrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

14.23 Drug Free Workplace

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies

that it has and will maintain a drug-free workplace program for the duration of this Agreement.

14.24 Public Records

14.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof:

i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.24.3 Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

14.25 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

14.26 Contingency Fee

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

14.27 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County, FL
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear
Email Address: jlocklear@sjcfl.us

Olsen Associates, Inc
2618 Herschel Street
Jacksonville, FL 32204
Attn: Dr. Albert Browder, VP / Corp. Secretary
Email Address: abrowder@olsen-associates.com

With a copy to:

St. Johns County, FL
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

14.28 Non-Exclusive Right

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

14.29 Truth-In-Negotiation Representation

By execution of this Agreement, Consultant hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.



County

St. Johns County, FL (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB
(Printed Name)

Director, Purchasing & Contracts Department
(Title)

4/24/24
(Date of Execution)

Consultant

Olsen Associates, Inc
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Albert E. Browder
(Printed Name)

Principal / V.P.
(Title)

22 April 2024
(Date of Execution)

ATTEST:

**St. Johns County, FL
Clerk of Circuit Courts & Comptroller**

By: [Signature]
(Deputy Clerk)

4/24/24
(Date of Execution)

Legally Sufficient:

[Signature]
(Office of County Attorney)

4/25/24
(Date of Execution)



CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Agreement No.:	Consultant Name:
Project:	Consultant Address:
Project Address:	Consultant License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this ___ day of _____, 20__

Consultant Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

EXHIBIT B

Proposal #23-47: Fee Schedule

SJC 23-47 COMPREHENSIVE BEACH MANAGEMENT PLAN 6-Mar-24
RFQ 23-47 Coastal Engineering Services

TOTAL \$ 540,484.00

Task #	Description	Amount (\$)
1.0	Task 1 - Project Coordination, Communications, Data Comp.	\$ 130,896.00
2.0	Task 2 - Inventory & Protection Reco's Turtles/Shorebirds	\$ 28,655.00
3.0	Task 3 - Coastal Engineering Analyses	\$ 112,667.00
4.0	Task 4 - Erosion Control Options	\$ 52,406.00
5.0	Task 5 - Economic Impacts & Benefits Analyses	\$ 162,274.00
6.0	Task 6 - Associated Beach Management Elements	\$ 30,561.00
7.0	Task 7 - Beach Management Plan and Draft Study	\$ 23,025.00

olsen associates, inc.

Olsen Associates, Inc.

2024-2025 Billing Rates & Key Personnel for BMP Proposal

Position	Name	\$ rate/hr
Principal	Albert E. Browder, Ph.D., P.E.	\$ 245
Principal	Christopher G. Creed, P.E.	\$ 245
Principal	Kevin R. Bodge, Ph.D., P.E.	\$ 245
Senior Engineer	Steven C. Howard, P.E.	\$ 180
Senior Engineer	William A. Hobensack, P.E.	\$ 180
Coastal Engineer III	Krista J. Egan, P.E.	\$ 127
Coastal Engineer II	Zachary N. Bedell, E.I.	\$ 122
Coastal Engineer II	Joe Jefferson, Ph.D., E.I.	\$ 122
Coastal Engineer I	Sergio A. Pena, E.I.	\$ 111
Coastal Engineer I	Luis Valderrama, E.I.	\$ 111
Draftsman/Designer (CADD)	Michael J. Lawson	\$ 95
Administrative Assistant	Heather D. Kalka	\$ 100

Prepared for: St. Johns County, FL

Project: RFQ 23-47

25-Jan-24

EXHIBIT C

MEMORANDUM



olsen
associates, inc.
Coastal Engineering

Date: 6 March January 2024 (rev.2)

To: Greg Lulkoski
Procurement Coordinator, St. Johns County BOCC Purchasing Division

From: Albert E. Browder, Ph.D., P.E., D.CE
Christopher G. Creed, P.E., D.CE

Re: RFQ 23-47
Comprehensive Beach Management Plan: St. Johns County, FL

Proposal for Plan Development and Coastal Engineering Services

Attached please find our revised Proposal #23-47 for the above-referenced project.

Please do not hesitate to contact us with any questions. Thank you.

Enc. - PROPOSAL #23-47
(inc. proposed schedule and Attachment #1 – Terms of Compensation)

SCOPE-OF-WORK:**COMPREHENSIVE BEACH MANAGEMENT PLAN****St. Johns County, FL****6 March 2024 (rev.2)**

The St. Johns County Board of County Commissioners, through the Disaster Recovery Department, is seeking to develop a Comprehensive Beach Management Plan (CBMP) for the Atlantic Ocean shoreline in the County (see **Figure 1**). This proposal details the execution of a beach management study, culminating in the development of a draft CBMP for final adoption by the County. The study and plan are intended to document beach management activities County-wide, identify and prioritize the needs and objectives for coastal protection, and provide guidance for future management, project implementation, and pre- and post-disaster recovery actions.

Compensation

Attachment 1 to this Proposal provides terms and amounts for compensation for the plan development work described herein.

Continued...



Figure 1 Location Map – St. Johns County Atlantic Ocean shoreline. Segment of the County beaches are described by FDEP “R-monument” survey ranges.

SCOPE-OF-WORK:**COMPREHENSIVE BEACH MANAGEMENT PLAN****St. Johns County, FL****06 March 2024 (rev 2)**

WORK PLAN

The objective of this effort is to perform numerous tasks relating to beach management along the St. Johns County, FL, Atlantic Ocean shoreline and document these efforts in a Beach Management Study document. This document will form the basis for the list of recommended actions to be developed as the CBMP and adopted by the County for implementation.

GENERAL SCOPE OF WORK ITEMS

- 1) The study will assemble and rely upon recently collected survey from the multiple beach projects along the County shoreline to assess historical and current shoreline and beach volume change trends and changes in inlet shoal features. This Scope of Work (SOW) does not include the collection of any new topographic or hydrographic survey data. Should it become necessary to collect new survey data, such efforts will necessitate additional scope and budget for Olsen Associates, Inc., to assist the County in this regard.
- 2) The study proposes field work associated with the mapping and documentation of beach-related environmental resources, principally targeted at nesting sea turtles, shorebirds, beach mice, and other endangered, threatened, and/or imperiled species and their habitats.
- 3) The study proposes field work associated with the collection of visitor information data to be used in support of the beaches economic impact analyses. It is noted that this effort potentially carries a great deal of overlap with similar survey needs from the County Tourism Office in the development of an updated Visitor Profile and Economic Impact study. The costs included herein cover both efforts, hence it is recommended that the Tourism Office be included in the development of the final study parameters (and potentially be approached as a cost-sharing partner given the shared goals).
- 4) The study assumes that a current list of coastal property parcel information will be provided by the County to assist in the economic analyses and the structure inventory compilation.

Task 1.0 PROJECT COORDINATION, COMMUNICATIONS & DATA COMPILATION

Subtask 1.1 Project Coordination -- The Consultant shall provide a trained and knowledgeable project manager(s) as Point-of-Contact throughout the project. That POC shall coordinate the efforts of all subcontractors, facilitate all communications with the County, and post 2-week progress and schedule updates to the County.

Subtask 1.2 Workshops & Client Education -- The Consultant shall participate in an initial kick-off meeting with the County to review the current status of the County's report and data holdings to determine the extent of available information, make arrangements for data sharing and download, and determine the general format and desired organization for data management. This meeting shall include a representative of the County GIS department to review similar items for the GIS database and to discuss the desired formatting for the organization of the database, the appearance and functionality of websites, dashboards, and data repositories.

The Consultant shall hold individual meetings with Board of County Commissioner (BOCC) member and County leadership, generally at three workshop stages in the process. The first such workshop meetings shall introduce the topics of beach management and basic beach behavior and coastal engineering fundamentals, shall identify the initial strategies of County beach management, and shall describe the organization approach to the study. A second workshop meeting would occur after the majority of the data compilation and coastal engineering analyses have been completed (Task 3.0) to discuss those findings, present initial concepts of beach management activities for the various areas of the County shoreline, and receive input from the BOCC and County leaders (public and/or private) regarding desired approaches for future management. A third workshop meeting would present the findings of the study and the recommendations for the CBMP.

Subtask 1.3 Applicability of Other Beach Management Program Examples. The Consultant shall review other established relevant beach management programs (approach and organization, history, future initiatives, and staffing levels) and how examples from other similar communities may be appropriate for consideration by St. Johns County (e.g., Flagler County, Miami-Dade County, Broward County, Palm Beach County, Town of Longboat Key, FL, South Amelia Island, Town of Hilton Head Island, among others). Consultant shall develop a short 1-2 page questionnaire for these other entities to facilitate the collection and organization of these data. The questionnaire would pose questions like A) the number of staff in each group dedicated at least half-time (or some high percentage) to beach management, beach funding, etc., B) what codes and ordinances these government agencies have that cover beach-related issues, C) methods of local funding, D) other funding mechanisms if available, E) other questions the County would like to pose.

Subtask 1.4 Review & Assessment of Existing County Beach Codes and Policies – The Consultant team shall review the existing County beach-related ordinances, codes, and policies to assess the need for potential changes or additions to improve or better protect beach resources and environmental habitat seaward of the Coastal Construction Control Line (CCCL), including the potential impacts of drainage issues in this zone. These ordinances and policies include the Beach Code, the Habitat Conservation Plan, and the relevant sections of the County Comprehensive Plan, Land Development Code and Emergency Management Plan. Similar policies from other local governments shall be assessed in this process. The review will result in written comments for recommended updates.

Subtask 1.5 Data Compilation – Following the kick-off meeting, the Consultant team shall collect and organize existing data, to include, but not necessarily be limited to:

- Beach management history information
- Coastal engineering studies related to Atlantic shoreline projects
 - Including Inlet Management Plans (IMPs), Coastal Feasibility Studies, project design reports, General Design Memorandums and Reevaluation Reports (GDMs and GRRs),
- Beach nourishment and coastal structure projects history
 - Project limits, dates, volumes, construction techniques, other details
- Beach project permits (prior and present)
 - Associated environmental documents (EAs, BAs, other NEPA-related documents)
- Shoreline, beach profile, inlet shoal and offshore survey data
 - County-wide and project specific datasets
 - Develop a “most recent condition” set of profile data based on existing data
 - Identify areas where significant gaps occur in the datasets and make recommendations on options to address those gaps
- Geotechnical analyses and borrow area development reports
 - Summarize native beach sediment characteristics based on existing data and literature
 - Summarize available sand volume information (including spatial information), to include both offshore and known upland sand mine sources
 - Identify areas where significant gaps occur in the datasets and make recommendations on options to address those gaps
- Environmental monitoring reports and data
 - Annual marine turtle nesting (date range TBD)
 - Shorebird nesting and presence data (date range TBD)
 - Beach mice presence (date range TBD)
 - Gopher tortoise habitats and occurrences (as data are available)

The data compilation shall support the establishment of beach segment boundaries, guided by geographic limits, political, and/or historical project boundaries. Project data and references shall be made available for inclusion in the Coastal geodatabase.

Subtask 1.6 Inventory of Coastal Structures – The Consultant shall compile a geo-located list of structures located along the shoreline seaward of the Coastal Construction Control Line (CCCL). This list shall include parcel IDs from the County’s property appraiser database and a description of structures located on each parcel. Structures found seaward of the CCCL include hotels, condominiums, single-family homes, park facilities, bulkheads, revetments, walkovers, and other structures. The list of structures will be identified through inspection of aerial photography provided by the County.

Task 1 Deliverables: Deliverables for this task shall include materials for the County workshops (Subtask 1.2: PDF- and Powerpoint-format versions of workshop presentations, in County format if desired), and a brief letter report of suggested modifications or additions to existing County codes (in PDF). Any associated formal correspondence shall likewise be provided to the County in PDF. Where applicable, deliverables shall likewise be submitted for inclusion in the County’s Coastal Geodatabase in the specific formats appropriate for inclusion, including GIS mapping elements. As appropriate, documents from Task 1 will be included as chapters or appendices in an overall Comprehensive Beach Management Study, the culmination of which will be the development of a Comprehensive Beach Management Plan to be adopted by the County.

Task 1 Schedule: The Consultant shall coordinate with the County to schedule and hold the kick-off meeting and any workshops and individual meetings to be held, assuming that the workshops will occur generally in the order described above and will occur a) within a few months of NTP, b) roughly halfway through the entire schedule, and c) within 1-2 months before project completion. The review of codes and policies shall occur within the first 3 months following NTP. The inventory of structures shall occur within 6 months of provision of the coastal parcel information from the County Property Appraiser’s database. These data will be updated throughout the study and as part of the final submittal of the CBMP (22 months from NTP).

2.0 ENVIRONMENTAL RESOURCES COMPILATION & ANALYSIS

Task 2 Inventory and Protection Recommendations for Endangered and Threatened Species – Using a qualified environmental subconsultant, the Consultant Team shall assemble a database of marine sea turtle nesting results along the County beaches extending back in time as far as the consistently available records allow (20-30 years, approx.). The inventory shall include descriptions by beach segment of total nesting by species, nest success, and several other parameters. Similarly, the team shall compile available beach mice and shorebird presence and nesting data for a comparable period, as available. Inventories shall be presented in tabular format, with summary tables. Data shall be provided in electronic format, *.xlsx format or other, for mapping purposes.

In conjunction with Task 1.5, above, the environmental subconsultant shall develop recommendations for the improved protection, restoration, and/or enhancement of listed Endangered and Threatened species and their associated habitats. The work shall include a field assessment of the array of currently available habitat types along the Atlantic shoreline. The assessment shall include consideration for invasive species currently occupying those habitats and steps to take to control or eliminate such species. Existing protections offered by the Beach Code, the Habitat Conservation Plan, and the relevant sections of the Land Development Code, shall be reviewed and included in the recommendations.

Task 2 Deliverables - Deliverables for this task shall include a written report including the tabulations of environmental resource data and the recommendations for improvements. The report is intended to be included as an appendix in the Beach Management Study. The report shall be provided in PDF. Any associated formal correspondence shall likewise be provided to the County in PDF. Where applicable, deliverables shall likewise be submitted for inclusion in the County's Coastal Geodatabase in the specific formats appropriate for the application.

Task 2 Schedule - Provision of the report and tabular data is anticipated to occur within 12 months of the issuance of an NTP. Inclusion of the data in the coastal database is anticipated to be completed within 6 months following completion of the report.

Task 3.0 COASTAL ENGINEERING ANALYSES

Subtask 3.1 Shoreline, Beach and Inlet Shoal Volume Change Analyses - Utilizing the compiled existing shoreline and beach volume change data and published literature, Consultant shall prepare a description of historic and current shoreline and beach volume change rates (erosion, accretion, stability, etc.). Changes in inlet shoal volumes and lateral extents shall be assessed and documented. Results shall be presented in both tabular and graphical formats. Results shall be referenced to existing published studies for comparison. Areas where data are lacking shall be noted to the attention of the County.

Subtask 3.2 Alongshore Sediment Transport Modeling and Analysis - Through numerical modeling techniques, the Consultant shall perform an alongshore sediment transport analysis for the entire St. Johns County, FL, Atlantic shoreline to evaluate transport trends, identify chronic erosional and accretional trends, and support the development of a County-wide sediment budget (Subtask 3.3). Existing topographic, hydrographic and wave climate data shall be utilized to support the implementation of a wave transformation and alongshore transport model applying the SWAN and UNIBEST models from Delft. Transport results will be presented in graphical format to describe erosion/accretion trends.

Subtask 3.3 Countywide Sediment Budget – Using the results of the subtasks above, the Consultant shall develop a Countywide Sediment Budget to describe the flows of sand into and out of various segments of the County shoreline. The approach shall follow typical cellular budget methods, similar to those utilized in the USACE Coastal Engineering Manual (CEM, 2003), and shall supplement that approach with techniques similar to the Family of Solutions technique (CEM, 2003) where results from the alongshore transport modeling allow to better describe sediment flow paths, especially around the two tidal inlets. The results of the sediment budget shall principally be presented graphically, with additional tabular information provided where appropriate for various cells in the budget. Results of the sediment budget analysis are expected to inform design decisions for future projects, particularly related to the two tidal inlets.

Task 3 Deliverables: Deliverables for this task shall include reports for the shoreline and volume change analyses (3.1) and the alongshore transport and sediment budget development (3.2 and 3.3) intended to be included as appendices in the Beach Management Study. Reports shall be provided in PDF. Any associated formal correspondence shall likewise be provided to the County in PDF. Where applicable, deliverables shall likewise be submitted for inclusion in the County's Coastal Geodatabase in the specific formats appropriate for the application. It is anticipated that a GIS thematic layer will be developed for presenting/hosting these data in the database.

Task 3 Schedule: Provision of the reports is anticipated to occur within 14 months of the issuance of an NTP.

Task 4.0 OPTIONS FOR EROSION CONTROL & BEACH/DUNE ENHANCEMENT

Task 4 Erosion Control Options – Building upon the coastal engineering analyses, the Consultant shall develop options for erosional control along the various segments of the County shoreline, ranging from No-Action and Managed Retreat options to beach nourishment, structural stabilization, and armoring. Options will be considered over a range of timelines, from near-term (3-5 yrs) to longer-term 20+ yr project horizons. This effort will include the ongoing role of the USACE in the current Shore Protection Project in St. Augustine Beach and the Coastal Storm Risk Management Project in South Ponte Vedra Beach/Vilano Beach as well as the possible expansion of Federal involvement in coastal protection in the County. For options that require the placement of beach compatible sand, the analysis will evaluate the sand volume needs in the short- and long-term, and relate those needs to the inventory developed in Task 1. Where deficits exist, those volume deficits will be quantified and potential avenues for developing sufficient sand resources will be detailed.

For each option, the Consultant shall evaluate sea level rise effects for the array of alternatives developed, starting with the No-Action alternative. The Consultant shall develop projections of sea level rise, to include the NOAA Intermediate High projections utilized by the FDEP. For each option, the effects of sea level rise and the ability of the option to enhance coastal resiliency will be evaluated.

Task 4 Deliverables: Deliverables for this task shall include a report detailing the options for erosion control, including opinions of quantities of material required, sea-level rise considerations, Reports shall be provided in PDF. Any associated formal correspondence shall likewise be provided to the County in PDF. Where applicable, deliverables shall likewise be submitted for inclusion in the County's Coastal Geodatabase in the specific formats appropriate for the application.

Task 4 Schedule: Provision of the options discussion report is anticipated to occur within 14 months of the issuance of an NTP.

5.0 ECONOMIC IMPACT & BENEFITS ANALYSES OF THE BEACHES

Subtask 5.1 Update of Annual Visitor Profile & Economic Impact Study - Using a qualified economics subconsultant, the Consultant Team shall collect visitor data to update the County annual Visitor Profile and Economic Impact Study. For purposes of the Beach Management Study, an enhanced level of survey detail and analysis will target beach-related tourism impacts from the overall data collection, and shall seek to separately identify different areas of the County beach strand for their economic impact. Data collection efforts will include collection of tourist tax income, hotel visit data, and other information already collected by the County Tourism Office, supplemented with field survey collection of visitor information at primary tourist destinations along the beaches, and an online resident survey of local beach visitation and perceived value of the beaches to the County.

Subtask 5.2 Assessment of Economic Value of the Beaches to the County, State, and Federal Government – From the data collected above, the economic subconsultant shall prepare a written report to describe

- Annual beach visitation statistics
- Annual direct tourism revenue from beach visitation and beach tourism
- Estimates of annual revenue for the County, State, and Federal governments
 - Details of the direct and indirect, or extended economic benefits
 - Details of the distribution of revenue from different County areas

In connection with this effort, these data shall be integrated into a thematic layer for inclusion into the Coastal Geodatabase to allow for spatial query and further analysis of the data.

Subtask 5.3 Project Cost and Funding Analysis - The Consultant shall develop a preliminary opinion of probable cost of each of the proposed project options in Task 4.0 for comparison of the alternatives and for future budgeting considerations. The cost analysis shall address the cost of initial construction, cost of future maintenance, and future maintenance frequency such that the average annual cost of alternatives can be evaluated for expected project life cycles.

Subtask 5.4 Evaluation of Funding Options. - The Consultant shall evaluate potential funding options for recommended alternatives and how they may be pursued and implemented for St. Johns County. Such options may include, but not be limited to, additional or expanded requests to the US Army Corps of Engineers; FDEP funding assistance; ongoing and future eligibility for FEMA public assistance funding, local MSBU options, bonds, etc. It is expected that the funding requirements and approach will continue to be non-uniform along the entire County shoreline, as development and public access conditions vary. The study will make recommendations for funding approaches that can be considered by the County and beachfront stakeholders for future implementation following selection of a preferred beach management approach and adopted plan.

It is assumed that plan adoption may include an agreed upon funding approach for selected projects.

Task 5 Deliverables: Deliverables for this task shall include the Annual Visitor Profile & Economic Impact Study report and the detailed assessment from that of the specific economic impact of the beaches, intended to be included as appendices in the Beach Management Study. Reports of findings for the project benefit analyses and funding sources shall be provided to the County, and shall ultimately be incorporated into the Beach Management Study. Reports shall be provided in PDF. Any associated formal correspondence shall likewise be provided to the County in PDF. Where applicable, deliverables shall likewise be submitted for inclusion in the County's Coastal Geodatabase in the specific formats appropriate for the application.

Task 5 Schedule: Provision of the reports is anticipated to occur within 18 months of the issuance of an NTP.

6.0 ASSOCIATED BEACH MANAGEMENT ELEMENTS

Subtask 6.1 Public Access Inventory – Utilizing existing aerial photography, existing data and access information from the County, and prior beach access development work for the northern portion of the County, the Consultant shall prepare a set of aerial-based plan view drawings at an appropriate scale(s) to depict the existing beach access locations and the corresponding alongshore extent of access derived from each access point. Local parcel boundaries, roads, major identifying landmarks, and local coordinates shall be included on the maps. Extents of access shall be based upon the current guidance provided by the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) for beach parking, access, and alongshore limits.

Subtask 6.2 Public Access Analyses and Report - Consultant shall prepare a brief report of findings regarding existing and potential beach access and parking along the St. Johns County, FL, Atlantic Ocean shoreline. On a segment-by-segment basis, with each segment generally consisting of a ½-mile reach of the Atlantic shoreline where applicable, Consultant shall make recommendations for the improvement of beach access, with the objective of improving not only public access to the beaches, but also identifying access areas that would assist in maximizing access for FDEP grant cost-sharing and potentially improving the Federal interest for cost-sharing in an existing or future Federal Coastal Storm Risk Management Project. Options shall be depicted graphically and in table format to illustrate the potential increase in public accessibility and Federal participation relative to existing conditions.

Subtask 6.3 Public engagement – The Consultant shall provide recommendations for the inclusion of public input in future beach management activities.

Subtask 6.4 Disaster Planning for Beach Projects – Following from Subtask 1.6, the Consultant shall review the relevant portions of the County Emergency Management Plan to assess the need and make recommendations for potential changes or additions to improve or better protect the public and the beach resources and environmental habitat seaward of the Coastal Construction Control Line.

Task 6 Deliverables – Deliverables shall include a PDF-based set of plan drawings depicting access locations. GIS-based shape files of access layer information shall be provided to the County for potential use in other applications and updates to the current County access database. Brief reports of findings in PDF shall be provided for public engagement and disaster planning recommendations, and these writings will be incorporated into the Beach Management Study.

Task 6 Schedule: Provision of the reports is anticipated to occur within 18 months of the issuance of an NTP.

7.0 DEVELOPMENT OF A BEACH MANAGEMENT PLAN

Subtask 7.1 Report Preparation and County Coordination. The Consultant shall prepare a draft beach management study report in PDF format and submit that to County staff for review, comment, and final input. The draft report shall include, but not be limited to, proposed recommendations by beach segment regarding probable project scope, sand source options, cost analysis, and a review of funding options that may be considered by the County and stakeholders. Following receipt of comments from County staff, the Consultant shall prepare a final report for submittal to the St. Johns County Board of County Commissioners. The finalized reports, results and recommendations of the Study and Plan will be prepared and included in the Coastal Geodatabase The Consultant shall also prepare for and present the results to County staff and/or BOCC, as necessary.

Task 7 Deliverables – Deliverables shall include the submittal of the draft and final PDF-based reports for the Beach Management Study and a PDF based copy of the Beach Management Plan. A GIS thematic layer of the plan objectives for different segments of the County shoreline will be developed.

Task 7 Schedule – Provision of the Draft Study is anticipated to occur within 22 months of the issuance of an NTP.

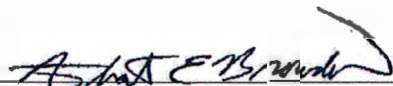
----- End of Contract Proposal SOW (see Attachment 1 for Compensation details) -----

PROPOSAL OFFER

This proposal is hereby offered on:

06 March 2024

By:



Albert E. Browder, Ph.D., P.E.

Its:

Principal, Vice-President and Corporate Secretary

ATTACHMENT #1 – TERMS OF COMPENSATION

COMPREHENSIVE BEACH MANAGEMENT PLAN

St. Johns County, FL

06 March 2024 (rev 2)

1.0 Specific Terms

1.1 For this Proposal #23-47, compensation shall be payable on a Not-to-Exceed (NTE) basis determined by the degree of services provided for the various segments of the work. For these services, the Consultant shall receive compensation in the NTE amount of **\$ Five Hundred Forty Four Hundred Eighty Four Dollars and Zero Cents (\$540,484.00)**, including allowance-funded services, if authorized by the County, for rendering all of the identified goods and services as indicated in this Scope of Work and “Proposal #23-47: Fee Schedule.”

The Consultant shall submit to the County invoices for the fees for those Services rendered. The Consultant shall submit one monthly invoice for all Services performed during invoiced month. The County will make payment in accordance with the Florida Prompt Payment Act upon receipt of a proper invoice.

1.2 Fee Schedule – The specific fees associated with rendering the identified goods and services of each subtask of this Contract, Phase I and Phase II, are provided in the attached table “Proposal #23-47: Fee Schedule.” These lump sum fees include all travel and direct costs associated with the work described in the Proposal.

Proposal #23-47: Fee Schedule

SJC 23-47 COMPREHENSIVE BEACH MANAGEMENT PLAN 6-Mar-24
RFQ 23-47 Coastal Engineering Services

TOTAL \$ 540,484.00

Task #	Description	Amount (\$)
1.0	Task 1 - Project Coordination, Communications, Data Comp.	\$ 130,896.00
2.0	Task 2 - Inventory & Protection Reco's Turtles/Shorebirds	\$ 28,655.00
3.0	Task 3 - Coastal Engineering Analyses	\$ 112,667.00
4.0	Task 4 - Erosion Control Options	\$ 52,406.00
5.0	Task 5 - Economic Impacts & Benefits Analyses	\$ 162,274.00
6.0	Task 6 - Associated Beach Management Elements	\$ 30,561.00
7.0	Task 7 - Beach Management Plan and Draft Study	\$ 23,025.00

olsen associates, inc.

Olsen Associates, Inc.

2024-2025 Billing Rates & Key Personnel for BMP Proposal

Position	Name	\$ rate/hr
Principal	Albert E. Browder, Ph.D., P.E.	\$ 245
Principal	Christopher G. Creed, P.E.	\$ 245
Principal	Kevin R. Bodge, Ph.D., P.E.	\$ 245
Senior Engineer	Steven C. Howard, P.E.	\$ 180
Senior Engineer	William A. Hobensack, P.E.	\$ 180
Coastal Engineer III	Krista J. Egan, P.E.	\$ 127
Coastal Engineer II	Zachary N. Bedell, E.I.	\$ 122
Coastal Engineer II	Joe Jefferson, Ph.D., E.I.	\$ 122
Coastal Engineer I	Sergio A. Pena, E.I.	\$ 111
Coastal Engineer I	Luis Valderrama, E.I.	\$ 111
Draftsman/Designer (CADD)	Michael J. Lawson	\$ 95
Administrative Assistant	Heather D. Kalka	\$ 100

Prepared for: St. Johns County, FL
Project: RFQ 23-47

25-Jan-24

SJC 23-47 COMPREHENSIVE BEACH MANAGEMENT PLAN FEMA Cat B Emergency Berms

RFQ-23-47 Coastal Engineering Services

\$ 540,484.00

EXHIBIT B

25-Jan-24

ESTIMATE OF LABOR AND EXPENSES FOR NTE AMOUNTS

OAI and subcontractors

Task 1 - Project Coordination, Communications, Data Comp.

Subtotal \$ 130,896.00

DIRECT LABOR										
LABOR CATEGORY	1.1 ADMIN/ MGMT	1.2 Mtgs./ Wrkshps	1.3 Review BMPs	1.4 Review Regs	1.5 Data Compilation	1.6 Strux Inventory	Report Prep.	TOTAL HOURS	2024 RATE	COST
Principal Engineer	8	16	32	24	16	8	16	120	\$ 245	\$ 29,400.00
Senior Engineer								0	\$ 180	\$ -
Coastal Engineer III		40	40	40	16		16	152	\$ 127	\$ 19,304.00
Coastal Engineer II					24		24	48	\$ 122	\$ 5,856.00
Coastal Engineer I		80		16	80	40	80	296	\$ 111	\$ 32,856.00
Draftsman/Designer (CADD)						40		40	\$ 95	\$ 3,800.00
Administrative Assistant	16				8		8	32	\$ 100	\$ 3,200.00
SUBTOTAL DIRECT LABOR:										\$ 94,416.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG	\$ 12,000.00
CMAR	\$ 24,480.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 36,480.00

Task 2 - Inventory & Protection Reco's Turtles/Shorebirds

Subtotal \$ 28,655.00

DIRECT LABOR										
LABOR CATEGORY	ADMIN/ MGMT	Mapping/ Data Assy	Protection Recs				Report Prep.	TOTAL HOURS	2024 RATE	COST
Principal Engineer	4		2				2	8	\$ 245	\$ 1,960.00
Senior Engineer								0	\$ 180	\$ -
Coastal Engineer III			4				2	6	\$ 127	\$ 762.00
Coastal Engineer II								0	\$ 122	\$ -
Coastal Engineer I		8						8	\$ 111	\$ 888.00
Draftsman/Designer (CADD)		4						4	\$ 95	\$ 380.00
Administrative Assistant	4							4	\$ 100	\$ 400.00
SUBTOTAL DIRECT LABOR:										\$ 4,390.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG	\$ 22,000.00
CMAR	\$ 2,265.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 24,265.00

Task 3 - Coastal Engineering Analyses

Subtotal \$ 112,667.00

DIRECT LABOR										
LABOR CATEGORY	ADMIN/ MGMT	Engr./ Mapping	3.1 Shore/ Vol Change Anayses	3.2 Transport Modeling	3.3 Sediment Budget		Report Prep.	TOTAL HOURS	2024 RATE	COST
Principal Engineer			16	16	40		16	88	\$ 245	\$ 21,560.00
Senior Engineer								0	\$ 180	\$ -
Coastal Engineer III			40	24	40		40	144	\$ 127	\$ 18,288.00
Coastal Engineer II				160			40	200	\$ 122	\$ 24,400.00
Coastal Engineer I		24	120		120		80	344	\$ 111	\$ 38,184.00
Draftsman/Designer (CADD)		16					16	32	\$ 95	\$ 3,040.00
Administrative Assistant	8						8	16	\$ 100	\$ 1,600.00
SUBTOTAL DIRECT LABOR:										\$ 107,072.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG	\$ -
CMAR	\$ 5,595.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 5,595.00

Task 4 - Erosion Control Options

Subtotal \$ 52,406.00

DIRECT LABOR									
LABOR CATEGORY	ADMIN/ MGMT	Engr./ Design	Sand Needs	SLR Analysis	Resiliency Assmnt	Report Prep.	TOTAL HOURS	2024 RATE	COST
Principal Engineer	4	40	8	8	16		76	\$ 245	\$ 18,620.00
Senior Engineer							0	\$ 180	\$ -
Coastal Engineer III		40	40	8	40		128	\$ 127	\$ 16,256.00
Coastal Engineer II							0	\$ 122	\$ -
Coastal Engineer I		40	40	40			120	\$ 111	\$ 13,320.00
Draftsman/Designer (CADD)			16				16	\$ 95	\$ 1,520.00
Administrative Assistant	8					8	16	\$ 100	\$ 1,600.00
SUBTOTAL DIRECT LABOR:									\$ 51,316.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG	\$ -
CMAR	\$ 1,090.00
DSG	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 1,090.00

Task 5 - Economic Impacts & Benefits Analyses

Subtotal \$ 162,274.00

DIRECT LABOR									
LABOR CATEGORY	ADMIN/ MGMT	5.1 Visitor / Econ Impact	5.2 Beaches Econ Value	5.3 Cost and Funding	5.4 Funding Options	Report Prep.	TOTAL HOURS	2024 RATE	COST
Principal Engineer	8	4	8	8	8	8	44	\$ 245	\$ 10,780.00
Senior Engineer							0	\$ 180	\$ -
Coastal Engineer III				32	8	32	72	\$ 127	\$ 9,144.00
Coastal Engineer II							0	\$ 122	\$ -
Coastal Engineer I							0	\$ 111	\$ -
Draftsman/Designer (CADD)							0	\$ 95	\$ -
Administrative Assistant	4					4	8	\$ 100	\$ 800.00
SUBTOTAL DIRECT LABOR:									\$ 20,724.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG	\$ -
CMAR	\$ 6,550.00
DSG - Visitor/Econ	\$ 75,000.00
DGS - Beach Surveys	\$ 30,000.00
DSG - Beach Detail	\$ 30,000.00
	\$ -
	\$ -
subtotal	\$ 141,550.00

Task 6 - Associated Beach Management Elements

Subtotal \$ 30,561.00

DIRECT LABOR									
LABOR CATEGORY	ADMIN/ MGMT	6.1 Public Access Inventory	6.2 Public Access Recs	6.3 Public Engagement	6.4 Review Disaster Planning	Report Prep.	TOTAL HOURS	2024 RATE	COST
Principal Engineer	4	4	16	4	8	4	40	\$ 245	\$ 9,800.00
Senior Engineer							0	\$ 180	\$ -
Coastal Engineer III				8	8		16	\$ 127	\$ 2,032.00
Coastal Engineer II							0	\$ 122	\$ -
Coastal Engineer I		40	24			40	104	\$ 111	\$ 11,544.00
Draftsman/Designer (CADD)		16					16	\$ 95	\$ 1,520.00
Administrative Assistant	8						8	\$ 100	\$ 800.00
SUBTOTAL DIRECT LABOR:									\$ 25,696.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG	\$ 2,000.00
CMAR	\$ 2,865.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 4,865.00

Task 7 - Beach Management Plan and Draft Study

Subtotal \$ 23,025.00

DIRECT LABOR									
LABOR CATEGORY	ADMIN/ MGMT	Final Report Prep	Plan Devel.				TOTAL HOURS	2024 RATE	COST
Principal Engineer	4	8	16				28	\$ 245	\$ 6,860.00
Senior Engineer							0	\$ 180	\$ -
Coastal Engineer III		40	40				80	\$ 127	\$ 10,160.00
Coastal Engineer II							0	\$ 122	\$ -
Coastal Engineer I							0	\$ 111	\$ -
Draftsman/Designer (CADD)							0	\$ 95	\$ -
Administrative Assistant	4	4					8	\$ 100	\$ 800.00
SUBTOTAL DIRECT LABOR:									\$ 17,820.00

OUTSIDE SVCS/SUB-CONTRACTORS	
SERVICE	COST
CCG	\$ 3,000.00
CMAR	\$ 2,205.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
subtotal	\$ 5,205.00

3/6/2024

Schedule subject to change

23-47 St. Johns County, FL
Comprehensive Beach Management Plan

	Q2 2024			Q3 2024			Q4 2024			Q1 2025			Q2 2025			Q3 2025			Q4 2025			Q1 2026		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task 1 Coordination, Comms., Data Compilation	◆																							
Task 2 Env. Resources Compilation/Analysis																								
Task 3 Coastal Engineering Analysis																								
Task 4 Options for Erosion Control & Beach/Dune																								
Task 5 Economic Impact & Benefits Analysis																								
Task 6 Associated Beach Management Elements																								
Task 7 Development of a Beach Management Plan																								◆
PROGRESS UPDATES (every 2 weeks)	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**
Individual Meetings/Workshops																								

assumes NTP is 01 May 2024
coord. with BOCC or another County department requ.

olsen associates, inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm DENNY DOYLE, AGENT 7807 BAYMEADOWS RD E STE 100 JACKSONVILLE, FL 32256	CONTACT NAME: PEGGY MELE PHONE (A/C No., Ext): 9047373777 FAX (A/C No.): E-MAIL ADDRESS: PEGGY@DENNYDOYLE.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Florida Insurance Company INSURER C: <input type="checkbox"/> INSURER D: <input type="checkbox"/> INSURER E: <input type="checkbox"/> INSURER F: <input type="checkbox"/>
INSURED OLSEN ASSOCIATES INC 2818 HERSCHEL STREET JACKSONVILLE, FL 32204	NAIC # 25178 10739

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WATERCRAFT LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		98-BK-X282-9B	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			110 7253-A09-59C L13-0097-A09-59K	01/09/2023 01/09/2023	01/09/2024 01/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			98-BM-C190-4 B	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADD'L INSURED: ST JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, 500 SAN SEBASTIAN WAY, ST AUGUSTINE, FL

CERTIFICATE HOLDER ST JOHNS COUNTY, A POLITICAL S/D OF THE ST OF FL 500 SAN SEBASTIAN WAY ST AUGUSTINE, FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Client#: 1049728

OLSENASS2

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Olsen Associates, Inc 2618 Herschel Street Jacksonville, FL 32204	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Casualty and Surety Company		19038
	INSURER B : Argonaut Insurance Company		19801
	INSURER C : Great American Insurance Company		16691
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

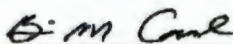
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB0K953650	10/29/2022	10/29/2023	<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
B	Professional Liability			121AE020397701	10/29/2022	10/29/2023	\$3,000,000 per claim \$3,000,000 annl aggr.
C	Maritime Emp Liab			OMH401662204	10/29/2022	10/29/2023	\$1,000,000 Per Occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.
 Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View Saint Augustine, FL 32084	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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