12	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

9/1/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **August 5, 2026**

FROM: **Jaime Locklear, Purchasing Director** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **Change Order No: 02 to Master Contract No: 24-PSA-FIR-19978 First Line Coastal, LLC., to complete Phase II Construction Services under RFQ No: 1712R; FEMA Category G - South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration.**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

On July 29,2024 the County issued a contract with First Line Coastal, LLC., for 1712R; FEMA Category G - South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration for a not-to-exceed amount of $575,734.21. On December 05, 2024 the County issued Change Order No: 01 to add additional scope to provide an environmental assessment, in the amount of $89,939.25 to bring the total Contract amount to $665,673.46. The County received a proposal dated June 25, 2026, for authorization of Phase II Construction Services in the amount of $1,375,156.32. During negotiation of the Professional Services Agreement, Phase II services were originally negotiated at $1,065,996.97. The $309,159.35 increase is primarily attributable to an additional five (5) weeks of Task 2.3, Construction Management & Survey, extending the originally negotiated duration from ten (10) weeks to fifteen (15) weeks needed to complete the project. Phase II Construction services include Public Communication, Preconstruction Surveys and Initiation, Construction Management & Survey, Environmental Survey and Monitoring, and Contractor and Agency Closeout, bringing the total not-to-exceed Agreement amount to $2,040,829.78. Staff recommends Board approval of Change Order No. 02 to Master Contract No: 24-PSA-FIR-19978 with First Line Coastal, LLC in accordance with the Change Order and Professional Services Agreement.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Emergency Events Fund, FD_1347-CC_1348-SC_54951 & SC_54952. The SPV Cat G project is split among three different storms: Ian (LPRJ_3061), Nicole (PRJ_00075), and Debby (PRJ_00076), representing the FEMA and FDEM budgeted portions. Additionally, SPV Cat G has FDEP funding (LPRJ_1721 & LRPJ_3159). These costs are already budgeted, and will be appropriated amongst each project according to the required storm splits.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, authorizing the County Administrator, or his designee, to execute and issue Change Order No: 02 to Master Contract No: 24-PSA-FIR-19978 First Line Coastal, LLC, to complete Construction Services under RFQ No: 1712R; FEMA Category G - South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration.

For Administration Use Only:
Legal: Jalisa Ferguson 8/18/2026 **OMB: JD 8/24/2026** **Admin: JDD 8/24/2026**

RESOLUTION NO. 2026 -_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND ISSUE CHANGE ORDER NO: 02 TO MASTER CONTRACT: 24-PSA-FIR-19978 TO FIRST LINE COASTAL, LLC., TO COMPLETE PHASE II CONSTRUCTION SERVICES UNDER RFQ 1712R; FEMA CATEGORY G – SOUTH PONTE VEDRA BEACH DUNE RESTORATION PROJECT DEVELOPMENT, DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION.

RECITALS

WHEREAS, on July 29, 2024, the County entered into a Professional Services Agreement with First Line Coastal, LLC under RFQ 1712R; FEMA Category G – South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration, to provide Phase I Project planning, permitting, and design services, with a not-to-exceed amount of $575,734.21, and upon determination of the need for an alternate borrow area, an additional not-to-exceed amount of $635,000.00; and

WHEREAS, on December 05, 2024 the County issued Change Order No: 01 to add additional scope to provide an environmental assessment, in the amount of $89,939.25 to bring the total Contract amount to $665,673.46; and

WHEREAS, the County received a proposal dated June 24, 2026, for authorization of Phase II Construction Services in the amount of $1,375,156.32. During negotiation of the Professional Services Agreement, Phase II services were originally negotiated at $1,065,996.97. The $309,159.35 increase is primarily attributable to an additional five (5) weeks of Task 2.3, Construction Management & Survey, extending the originally negotiated duration from ten (10) weeks to fifteen (15) weeks needed to complete the project. Phase II Construction services include Public Communication, Preconstruction Surveys and Initiation, Construction Management & Survey, Environmental Survey and Monitoring, and Contractor and Agency Closeout, bringing the total not-to-exceed Agreement amount to $2,040,829.78; and

WHEREAS, the County finds that executing the amendment to complete the work serves a public purpose; and

WHEREAS, the project will be funded by FEMA, Federal and State Grants.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to execute and issue Change Order No: 02, to Master Contract No: 24-PSA-FIR-19978 to First Line Coastal, LLC., in substantially the same form and format as attached, for completion of the work as specified, in accordance with the Contract.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this _____day of_____, 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

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

By: _____
Clay Murphy, Chair

By:_____
Deputy Clerk

CONTRACT CHANGE ORDER NO: 02

RFQ No: 1712R; FEMA Category G South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration

Master Contract No: 24-PSA-FIR-19978

Original Contract Date: July 29, 2024

Consultant: **First Line Coastal, LLC**
8586 Potter Park Drive
Sarasota, FL 34238

Date: **August 05, 2026**
Project: Authorization of Phase II: Construction

SCOPE OF WORK:

Change Order #02 is hereby issued to increase the Not-To-Exceed Amount of Master Contract #24-PSA-FIR-19978 by one million three hundred seventy-five thousand one hundred fifty-six dollars and thirty-two cents ($1,375,156.32) to authorize Phase II Construction services, as provided in the Consultant's proposal dated June 24, 2026 attached hereto. Phase II Tasks include Public Communication, Preconstruction surveys & initiation, construction management & survey, Environmental survey and monitoring, and contractor and agency closeout. During negotiation of the Professional Services Agreement, Phase II services were originally negotiated at $1,065,996.97. The $309,159.35 increase is primarily attributable to an additional five (5) weeks of Task 2.3, Construction Management & Survey, extending the originally negotiated duration from ten (10) weeks to fifteen (15) weeks needed to complete the project.

PAYMENT TERMS:

Original Not-to-Exceed Amount……..	$ 575,734.21
Net Change by previously authorized Change Orders …….	$ 89,939.25
Not-to-Exceed Amount prior to this Change Order……	$ 665,673.46
Not-to-Exceed Amount is hereby increased in the amount of ……..	$ 1,375,156.32
Revised Not-to-Exceed Amount including this Change Order ……	$ 2,040,829.78

SCHEDULE:

The Contract Time is hereby extended, as provided below:
Original NTP: 07/29/24 + 790 consecutive calendar days= 09/27/26 + 220 consecutive calendar days (CO#02) = 05/05/27 Final Completion (revised).

Acceptance of this Change Order shall constitute a modification to Master Contract No: 24-PSA-FIR-19978 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the Changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Consultant.

CONTRACT CHANGE ORDER NO: 02

RFQ No: 1712R; FEMA Category G South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration

Master Contract No: 24-PSA-FIR-19978

Original Contract Date: July 29, 2024

First Line Coastal, LLC	**St. Johns County, FL**
Representative Signature:	Representative Signature:
Printed Name & Title:	Printed Name & Title: Bryan Matus, CPPO Purchasing Manager
Date:	Date:

All terms and conditions of the above-referenced Master Contract dated July 29, 2024 remain in full force and effect. All invoices must reference Change Order #02. By approving this change order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this change order until funds are available in the appropriate line item.

FIRST LINE COASTAL

June 24, 2026

Ansley Wren-Key
Sr. Project Manager
Coastal Management
3171 Coastal Hwy
St. Augustine, FL 32084

RE: FEMA Category G – South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration – Phase 2 Proposal Updates

Ms. Wren-Key,

Please find the updated proposal below to provide engineering and consulting services during the construction phase of the subject project.

This proposal updates the previously submitted Phase 2 scope and fee to account for the potential of an extended construction duration associated with construction occurring during a season that was not originally anticipated during the development of the initial proposal. The revised Phase 2 proposal presented here is intended to replace the Phase 2 portion of the previously submitted proposal in its entirety.

Phase 2: Construction

Phase 2 is provided separately to pick up where Phase 1 left off, starting with public communication, through construction of the designed and permitted project and ending with final reporting and closeout.

Task 2.1 Public communication

a. Pre-construction notice mailings – deed research will be conducted for each property along the project fill area. A list of property owners, addresses, and mailing addresses will be generated to aid in the distribution of pre-construction mailers intended to notify property owners of the upcoming construction project. Flyers or postcards relaying details of the project and where to obtain additional information will be developed and sent to the County for review. Once approved, notices will be mailed to each owner's identified local and permanent mailing address.

b. Public geodatabase – a web map application will be developed utilizing the existing framework from the previous SPVB project database. The web map tool will provide the public project construction information. Specifically, the web map will include easement holdout locations, construction template information, public beach access closure schedules, equipment location, areas under construction, and anticipated tie-in types. The map will be updated regularly during construction.

c. Property boundary surveys – property easement research and boundary surveys will be conducted for each property not participating in the beach fill project. Property lines will be located and marked prior to equipment mobilization in the holdout area. The cost for this item assumes boundary surveys will be necessary for up to five properties under a single mobilization.

d. Public meetings – two team members will attend a public meeting prior to construction to provide support to the County and be available to answer relevant questions from the public.

Deliverables – informational flyer with project details, link to project geodatabase for inclusion on County website.

Task 2.2 Preconstruction surveys and initiation

a. Agency coordination and notifications – submission of documentation and notifications to regulatory agencies as required under the project authorizations prior to the start of construction.

b. Pre-construction meeting – First Line will schedule and lead an in-person pre-construction meeting prior to contractor mobilization. During the meeting, details of the contractor's work plan and project-specific topics will be discussed. Regulatory agencies will be invited to attend a portion of the meeting during relevant discussions in accordance with state and federal authorizations.

c. Submittal review and tracking – the team will review and track the status of contract- and permit- required submittals. Submittal status will be kept in a submittal register available to the project team. The team will ensure appropriate submittals have been transmitted and approved prior to the start of relevant work.

a. Pre-construction survey – a multibeam survey will be conducted of borrow area N1 within 60 days of the start of dredging. The survey will be conducted in a fashion that is compliant with the requirements described in the existing BOEM lease, and a borrow area survey report will be submitted no less than seven days prior to the start of dredging operations. A pre-construction survey along the FDEP reference monuments and at established interim profile lines will be conducted within 90 days prior to fill on that stretch of beach in order to fulfill requirements described in the FDEP permit and physical monitoring plan. If timing allows, as it pertains to the time of data collected under Task 1.5, the beach profile survey described under this task may be deemed unnecessary and removed from the scope. Data for the R-mon survey will be transmitted to FDEP in the appropriate format. Visual documentation of the structures along the west side of the fill template will be collected utilizing a 360-degree camera. This survey will serve to supplement pre-construction structural surveys that will be required by the contractor under the project contract.

Deliverables – pre-construction meeting notes, a completed submittal register, survey data in XYZ format and BA survey report for the project record, digital footage of the pre-construction structure photos/video.

Task 2.3 Construction management & survey

This task includes daily on-site monitoring, survey, and active fill template management during construction. The cost is provided on a weekly basis with an assumption that construction will last up to 15 weeks.

a. Construction oversight and reporting – daily, for the duration of construction, an engineer's representative will be on site to monitor contractor's progress and ensure the intent of the design and permits is being met. Site visit reports will be generated and submitted to the County. The web-based project progress map will be updated daily during construction. At least one representative will attend and participate in weekly progress meetings hosted by the contractor during construction operations. Additionally, the engineer or engineer's representative will review and approve payment applications submitted by the contractor.

b. Daily beach survey and template management – daily surveys of the project site will be performed as weather allows. Survey efforts will begin with a BD survey of the project site and continue daily to capture contractor pay and progress surveys on the beach. A three- to four-person team capable of conducting topographic and hydrographic surveys will be on-site for the duration of the project. As data is collected and received, volumes will be calculated, and cross sections will be assessed for fill completion and payment volumes. During construction, the project team has set aside time to make regular adjustments to the fill template to accommodate the County's budget. Additionally, the survey crew will stake out property boundaries for easement holdouts as needed during fill operations.

Deliverables – daily reports describing project progress, contractor payment application approval, running fill volume table for the project area.

Task 2.4 Environmental survey and monitoring

Task 2.4 is provided to cover costs for environmental monitoring and efforts prior to, during, and after construction operations. It is assumed that construction will take place during marine turtle nesting season and shorebird breeding season. The provided scope is intended to complete the relevant environmental monitoring tasks required for the calendar year in which construction occurs (year zero). Specific assumptions about each monitoring phase are described in the subtasks below.

a. Pre-construction – prior to construction activities on the project beach, marine turtle nest surveys will be conducted starting May 1, continuing through the start of contractor activities on the nesting beach. Daily early morning surveys will be conducted between R-76 and R-103.5, and nests will be relocated to an FWC-approved location. We have

assumed that pre-construction nesting surveys and relocations will be performed for nine (9) weeks to ensure construction will not be delayed as a result of marine turtle nests, with three nests relocated per week. Weekly escarpment surveys will also be performed in accordance with FDEP permit requirements. Additionally, prior to any activities on the project beach, a gopher tortoise survey will be conducted to identify tortoise burrows which may impact the project area. Included in this task, we have assumed that a total of 10 gopher tortoises will need to be relocated – 5 offsite and 5 onsite – prior to arrival of equipment.

b. During construction monitoring – marine turtle nest surveys and shorebird breeding surveys will be conducted daily throughout habitat-disturbing construction activities. Daily early morning surveys will be conducted between R-76 and R-103.5, and marine turtle nests will be relocated to an FWC-approved location in areas of the beach that have not been completed. We have assumed that during-construction shorebird and turtle nesting surveys and relocations will be performed for ten (10) weeks, with three nests relocated per week. Weekly escarpment surveys will also be performed.

c. Post-construction monitoring – after construction activities on the beach are completed, marine turtle nest surveys will continue daily through completion of marine turtle nesting season or two weeks after the last crawl – whichever is earlier. Shorebird surveys will be completed weekly through the end of the breeding season. Weekly escarpment surveys will also be performed and documentation submitted as required. We have assumed that post-construction environmental monitoring will be required for seven (7) weeks.

d. Seasonal monitoring – this subtask is provided to cover additional monitoring that may be required that is not covered by the previous tasks. Two coastal lighting surveys will be conducted during marine turtle nesting season. Lighting survey reports for each of the surveys will be prepared and submitted to the County for review. This subtask also includes the incremental cost to format environmental survey data collected in accordance with FWC and FDEP requirements into a format suitable for use with the County's HCP. This data will be submitted to the appropriate County representative weekly during monitoring efforts. Additionally, a monitoring summary report required for environmental surveys – marine turtles, shorebirds, escarpments, and lighting – will be prepared and submitted under separate cover to FDEP and FWC.

Deliverables – a map relaying the results of the pre-construction gopher tortoise survey, daily reports describing marine turtle nest and shorebird monitoring surveys and observations or relocations made during the surveys, weekly escarpment survey reports, weekly submission of HCP-required data to the appropriate County personnel, lighting survey reports, and an environmental summary report submitted to County staff and relevant agencies.

Task 2.5 Contractor and agency closeout

a. As-built drawings – drawings incorporating the most recent data collected at the beach and borrow site will be developed. As-built drawings will include variations to the pre-construction submitted project design and will be prepared in a format suitable for submission to regulatory agencies.

b. Post-construction surveys – a multibeam survey will be conducted of borrow area N1 within 60 days of project completion. The survey will be conducted in a fashion that is compliant with the requirements described in the existing BOEM lease and FDEP physical monitoring plan. Following completion of the post-construction borrow area survey, a survey report will be prepared and submitted to BOEM. A post-construction survey along the FDEP reference monuments will be conducted within 60 days following project completion in order to fulfill requirements described in the FDEP permit and physical monitoring plan. Data for both the post-construction borrow area and R-mon surveys will be transmitted to FDEP. Visual documentation of the structures along the west side of the fill template will be collected utilizing a 360-degree camera. This survey will serve to supplement post-construction structural surveys that will be required by the contractor under the project contract. FDEP-required post-construction sediment testing will be conducted. Sediment sample collection and testing will be conducted in accordance with the approved sediment QA/QC plan. Test results and analysis report will be submitted to FDEP within 90 days following project completion.

c. Project record – a file including relevant project documents – including but not limited to – design documents, final permits, construction submittals and reports, contractor payment applications, and a final project report – will be compiled and delivered electronically to the County.

d. Post-construction agency notifications – preparation and submittal of a final project report to the relevant agencies – FDEP, USACE, and BOEM – as required by project authorizations.

Deliverables – Signed and sealed as-built drawings, post-construction borrow area report - including data, post-construction R-mon survey data, final project report suitable for submission to FDEP, USACE, and BOEM, digital footage of the post-construction structure photos/video, sediment testing results and analysis report, and an electronic project record encompassing relevant project documents and files for the County's records.

Cost and schedule

The work proposed in Phase 2 of the above scope will be performed and invoiced as described in the table below. Any as-needed items will only be exercised with written approval from the County.

Task	Description	Unit	Qty	Unit Cost	Total
2.1	Public communication	LS	1	$ 43,462.55	$ 43,462.55
2.2	Preconstruction surveys & initiation	LS	1	$ 82,098.37	$ 82,098.37
2.3	Construction management & Survey	Week	15	$ 62,216.62	$ 933,249.30
2.4	Environmental survey and monitoring	LS	1	$ 210,597.59	$ 210,597.59
2.5	Contractor and agency closeout	LS	1	$ 105,748.51	$ 105,748.51
				Phase 2 Total	**$ 1,375,156.32**

Should you have any questions or require any additional information, please to not hesitate to contact me at (941) 320-0241 or by email at: mstroik@FirstLineCoastal.com

Sincerely,



Mark Stroik
Project Manager, VP

FIRST LINE COASTAL

Cost Detail

for

FEMA Category G - South Ponte Vedra Beach Dune Restoration

Phase 2: Bidding and construction

Task 2.2 Public communication

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	0	$	-
Project Manager	$	162.43	18.5	$	3,004.96
Task Manager	$	141.95	27.5	$	3,903.56
Admin Assistant	$	88.75	98.5	$	8,741.88
Draftsman / Designer	$	113.97	32	$	3,647.18
Construction Inspector	$	109.19	5	$	545.97
Labor Total				$	19,843.55

Subconsultant		Rate	Quantity		Extension
Oceanside Solutions	$	1.00	18500	$	18,500.00
CMAR Consulting	$	1.00	4300	$	4,300.00
Subconsultant Total				$	22,800.00

Expenses		Rate	Quantity		Extension
Supplies	$	1.00	819	$	819.00
Expenses Total				$	819.00

Task 2.2 Public communication	**Total**	**$ 43,462.55**

Task 2.3 Preconstruction surveys and initiation

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	6	$	1,459.35
Project Manager	$	162.43	19	$	3,086.18
Task Manager	$	141.95	35	$	4,968.17
Admin Assistant	$	88.75	12	$	1,065.00
Sr. Engineer	$	228.61	18	$	4,114.98
Coastal Engineer III	$	171.46	44	$	7,544.24
Coastal Engineer II	$	131.04	10	$	1,310.37
Coastal Engineer I	$	116.01	48	$	5,568.70
Draftsman / Designer	$	113.97	40	$	4,558.97
Sr. Permitting Specialist	$	163.79	20	$	3,275.81
Sr. Construction Inspector	$	150.14	16	$	2,402.22
Construction Inspector	$	109.19	34	$	3,712.59
Field Survey / Biologist	$	109.19	8	$	873.55
Labor Total				$	43,940.12

Subconsultant		Rate	Quantity		Extension
Oceanside Solutions	$	1.00	35300	$	35,300.00
Subconsultant Total				$	35,300.00

Expenses		Rate	Quantity		Extension
Mileage	$	0.445	850	$	378.25
Lodging	$	150.00	12	$	1,800.00
Per Diem	$	40.00	12	$	480.00
Supplies	$	1.00	200	$	200.00
Expenses Total				$	2,858.25

Task 2.3 Preconstruction surveys and initiation	**Total**	**$**	**82,098.37**

Task 2.4 Construction management

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	26.25	$	6,384.64
Project Manager	$	162.43	146.25	$	23,755.45
Task Manager	$	141.95	345	$	48,971.97
Admin Assistant	$	88.75	30	$	2,662.50
Sr. Engineer	$	228.61	105	$	24,004.05
Coastal Engineer III	$	171.46	165	$	28,290.90
Coastal Engineer II	$	131.04	105	$	13,758.83
Coastal Engineer I	$	116.01	157.5	$	18,272.28
Draftsman / Designer	$	113.97	15	$	1,709.62
Sr. Construction Inspector	$	150.14	210	$	31,529.15
Construction Inspector	$	109.19	888.75	$	97,045.90
Labor Total				$	296,385.30

Subconsultant		Rate	Quantity		Extension
Oceanside Solutions	$	1.00	568,500	$	568,500.00
CMAR Consulting	$	1.00	10,500	$	10,500.00
Subconsultant Total				$	579,000.00

Expenses		Rate	Quantity		Extension
Mileage	$	0.445	10,200	$	4,539.00
Lodging	$	150.00	240	$	36,000.00
Per Diem	$	40.00	240	$	9,600.00
Equipment	$	1.00	4,725	$	4,725.00
Supplies	$	1.00	3,000	$	3,000.00

Expenses Total	$	57,864.00

Task 2.4 Construction management	**Total**	**$**	**933,249.30**

Task 2.5 Environmental survey and monitoring

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	16	$	3,891.59
Project Manager	$	162.43	19	$	3,086.18
Task Manager	$	141.95	130.25	$	18,488.69
Admin Assistant	$	88.75	28.5	$	2,529.38
Sr. Engineer	$	228.61	6	$	1,371.66
Coastal Engineer III	$	171.46	20	$	3,429.20
Coastal Engineer I	$	116.01	20	$	2,320.29
Draftsman / Designer	$	113.97	16	$	1,823.59
Sr. Permitting Specialist	$	163.79	109.75	$	17,976.01
Labor Total				$	54,916.59

Subconsultant		Rate	Quantity		Extension
Coastal Conservation Group	$	1.00	155681	$	155,681.00
Subconsultant Total				$	155,681.00

Task 2.5 Environmental survey and monitoring	**Total**	**$**	**210,597.59**

Task 2.6 Contractor and agency closeout

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	8	$	1,945.80
Project Manager	$	162.43	19	$	3,086.18
Task Manager	$	141.95	51	$	7,239.34
Admin Assistant	$	88.75	15	$	1,331.25
Sr. Engineer	$	228.61	32	$	7,315.52
Coastal Engineer III	$	171.46	50	$	8,573.00
Coastal Engineer II	$	131.04	32	$	4,193.17
Coastal Engineer I	$	116.01	48	$	5,568.70
Draftsman / Designer	$	113.97	24	$	2,735.38
Sr. Permitting Specialist	$	163.79	26	$	4,258.55
Sr. Construction Inspector	$	150.14	4	$	600.56
Construction Inspector	$	109.19	67.5	$	7,370.57

Labor Total			$	54,218.01

Subconsultant		**Rate**	**Quantity**		**Extension**
Oceanside Solutions	$	1.00	48600	$	48,600.00
Subconsultant Total				$	48,600.00

Expenses		**Rate**	**Quantity**		**Extension**
Mileage	$	0.445	900	$	400.50
Lodging	$	150.00	12	$	1,800.00
Per Diem	$	40.00	12	$	480.00
Supplies	$	1.00	250	$	250.00
Expenses Total				$	2,930.50

Task 2.6 Contractor and agency closeout	**Total**	**$ 105,748.51**

Phase 2: Bidding and construction	**Total**	**$ 1,375,156.32**

CONTRACT CHANGE ORDER NO: 01

1712R FEMA Category G - South Ponte Vedra Beach Dune Restoration
Project Development, Design, Permitting, and Construction Administration
Master Contract No: 24-PSA-FIR-19978

Consultant: **First Line Coastal, LLC**
8586 Potter Park Drive
Sarasota, FL 34238

Date: December 2, 2024
Project: Add Scope – Environmental Assessment

SCOPE OF WORK:

Change Order #01 is hereby issued to increase the Not-To-Exceed Amount of Master Contract No: 24-PSA-FIR-19978 by Eighty-Nine Thousand Nine Hundred Thirty-Nine dollars and Twenty-Five cents ($89,939.25) to provide an environmental assessment for the upcoming South Ponte Vedra Beach Dune Restoration Project, as provided in the Consultant's proposal dated November 15, 2024, attached hereto. The authorized work shall generally include the following tasks. Review previously collected and available data and If necessary, consider and select measures for mitigating identified adverse environmental impacts, and Environmental Assessment suitable for NEPA consultation and subsequent execution of BOEM lease for OCS sand resources.

PAYMENT TERMS:

Original Not-to-Exceed Amount	$	575,734.21
Net Change by previously authorized Change Orders	$	0.00
Not-to-Exceed Amount prior to this Change Order	$	575,734.21
Not-to-Exceed Amount is hereby increased in the amount of	$	89,939.25
Revised Not-to-Exceed Amount including this Change Order	$	665,673.46

SCHEDULE:

The Completion Time hereby remains, as provided below:
Original NTP: 07/29/24 + 790 consecutive calendar days = 09/29/26 Final Completion.

Acceptance of this Change Order shall constitute a modification to Master Contract No: 24-PSA-FIR-19978 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the Changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Consultant.

First Line Coastal, LLC	**St. Johns County, FL**
Representative Signature:	Representative Signature:
Printed Name & Title: Shelby Riffey, Vice President	Printed Name & Title: Leigh A. Daniels, CPPB Purchasing Manager
Date: 12/3/2024	Date:

All terms and conditions of the above-referenced Master Contract dated July 29, 2024, remain in full force and effect. All invoices must reference Change Order #01. By approving this change order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this change order until funds are available in the appropriate line item.

FIRST LINE COASTAL

November 15, 2024

Stephen Hammond
Coastal Environment Project Manager
Disaster Recovery
3171 Coastal Hwy
St. Augustine, FL 32084

RE: FEMA Category G – South Ponte Vedra Beach Dune Restoration Project - RFQ 1712R
Change Order 01

Mr. Hammond,

Please find the requested change order proposal below to provide an environmental assessment for the upcoming South Ponte Vedra Beach Dune Restoration Project.

Scope of Services

During consultation with Federal resource agencies, the County was informed that a new National Environmental Policy Act (NEPA) Environmental Assessment (EA) will be necessary to move forward with the project. Initially, it had been assumed that an existing EA could be used and updated in order to execute a BOEM lease agreement and modified Federal permit. Additionally, since the original scope was prepared, the federal Council on Environmental Quality (CEQ) implemented new NEPA regulations that will require additional consultation. The resulting additions to scope and fee are described below.

Task 1.6.a Environmental Assessment

Since it is not anticipated that the South Ponte Vedra Project will result in significant impacts to the natural, physical, or social resources in the project area, it is expected that an Environmental Assessment (EA) will satisfy NEPA requirements. Previously collected and available data will be compiled to develop the EA. If necessary, the EA will consider and select measures for mitigating identified adverse environmental impacts. According to the new CEQ NEPA regulations, the required general content of an EA includes:

- Purpose and need for proposed action
- Description of proposed action and alternatives
- Environmental consequences associated with the proposed action and alternatives, including overlapping and cumulative impacts
- Listing of agencies and persons consulted
- Analysis of the degree to which the undertaking may adversely affect Tribal Sacred sites (in both time and space)
- Analysis of the degree to which the action may adversely affect communities with environmental justice concerns
- Analysis of the degree to which the undertaking may adversely affect rights of Tribal Nations that have been reserved through treaties, statutes, or Executive Orders

Deliverables – Environmental Assessment suitable for NEPA consultation and subsequent execution of BOEM lease for OCS sand resources.

Cost and schedule

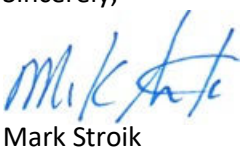
The additional work will be invoiced under Task 1.6 as described in the table below. The additional Lump Sum cost for Task 1.6 is $89,939.25, bringing the total contract cost to $665,673.46. We have provided a detailed cost estimate as an attachment.

The proposed work requires additional production and agency review time and will adjust our estimated Issued For Construction (IFC) bid package delivery date from May to August 2025. We have provided a detailed project schedule as an attachment.

Task	Description	Unit	Qty	Unit Cost	Total
1.6.a	Environmental Assessment	LS	1	$89,939.25	$89,939.25
Change Order Total					**$ 89,939.25**
Previous Contract Total					$ 575,734.21
Updated Contract Total					**$ 665,673.46**

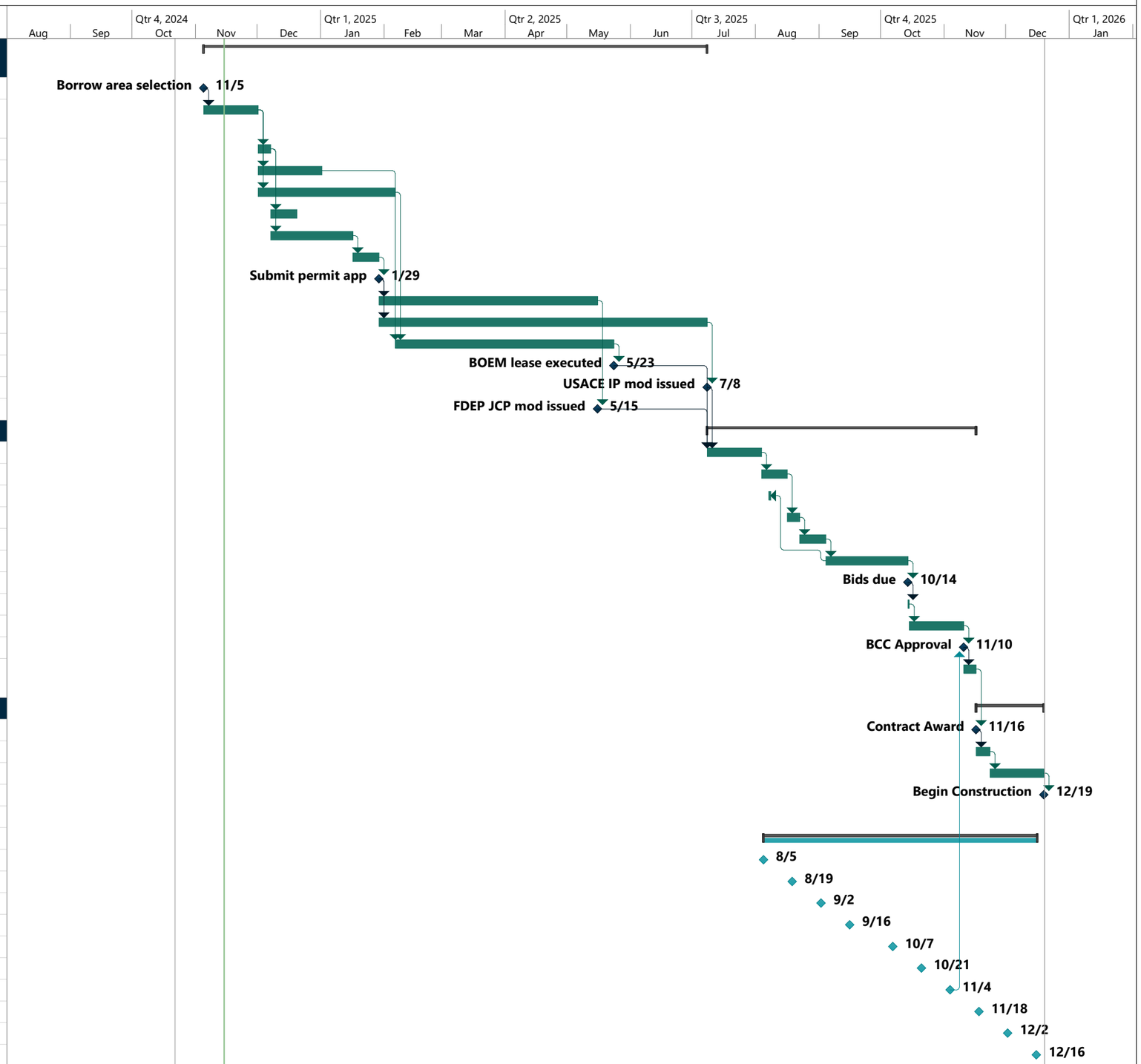
Should you have any questions or require any additional information, please do not hesitate to contact me at (941) 320-0241 or by email at: mstroik@FirstLineCoastal.com

Sincerely,



Mark Stroik
Project Manager, VP

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Borrow Area Development and Permitting**	**276 days**	**Tue 11/5/24**	**Tue 7/8/25**	
2	Borrow area selection	0 days	Tue 11/5/24	Tue 11/5/24	
3	Borrow area development and design enhancements	30 days	Tue 11/5/24	Sun 12/1/24	2
4	Pre-application meetings	7 days	Sun 12/1/24	Sat 12/7/24	3
5	Prepare lease app	35 days	Sun 12/1/24	Wed 1/1/25	3
6	Prepare new EA	75 days	Sun 12/1/24	Thu 2/6/25	3
7	Draft permit drawings	14 days	Sat 12/7/24	Fri 12/20/24	4
8	Prepare permit mod apps	45 days	Sat 12/7/24	Thu 1/16/25	4
9	County - review permit apps	14 days	Thu 1/16/25	Wed 1/29/25	8
10	Submit permit app	0 days	Wed 1/29/25	Wed 1/29/25	9
11	FDEP JCP mod review	120 days	Wed 1/29/25	Thu 5/15/25	10
12	USACE permit mod review	180 days	Wed 1/29/25	Tue 7/8/25	10
13	BOEM lease app review	120 days	Thu 2/6/25	Fri 5/23/25	5,6
14	BOEM lease executed	0 days	Fri 5/23/25	Fri 5/23/25	13
15	USACE IP mod issued	0 days	Tue 7/8/25	Tue 7/8/25	12
16	FDEP JCP mod issued	0 days	Thu 5/15/25	Thu 5/15/25	11
17	**Bid Document Prep and Solicitation**	**148 days**	**Tue 7/8/25**	**Sun 11/16/25**	
18	Draft plans and specs	30 days	Tue 7/8/25	Sun 8/3/25	14,15,16
19	County - review plans and specs	14 days	Mon 8/4/25	Sat 8/16/25	18
20	Pre-solicitation meeting	1 day	Thu 8/7/25	Fri 8/8/25	23SF-30 days
21	Finalize bid documents	7 days	Sat 8/16/25	Fri 8/22/25	19
22	County - prepare solicitation	14 days	Fri 8/22/25	Thu 9/4/25	21
23	Solicitation	45 days	Thu 9/4/25	Tue 10/14/25	22
24	Bids due	0 days	Tue 10/14/25	Tue 10/14/25	23
25	Contractor selection	1 day	Tue 10/14/25	Tue 10/14/25	24
26	BCC Meeting Prep	30 days	Wed 10/15/25	Mon 11/10/25	25
27	BCC Approval	0 days	Mon 11/10/25	Mon 11/10/25	26,42
28	County/Contractor Contract Review	7 days	Mon 11/10/25	Sun 11/16/25	27
29	**Construction**	**37 days**	**Sun 11/16/25**	**Fri 12/19/25**	
30	Contract Award	0 days	Sun 11/16/25	Sun 11/16/25	28
31	Contractor NTP	7 days	Sun 11/16/25	Sun 11/23/25	30
32	Construction initiation	30 days	Sun 11/23/25	Fri 12/19/25	31
33	Begin Construction	0 days	Fri 12/19/25	Fri 12/19/25	32
34					
35	**Estimated SJC BCC Meetings**	**150 days**	**Tue 8/5/25**	**Tue 12/16/25**	
36	Aug BCC Meeting - 1	0 days	Tue 8/5/25	Tue 8/5/25	
37	Aug BCC Meeting - 2	0 days	Tue 8/19/25	Tue 8/19/25	
38	Sept BCC Meeting - 1	0 days	Tue 9/2/25	Tue 9/2/25	
39	Sept BCC Meeting - 2	0 days	Tue 9/16/25	Tue 9/16/25	
40	Oct BCC Meeting - 1	0 days	Tue 10/7/25	Tue 10/7/25	
41	Oct BCC Meeting - 2	0 days	Tue 10/21/25	Tue 10/21/25	
42	Nov BCC Meeting - 1	0 days	Tue 11/4/25	Tue 11/4/25	
43	Nov BCC Meeting - 2	0 days	Tue 11/18/25	Tue 11/18/25	
44	Dec BCC Meeting - 1	0 days	Tue 12/2/25	Tue 12/2/25	
45	Dec BCC Meeting - 2	0 days	Tue 12/16/25	Tue 12/16/25	



FIRST LINE COASTAL

Cost Detail

for

FEMA Category G - South Ponte Vedra Beach Dune Restoration

Task 1.6.a CO-01: Agency coordination, lease, and permit app development

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	1	$	243.22
Project Manager	$	162.43	12	$	1,949.16
Task Manager	$	141.95	19	$	2,697.05
Admin Assistant	$	88.75	5	$	443.75
Sr. Engineer	$	228.61	11	$	2,514.71
Coastal Engineer III	$	171.46	20	$	3,429.20
Coastal Engineer II	$	131.04	7	$	917.28
Coastal Engineer I	$	116.01	8	$	928.08
Draftsman / Designer	$	113.97	20	$	2,279.40
Sr. Permitting Specialist	$	163.79	60	$	9,827.40
Labor Total				$	25,229.25

Subconsultant		Rate	Quantity		Extension
Aptim	$	1.00	64710	$	64,710.00
Subconsultant Total				$	64,710.00

Expenses		Rate	Quantity		Extension
Supplies	$	1.00	0	$	-
Expenses Total				$	-

Task 1.6.a CO-01: Agency coordination, lease, and permit app developmer	**Total**	**$ 89,939.25**

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 24-PSA-FIR-19978

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This Professional Services Agreement (hereafter "Agreement") is made this 25th day of July, 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 **First Line Coastal, LLC** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 8586 Potter Park Drive, Sarasota, Florida 34238, Phone: 941-320-0241, and E-mail: mstroik@firstlinecoastal.com for **RFQ NO. 1712R FEMA Category G - South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration**, hereinafter referred to as the "Project". Where referenced together, the County and Consultant shall collectively be referred to as the "Parties".

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

a) Fully Executed Amendments and/or Change Orders to this Agreement;
b) This Professional Services Agreement and all Exhibits and/or Attachments hereto:
    a. Exhibit A – Scope of Services
    b. Exhibit B – Fee Schedule
    c. Exhibit C – Grant Agreement 23SJ4
    d. Exhibit D - Appendix II to Part 200, Title 2
c) Request for Qualifications No. RFQ 1712R and all issued Addenda

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

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

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

1.1.5 All Submittals (whether in hard or electronic copy) prepared by or on behalf of Consultant in the course of the Services shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Consultant. Consultant grants the County a perpetual, royalty-free, license to use, copy, and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County's internal business purposes including without limitation, tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing, and/or upgrading the equipment, systems, facilities, and/or appurtenances related to the Services. Such license shall be capable of transfer and/or sub-licensing in whole or in part without notice to or further consent of Consultant. Consultant shall not be held liable for reuse of Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.6 Consultant shall perform no portion of the Services at any time without adequate Contract Documents, or as appropriate, approved Shop Drawings, Product D of Samples for such portion of the Services. If Consultant performs any

portion of the Services where Consultant knows or should know such Services involve a recognized error, inconsistency, or omission in the Contract Documents without notice to the Project Manager and the County, Consultant shall bear responsibility for such performance and shall bear the cost of correction. Consultant shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Submittals, to identify any inconsistency, ambiguity, error or omission which Consultant may discover with respect to these documents before proceeding with the affected Services. Consultant is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents shall be resolved through good faith efforts upon the part of the Consultant and the County. Should the Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Consultant within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager will render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest to the Project Manager's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest shall be submitted to the Purchasing Director, and shall state clearly and in detail the basis thereof. Failure by the Consultant to protest the Purchasing Director' determination within fourteen (14) calendar days shall constitute a waiver by Consultant of all its rights to further protest, judicial or otherwise. The County Administrator will consider the Consultant's protest and render its decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the County Administrator's decision, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the County Administrator's decision.

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

ARTICLE II AGREEMENT TERM

2.1 Term

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

ARTICLE III DEFINITIONS

3.1 Definitions

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

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

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

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

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

3.1.5 Change Order: A document providing the written modification to a previously issued Contract, adjusting contract

price, scope of work or completion time.

3.1.6 Compensation Method:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SERVICES

4.1 Scope of Services

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

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

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

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

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

ARTICLE V SCHEDULE

5.1 Schedule

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

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

ARTICLE VI COMPENSATION

6.1 General

The County agrees to pay and Consultant agrees to accept as compensation for the satisfactory performance of Phase 1 Services rendered pursuant to this Agreement, a not-to-exceed amount of **Five Hundred Seventy-Five Thousand Seven Hundred Thirty-Four dollars and Twenty-One cents ($575,734.21)**. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.1.1 An additional not-to-exceed amount of Six Hundred Thirty-Five Thousand dollars and Zero cents ($635,000.00) may be compensated to Consultant upon County authorization of services necessary for completion of Task 1.5.1 as stated

in Exhibit A. The Consultant shall not be entitled to any portion of this not-to-exceed amount until the County issues a Task Order for additional services.

6.2 Method of Payment

6.2.1 Compensation shall be based on the method of compensation as stated in Exhibit B, in accordance with the definitions provided herein under Article III, or as otherwise set forth in a mutually agreed Change Order or Amendment.

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

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

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

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

6.3 Withheld Payment

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

6.4 Final Payment

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

6.5 Availability of Funds

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

ARTICLE VII
OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys,

drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Consultant or Subconsultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

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

7.2 Confidentiality

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

ARTICLE VIII
AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 Authorized Representative

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

8.2 Personnel

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

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

ARTICLE IX SUB-CONTRACTORS

9.1 Sub-Contractors

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

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

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

under this Agreement.

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

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

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

ARTICLE XI TERMINATION

11.1 TERMINATION

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

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

11.1.3 The County may terminate this Agreement, in whole or in part, for cause or default. In the event of the Consultant's default, the County shall issue a Notice of Default to the Consultant, articulating the items which the County finds to be in default of the Contract Documents. Consultant shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Consultant fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause, and 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 Purchasing Director. 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 Purchasing Director 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 Purchasing Director 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 Purchasing Director' review of the contract claim, the Purchasing Director may request additional information from either party. The Parties are to provide the Purchasing Director 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 Purchasing Director 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 Purchasing Director 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 Purchasing Director 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

14.14.1 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.

14.14.2 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.

14.14.3 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 July 1, 2023.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the sub-consultant 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. 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.

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

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, electronic 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: Attn: Jaime Locklear
Email Address: jlocklear@sjcfl.us

First Line Coastal
8586 Potter Park Drive
Sarasota, FL 34238
Attn: Mark Stroik
Email Address: mstroik@firstlinecoastal.com

With a copy to:

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

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. 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 (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime T. Locklear
(Printed Name)

Purchasing Director
(Title)

7/25/24
(Date of Execution)

Consultant

First Line Coastal, LLC (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Shelby Riffey
(Printed Name)

Vice President
(Title)

7/24/2024
(Date of Execution)

ST JOHNS COUNTY
JUL 24 2024
PURCHASING

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

By: _____
(Deputy Clerk)

7/25/2024
(Date of Execution)

Legally Sufficient:

_____
(Office of County Attorney)

7/30/24
(Date of Execution)

CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	**County Department/Division:**
Agreement No.:	**Consultant Name: First Line Coastal, LLC**
Project:	**Consultant Address:** **8586 Potter Park Drive** **Sarasota, Florida 34238**
Project Address:	**Consultant License No.:**
Payment Amount:	**Amount of Disputed Claims:**

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

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

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

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

_____

_____

_____

Signed this __day of _____, 20__

_____
Consultant Name

By: _____
Signature

_____
Printed Name

_____
Title

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

FIRST LINE
COASTAL

June 24, 2024

Stephen Hammond
Coastal Environment Project Manager
Disaster Recovery
3171 Coastal Hwy
St. Augustine, FL 32084

RE: FEMA Category G – South Ponte Vedra Beach Dune Restoration Project Development, Design, Permitting, and Construction Administration - RFQ 1712R

Mr. Hammond,

Please find the requested proposal below to provide engineering and consulting services for the development, design, permitting, and construction administration of the South Ponte Vedra Beach Dune Restoration Project.

Scope of Services

The shoreline between FDEP Range Monuments (R-Mons) R76 and R103.5 – South Ponte Vedra Beach – was previously nourished in 2022; however, a series of storms has caused severe erosion, putting vital habitat and upland infrastructure at risk. St. Johns County is seeking to restore South Ponte Vedra Beach using FEMA Cat G funding and State funding. The scope and fee below is for the design, permitting, and construction administration services necessary to renourish this stretch of beach.

The scope of work is presented in three phases for permitting and design, construction, and outyear monitoring, respectively.

Phase 1: Project planning, permitting, and design

Task 1.1 Organization, strategy, and design enhancements

This task will provide a point of transition for the First Line team to collect and organize existing information for the project and gain a deeper understanding of the County's project priorities and desired direction. Initial discussions will be held during an on-site kickoff meeting. During this task the team will present strategic options for different project design objectives and come to a consensus on these strategies.

a. Borrow source strategy – the project team will provide an analysis of three different borrow source strategies – N3, N1, and a new borrow source. Each of these options will be evaluated for level of effort to implement into the project – including rough order of magnitude cost and schedule – and the pros and cons of each strategy will be presented based on the County's key objectives. This analysis will include preliminary discussions with BOEM to determine feasibility along with evaluation on the driving parameter affecting

site viability. A recommendation memo will be developed and presented to the County, with the intent to receive direction on borrow area selection for the project.

b. Project enhancements – First Line will evaluate the existing project design and identify opportunities for additional project enhancements and optimization. Some options that have already been discussed include expansion of the existing pipeline corridors, increasing parameters of the turbidity mixing zone, an amended dune planting plan, and alterations to the current beach design to enhance performance. Each of these options will be assessed for feasibility and cost/schedule implications. The assessment will require a desktop review for each option identified to determine the viability for immediate implementation or additional work needed. Beach profile optimization represents approximately one-third of the task effort and will exercise data collected via the SJC Beachfront Data Collection Facility (BDCF). A memo will be generated, and results will be discussed with County staff to present options and come to a consensus on a path forward.

c. Data gap analysis – existing data provided by the County and pulled from other sources will be stored and organized on a project SharePoint site. Based on the outcomes determined in Tasks 1.1.a and 1.1.b, an analysis will be performed to understand what additional data, if any, will be necessary to move forward with the agreed upon strategies.

Deliverables – a memo summarizing analysis of the borrow sources and providing recommendations, a memo describing design optimization options for the project and recommendations on how to proceed.

Task 1.2 Initial agency consultation

This task is for the initiation of agency and stakeholder involvement in the design and permitting portion of the project.

a. Initial consultations – during the planning and preparation process, discussions with various agencies and stakeholders outside of the formal pre-application meetings are anticipated. This subtask is intended to capture such discussions.

b. Pre-application meetings – after project strategies identified in Task 1.1 have been agreed upon, the First Line team will schedule and lead virtual pre-application meetings with the relevant regulatory agencies. Expected agency and stakeholder involvement includes FDEP, USACE, BOEM, and the GTM-NERR. The purpose of the meeting(s) will be to inform agencies of the proposed project modifications, solicit feedback on permitability, and identify any additional requirements for data collection necessary to implement the proposed permit modifications and move forward with a borrow area lease. An agenda and meeting materials with graphics will be drafted to clearly illustrate the elements of the request for modification. These meeting materials will be sent to SJC for review and a follow

up meeting will be scheduled to discuss any feedback. Meeting notes will be prepared and distributed for review following the meeting.

c. Establish final permitting plan – after meeting with agencies and stakeholders, First Line will consolidate recommendations and requirements discussed during the pre-application meetings to form a plan of action to move forward with a design and permit modifications. A memo will be generated describing the agreed upon path forward, highlighting any alterations to the assumptions made in this scope of work.

Deliverables – meeting notes from pre-application meetings, a project memo establishing the intended modifications to be made and describing any additional data necessary to move forward with modifications.

Task 1.3 Public outreach – as-needed

a. Easement campaign – this task has been provided to be used on an as-needed basis at the direction of the County. The cost provided in the table below is budgetary in nature for an assumed level of effort to accomplish the following. The team will provide limited content for public meeting presentations held by the County. Two qualified team members will plan to attend up to two public meetings to answer relevant questions and provide support for the County. The budget includes the development of property-specific drawings for 20 properties to provide a visual aid in demonstrating fill template details and tie ins to encourage public participation in the project. Property owner research will be conducted for 20 holdout properties with certified mailings sent to property owners. Project information and easements will be included in the mailings. One team member will attend ten (10) one-day site visits to specific holdout properties to answer questions with property owners about the details of the project and construction efforts. Task 1.3 will be billed on a Time & Materials (T&M) basis for work assigned by the County.

Deliverables – deliverables for this task will be defined during contract execution as-needed. Deliverable may include graphics or other content to be used in public meetings, property-specific drawings for holdouts, or development of informational flyers to be mailed to property owners.

Task 1.4 Data collection

a. Beach profile surveys – Topographic and hydrographic surveys will be performed along the beach profiles spaced approximately 500 feet apart at existing FDEP R-Mons and established interim profile lines. Data will be collected in a manner suitable for submission to FDEP with profiles extending 3,000 feet offshore. To the extent possible, the beach profile survey will be performed during construction document preparation in order to fulfill the pre-construction physical monitoring requirements described in FDEP Joint Coastal Permit No. 0340616-003-JC.

b. Borrow area survey – A multibeam bathymetric survey of borrow area N1 with 100 percent coverage and survey lines extending at least 500 feet beyond the edge of the dredge area will be conducted. Data collected during this survey will be utilized for construction bid documents. Depending on the timing of collection of this survey data as it relates to

anticipated start of construction, this survey may be determined to be unnecessary and eliminated from the scope, allowing the borrow area survey described under Task 2.3 to serve both purposes.

c. Sidescan survey (as-needed) – depending on results of discussions had during Task 1.2, a sidescan survey of the nearshore area may be necessary to expand the pipeline corridor. We have budgeted $30,000 to plan, execute, and process data associated with this effort. This subtask is provided as a budgetary number and will only be utilized if required by permitting agencies and approved by the County.

Deliverables – Survey data in XYZ format, side scan data in XTF format

Task 1.5 Borrow area development

This task is provided to solidify borrow area design based on discussions had under previous tasks. It is predicated on the assumption that an existing, previously designed borrow area will be selected and utilized for the project, requiring a cursory review of the previous design to ensure that it meets BOEM, FDEP, and other regulatory requirements and addresses dredgeability standards. If a new, undesigned borrow area is selected for the project, or if an expanded borrow area is created based on new geophysical, geological, and environmental data collection, additional work at additional cost will be required to design the new and/or previously undesigned sections of the borrow area(s).

a. Incorporate new and existing data – existing design elements and data will be adopted and updated with new data as necessary.

b. Validate material depositions – the project team will coordinate with their marine geologists to optimize the borrow area design as needed. Design cuts will be confirmed based on a variety of factors including deposit geometry, sediment quality, dredgeability, volume requirements, potential nearshore impacts, and relative cost of dredging the material. A compatibility analysis will be performed using existing data to ensure compliance with native beach material.

c. Design, layouts, templates – borrow area design layouts will be generated. Drawings will include horizontal and vertical limits of the proposed dredge area, dredge volume available according to the most recent survey, and section views.

Deliverables – final borrow area design drawings ready for implementation into permit drawings.

Task 1.5.1 New borrow area development [incremental cost] (as-needed)

This task is provided as an incremental budgetary number to cover additional costs that may be necessary for the development of a new, previously undesigned borrow area. The work in this task is to supplement work and costs in Task 1.5 should the County choose to pursue a new or extended borrow area during Task 1.1. The following lays out a conceptual sand search plan that will require further refinement based on the results of Task 1.1.

a. Desktop study – a desktop study of the existing geophysical and geological data with the area of investigation will be conducted using any known and available data sources. Once a survey area has been identified, a geophysical survey plan will be drafted for review.

b. Investigation permits – if the selected sand source is in federal OCS waters, the necessary investigation permits, including BOEM Geophysical and Geological permits, will be applied for.

c. Data collection - a combined reconnaissance- and design-level geophysical survey will be performed within the identified survey area. During survey operations, data will be actively reviewed, analyzed, and interpreted by a geoscientist as it is collected. If a significant potential sand source is identified during the reconnaissance phase, design-level and cultural resource level tracklines will be immediately created in the field to further delineate the potential sand source at a 30-meter line spacing. Upon completion, data will be process and interpreted. Vibracore locations will be identified at a sufficient spacing for borrow area design. Once approved for collection by BOEM (if required), vibracores will be collected within the proposed borrow area. Once complete, the samples will be processed and interpreted and a borrow area will be designed if the right material is identified during the course of the survey.

d. Borrow area design - the borrow area will be delineated based on the newly collected geophysical and geotechnical data (augmented by historical data, if available). Data will be reviewed and a compatibility analysis will be conducted to match the borrow area and the existing beach for optimum project performance. Based on the compatibility assessment, as well as the geophysical and geotechnical data, a new borrow area will be designed. This borrow area will be delineated based on the correlation of the existing chirp sub-bottom and geotechnical information (vibracore logs) to produce an isopach (sediment thickness) map of the beach compatible sand resources in the investigation area. The isopach data will then be combined with the processed bathymetric elevation data to determine the elevation of the beach compatible material. The borrow area will then be refined to include buffers to avoid any anomalies, hazards and protected environmental or cultural resources. Dredge optimization will also be considered.

e. Design, layouts, templates – borrow area design layouts will be generated. Drawings will include horizontal and vertical limits of the proposed dredge area, dredge volume available according to the most recent survey, and section views.

Deliverables – final borrow area design drawings ready for implementation into permit drawings.

Task 1.6 Agency coordination, lease, and permit application development

The effort described in this task is to coordinate with regulatory authorities to seek modifications to the state JCP permit, the federal Individual Permit, and the federal Borrow Area Lease for the SPV Beach Dune Restoration Project. The goal of these modifications is to authorize changes determined through the design process. Modifications to the design anticipated include revisions

to the borrow area(s), adjustment to the pipeline corridors and turbidity mixing zone, and potential variation in the beach template.

a. Update permit drawings – design drawings will be updated with modifications agreed upon in Task 1.2 and relevant data collected during Task 1.4. Drawings will be developed in a format suitable for submission to different agencies.

b. Develop BOEM lease agreement – a letter package to BOEM will be prepared requesting a new lease for federal OCS sand resources. Additionally, an updated Environmental Assessment (EA) document – based on previous, nearby NEPA OCS sand resource documentation – will be prepared and submitted. This will include recent environmental information and other data required by BOEM. The project team will coordinate with BOEM and resource agencies (NMFS) as-needed to ensure EA acceptance and lease issuance.

c. Permit acquisition (USACE and FDEP) – First Line staff will assemble the information and prepare the documentation required for the permit modification application packages. An updated Sediment QA/QC Plan will be developed and submitted with the permit mod application package. Draft application packages will be submitted to SJC for review. Comments and suggestions provided by the County will be incorporated and, if necessary, a meeting will be held to discuss feedback. Once approved, the application packages will be submitted to the agencies. Note, this task does not include submittal of permit fees. Additionally, this task includes completion of the PDC checklist and Pre-Construction Risk Assessment required under the 2020 SARBO. First Line will draft and respond to one RAI from each the FDEP and the USACE. The RAI response will be prepared and reviewed with the County prior to submittal. Once approved by the County, the RAI response will be submitted to the agencies.

d. Consultation with FWC – the project team will initiate discussions with FWC in order to obtain authorizations for marine turtle nest relocations and gopher tortoise relocations prior to the start of construction.

Deliverables – permit-level design drawings, a BOEM lease agreement for the use of federal OCS sand resources, permit modifications for existing FDEP and USACE permits, necessary authorizations for gopher tortoise and marine turtle nest relocations.

Task 1.7 Bid document preparation

a. Draft final plans and specifications – during this subtask, updated permit conditions and data collected during previous tasks will be incorporated into the existing plan and specification set. Technical specifications will cover quality control, measurement and payment, dredging, beach placement, survey, MEC requirements, and environmental control. Documents will be drafted in a format suitable for incorporation into the County's procurement package. Final draft bid documents will be provided for review by County staff.

b. Issued for Construction (IFC) plans and specifications – comments received from County staff during the draft review will be incorporated into a conformed construction set for project solicitation and construction.

c. Opinion of probable construction costs (OPCC) – an OPCC will be generated utilizing the final construction plans and specs. The OPCC will be broken down based on the agreed upon bid schedule and provided for discussion with the County team.

Deliverables – project plans and specifications - signed and sealed by an engineer registered in the State of Florida - in a format suitable for incorporation into the County's procurement package, opinion of probable construction cost

Task 1.8 Bid support

This task is to provide assistance to the County prior to and during the contractor solicitation process.

a. Pre-solicitation outreach – the First Line team will coordinate with the County's procurement department to schedule and lead a pre-solicitation meeting. The purpose of this meeting will be to provide advance notice and basic details to potential bidders about the upcoming project and solicit input for possible improved value. This pre-solicitation meeting would ideally occur during development of final plans and specifications.

b. Pre-bid meeting – once solicitation of the project has been advertised, First Line will prepare for and attend a pre-bid site visit meeting. The site visit will serve to discuss project details with potential bidders and answer any technical questions that may arise.

c. Amendments and Q&A – the First Line team will provide answers to technical questions submitted during the formal Q&A process. Additionally, updates to project drawings and technical specifications will be provided as necessary for up to two addendums.

Deliverables – notes from pre-solicitation meeting and pre-bid meeting as well as updated project drawings and/or specs as required for addendums. At the conclusion of the solicitation process, a final, conformed set of plans and specifications incorporating any changes occurring during solicitation will be generated for construction. A final evaluation of bids will be conducted and a recommendation for award will be issued.

Task 1.9 Project management

a. Monthly progress meetings – progress meetings with the County will be scheduled and led by the First Line team to formally update County staff on progress of the project. Progress meetings may be held more frequently if necessary during particular segments of project execution. These meetings will be to supplement more frequent, informal updates to the County.

b. As-needed project-specific meetings

c. Quarterly grant materials – project summaries required under state (FDEP) and federal (FEMA) grants will be prepared and submitted to the County for review each quarter. After County review, summary reports will be submitted to the respective agencies.

Cost and schedule

The work proposed in Phase 1 of the above scope will be performed and invoiced as described in the table below. Any as-needed items will only be exercised with written approval from the County.

Task	Description	Unit	Qty	Unit Cost	Total
1.1	Organization, optimization, and design enhancements	LS	1	$ 94,121.03	$ 94,121.03
1.2	Initial agency consultation	LS	1	$ 21,966.00	$ 21,966.00
1.3	Public outreach (as-needed)	LS	1	$ 62,596.01	$ 62,596.01
1.4	Data collection	LS	1	$ 112,746.54	$ 112,746.54
1.5	Borrow area development	LS	1	$ 37,805.79	$ 37,805.79
1.5.1	New borrow area development [incremental cost] (as-needed)	LS	1	$ 635,000.00	$ 635,000.00
1.6	Agency coordination, lease, and permit app development	LS	1	$ 116,530.19	$ 116,530.19
1.7	Bid document preparation	LS	1	$ 51,748.88	$ 51,748.88
1.8	Bid support	LS	1	$ 14,770.57	$ 14,770.57
1.9	Project management	LS	1	$ 63,449.20	$ 63,449.20
Phase 1 Total					**$ 1,210,734.21**

Phase 2: Construction

Phase 2 is provided separately to pick up where Phase 1 left off, starting with public communication, through construction of the designed and permitted project and ending with final reporting and closeout.

Task 2.1 Public communication

a. Pre-construction notice mailings – deed research will be conducted for each property along the project fill area. A list of property owners, addresses, and mailing addresses will be generated to aid in the distribution of pre-construction mailers intended to notify property owners of the upcoming construction project. Flyers or postcards relaying details of the project and where to obtain additional information will be developed and sent to the County for review. Once approved, notices will be mailed to each owner's identified local and permanent mailing address.

b. Public geodatabase – a web map application will be developed utilizing the existing framework from the previous SPVB project database. The web map tool will provide the public project construction information. Specifically, the web map will include easement holdout locations, construction template information, public beach access closure schedules, equipment location, areas under construction, and anticipated tie-in types. The map will be updated regularly during construction.

c. Property boundary surveys – property easement research and boundary surveys will be conducted for each property not participating in the beach fill project. Property lines will be located and marked prior to equipment mobilization in the holdout area. The cost for this item assumes boundary surveys will be necessary for up to five properties under a single mobilization.

d. Public meetings – two team members will attend a public meeting prior to construction to provide support to the County and be available to answer relevant questions from the public.

Deliverables – informational flyer with project details, link to project geodatabase for inclusion on County website.

Task 2.2 Preconstruction surveys and initiation

a. Agency coordination and notifications – submission of documentation and notifications to regulatory agencies as required under the project authorizations prior to the start of construction.

b. Pre-construction meeting – First Line will schedule and lead an in-person pre-construction meeting prior to contractor mobilization. During the meeting, details of the contractor's work plan and project-specific topics will be discussed. Regulatory agencies will be invited to attend a portion of the meeting during relevant discussions in accordance with state and federal authorizations.

c. Submittal review and tracking – the team will review and track the status of contract- and permit- required submittals. Submittal status will be kept in a submittal register available to the project team. The team will ensure appropriate submittals have been transmitted and approved prior to the start of relevant work.

a. Pre-construction survey – a multibeam survey will be conducted of borrow area N1 within 60 days of the start of dredging. The survey will be conducted in a fashion that is compliant with the requirements described in the existing BOEM lease, and a borrow area survey report will be submitted no less than seven days prior to the start of dredging operations. A pre-construction survey along the FDEP reference monuments and at established interim profile lines will be conducted within 90 days prior to fill on that stretch of beach in order to fulfill requirements described in the FDEP permit and physical monitoring plan. If timing allows, as it pertains to the time of data collected under Task 1.5, the beach profile survey described under this task may be deemed unnecessary and removed from the scope. Data for the R-mon survey will be transmitted to FDEP in the appropriate format. Visual documentation of the structures along the west side of the fill template will be collected utilizing a 360-degree camera. This survey will serve to supplement pre-construction structural surveys that will be required by the contractor under the project contract.

Deliverables – pre-construction meeting notes, a completed submittal register, survey data in XYZ format and BA survey report for the project record, digital footage of the pre-construction structure photos/video.

Task 2.3 Construction management & survey

This task includes daily on-site monitoring, survey, and active fill template management during construction. The cost is provided on a weekly basis with an assumption that construction will last 10 weeks.

a. Construction oversight and reporting – daily, for the duration of construction, an engineer's representative will be on site to monitor contractor's progress and ensure the intent of the design and permits is being met. Site visit reports will be generated and submitted to the County. The web-based project progress map will be updated daily during construction. At least one representative will attend and participate in weekly progress meetings hosted by the contractor during construction operations. Additionally, the engineer or engineer's representative will review and approve payment applications submitted by the contractor.

b. Daily beach survey and template management – daily surveys of the project site will be performed as weather allows. Survey efforts will begin with a BD survey of the project site and continue daily to capture contractor pay and progress surveys on the beach. A three- to four-person team capable of conducting topographic and hydrographic surveys will be on-site for the duration of the project. As data is collected and received, volumes will be calculated, and cross sections will be assessed for fill completion and payment volumes. During construction, the project team has set aside time to make regular adjustments to

the fill template to accommodate the County's budget. Additionally, the survey crew will stake out property boundaries for easement holdouts as needed during fill operations.

Deliverables – daily reports describing project progress, contractor payment application approval, running fill volume table for the project area.

Task 2.4 Environmental survey and monitoring

Task 2.4 is provided to cover costs for environmental monitoring and efforts prior to, during, and after construction operations. It is assumed that construction will take place during marine turtle nesting season and shorebird breeding season. The provided scope is intended to complete the relevant environmental monitoring tasks required for the calendar year in which construction occurs (year zero). Specific assumptions about each monitoring phase are described in the subtasks below.

a. Pre-construction – prior to construction activities on the project beach, marine turtle nest surveys will be conducted starting May 1, continuing through the start of contractor activities on the nesting beach. Daily early morning surveys will be conducted between R-76 and R-103.5, and nests will be relocated to an FWC-approved location. We have assumed that pre-construction nesting surveys and relocations will be performed for nine (9) weeks to ensure construction will not be delayed as a result of marine turtle nests, with three nests relocated per week. Weekly escarpment surveys will also be performed in accordance with FDEP permit requirements. Additionally, prior to any activities on the project beach, a gopher tortoise survey will be conducted to identify tortoise burrows which may impact the project area. Included in this task, we have assumed that a total of 10 gopher tortoises will need to be relocated – 5 offsite and 5 onsite – prior to arrival of equipment.

b. During construction monitoring – marine turtle nest surveys and shorebird breeding surveys will be conducted daily throughout habitat-disturbing construction activities. Daily early morning surveys will be conducted between R-76 and R-103.5, and marine turtle nests will be relocated to an FWC-approved location in areas of the beach that have not been completed. We have assumed that during-construction shorebird and turtle nesting surveys and relocations will be performed for ten (10) weeks, with three nests relocated per week. Weekly escarpment surveys will also be performed.

c. Post-construction monitoring – after construction activities on the beach are completed, marine turtle nest surveys will continue daily through completion of marine turtle nesting season or two weeks after the last crawl – whichever is earlier. Shorebird surveys will be completed weekly through the end of the breeding season. Weekly escarpment surveys will also be performed and documentation submitted as required. We have assumed that post-construction environmental monitoring will be required for seven (7) weeks.

d. Seasonal monitoring – this subtask is provided to cover additional monitoring that may be required that is not covered by the previous tasks. Two coastal lighting surveys will be conducted during marine turtle nesting season. Lighting survey reports for each of the surveys will be prepared and submitted to the County for review. This subtask also includes the incremental cost to format environmental survey data collected in accordance with FWC and FDEP requirements into a format suitable for use with the County's HCP. This data will be submitted to the appropriate County representative weekly during monitoring efforts. Additionally, a monitoring summary report required for environmental surveys – marine turtles, shorebirds, escarpments, and lighting – will be prepared and submitted under separate cover to FDEP and FWC.

Deliverables – a map relaying the results of the pre-construction gopher tortoise survey, daily reports describing marine turtle nest and shorebird monitoring surveys and observations or relocations made during the surveys, weekly escarpment survey reports, weekly submission of HCP-required data to the appropriate County personnel, lighting survey reports, and an environmental summary report submitted to County staff and relevant agencies.

Task 2.5 Contractor and agency closeout

a. As-built drawings – drawings incorporating the most recent data collected at the beach and borrow site will be developed. As-built drawings will include variations to the pre-construction submitted project design and will be prepared in a format suitable for submission to regulatory agencies.

b. Post-construction surveys – a multibeam survey will be conducted of borrow area N1 within 60 days of project completion. The survey will be conducted in a fashion that is compliant with the requirements described in the existing BOEM lease and FDEP physical monitoring plan. Following completion of the post-construction borrow area survey, a survey report will be prepared and submitted to BOEM. A post-construction survey along the FDEP reference monuments will be conducted within 60 days following project completion in order to fulfill requirements described in the FDEP permit and physical monitoring plan. Data for both the post-construction borrow area and R-mon surveys will be transmitted to FDEP. Visual documentation of the structures along the west side of the fill template will be collected utilizing a 360-degree camera. This survey will serve to supplement post-construction structural surveys that will be required by the contractor under the project contract. FDEP-required post-construction sediment testing will be conducted. Sediment sample collection and testing will be conducted in accordance with the approved sediment QA/QC plan. Test results and analysis report will be submitted to FDEP within 90 days following project completion.

c. Project record – a file including relevant project documents – including but not limited to – design documents, final permits, construction submittals and reports, contractor payment applications, and a final project report – will be compiled and delivered electronically to the County.

d. Post-construction agency notifications – preparation and submittal of a final project report to the relevant agencies – FDEP, USACE, and BOEM – as required by project authorizations.

Deliverables – Signed and sealed as-built drawings, post-construction borrow area report - including data, post-construction R-mon survey data, final project report suitable for submission to FDEP, USACE, and BOEM, digital footage of the post-construction structure photos/video, sediment testing results and analysis report, and an electronic project record encompassing relevant project documents and files for the County's records.

Cost and schedule

The work proposed in Phase 2 of the above scope will be performed and invoiced as described in the table below. Any as-needed items will only be exercised with written approval from the County.

Task	Description	Unit	Qty	Unit Cost	Total
2.1	Public communication	LS	1	$ 43,462.55	$ 43,462.55
2.2	Preconstruction surveys & initiation	LS	1	$ 82,289.62	$ 82,289.62
2.3	Construction management & Survey	Week	10	$ 62,369.62	$ 623,696.20
2.4	Environmental survey and monitoring	LS	1	$ 210,597.59	$ 210,597.59
2.5	Contractor and agency closeout	LS	1	$ 105,951.01	$ 105,951.01
				Phase 2 Total	**$ 1,065,996.97**

Phase 3: Biological and physical monitoring

The effort described in this phase of work will serve to fulfill the requirements described in the Physical Monitoring Plan for South Ponte Vedra Beach Restoration and biological monitoring required under Joint Coastal Permit No. 0340616-003-JC. This phase is presented as an annual cost for outyears following the construction project and assumes that the requirements for monitoring remain unchanged after issuance of permit modifications. In accordance with the existing monitoring plans, we recommend planning for 3 years of physical and environmental monitoring for the proposed work.

Task 3.1 Physical monitoring

a. Beach and offshore area – monitoring profile surveys will be conducted at each of the FDEP R-Mons with the bounds of the beach fill area and along the adjacent shoreline approximately 5,000 feet to the north and south (R-71 to R-109). Profile lines will start at the

structure or vegetation line and extend approximately 3,000 feet offshore. Data will be collected during a spring or summer month.

b. Physical monitoring engineers report - an engineering report, as described in Special Condition 28.c., will be drafted for review by the County. Comments and suggestions will be incorporated, and a final report along with the collected data will be transmitted to FDEP.

Deliverables – survey data in XYZ format for the beach, physical monitoring engineering report

Task 3.2 Environmental monitoring

This task will serve to fulfill the requirements described in Special Condition 20 of the FDEP permit for full marine turtle nesting seasons following a sand placement event.

a. Marine turtle nesting surveys – conducted daily during marine turtle nesting season – May 1 through October 31. Data will be collected in accordance with Table 1 in SC 20.b. of the FDEP permit and compared to the success criteria described.

b. Escarpment surveys – conducted weekly during marine turtle nesting season for the project area. Data will be collected in accordance with Table 1 in SC 20.b. of the FDEP permit.

c. Lighting surveys – conducted twice during marine turtle nesting season – between May 1 and May 15 as well as between July 15 and August 1. Data will be collected in accordance with Table 1 in SC 20.b. of the FDEP permit.

d. Data compilation and report – a report summarizing the data collected during each nesting season will be compiled and submitted to FWC and FDEP by January 15th of the year following that nesting season.

Deliverables – summary report compiling required data during the nesting season suitable for submission to FWC and FDEP.

Cost and schedule

The work proposed in Phase 3 of the above scope will be performed and invoiced as described in the table below. Phase 3 items will only be exercised with written approval from the County.

Task	Description	Unit	Qty	Unit Cost	Total
3.1	Physical monitoring	YR	3	$ 79,153.23	$ 237,459.69
3.2	Environmental monitoring	YR	3	$ 79,707.07	$ 239,121.21
				Phase 3 Total	**$ 476,580.90**

Exclusions and assumptions

The following is a list of specific exclusions that apply to this scope of work: .

- The scope described beyond Task 1.1 assumes that the County will select a borrow source for the project that has been previously developed to a certain degree
- The County will select a borrow source that is not currently leased for direct use by the County but is in close proximity to similar, previously-leased OCS sand resources that will require a simple, updated NEPA EA based off the EA for the already leased sand resource described.
- The production-based cost estimating tool referenced in Task 1.7 will contain proprietary intellectual knowledge which cannot be shared publicly. First Line will provide summary sheets production-based OPCC work products only.
- The proposed scope and fee assumes that all required pre-existing data, line work, and calculations will be made available to First Line Coastal for incorporation. If certain information is not available, it can be reproduced by First Line as an additional work item.
- Phase 2 scope and fee is provided for planning and budgeting purposes. Adjustments may be required based on final design, construction sequencing, and contractor selection.
- Cost is provided for 10 weeks of construction management beginning from mobilization through demobilization. This is an initial estimate and will vary based on numerous factors.
- Turtle surveys are beach-nesting only. On-board dredge monitoring will be designated as a contractor activity.
- The scope and fee provided for Task 1.5.1 is for planning purposes only and will likely vary based on a number of factors. What has been provided is a conceptual sand search plan based on our understanding of the project and will require further development.
- Task 1.5.1 is provided as an incremental cost to be used in conjunction with Task 1.5 if the County chooses to pursue a new borrow area. The task will be used on an as-needed basis, and the County will only be charged for the funds expended. Should additional work be required in order to achieve the County's goal of locating and designing a suitable borrow site for the project that is above and beyond what has been budgeted for an adjustment to the contract will be required.

Should you have any questions or require any additional information, please to not hesitate to contact me at (941) 320-0241 or by email at: mstroik@FirstLineCoastal.com

Sincerely,

Mark Stroik
Project Manager, VP

FIRST LINE COASTAL

Cost Detail

for

FEMA Category G - South Ponte Vedra Beach Dune Restoration

Phase 1: Project planning, permitting, and design

Task 1.1 Organization, optimization, and design enhancements

Labor Category	Rate	Quantity	Extension
Project Director	$ 243.22	18	$ 4,377.96
Project Manager	$ 162.43	18	$ 2,923.74
Task Manager	$ 141.95	34	$ 4,826.30
Admin Assistant	$ 88.75	9	$ 798.75
Sr. Engineer	$ 228.61	44	$ 10,058.84
Coastal Engineer III	$ 171.46	48	$ 8,230.08
Coastal Engineer II	$ 131.04	34	$ 4,455.36
Coastal Engineer I	$ 116.01	48	$ 5,568.48
Draftsman / Designer	$ 113.97	28	$ 3,191.16
Sr. Permitting Specialist	$ 163.79	24	$ 3,930.96
Labor Total			$ 48,361.63

Subconsultant	Rate	Quantity	Extension
Aptim	$ 1.00	27065	$ 27,065.00
Surfside Engineering	$ 1.00	18000	$ 18,000.00
Subconsultant Total			$ 45,065.00

Expenses	Rate	Quantity	Extension
Mileage	$ 0.67	320	$ 214.40
Lodging	$ 150.00	2	$ 300.00
Per Diem	$ 40.00	2	$ 80.00
Supplies	$ 1.00	100	$ 100.00
Expenses Total			$ 694.40

Task 1.1 Organization, optimization, and design enhancements **Total $ 94,121.03**

Task 1.2 Initial agency consultation

Labor Category	Rate	Quantity	Extension
Project Director	$ 243.22	2	$ 486.44
Project Manager	$ 162.43	3	$ 487.29
Task Manager	$ 141.95	4	$ 567.80
Sr. Engineer	$ 228.61	7	$ 1,600.27
Coastal Engineer III	$ 171.46	17	$ 2,914.82
Coastal Engineer II	$ 131.04	17	$ 2,227.68
Draftsman / Designer	$ 113.97	14	$ 1,595.58

Sr. Permitting Specialist	$ 163.79	28	$	4,586.12
Labor Total			$	14,466.00

Subconsultant	Rate	Quantity	Extension
Aptim	$ 1.00	7500	$ 7,500.00
Subconsultant Total			$ 7,500.00

Task 1.2 Initial agency consultation — **Total $ 21,966.00**

Task 1.3 Public outreach (as-needed)

Labor Category	Rate	Quantity	Extension
Project Director	$ 243.22	2	$ 486.44
Project Manager	$ 162.43	14	$ 2,274.02
Task Manager	$ 141.95	27	$ 3,832.65
Admin Assistant	$ 88.75	27	$ 2,396.25
Sr. Engineer	$ 228.61	7	$ 1,600.27
Coastal Engineer III	$ 171.46	130	$ 22,289.80
Coastal Engineer II	$ 131.04	30	$ 3,931.20
Coastal Engineer I	$ 116.01	16	$ 1,856.16
Draftsman / Designer	$ 113.97	92	$ 10,485.24
Sr. Permitting Specialist	$ 163.79	2	$ 327.58
Labor Total			$ 49,479.61

Subconsultant	Rate	Quantity	Extension
Aptim	$ 1.00	10000	$ 10,000.00
Subconsultant Total			$ 10,000.00

Expenses	Rate	Quantity	Extension
Mileage	$ 0.67	1920	$ 1,286.40
Lodging	$ 150.00	7	$ 1,050.00
Per Diem	$ 40.00	7	$ 280.00
Supplies	$ 1.00	500	$ 500.00
Expenses Total			$ 3,116.40

Task 1.3 Public outreach (as-needed) — **Total $ 62,596.01**

Task 1.4 Data collection

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Labor Category	Rate	Quantity	Extension
Project Manager	$ 162.43	4	$ 649.72
Task Manager	$ 141.95	16	$ 2,271.20
Admin Assistant	$ 88.75	6	$ 532.50
Sr. Engineer	$ 228.61	4	$ 914.44
Coastal Engineer III	$ 171.46	24	$ 4,115.04
Coastal Engineer II	$ 131.04	12	$ 1,572.48
Draftsman / Designer	$ 113.97	28	$ 3,191.16
Labor Total			$ 13,246.54

Subconsultant	Rate	Quantity	Extension
Oceanside Solutions	$ 1.00	99500	$ 99,500.00
Subconsultant Total			$ 99,500.00

Task 1.4 Data collection — **Total $ 112,746.54**

Task 1.5 Borrow area development

Labor Category	Rate	Quantity	Extension
Project Director	$ 243.22	2	$ 486.44
Project Manager	$ 162.43	8	$ 1,299.44
Task Manager	$ 141.95	10	$ 1,419.50
Admin Assistant	$ 88.75	6	$ 532.50
Sr. Engineer	$ 228.61	13	$ 2,971.93
Coastal Engineer III	$ 171.46	28	$ 4,800.88
Coastal Engineer II	$ 131.04	24	$ 3,144.96
Draftsman / Designer	$ 113.97	34	$ 3,874.98
Sr. Permitting Specialist	$ 163.79	4	$ 655.16
Labor Total			$ 19,185.79

Subconsultant	Rate	Quantity	Extension
Aptim	$ 1.00	18620	$ 18,620.00
Subconsultant Total			$ 18,620.00

Task 1.5 Borrow area development — **Total $ 37,805.79**

Task 1.5.1 New borrow area development

Labor Category	Rate	Quantity	Extension

Project Director	$ 243.22	4	$	972.88
Project Manager	$ 162.43	6	$	974.58
Task Manager	$ 141.95	12	$	1,703.40
Admin Assistant	$ 88.75	6	$	532.50
Sr. Engineer	$ 228.61	32	$	7,315.52
Coastal Engineer III	$ 171.46	36	$	6,172.56
Coastal Engineer II	$ 131.04	24	$	3,144.96
Draftsman / Designer	$ 113.97	40	$	4,558.80
Sr. Permitting Specialist	$ 163.79	26	$	4,258.54
Labor Total			$	29,633.74

Subconsultant	Rate	Quantity	Extension
Aptim	$ 1.00	600000	$ 600,000.00
Subconsultant Total			$ 600,000.00

Expenses	Rate	Quantity	Extension
Supplies	$ 1.00	5366.26	$ 5,366.26
Expenses Total			$ 5,366.26

Task 1.5.1 New borrow area development — **Total $ 635,000.00**

Task 1.6 Agency coordination, lease, and permit app development

Labor Category	Rate	Quantity	Extension
Project Director	$ 243.22	6	$ 1,459.32
Project Manager	$ 162.43	16	$ 2,598.88
Task Manager	$ 141.95	24	$ 3,406.80
Admin Assistant	$ 88.75	10	$ 887.50
Sr. Engineer	$ 228.61	38	$ 8,687.18
Coastal Engineer III	$ 171.46	48	$ 8,230.08
Coastal Engineer II	$ 131.04	30	$ 3,931.20
Coastal Engineer I	$ 116.01	40	$ 4,640.40
Draftsman / Designer	$ 113.97	66	$ 7,522.02
Sr. Permitting Specialist	$ 163.79	139	$ 22,766.81
Labor Total			$ 64,130.19

Subconsultant	Rate	Quantity	Extension
Aptim	$ 1.00	47300	$ 47,300.00
Coastal Conservation Group	$ 1.00	4500	$ 4,500.00
Subconsultant Total			$ 51,800.00

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Expenses		Rate	Quantity		Extension
Supplies	$	1.00	600	$	600.00
Expenses Total				$	600.00

Task 1.6 Agency coordination, lease, and permit app development **Total $ 116,530.19**

Task 1.7 Bid document preparation

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	21	$	5,107.62
Project Manager	$	162.43	10	$	1,624.30
Task Manager	$	141.95	16	$	2,271.20
Admin Assistant	$	88.75	2	$	177.50
Sr. Engineer	$	228.61	32	$	7,315.52
Coastal Engineer III	$	171.46	72	$	12,345.12
Coastal Engineer II	$	131.04	32	$	4,193.28
Coastal Engineer I	$	116.01	34	$	3,944.34
Draftsman / Designer	$	113.97	36	$	4,102.92
Sr. Permitting Specialist	$	163.79	12	$	1,965.48
Labor Total				$	43,047.28

Subconsultant		Rate	Quantity		Extension
Aptim	$	1.00	8000	$	8,000.00
Subconsultant Total				$	8,000.00

Expenses		Rate	Quantity		Extension
Mileage	$	0.67	480	$	321.60
Per Diem	$	40.00	2	$	80.00
Supplies	$	1.00	300	$	300.00
Expenses Total				$	701.60

Task 1.7 Bid document preparation **Total $ 51,748.88**

Task 1.8 Bid support

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	2	$	486.44
Project Manager	$	162.43	4	$	649.72
Task Manager	$	141.95	11	$	1,561.45

Sr. Engineer	$ 228.61	9	$	2,057.49
Coastal Engineer III	$ 171.46	34	$	5,829.64
Coastal Engineer II	$ 131.04	7	$	917.28
Draftsman / Designer	$ 113.97	14	$	1,595.58
Sr. Permitting Specialist	$ 163.79	3	$	491.37
Labor Total			$	13,588.97

Expenses	**Rate**	**Quantity**	**Extension**
Mileage	$ 0.67	480.00	$ 321.60
Lodging	$ 150.00	4.00	$ 600.00
Per Diem	$ 40.00	4.00	$ 160.00
Supplies	$ 1.00	100.00	$ 100.00
Expenses Total			$ 1,181.60

Task 1.8 Bid support **Total $ 14,770.57**

Task 1.9 Project management

Labor Category	**Rate**	**Quantity**	**Extension**
Project Director	$ 243.22	10	$ 2,432.20
Project Manager	$ 162.43	24	$ 3,898.32
Task Manager	$ 141.95	76	$ 10,788.20
Admin Assistant	$ 88.75	28	$ 2,485.00
Sr. Engineer	$ 228.61	17	$ 3,886.37
Coastal Engineer III	$ 171.46	40	$ 6,858.40
Coastal Engineer II	$ 131.04	20	$ 2,620.80
Sr. Permitting Specialist	$ 163.79	29	$ 4,749.91
Labor Total			$ 37,719.20

Subconsultant	**Rate**	**Quantity**	**Extension**
Aptim	$ 1.00	23750	$ 23,750.00
Subconsultant Total			$ 23,750.00

Expenses	**Rate**	**Quantity**	**Extension**
Mileage	$ 0.67	1000	$ 670.00
Lodging	$ 150.00	5	$ 750.00
Per Diem	$ 40.00	5	$ 200.00
Supplies	$ 1.00	360	$ 360.00
Expenses Total			$ 1,980.00

Task 1.9 Project management	Total $	63,449.20

Phase 1: Project planning, permitting, and design	Total $	1,210,734.21

Phase 2: Bidding and construction

Task 2.2 Public communication

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	0	$	-
Project Manager	$	162.43	18.5	$	3,004.96
Task Manager	$	141.95	27.5	$	3,903.56
Admin Assistant	$	88.75	98.5	$	8,741.88
Draftsman / Designer	$	113.97	32	$	3,647.18
Construction Inspector	$	109.19	5	$	545.97
Labor Total				$	19,843.55

Subconsultant		Rate	Quantity		Extension
Oceanside Solutions	$	1.00	18500	$	18,500.00
CMAR Consulting	$	1.00	4300	$	4,300.00
Subconsultant Total				$	22,800.00

Expenses		Rate	Quantity		Extension
Supplies	$	1.00	819	$	819.00
Expenses Total				$	819.00

Task 2.2 Public communication	Total $	43,462.55

Task 2.3 Preconstruction surveys and initiation

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	6	$	1,459.35
Project Manager	$	162.43	19	$	3,086.18
Task Manager	$	141.95	35	$	4,968.17
Admin Assistant	$	88.75	12	$	1,065.00
Sr. Engineer	$	228.61	18	$	4,114.98
Coastal Engineer III	$	171.46	44	$	7,544.24
Coastal Engineer II	$	131.04	10	$	1,310.37

Coastal Engineer I	$ 116.01	48	$	5,568.70
Draftsman / Designer	$ 113.97	40	$	4,558.97
Sr. Permitting Specialist	$ 163.79	20	$	3,275.81
Sr. Construction Inspector	$ 150.14	16	$	2,402.22
Construction Inspector	$ 109.19	34	$	3,712.59
Field Survey / Biologist	$ 109.19	8	$	873.55
Labor Total			$	43,940.12

Subconsultant	**Rate**	**Quantity**	**Extension**
Oceanside Solutions	$ 1.00	35300	$ 35,300.00
Subconsultant Total			$ 35,300.00

Expenses	**Rate**	**Quantity**	**Extension**
Mileage	$ 0.67	850	$ 569.50
Lodging	$ 150.00	12	$ 1,800.00
Per Diem	$ 40.00	12	$ 480.00
Supplies	$ 1.00	200	$ 200.00
Expenses Total			$ 3,049.50

Task 2.3 Preconstruction surveys and initiation	**Total**	**$ 82,289.62**

Task 2.4 Construction management

Labor Category	**Rate**	**Quantity**	**Extension**
Project Director	$ 243.22	17.5	$ 4,256.43
Project Manager	$ 162.43	97.5	$ 15,836.97
Task Manager	$ 141.95	230	$ 32,647.98
Admin Assistant	$ 88.75	20	$ 1,775.00
Sr. Engineer	$ 228.61	70	$ 16,002.70
Coastal Engineer III	$ 171.46	110	$ 18,860.60
Coastal Engineer II	$ 131.04	70	$ 9,172.56
Coastal Engineer I	$ 116.01	105	$ 12,181.52
Draftsman / Designer	$ 113.97	10	$ 1,139.74
Sr. Construction Inspector	$ 150.14	140	$ 21,019.43
Construction Inspector	$ 109.19	592.5	$ 64,697.27
Labor Total			$ 197,590.20

Subconsultant	**Rate**	**Quantity**	**Extension**
Oceanside Solutions	$ 1.00	379000	$ 379,000.00
CMAR Consulting	$ 1.00	7000	$ 7,000.00
Subconsultant Total			$ 386,000.00

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Expenses		Rate	Quantity		Extension
Mileage	$	0.67	6800	$	4,556.00
Lodging	$	150.00	160	$	24,000.00
Per Diem	$	40.00	160	$	6,400.00
Equipment	$	1.00	3150	$	3,150.00
Supplies	$	1.00	2000	$	2,000.00
Expenses Total				$	40,106.00

Task 2.4 Construction management	**Total $**	**623,696.20**

Task 2.5 Environmental survey and monitoring

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	16	$	3,891.59
Project Manager	$	162.43	19	$	3,086.18
Task Manager	$	141.95	130.25	$	18,488.69
Admin Assistant	$	88.75	28.5	$	2,529.38
Sr. Engineer	$	228.61	6	$	1,371.66
Coastal Engineer III	$	171.46	20	$	3,429.20
Coastal Engineer I	$	116.01	20	$	2,320.29
Draftsman / Designer	$	113.97	16	$	1,823.59
Sr. Permitting Specialist	$	163.79	109.75	$	17,976.01
Labor Total				$	54,916.59

Subconsultant		Rate	Quantity		Extension
Coastal Conservation Group	$	1.00	155681	$	155,681.00
Subconsultant Total				$	155,681.00

Task 2.5 Environmental survey and monitoring	**Total $**	**210,597.59**

Task 2.6 Contractor and agency closeout

Labor Category		Rate	Quantity		Extension
Project Director	$	243.22	8	$	1,945.80
Project Manager	$	162.43	19	$	3,086.18
Task Manager	$	141.95	51	$	7,239.34
Admin Assistant	$	88.75	15	$	1,331.25
Sr. Engineer	$	228.61	32	$	7,315.52

Coastal Engineer III	$ 171.46	50	$	8,573.00
Coastal Engineer II	$ 131.04	32	$	4,193.17
Coastal Engineer I	$ 116.01	48	$	5,568.70
Draftsman / Designer	$ 113.97	24	$	2,735.38
Sr. Permitting Specialist	$ 163.79	26	$	4,258.55
Sr. Construction Inspector	$ 150.14	4	$	600.56
Construction Inspector	$ 109.19	67.5	$	7,370.57
Labor Total			$	54,218.01

Subconsultant	Rate	Quantity	Extension
Oceanside Solutions	$ 1.00	48600	$ 48,600.00
Subconsultant Total			$ 48,600.00

Expenses	Rate	Quantity	Extension
Mileage	$ 0.67	900	$ 603.00
Lodging	$ 150.00	12	$ 1,800.00
Per Diem	$ 40.00	12	$ 480.00
Supplies	$ 1.00	250	$ 250.00
Expenses Total			$ 3,133.00

Task 2.6 Contractor and agency closeout — **Total $ 105,951.01**

Phase 2: Bidding and construction — **Total $ 1,065,996.97**

Phase 3: Biological and physical monitoring

Task 3.1 Physical monitoring

Labor Category	Rate	Quantity	Extension
Project Director	$ 254.17	2	$ 508.34
Project Manager	$ 169.74	15	$ 2,546.10
Task Manager	$ 148.34	10	$ 1,483.35
Admin Assistant	$ 92.74	1	$ 92.74
Sr. Engineer	$ 238.90	20	$ 4,777.95
Coastal Engineer III	$ 179.18	76	$ 13,617.35
Coastal Engineer II	$ 136.93	74	$ 10,133.05
Coastal Engineer I	$ 121.24	42	$ 5,091.88
Draftsman / Designer	$ 119.10	28	$ 3,334.89
Sr. Permitting Specialist	$ 171.16	28	$ 4,792.51
Labor Total			$ 46,378.17

FIRST LINE COASTAL

Cost Detail

for

FEMA Category G - South Ponte Vedra Beach Dune Restoration

Subconsultant		Rate	Quantity		Extension
Oceanside Solutions	$	1.00	30409.5	$	30,409.50
Subconsultant Total				$	30,409.50

Expenses		Rate	Quantity		Extension
Mileage	$	0.70	400	$	280.06
Lodging	$	156.75	10	$	1,567.50
Per Diem	$	41.80	10	$	418.00
Supplies	$	1.00	100	$	100.00
Expenses Total				$	2,365.56

Task 3.1 Physical monitoring — **Total $ 79,153.23**

Task 3.2 Biological monitoring

Labor Category		Rate	Quantity		Extension
Project Manager	$	169.74	2	$	339.48
Task Manager	$	148.34	66.5	$	9,864.30
Sr. Permitting Specialist	$	171.16	8	$	1,369.29
Labor Total				$	11,573.07

Subconsultant		Rate	Quantity		Extension
Coastal Conservation Group	$	1.00	68134	$	68,134.00
Subconsultant Total				$	68,134.00

Task 3.2 Biological monitoring — **Total $ 79,707.07**

Annual total $ 158,860.30

Phase 3: Biological and physical monitoring — **3 year total $ 476,580.90**

Resolution No. 2023-385

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **St. Johns County 2022 Hurricane Ian and Nicole Recovery Project**
   Agreement Number: **23SJ4**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

   Grantee Name: **St. Johns County** Entity Type: **Local Government**

   Grantee Address: **500 San Sebastian View, St. Augustine, FL 32084** FEID: **59-6000825** (Grantee)

3. Agreement Begin Date: **09/28/2022**
   Date of Expiration: **12/31/2025**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **St. Johns County**

   Project Description: **The project consists of construction.**

5. Total Amount of Funding: **$ 9,517,866.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	Laws of Florida Chapter 2022-272 SB4-A	$ 4,616,807.00
☒ State ☐Federal	FY23-24 GAA Section 142	$ 4,901,059.00
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	$ 9,517,866.00

6. Department's Grant Manager
   Name: **Alyssa Lamb** or successor
   Address: **Beach Management Funding Assistance, 2600 Blair Stone Road, MS #3601, Tallahassee, Florida 32399**
   Phone: **850-245-8353**
   Email: **Alyssa.M.Lamb@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Damon Douglas** or successor
   Address: **St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084**
   Phone: **904-209-0794**
   Email: **ddouglas@sjcfl.us**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808

☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

St. Johns County **GRANTEE**

Grantee Name

By _____ 10/16/23
(Authorized Signature) Date Signed

Joy Andreu, Interim County Administrator
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ 10/19/2023
Secretary or Designee Date Signed

Alec Reed Director - ORCP
Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

LEGALLY SUFFICIENT
Name
Date: 10/10/23

ORCP Additional Signatures

Alyssa Faust 10.17.23

DEP Grant Manager

Randall Wiesner 10.18.23

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. **Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. **Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. **Acceptance of Deliverables.**

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. **Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.
If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23SJ4

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is St. Johns County 2022 Hurricane Ian and Nicole Recovery Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
See Attachment 3, Grant Work Plan.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: St. Johns County 2022 Hurricane Ian and Nicole Recovery Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R-1 and R-198 along the Atlantic Ocean in St. Johns County, Florida. Specific project locations include the St. Johns County Dunes Project (R-1 to R-46.4, R-67 to R-76, R-117 to R-122.37, R-151 to R-193.65, and R-197 to R-198.35) and the South Ponte Vedra Beach Restoration Project (R-76 to R-103.5).

PROJECT BACKGROUND: The project shoreline sustained beach and dune erosion from Hurricane Ian (category 4 storm in late September 2022) and Hurricane Nicole (category 1 storm in November 2022). Laws of Florida Chapter 2022-272 SB4-A authorized the Department of Environmental Protection to waive or reduce match requirements for certain local governments and provided non-recurring funds for damages related to Hurricane Ian and Hurricane Nicole for beach erosion projects as identified in Section 161.101(22) , Florida Statute (F.S.).

PROJECT DESCRIPTION: The Project consists of beach and dune restoration consistent with the recovery plan to address impacts of Hurricane Ian and Nicole.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of $9,517,866.00 for this Project or up to 100 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

Duplication of federal funds are not permitted under this agreement.

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FEMA – Federal Emergency Management Agency
FWC – Florida Fish and Wildlife Conservation Commission
IMP – Inlet Management Plan
USACE – United States Army Corps of Engineers

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1.1: Construction- St. Johns County Dunes Project
Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 1.2: Construction- South Ponte Vedra Beach Restoration Project
Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs

associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1.1	Construction- St. Johns County Dunes Project	100.00%	$0.00	$7,614,292.80	$0.00	$7,614,292.80
1.2	Construction- South Ponte Vedra Beach Restoration Project	100.00%	$0.00	$1,903,573.20	$0.00	$1,903,573.20
	TOTAL PROJECT COSTS		$0.00	$9,517,866.00	$0.00	$9,517,866.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	$9,517,866.00	09/28/2022	09/30/2025
		Total:	$9,517,866.00		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	2022-2023	37.113	Laws of Florida Chapter 2022-272 SB4-A	$4,616,807.00	087752
Original	Florida Department of Environmental Protection	2022-2023	37.113	FY2023-2024 General Appropriations Act Section 142	$4,901,059.00	087752
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
				Total Award	$9,517,866.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT A

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
QUARTERLY PROJECT PROGRESS REPORT

Name of Project: St. Johns County 2022 Hurricane Ian and Nicole Recovery Project

Local Sponsor: St. Johns County

DEP Agreement Number: 23SJ4

Report Year: _____ **Report Period (select one):**

☐ Q1: Jan – Mar 31 ☐ Q2: Apr – Jun 30 ☐ Q3: Jul – Sep 30 ☐ Q4: Oct – Dec 31

For each task, include the following information: Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. (*Use additional pages, if needed*).

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

EXHIBIT C

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 1 – PAYMENT SUMMARY

Name of Project: St. Johns County 2022 Hurricane Ian and Nicole Recovery Project

Local Sponsor: St. Johns County

DEP Agreement Number: 23SJ4

Remittance Mailing Address: _____

_____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
$_____	$_____	$_____	$_____

*if applicable, check box below:

☐ FEMA ☐ USACE

Cost Summary:

State Funds Obligated
$_____

Less Advance Pay
$_____

Less Previous Payment
$_____

Less Previous Retained
$_____

Less This Payment
$_____

Less This Retainage
$_____

State Funds Remaining
$_____

Local Funds Obligated
$_____

Less Advance Pay
$_____

Less Previous Credits
$_____

Less This Credit
$_____

Local Funds Remaining
$_____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 2 – REIMBURSEMENT DETAIL

DEP Agreement Number: _____
Name of Project: _____
Billing Number: _____
Billing Period (1): _____

Individual Completing Form (2): _____
Phone Number (2): _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check/EFT Number	Task Number (3)	SOW Number (3)	Invoice Amount (4)	Eligible Amount (5)	% Fed Share (6)	Federal Share of Eligible Amount (7)	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Requested Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		$0.00	0.00		0.00	0.00
								-		Totals	-		-	-	-	-	-

Total Due to Local Sponsor (15)_____

Form Instructions:

1. Billing Period: Period when services were conducted (beginning date: earliest date of services conducted; end date: latest date of services conducted).
2. Person responsible for completing this form: Name and phone number if contact is needed.
3. Task #/SOW #: Insert a Task #/SOW # for each invoice. If invoice covers multiple Task#/SOW#, then that invoice should be listed multiple times, a line item for each deliverable.
4. Invoice amount: Full amount of invoice.
5. Eligible Amount: Invoice amount paid by Local Sponsor less ineligible cost for line item deliverable only.
6. % Federal Share: If applicable, the federal cost share percentage listed in Agreement.
7. Federal Share of Eligible Amount: If applicable, Local Sponsor will multiply Eligible Amount (5) by % Federal Share (6).
8. Non-Federal Share: Eligible Amount (5) minus Federal Share of Eligible Amount (7).
9. % State Share: The state cost share percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share (8) by % State Share (9).
11. Local Share: Subtract State Share (10) from Non-Federal Share (8).
12. Requested Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
13. Withheld Retainage: Multiply State Share (10) by 10%.
14. State Payment: Subtract Withheld Retainage (13) from State Share (10).
15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.
**For questions or concerns regarding this form please contact the BMFA Fiscal Administrator, Beaches_Funding@FloridaDEP.gov

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 3 – INVOICE REPORT

Name of Project: St. Johns County 2022 Hurricane Ian and Nicole Recovery Project

Local Sponsor: St. Johns County

DEP Agreement Number: 23SJ4

Billing Number: _____

Billing Period: _____
(Describe progress accomplished during the billing period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this invoice billing period:
Identify any delays or problems encountered:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 4 – CERITIFICATION OF DISBURSEMENT REQUEST

Name of Project: St. Johns County 2022 Hurricane Ian and Nicole Recovery Project

Local Sponsor: St. Johns County

DEP Agreement Number: 23SJ4

Billing Number:_____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Attachment 3, Grant Work Plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator	Signature of Project Administrator	Date
Name of Project Financial Officer	Signature of Project Financial Officer	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 5 – COMPLETION CERTIFICATION

Name of Project: St. Johns County 2022 Hurricane Ian and Nicole Recovery Project

Local Sponsor: St. Johns County

DEP Agreement Number: 23SJ4

Billing Number:_____

Task Completion ☐ (List Tasks) _____

Agreement Completion ☐Yes ☐No

Certification: I hereby certify that the above-mentioned project task(s) has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the final federal accounting has been completed.

NOTE: Only submit Part 5 – Completion Certification if a Task, or the Project, is complete.

Name of Project Manager	Signature of Project Manager	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 6 – ENGINEER'S CERTIFICATION OF PAYMENT REQUEST

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE REIMBURSEMENT REQUEST

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, and responsible for overseeing construction of the Project
(name of Grantee)

described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. ___:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

_____
Professional Engineer (Physical Signature Required)

_____
Firm or Affiliation

_____ _____
(Date) (P.E. Number)

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]