

RESOLUTION NO. 2018 - 165

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 18-63; OFFSHORE BORROW SAND AREA DESIGN AND PERMIT APPLICATION ASSISTANCE, APPROVE THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE TO ENTER INTO NEGOTIATIONS, AND UPON SUCCESSFUL NEGOTIATIONS, ENTER INTO AN AGREEMENT FOR THE COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County desires to enter into negotiations, and upon successful negotiations, enter into a contract with Taylor Engineering, Inc to design a borrow sand area to allow for dredging beach compatible sands suitable for placement in portions of the shoreline and to assist the County to obtain the required lease from the Bureau of Ocean Energy Management (BOEM) in accordance with RFQ No. 18-63; and

WHEREAS, through the County's formal RFQ process, Taylor Engineering, Inc was the highest ranked firm to enter into negotiations with the County, and upon successful negotiations, enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract to complete the work services serves a public purpose; and

WHEREAS, the contract will be finalized after negotiations, but will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 18-63 to Taylor Engineering, Inc and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFQ 18-63.

Section 4. If after negotiation with Taylor Engineering, Inc, and if an agreement cannot be reached, the County Administrator, or his designee may enter into negotiations with the next successively ranked respondent(s) until an agreement is reached, or until the County Administrator, or his designee determine that pursuing negotiations further does not serve the best interest of the County.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of JUNE, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 6/22/18





**CONTRACT AGREEMENT**  
**RFQ NO: 18-63; OFFSHORE BORROW SAND AREA DESIGN**  
**AND PERMIT APPLICATION ASSISTANCE**  
**Master Contract #: 18-MAS-TAY-09405**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between St. Johns County, FL ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "County", and Taylor Engineering, Inc. ("Consultant"), authorized to do business in the State of Florida, with offices located at: 10151 Deerwood Park Boulevard, Building 300, Suite 300, Jacksonville, FL 32256; Phone: (904) 731-7040; Fax: (904) 731-9847; Email: [mtrudnak@taylorengeering.com](mailto:mtrudnak@taylorengeering.com).

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

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon the date of execution by all parties, shall be in effect through and until 11:59 p.m. Eastern Standard Time (EST) on XXXXXXXX, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to design a borrow sand area to allow for dredging beach compatible sands suitable for placement in portions of the shoreline between R76 and R117 ("project area") and to assist the County to obtain the required lease from the Bureau of Ocean Energy Management (BOEM), as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFQ No: 18-63 and as otherwise provided in the Contract Documents.

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

**ARTICLE 4 – SCHEDULE**

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

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Consultant an amount not to exceed XXXXXXXXXXXXX dollars (\$XXXXXX.00), according to the pricing proposal attached hereto as Exhibit "A", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

C. The Consultant shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the County that:

1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
3. The reimbursable expenses, if any, have been reasonably incurred; and
4. The amount requested is currently due and owing.

D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

E. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Engineering Department  
Attn: Joan Anderson  
2750 Industry Center Road  
St. Augustine, FL 32084

G. FINAL INVOICE: In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 7 – ARREARS**

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

#### **ARTICLE 8 – TERMINATION**

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

B. This Agreement may be terminated by the Consultant with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide

written notice to the County, which such notice shall include a timeframe of no fewer than seven (7) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

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

#### **ARTICLE 10 – PERSONNEL**

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

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

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

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

#### **ARTICLE 11 – SUBCONTRACTING**

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

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

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

#### **ARTICLE 12 – FEDERAL AND STATE TAX**

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

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

Consultant's performance under this Agreement.

#### ARTICLE 13 – AVAILABILITY OF FUNDS

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

#### ARTICLE 14 - INSURANCE

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

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

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

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

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

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

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

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

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

#### ARTICLE 15 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence,

recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Consultant in the performance of the Contract.

#### **ARTICLE 16 – SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 17 – NO THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 18 – REMEDIES**

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

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

#### **ARTICLE 19 – CONFLICT OF INTEREST**

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

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

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

#### **ARTICLE 20 – EXCUSABLE DELAYS**

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

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

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

## **ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

## **ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP**

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

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

## **ARTICLE 23 – CONTINGENT FEES**

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

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

## **ARTICLE 24 – ACCESS AND AUDITS**

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

## **ARTICLE 25 – NONDISCRIMINATION**

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

## **ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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

#### **ARTICLE 27 – ENFORCEMENT COSTS**

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

#### **ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS**

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

#### **ARTICLE 29 – AUTHORITY TO PRACTICE**

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

#### **ARTICLE 30 – SEVERABILITY**

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

#### **ARTICLE 31 - AMENDMENTS AND MODIFICATIONS**

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

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

#### **ARTICLE 32 – FLORIDA LAW & VENUE**

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

#### **ARTICLE 33 – ARBITRATION**

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

#### **ARTICLE 34 - NOTICES**

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

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

and if sent to the Consultant shall be mailed to:

Taylor Engineering, Inc.  
**Attn: Michael Trudnak, P.E.**  
10151 Deerwood Park Boulevard, Building 300, Suite 300  
Jacksonville, FL 32256

#### **ARTICLE 35 - HEADINGS**

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

#### **ARTICLE 36 –PUBLIC RECORDS**

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

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

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

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

#### **ARTICLE 37 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not

manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

**ARTICLE 38 – SURVIVAL**

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

**ARTICLE 39 – AUTHORITY TO EXECUTE**

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

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

**ST. JOHNS COUNTY, FL:**

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

Purchasing Manager  
Title of County Representative

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Date of Execution

**CONSULTANT:**

Taylor Engineering, Inc.  
Company Name

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**RFQ NO: 18-63; OFFSHORE BORROW SAND AREA DESIGN**

**EXHIBIT A – FEE SCHEDULE**

**DRAFT**



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

May 29, 2018

**RE: RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance**

Please be advised that the Purchasing Department of St. Johns County is issuing this Notice of Intent to Award a contract, after successful negotiations, to Taylor Engineering, Inc as the top ranked firm under RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 11:00 A.M., Friday, June 1, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to enter into negotiations.

Please forward all correspondence, requests or inquiries directly to David Klages, Procurement Coordinator, at [dklages@sjcfl.us](mailto:dklages@sjcfl.us).

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

  
County Representative Signature

Jaime T. Locklear, MPA, CPPB, FCCM, Purchasing Manager  
Name & Title (Printed)

Date: 5/29/18



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Neal Shinkre, Public Works Director  
**FROM:** David Klages, Procurement Coordinator  
**SUBJECT:** Transmittal of Proposals Received for RFQ No: 18-63; Offshore Borrow Sand Area  
Design and Permit Application Assistance  
**DATE:** May 24, 2018

Attached are copies of the RFQ proposals received for the above mentioned along with a copy of the Evaluation Summary Sheet, Individual Score Sheets, and Scoring Narratives.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval *[Signature]*

Date 5/24/18

Budget Amount \$250,000<sup>00</sup>/FY 18 and \$150,000<sup>00</sup>/FY 19

Account Funding Title Beach Renourishment - Engineering Services

Funding Charge Code 3315 - 53180

Award to Taylor Engineering, Inc

**EVALUATION SUMMARY SHEET**

**ST. JOHNS COUNTY, FLORIDA**

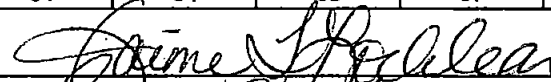
**Date: May 24, 2018**

**RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance**

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	RANK	COMMENTS
	Jan Brewer	John Burnham	Greg Caldwell	Damon Douglas	Mike Golubovich			
Taylor Engineering, Inc.	95	99	91	99	93	477	1	
Aptim Environmental & Infrastructure, Inc.	94	96	88	94	91	463	2	
Olsen Associates, Inc.	79	99	90	97	95	460	3	
Applied Technology & Management, Inc.	95	100	86	94	80	455	4	
INTERA Incorporated,	84	94	86	97	85	446	5	

APPROVED: Purchasing Manager

X



Public Works Director

X



**NOTE:**

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER. IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

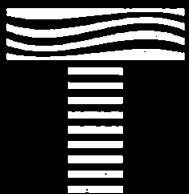
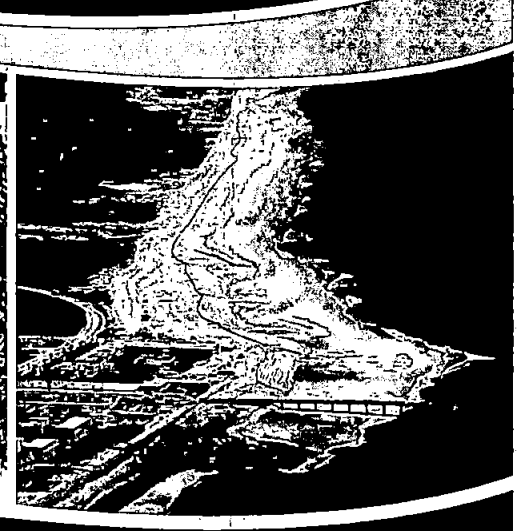
ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR QUALIFICATIONS, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

# St. Johns County Offshore Borrow Sand Area Design and Permit Application Assistance

Request for Qualifications

No.: 18-63

Due: May 17, 2018 by 4:00 p.m.



TAYLOR ENGINEERING, INC.



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**Tab 1. RFQ Package Cover Sheet**

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**RFQ No.: 18-63**

**St. Johns County  
Offshore Borrow Sand Area Design and Permit Application Assistance**

**May 17 at 4:00 p.m.**

Taylor Engineering, Inc.  
10151 Deerwood Park Blvd., Bldg 300, Ste 300  
Jacksonville, FL 32256  
904-731-7040



May 15, 2018

David Klages, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
dklages@sjcfl.us  
904-209-0166

Re: RFQ No. 18-63: Offshore Borrow Sand Area Design and Permit Application Assistance

Dear Selection Committee Members:

**Taylor Engineering, Inc.** welcomes this opportunity to submit its qualifications to continue to provide coastal and marine professional engineering and environmental services to St. Johns County. With this submittal, we intend to demonstrate our experience in delivering leading-edge engineering and environmental solutions in the water environment. We also intend to communicate our continued commitment to address the county's long-term coastal and environmental needs – those that extend beyond that of a single contract. This commitment is evidenced by our nearly 35 years of service to coastal management in St. Johns County. Many of our staff reside in St. Johns County as well.

Taylor Engineering's professional staff includes 34 coastal and marine engineers and scientists experienced in all aspects of coastal planning, beach nourishment (sand source investigations, coastal processes evaluation, design, permitting, physical and environmental impact evaluation, monitoring, and construction administration), inlet management, and coastal structures. Additionally, our staff includes certified and licensed civil and structural engineers, scientists, planners, geographic information systems analysts, CAD designers, and support staff, all of whom work on projects dealing with the water environment. Overall staff size includes 59 team members. Taylor Engineering recently celebrated 35 years in business. We actively participate in numerous professional associations on local, state, and national levels including the Florida Engineering Society, Florida Shore and Beach Preservation Association, American Shore and Beach Preservation Association, and the American Society of Civil Engineers Coasts, Oceans, Ports, and Rivers Institute, among others.

Granted, other companies will make claims similar to ours. They will emphasize their extensive experience, personnel with specialized expertise, and familiarity with permitting requirements. However, we contend that few companies, if any, can match Taylor Engineering's combination of assets: our superb working relationship with local, regional, state, and federal agency personnel; our proven ability to design constructible and cost-effective coastal and waterfront projects; our strength in construction engineering and administration of those projects; as well as our extensive local experience with coastal projects throughout St. Johns County and northeast Florida. Our coastal and marine engineers, dredging and navigation specialists, and environmental scientists work only on projects in the water or at the water's edge. This true

specialization demands we succeed on every project to progress as a valued partner, and that success leads to our client's success.

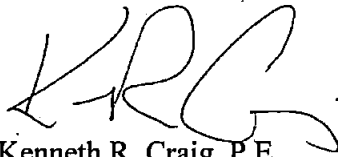
As we demonstrate throughout this submittal, Taylor Engineering exceeds the requisite coastal and marine engineering qualifications and experience to continue to support the county. This RFQ for borrow area design follows directly from our ongoing beach restoration permitting for beaches north of St. Augustine Inlet. Taylor Engineering serves as St. Johns County's agent for the ongoing beach restoration permit application. Selection of the Taylor Engineering team for the offshore borrow area design effort will allow seamless incorporation of the offshore borrow source into the pending FDEP and USACE permits.

To supplement our experience, we have assembled an exceptional team with extensive experience in other supporting disciplines often required for offshore sand studies and beach restoration. These include Panamerican Consultants, Inc. to provide cultural resource investigations meeting stringent federal requirements; Morgan & Eklund, Inc. to provide hydrographic surveying services; and Athena Technologies, Inc. to provide as needed vibracoring services. In addition, Taylor Engineering recently stood up our new Coastal Geosciences Laboratory in Jacksonville that allows us to process vibracore data at an in-house facility. Both AASHTO and USACE accreditation for the lab are pending.

Finally, Taylor Engineering is an employee-owned company. Therefore, every employee has a stake in maintaining our reputation and ensuring that the quality of our work meets and exceeds the standards of practice. Employee ownership also means that accountability rests in our Jacksonville headquarters office. No decision made in Canada, Europe, or Australia determines our level of commitment to our client. We pay all of our taxes in the U.S. and have not sought convenient tax-shelter elsewhere. Our ability to remain both flexible and responsive is without equal.

Mr. Michael Trudnak, P.E. ([mtrudnak@taylorengeering.com](mailto:mtrudnak@taylorengeering.com)) will serve as the project manager for this contract, as he has numerous times in the past. If you have any questions about this submittal, please contact me at (904) 731-7040 or at [kcraig@taylorengeering.com](mailto:kcraig@taylorengeering.com). I appreciate this opportunity to present Taylor Engineering's qualifications and look forward to continuing to provide quality services to St. Johns County.

Sincerely,



Kenneth R. Craig, P.E.  
Vice President

Primary Contact

Michael Trudnak, P.E.

[mtrudnak@taylorengeering.com](mailto:mtrudnak@taylorengeering.com)

p: (904) 731-7040

f: (904) 731-9847

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**Tab 3. Company and Staff Qualifications**

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**Key Personnel****Kenneth Craig, P.E. | Principal-in-Charge**

As vice president of coastal engineering, Mr. Craig holds overall responsibility for the company's coastal engineering operations. He possesses a unique, experience-based skill set that spans a broad range of coastal zone issues. Mr. Craig provides managerial oversight on many of the company's largest coastal engineering projects. Mr. Craig's formal academic training focused on coastal process analyses (i.e., shoreline evolution and sediment transport, wave and hydrodynamic modeling) and their impacts on major shore protection projects. He frequently acts as project liaison to local, state, and federal agencies regarding project related issues such as design, permitting, and funding options.

**Michael Trudnak, P.E. | Project Manager and Lead Designer**

Mr. Trudnak specializes in coastal process analyses and their impacts on major shore protection projects. He works on all aspects of beach nourishment projects including feasibility studies, sand source investigations, borrow area impact analyses, project design, permit application preparation, regulatory agency coordination, and bid and construction administration. In addition to his beach-related experience, Mr. Trudnak has accumulated extensive inlet-based knowledge through development of inlet management plans and other studies throughout Florida. He examines sand bypassing mechanisms, analyzes wave refraction/diffraction models near inlets, and develops recommendations to improve both sand bypassing and navigation at numerous tidal inlets.

**Michael Kabling, Ph.D., P.E., CFM | Lead Coastal Modeler**

Dr. Kabling has more than 25 years of experience with advanced expertise in water resources, hydraulic and coastal engineering, numerical modeling, and climate change resiliency. His responsibilities at Taylor Engineering include providing project management, participating in business development, leading engineering studies, and developing the numerical modeling and climate change/sea level rise resiliency practice of the company. His project experience includes the application of one-, two-, and three-dimensional models such as the UNET, HEC-RAS, MIKE11, HEC-HMS, RMA2, RMA4, CGWAVE, and ADCIRC, EFDC, the MIKE21/MIKE3 model suites, and the ACES, STWAVE, REFDIF1, CGWAVE, and MIKE21 wave models. He has applied these models on more than 25 hydraulics and scour studies in Florida, South Carolina, and Louisiana and more than 65 numerical modeling projects in hydrology, hydrodynamics, waves, riverine and coastal flood, dam break, water quality, contaminant transport, sediment transport, morphology, and sea level rise.

**David Stites, Ph.D. | Lead NEPA Scientist**

During his career, Dr. Stites has successfully implemented and managed a wide range of environmentally-focused water resource projects including environmental feasibility evaluations, diagnostic and pilot project studies, wetland and lake restoration design and implementation, wetland impact evaluation, mitigation, design and monitoring, state and federal environmental permitting, and document support for National Environmental Policy Act (NEPA) coordination activities. He has extensive experience presenting such issues to technical and public audiences, as well as negotiating environmental regulatory issues. His expertise is in freshwater, estuarine, and marine environmental matters including wetland restoration, water quality, endangered



species, and associated permitting processes in Florida and around the U.S. His experience includes design and permitting of artificial reefs along Florida's Gulf and Atlantic coasts. He provides support for resolution of regulatory issues to Taylor Engineering and their clients, expert witness testimony, and mentors junior environmental staff. He is an active member and serves on the publication board of the National Association of Environmental Professionals.

**Steven Schropp, Ph.D. | Lead Permitting Specialist**

Dr. Schropp's experience includes environmental permitting, mitigation and restoration planning, regulatory agency coordination, National Environmental Policy Act (NEPA) document preparation, sediment quality sampling and data evaluation, dredged material management, and Phase I and II environmental site assessments. After serving as a Vice President from 2000 to 2014, Dr. Schropp now holds a dual role as vice president/senior scientist and provides technical review, advisory, and quality control services.

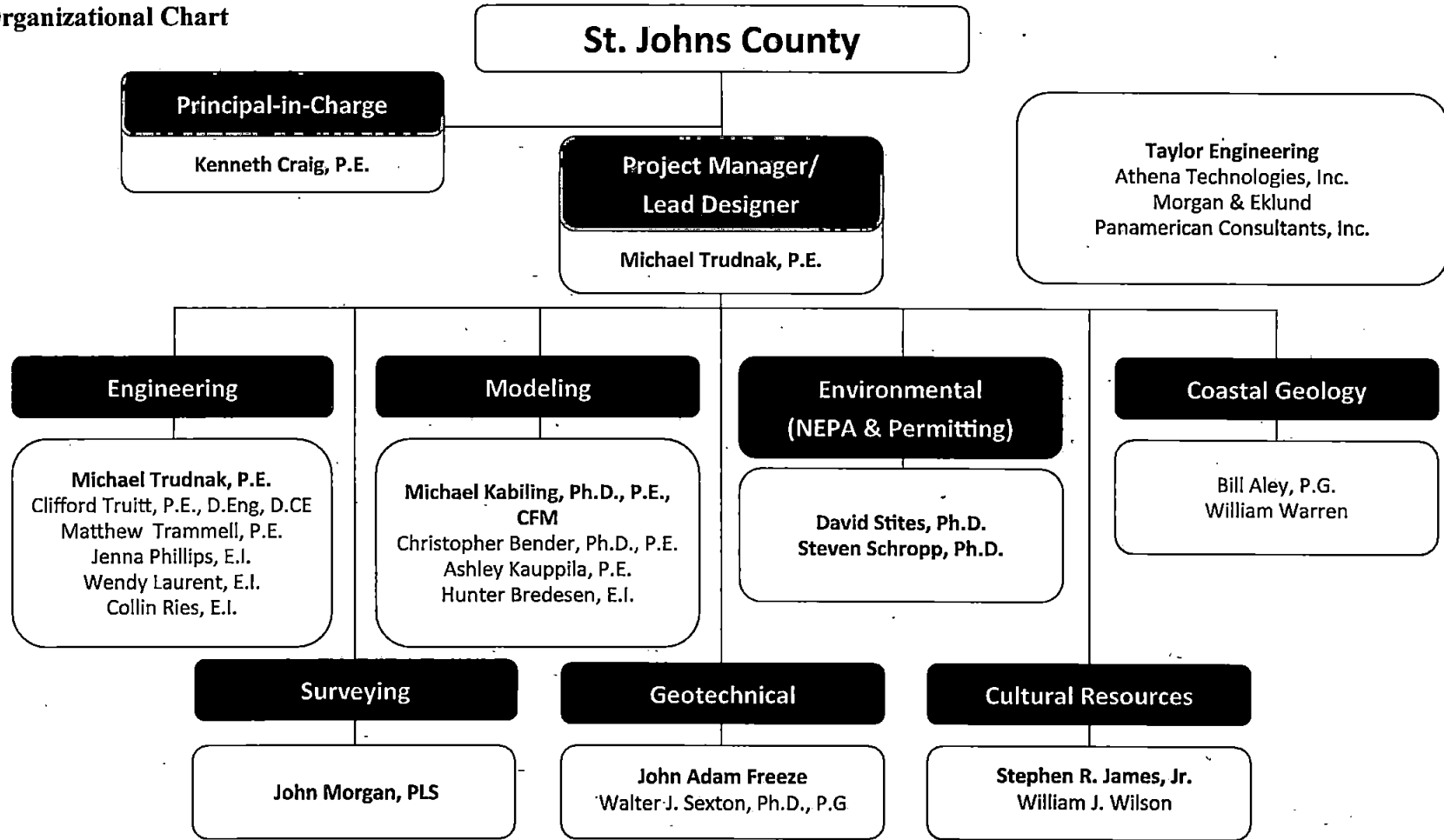
**John Morgan, II, P.L.S. | Lead Hydrographic Surveyor**

Mr. Morgan has forty-one years' experience in land and hydrographic surveying. His areas of expertise include hydrographic, topographic, boundary and control surveys. More specifically John has directly supervised all of the survey tasks associated with large-scale hydrographic survey projects for dredge monitoring in association with beach nourishment, channel widening and deepening and harbor improvement projects. John is also responsible for the day-to-day management of the company, including project scheduling, client contact, quality control and supervision of personnel.

**Stephen R. James, Jr. | Cultural Resources Specialist**

A Principal and Executive Manager of Panamerican Consultants, Inc. (PCI), Mr. James has over 30 years experience as a maritime archaeologist. Since joining PCI in 1990, Mr. James has directed and managed submerged cultural resource projects of all types throughout the United States, the Caribbean and Pacific including extensive work in the waters of Florida as well as the Project Area. Head of Panamerian's Underwater Unit, Mr. James has been Project Manager as Prime on numerous U.S. Army Corps District IDIQs including conducting dozens of projects for the Jacksonville District. Mr. James is thoroughly familiar with federal preservation laws and regulations, preservation compliance, site evaluation, the National Register process, and formulation and implementation of predictive modeling, and has and has professional working relationships with Jacksonville District, Florida SHPO and BOEM personnel. He is responsible for developing Panamerican's remote sensing survey capabilities which include satellite positioning and navigation systems, terrestrial and marine magnetometers, sidescan sonar systems and subbottom profilers. He is also responsible for developing Panamerican's diving capabilities including development of Dive Operations and Safety Plans, all geared predominantly to Surface Supplied systems for their inherent safety factor. Mr. James is the Principal Investigator on two recent projects conducted under contract to Taylor Engineering, one associated with and in the same area as the current proposed project.

**Organizational Chart**



**Primary Contact**

Michael Trudnak, P.E.  
mtrudnak@taylorengeering.com  
904-731-7040

**Sub-Consultants****Athena Technologies, Inc.**

Athena Technologies, Inc. is a small business incorporated in South Carolina in 1987. Athena is comprised of a tenured staff (average 9-years tenure) with each performing multiple functions. It is comprised of a well-rounded crew of geologists, captains, and technicians with extensive experience performing geotechnical projects for navigation and beach placement studies. All personnel are technically oriented and capable of operating, troubleshooting, and repairing equipment in the field.

Athena's custom-designed and fabricated vibracore system can collect geotechnical or environmental cores up to twenty feet in length and in water depths of up to sixty feet. The vibracore system has proven effective in semi-aquatic, shallow water, and open ocean environments, and can be adapted to meet a wide range of project requirements. Athena also maintains backup equipment for all vibracore systems to eliminate down time in the event of equipment failure.

Athena has a wide variety of research vessels that can accommodate most aquatic environments and project requirements. Athena's largest vessel has an operational range of 90 miles per day, allowing for rapid access to remote locations. Each of Athena's vessels are equipped with Hypack Survey software interfaced with a fathometer and DGPS system for navigation. Athena also has in-house RTK capability, deployable tide gauges, and a CEE Echo dual-frequency fathometer that can be integrated into Hypack Survey for projects requiring accurate vertical data acquisition. Athena also maintains a core processing facility where cores can be logged, photographed, sampled, and stored. Core processing typically includes preparation of photo-mosaic core images and data reports using gINT professional software.

Since 1999, Athena has collected hundreds of vibracores from offshore environments for geotechnical projects related to beach management in Florida. Athena's portfolio includes projects spanning from Nassau Sound to the Panhandle. They have also performed large scale offshore vibracoring projects in support of shore protection projects in Delaware, Virginia, North Carolina, South Carolina, Georgia, and Alabama.

Athena's experienced staff, highly mobile, shallow-draft vessels, and field-tested vibracore equipment are ideal for sample collection in Florida inlets. Athena's system allows for rapid mobilization to and from the sample locations and allows for navigation in shallow water, which is typically associated with shoal areas positioned seaward of many inlets.

**Morgan and Eklund, Inc.**

The firm of Morgan & Eklund, Inc. is a land and hydrographic survey firm with offices in Vero Beach, Boca Raton and Miami, Florida and was incorporated in the State of Florida in October



1985. Staff includes specialists in the areas of boundary, topographic, GPS, and hydrographic surveying who are proficient in leading-edge mapping technology. Morgan & Eklund, Inc. has been providing these services to the public and private sector for the past thirty years. Clients have included Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties, together with St. Johns River Water Management District, the South Florida Water Management District, the United States Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection.

**Panamerican Consultants, Inc.**

Panamerican Consultants, Inc. (Panamerican) is well qualified to perform the cultural resources investigation required for permitting of this project. Classified as a Small Business, it is a full-service cultural resource management (CRM) firm with one of the largest professional underwater archaeological staffs in the United States. Founded in 1989, and with four offices in the southeastern United States including a satellite in Pensacola, its capabilities encompass all levels and types of investigations, and each of Panamerican's seven fully-qualified maritime archaeologists is experienced with every phase of investigation, from archival research, remote sensing survey, data analysis, anomaly testing, data recovery, and full-scale mitigation.

Panamerican has conducted dozens of submerged CRM investigations for the Jacksonville District or for Florida projects that require a Corps of Engineers permit including offshore borrow or dredge material disposal site investigations, channel enlargement studies in various harbors or Intracoastal waterways (i.e., Tampa, Jacksonville), and beach renourishment and storm protection projects on Florida's East Coast. They also have conducted specific BOEM projects and have worked on numerous projects in federal waters that required BOEM permitting as well as consultation. One of the largest and best equipped in the nation, Panamerican's maritime archaeological unit has multiple sets of its own in-house state-of-the-art remote sensing survey and diving equipment, including state-of-the-art magnetometers, sidescan sonars, subbottom profiler, multibeam systems, and DGPS positioning and navigation systems. Panamerican utilizes ArcMap, ArcView, PC ArcCAD, Surfer, AutoCAD, Sonar WizMap, and HYPACK software packages, to perform navigation and survey tasks as well as in-house GIS applications. Panamerican emphasizes the importance of safety in all field endeavors, especially in projects involving boat-handling and diving, and has developed a Safety Program that meets both Corps of Engineers and OSHA standards for use in cultural resources investigations. It should be emphasized that Panamerican carries all necessary insurance for the conduct of underwater archaeology, including Longshoremen and Jones Act insurance required for maritime activities.



Kenneth R. Craig, P.E.

Vice President of Coastal Engineering

Education

M.E./Coastal and Oceanographic Engineering, University of Florida

B.S./Civil Engineering, University of Florida

Registration

Professional Engineer — FL, AL, LA, Puerto Rico

Years of Experience

Total	With Firm
24	22

Project Experience

- Coastal Engineering Services, Flagler County, FL (Ongoing) – Principal-in-charge and lead engineer for post-Hurricane Matthew recovery plan development and implementation, seawall design, bid development, CCCL and DOA permitting, and post-design services.
- Post-Matthew Coastal Engineering Services, Volusia County, FL (Ongoing) – Assisted county with initial damage assessment via LiDAR data processing to calculate spatial distribution of storm-induced erosion. Assisted with post-disaster FEMA coordination.
- Fort Pierce Shore Protection Project General Reevaluation Report, St. Lucie County, FL (Ongoing) – Principal-in-charge of preparing a General Reevaluation Report (GRR) to extend the shore protection project’s authorization 50 years to 2070 and develop project design that decreases non-uniformity of shoreline erosion and increase the project nourishment interval. This is the first GRR in the nation prepared by the non-federal interest for direct submission to the Assistant Secretary of the Army under authorization of Section 203 of the Water Resources Reform and Development Act (WRRDA) of 2014.
- Fort Pierce Shore Protection Project Permitting, St. Lucie County, FL (Ongoing) – Principal-in-charge of obtaining state and federal permits for the federal shore protection project south of Fort Pierce Inlet.
- Summer Haven River Restoration, St. Johns County, FL (Ongoing) – Principal-in-charge on the final design, preparation of construction drawings, bid administration, and construction administration to excavate approximately 300,000 cy of sand from the infilled river and place it on the adjacent beach and dune system. Project included addressing impacts from Hurricane Matthew when a substantial breach occurred near the south end of the placement area. Breach was closed via mechanical sand placement during a period of relatively low tidal and wave energy.
- Beach Nourishment Design and Permitting Services for Vilano Beach and South Ponte Vedra Beach, St. Johns County, FL (Ongoing) – Principal-in-charge of design and permitting services to facilitate placement of dredged material in areas north of the St. Augustine Inlet.
- Fort Pierce Inlet Sediment Impoundment Basin, St. Lucie County, FL (Ongoing) – Senior advisor and QA/QC lead for the completed feasibility study and the ongoing design and permitting phase of a sand trap inside the Fort Pierce Inlet in St. Lucie County, Florida. Project includes public workshops, detailed numerical modeling with the MIKE21 system, report preparation, project design, and state and federal permitting services.
- Review of Storm Surge Hazards at Coastal Nuclear Power Plants, Various Locations, U.S. (Ongoing) – Providing managerial and QA/QC oversight for Taylor Engineering’s independent and confirmatory tsunami, surge, and seiche analyses to support the U.S. Nuclear Regulatory Commission’s hydrology safety reviews. The reviews will examine and comment on Flood Hazard Evaluation Reports completed by operating nuclear power plants.
- 30A Corridor Design and Permitting, Walton County, FL (2009) – QA/QC of permit application and coastal engineering design for this beach nourishment project in central and eastern Walton County, Florida.



Michael E. Trudnak,  
P.E.

Senior Coastal  
Engineer

**Education**

M.S./Coastal Engineering,  
University of Florida

B.S./Geosciences,  
Pennsylvania State  
University

**Registration**

Professional Engineer —  
FL, TX

**Years of Experience**

Total	With Firm
21	21

**Project Experience**

• **Sand Source Investigations, Various Locations, FL (2001-2014)** – Conducted several sand source investigations for various government entities throughout Florida. Studies included the Fort Pierce Shore Protection Project (2013 – 2014), Eglin Air Force Base/Okaloosa County/Destin Sand Source Investigation (2006 – 2010), Walton County Sand Source Investigation (2005 – 2009), Walton County/Destin Sand Source Investigation (2002 – 2003), and Venice Beach Sand Source Investigation (2001 – 2002). Projects included development of geophysical and geotechnical data collection and analysis programs to locate beach quality sand reserves for future beach management activities. Fieldwork included reconnaissance and detail phase sub-bottom seismic and bathymetric surveys, cultural resource surveys (side-scan, magnetometer, and sub-bottom seismic surveys), and vibracore collection. Projects included characterization of native beach sand and potential borrow material, overfill analysis, design of borrow area dredging templates, preparation of borrow area conservation plans, and acquiring state and federal permits. Projects collected and analyzed hundreds of cores and identified over 45,000,000 cubic yards of beach compatible sand.

• **Beach Restoration Design and Permitting Services, Various Locations, FL (2001-2018)** – Directed the completion of applications to obtain Florida Department of Environmental Protection and/or U.S. Army Corps of Engineers permits or permit modifications South Ponte Vedra/Vilano Beach Restoration (ongoing), Summer Haven Beach Maintenance Project, Summer Haven River Restoration, Fort Pierce Shore Protection Project (2006, 2013, and 2017), Fort Pierce 2011 Emergency Beach Fill, Martin County Shore Protection Project (2002, 2005, 2013, and 2018), Walton County/Destin Beach Restoration, Walton County S.R. 30A Corridor Beach Restoration, Western Destin Beach Restoration, Okaloosa Island Beach Restoration, Eglin AFB Beach Restoration, Holiday Isle Emergency Beach Fill, and South Marco Island 2006 Beach Nourishment. Work included beach and borrow area design and re-design for permit modifications; geotechnical analyses; sand compatibility analyses; environmental impact analyses; local, state, and federal agency coordination; development of project plans and specifications; and conducting public workshops.

• **Coastal Engineering Services, St. Johns County, FL (Ongoing)** – Project manager for county-wide coastal engineering support including coastal engineering advisory and expert services; storm impact assessment; grant applications and documentation; and meeting, workshop, and presentation participation.

• **Fort Pierce Inlet Deposition Basin Design and Permitting, St. Lucie County, FL (Ongoing)** – As project manager and lead coastal engineer, currently directing the final design and permitting phase for the construction of a deposition basin within the inlet to supplement the sand bypassing volume requirements across the inlet. The study includes numerical modeling of tides, currents, sediment concentrations, and waves in support of the final design configuration; collection of sub-bottom seismic and geotechnical data to characterize the sediments; collection of side-scan sonar data to identify hardbottom and help develop a mitigation plan; dynamic stability analysis of the basin vicinity; and consideration of recreational and safety concerns.



Michael B. Kabling,  
Ph.D., P.E., CFM

Senior Coastal/Water  
Resources Engineer

**Education**

Ph.D./Hydraulic & Coastal  
Engineering, Yokohama  
National University

M.E./Water Resources  
Engineering, Asian  
Institute of Technology

B.S./Civil Engineering,  
University of  
Philippines

**Registration**

Professional Engineer —  
FL, SC, GA, WA,  
Philippines

Certified Floodplain  
Manager – U.S.

**Years of Experience**

Total	With Firm
25	16

**Project Experience**

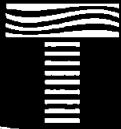
• **Fort Pierce Shore Protection Project General Reevaluation Report, St. Lucie County, FL (Ongoing)** – Coastal engineer for developing, validating, and applying a hybrid shoreline morphology model to evaluate several beach nourishment schemes. Beach nourishment schemes for the General Reevaluation Report (GRR) include beach structures and nearshore structures to develop project design that decreases non-uniformity of shoreline erosion and increase the project nourishment interval. The GRR is the first GRR in the nation prepared by the non-federal interest for direct submission to the Secretary of the Army under authorization of Section 203 of the Water Resources Reform and Development Act (WRRDA) of 2014.

• **Port Everglades Sediment Transport Modeling, Broward County, FL (Ongoing)** – Project manager, hydraulic engineer, and coastal engineer supporting USACE and Port Everglades planning for navigation channel deepening and widening with sediment transport modeling to determine fate of dredged material released into the water column. Designed field measurement program of tides, currents, and waves to support model setup and validation. Developed and applied state-of-the-art modeling with integrated three-dimensional MIKE hydrodynamic, wave, and particle tracking models and. Model application includes dredged material plume modeling and deposition pattern for normal and extreme tides, waves, Florida Currents, and 25 dredging scenarios.

• **Fort Pierce Inlet Sand Tracer Study, St. Lucie County, FL (Ongoing)** – As coastal engineer developed and applied an integrated two-dimensional hydrodynamic, wave, and particle tracking model to simulate the transport of fluorescent tracer sediments in and around Fort Pierce Inlet and to determine sediment transport pathways. Evaluated sediment transport from physical processes analyses, extensive sampling, and numerical modeling.

• **Environmental Impact Statement for Jacksonville Harbor Deepening, Northeast FL (2014)** – As hydraulic engineer, estimated potential physical changes in geology and geomorphology, tides, navigation currents, sea level rise, water circulation, and salinity from the Jacksonville Harbor Deepening Project.

• **Fort Pierce Inlet Sand Bypassing Feasibility Study, St. Lucie County, FL (2011)** – In addition to project management responsibilities, as coastal engineer designed field measurement program, supervised and performed data evaluation and numerical modeling, supervised estimation of potential shoaling rates at proposed deposition basins, prepared technical report, and recommended future tasks for engineering design and permitting of the deposition basins. Evaluated the construction of a deposition basin within the inlet to supplement the sand bypassing volume requirements across the inlet. Assessed existing conditions, applied three different methodologies to estimate shoaling rates, and developed two conceptual designs for a sediment deposition basin. Numerical modeling and field measurements of bathymetry, tides, currents, sediment concentrations, sediment characteristics, and waves provided the means to validate assumptions applied in the evaluations.



David L. Stites, Ph.D.

Senior Environmental Scientist

Education

Ph.D./Aquatic Ecology, Emory University

M.S./Applied Biology and Aquatic Ecology, Georgia Institute of Technology

B.S./Biology, Eckerd College

Years of Experience

Total	With Firm
33	14

Example Project Experience

- **General Reevaluation Report (GRR) for USACE Ft. Pierce Shoreline Protection Project** (Ongoing) – Task Lead for Environmental Assessment, EFH analysis, and 404(B) Evaluations.
- **DMMA M-8 Design and Permitting, St. Lucie County, FL** (Ongoing) – Task manager for permitting and NEPA support for project providing engineering design and state and federal environmental permits for Florida Inland Navigation District’s M-8 dredged material management area.
- **Waterway Dredging in South Lake Worth Lagoon, Palm Beach County, FL** (Ongoing) – Permit application task manager and senior environmental scientist for maintenance dredging 4.3 miles of the ICWW immediately south of Lake Worth Inlet, NEPA support for USACE-NMFS coordination.
- **HellCat Bay Wetland Reserve Plan of Operation, Putnam County, FL** (2018) – Prepared Wetland Reserve Plan of Operation and permits for an 835-acre Natural Resources Conservation Service Wetland Reserve Easement, including support NRCS NEPA coordination.
- **Review of Mississippi River Sediment Diversion Proposals, various parishes, LA** (2016) – Provided the National Fish and Wildlife Federation (NFWF) with independent technical reviews of grant proposals for Gulf Oil Spill funds to support a wide variety of restoration projects including the Mississippi River Mid-Basin sediment diversion projects and proposed restoration projects in Texas, Louisiana, Mississippi, Alabama, and Florida. Reviews addressed the scope of work technical qualities, program management plan, procurement delivery methods, and cost estimates of each proposal.
- **Section 934 Study, Palm Beach County, FL** (2014) – Task manager for environmental assessment component of a study to reauthorize USACE shoreline protection project for a 50-year project life. Environment assessment summarizes existing conditions and changes to environmental conditions and related federal policies since the original (1994) environmental impact statement.
- **Environmental Impact Statement (EIS) for Jacksonville Harbor Channel Deepening, northeast FL** (2013) – Project manager supporting USACE preparation of EIS for a proposed 13-mile channel deepening project. Tasks included development of existing conditions and environmental consequences chapters, air quality, EFH analyses, the cumulative impact section, 404b(1) statement, and other components.
- **South Palm Beach/Lantana Shoreline Protection Project Environmental Impact Statement (EIS), Palm Beach County, FL** (2013) – Project manager for EIS that evaluated environmental impacts of proposed breakwater and beach fill project to protect 3,400 feet of Palm Beach County, Florida shoreline. Key issues included turtle nesting habitat, hardbottom habitat, listed shorebird species, public access, and structure protection.
- **Rollover Pass Closure Feasibility, Design, and Permitting, and Construction Administration, Galveston County, TX** (Ongoing) – Lead environmental scientist and task manager for natural resources habitat assessments and salinity impact assessments of East Bay wetlands, preparation of USACE dredge and fill permit application and biological assessment, and ESA Section 7 consultation support for piping plover habitat.



Steven J. Schropp,  
Ph.D.

Vice President/Senior  
Scientist

**Education**

Ph.D./Oceanography,  
Texas A&M University

M.S./Biology, Texas A&M  
University

B.S./Marine Biology,  
Texas A&M University

**Years of Experience**

Total	With Firm
32	26

**Project Experience**

- **Intracoastal Waterway Dredging in South Lake Worth Lagoon, Palm Beach County, FL (Ongoing)** – Provided quality assurance review of environmental and permitting documents for the 4.3-mile long ICWW maintenance dredging immediately south of Lake Worth Inlet.
- **Fort Pierce Beach Shore Protection Project Biological Monitoring, St. Lucie County, FL (Ongoing)** – Senior review and oversight of marine turtle and hardbottom (including artificial reef) data collection and data analyses to fulfill physical and biological project monitoring requirements for over 16 years.
- **Seagrass Mitigation Site Evaluation, Various Counties, FL (2016)** – Project manager or senior scientist for studies identifying potential seagrass mitigation sites for the Florida Inland Navigation District in Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade counties. The identified sites may serve future mitigation needs associated with Intracoastal Waterway maintenance.
- **Dredged Material Management Plan Update, St. Johns and Flagler Counties, FL (2016)** – Lead scientist on the update of the Florida Inland Navigation District’s 1989 and 1993 dredged material management plans, including review of historical documentation, dredging history and projections, and dredged material management strategies for maintenance of the 50-year storage requirement.
- **Summer Haven River Restoration, St. Johns County, FL (2014)** – Project manager for design and permitting of a project to restore an estuarine river and marsh system that filled with sediment following a barrier island breach. Project included preliminary restoration design, acquisition of state and federal environmental permits, and acquisition of a state least tern incidental take permit.
- **Jupiter/Carlin Shore Protection Project Design and Permitting, Palm Beach County, FL (2012)** – Senior review of permitting efforts for renourishment of the Jupiter/Carlin Shore Protection Project immediately south of Jupiter Inlet.
- **O-7 Permitting and Design, Florida Inland Navigation District, Martin County, FL (2011)** – Senior oversight for permitting and design of an upland dredged material disposal area located on the north bank of the Okeechobee Waterway in Martin County.
- **SJ-14 Dredged Material Management Area (DMMA) Permanent Discharge Pipeline Permitting and Final Design, Florida Inland Navigation District, St. Johns County, FL (2010)** – Senior review of permitting services for a permanent underground discharge pipeline at the SJ-14 DMMA.
- **M-5 Permitting and Preliminary Design, Florida Inland Navigation District, Martin County, FL (2010)** – Senior oversight for the permitting and preliminary design of the MSA M-5 dredged material management area offloading and Crossroads channel maintenance dredging.

*Experience*

- Project Manager for Palm Beach County Regional Monitoring surveys which included performing a coastal monitoring survey of the Palm Beach County shoreline along previously established FDEP Range lines. Bathymetric surveys were performed for Jupiter Inlet, Palm Beach Inlet and South Lake Worth Inlet.
- Project Manager for artificial reef survey at Jupiter and Juno Beach. Performed multi-beam swath survey of artificial reefs.
- Project Manager at Martin County artificial reef site. Performed bathymetric survey.
- Project Manager for St. Lucie County Beach Restoration Project. Performed land and hydrographic surveys; established onshore horizontal & vertical control & onshore profiles. Performed offshore bathymetric surveys, sidescan sonar survey and magnetometer survey.
- Project Manager for a bathymetric survey and provided assistance with seagrass mapping at Cove Road Park, Martin County, FL
- Supervised establishment of onshore horizontal and vertical control for a bathymetric survey of Palm Beach Inlet and adjacent beaches. Performed a bathymetric survey of inlet ebb shoal and nearshore coastal region.
- Project Manager for Martin County Shore Protection Project. Performed an updated plans and specifications survey of the beach and offshore region for project design. Performed twenty-seven (27) onshore profiles.
- Jupiter Island Borrow Area Survey: Project Manager for bathymetric, seismic, sidescan sonar and magnetometer surveys for the Jupiter Inlet borrow area.
- Project Manager for St. Lucie County Beach Restoration Project along 1.3 miles of shoreline south of Ft. Pierce Inlet. Performed land & hydrographic surveys required for the project design, permitting and implementation.

**JOHN R. MORGAN, II, P.L.S.**

Project Manager

**Higher Education**

B.A., Environmental Science –  
University of Virginia (1974)  
Part-time, Survey Technology – Penn  
State (1977)

**Registration**

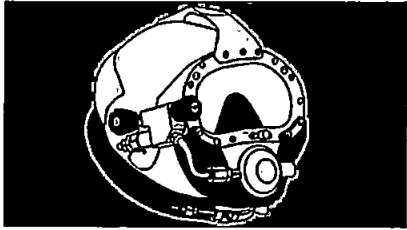
Registered Land Surveyor – PA, RLS  
#26134-E (1976)  
Professional Land Surveyor – FL, PLS  
#3520 (1979)

**Years Experience**

**With this firm: 33 years      With  
other firms: 8 years**

**Active Memberships**

Florida Shore and Beach Preservation  
Association  
National Society of Professional  
Surveyors  
American Shore and Beach  
Preservation Association  
The Hydrographic Society of America  
Institute of Navigation



# Stephen R. James, Jr.

## PANAMERICAN CONSULTANTS, INC.

**PRINCIPAL/UNDERWATER UNIT HEAD**  
**SENIOR UNDERWATER ARCHEOLOGIST**

### EDUCATION

M.A., Anthropology/Archaeology, 1985, Texas A&M University, Institute of Nautical Archaeology  
B.A. Anthropology/Archaeology, 1979, Memphis State University

### ADDITIONAL TRAINING AND CERTIFICATIONS

NAUI 1969 Basic Scuba Certification No. 85436  
NAUI 1986 Diver Rescue Certification No. SP15192  
DAN Oxygen Administration (annual)  
Red Cross CPR & First Aid (annual)  
USACE Dive Supervisor Training and Safety Course (2004)  
RPA – REGISTER OF PROFESSIONAL ARCHAEOLOGISTS

### YEARS OF EXPERIENCE

26 years with Panamerican Consultants, Inc.  
36 years total

### RELEVANT FLORIDA PROJECT EXPERIENCE

**2009-2012** - Projects Manager, Submerged Cultural Resources Investigations for the Jacksonville District, U.S. Army Corps of Engineers, Contract No. W912EP-09-D-0005 under subcontract to GEC, Inc. of Baton Rouge, Louisiana.

Principal Investigator: **Marine Archaeological Survey In Near-shore Atlantic Ocean and Diver Investigation of Targets, New Smyrna Beach, Volusia County, Florida.** Conducted for Taylor Engineering, Inc. Draft Report currently under review.

Principal Investigator: **Crossroads Channel Widener, Martin County, Florida, Submerged Cultural Resources Remote Sensing Survey.** Conducted for Taylor Engineering, Inc. Draft Report currently under review.

Principal Investigator: **Marine Archaeological Survey For a Pipeline Corridor Associated With The Sand Key, Treasure Island, Long Key Segments Shore Protection Project, Pinellas County, Florida.** Conducted for the Jacksonville District under subcontract to Dial Cordy. Draft Report currently under review.

Principal Investigator: **Submerged Cultural Resources Remote Sensing Survey of the Proposed St. Augustine Borrow Area, St. Johns County, Florida.** Conducted for the Jacksonville District, U.S. Army Corps of Engineers. Contract No. GS-10F-0196P, Order No. W912EP-16-F-0005.

Project Manager: **Archaeological Diver Identification of Five Targets In the Jacksonville Harbor Ocean Dredged Material Disposal Sites, Duval County, Florida.** Conducted for the Jacksonville District, U.S. Army Corps of Engineers. Contract No. W912EP-12-F-0008.

Project Manager: **Archaeological Diver Identification of Two Targets In the Port Everglades Channel Expansion, Broward County, Florida.** Contract No. W912EP-12-T-0036.



Stephen R. James, Jr. 1

Licenses

Professional Licenses

State of Florida  
Board of Professional Engineers

Attests that  
**Christopher J. Bender, P.E.**



**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
Expiration: 2/28/2019  
Audit No.: 228201925171 - R

P.E. Lic. No.:  
64736

State of Florida  
Board of Professional Engineers

Attests that  
**Kenneth Robert Craig II, P.E.**




**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
Expiration: 2/28/2019  
Audit No.: 228201913802 - R

P.E. Lic. No.:  
52605

State of Florida  
Board of Professional Engineers

Attests that  
**Michael Bautista Kabiling, P.E.**



**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS


Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
Expiration: 2/28/2019  
Audit No.: 228201902748 - R


P.E. Lic. No.:  
69054



**State of Florida**  
Board of Professional Engineers

Attests that  
**Ashley Renee Kauppila, P.E.**






**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS


**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**  
Expiration: 2/28/2019  
Audit No: 228201915014 R

P.E. Lic. No:  
74672

**State of Florida**  
Board of Professional Engineers

Attests that  
**Taylor Engineering, Inc.**





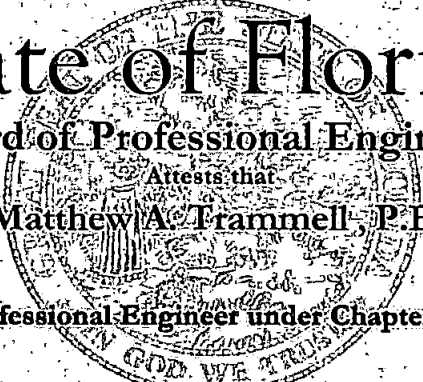
**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS


**Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes:**  
Expiration: 2/28/2019  
Audit No: 228201900546 R

P.E. Lic. No:  
4815

**State of Florida**  
Board of Professional Engineers

Attests that  
**Matthew A. Trammell, P.E.**





**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS



**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**  
Expiration: 2/28/2019  
Audit No: 228201925778 R

P.E. Lic. No:  
69244



**State of Florida**  
Board of Professional Engineers

Attests that  
**Michael Edward Trudnak, P.E.**

**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

Expiration: 2/28/2019  
Audit No: 228201929410 R

P.E. Lic. No:  
**58200**

**State of Florida**  
Board of Professional Engineers

Attests that  
**Clifford Lee Trutt, P.E.**




**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

Expiration: 2/28/2019  
Audit No: 228201907428 R



P.E. Lic. No:  
**21194**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER  
PG2904

The PROFESSIONAL GEOLOGIST  
Named below IS LICENSED  
Under the provisions of Chapter 492 FS.  
Expiration date: JUL 31, 2018

ALEY, WILLIAM CULLEN  
835 8TH AVENUE NORTH  
JACKSONVILLE BEACH FL 32250

ISSUED: 06/14/2016      DISPLAY AS REQUIRED BY LAW      SEQ # L1606140001793



RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS

<b>LICENSE NUMBER</b>	
GB615	

The GEOLOGY BUSINESS  
Named below IS CERTIFIED  
Under the provisions of Chapter 492 FS  
Expiration date: JUL 31, 2018

ATHENA TECHNOLOGIES, INC.  
1293 GRAHAM FARM ROAD  
PO BOX 88  
MCLELLANVILLE SC 29458

ISSUED: 05/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605150001530

State of Florida  
Department of Business and Professional Regulation  
Board of Professional Geologists

This is to certify that

**WALTER JEROME SEXTON**

has furnished satisfactory evidence of attainments and qualifications,  
and has complied with all of Chapter 492, Florida Statutes,  
and is hereby duly licensed as a

**Professional Geologist**

In conformity with an act of the Legislature of the  
State of Florida, creating and regulating the profession.

License Number: 60354  
License Date: 05/15/2016

*[Signature]*  
Secretary



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

License No.: **LB4298**  
Expiration Date: February 28, 2019

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

**MORGAN & EKLUND INC**  
8745 US HIGHWAY #1  
WABASSO, FL 32970

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

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



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

License No.: **LS3520**  
Expiration Date: February 28, 2019

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

**JOHN R MORGAN II**  
PO BOX 701420  
WABASSO, FL 32970-1420

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

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



### Fort Pierce Shore Protection Project Borrow Area Services St. Lucie County, Florida

**Client**  
St. Lucie County

**Contact**  
Richard A. Bouchard, P.E.  
Coastal Engineer  
St. Lucie County Erosion  
District  
3150 Will Fee Road  
Ft. Pierce, FL 34928  
(772) 462-1710  
bouchardr@stlucieco.org

- Key Elements**
- Erosion Control
  - Beach Nourishment
  - Dredging
  - Inlet and Coastal Processes
  - Planning, Design, & Permitting
  - Environmental Restoration
  - NEPA, ESA, NHPA Compliance
  - Microstation and AutoCAD
  - GIS – ArcInfo and ArcMap

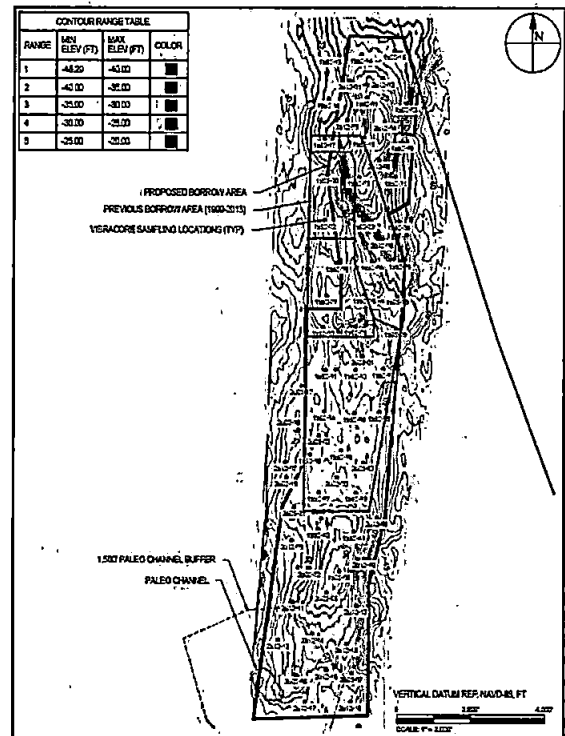
**Completion Date**  
2013

**Fees**  
\$181,970

Since 1996, Taylor Engineering has assisted St. Lucie County with design, permitting, construction administration, and monitoring of the Fort Pierce Shore Protection Project located immediately south of Fort Pierce Inlet. Taylor Engineering has obtained state environmental permits and water quality certifications for numerous federal nourishment projects as well as maintenance dredging of the Fort Pierce Harbor navigation channel and turning basin and the Intracoastal Waterway.

In 2013, St. Lucie County contracted Taylor Engineering to provide borrow area design and permitting services. Capron Shoal had served as the borrow area for seven federal nourishments since 1999, with over 4,000,000 cubic yards of sand dredged and placed on the beach. The shoal contained sufficient deposits of beach compatible sand for future nourishment projects; however, the permitted borrow site, a subset of the shoal, did not contain enough material for the next nourishment project.

Taylor Engineering reviewed existing literature and data and coordinated with the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE) to identify the need for and scope of additional geophysical, geotechnical, bathymetric, and cultural resource surveys. We developed and executed a program to collect and analyze the data with the goal of identifying a borrow area for the upcoming nourishment project and developing a long-term dredging plan for Capron Shoal. The program included collection of 18 vibracores and an updated cultural resources survey, which identified a potential site of cultural and historic significance near the southeast corner of the site. We analyzed the new data and the extensive data set from previously completed surveys and vibracores to determine the extents of beach compatible sand throughout Capron Shoal. We defined the geometry (e.g., lateral boundaries and excavation depths) of feasible borrow areas both north and south of the previously dredged borrow areas, prepared a conservation plan to effectively manage the remaining 6,000,000+ cy of beach quality sand, and acquired a FDEP permit modification authorizing the long-term borrow area.



Capron Shoal Borrow Area



## **Martin County SPP Borrow Area Design and Permitting Services** **Martin County, Florida**

**Client**

Martin County

**Contact**

Kathy Fitzpatrick, P.E.  
Coastal Engineer  
Martin County  
2401 S.E. Monterey Road  
Stuart, FL 34996  
(772) 288-5429

**Key Elements**

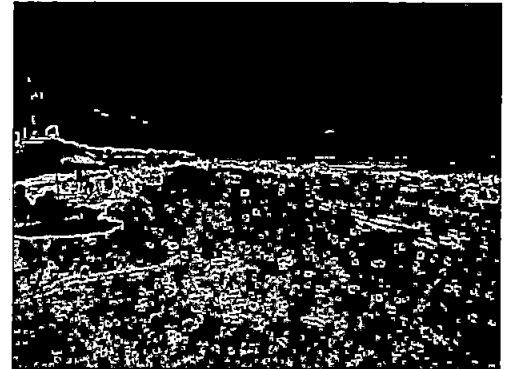
- Sand Source Investigations
- Dredging Design
- Beach Nourishment
- Coastal Processes Analysis
- Shoreline Stabilization
- Borrow Area Design
- Borrow Area Excavation Impact Analysis
- Regulatory Permits

**Completion Date**

2017

**Fees**

Approximately \$60,000



*Martin County beach before and after 2013 nourishment*

In 2000, Martin County retained Taylor Engineering as its coastal engineer for assistance with nourishment of the federal Martin County Shore Protection Project (SPP) on Hutchinson Island. Following successful nourishment in 2002, we have worked with the county to resolve coastal engineering issues and provide design, permitting, and construction observation for the 2005, 2013, and 2018 nourishment projects. The description that follows focuses solely on design and permitting of the current borrow area.

In 2008, with its Florida Department of Environmental Protection (FDEP) beach nourishment permit expiring and its offshore borrow area depleted, the county tasked Taylor Engineering to obtain a new FDEP permit, including a new offshore borrow area. Taylor Engineering used data from a U.S. Army Corps of Engineers (USACE) sand source investigation to design and permit the borrow area. USACE collected subbottom seismic data and 70 vibracores within a portion of the St. Lucie Shoal complex about seven miles offshore of the project area. Sand sieving, inspection, and chemical testing from each core determined sand characteristics and allowed the USACE to identify a potential borrow area. Taylor Engineering identified the maximum dredge depths throughout the potential borrow area, defined the horizontal and vertical boundaries of a borrow area feasible for hopper dredging, and conducted a sediment compatibility analysis to demonstrate the proposed borrow material complied with state regulations for beach compatible sand. We prepared a borrow area summary report and drawings, submitted a Joint Coastal Permit (JCP)

application, coordinated with state and federal agencies, and acquired the permit in 2011.

Because the borrow area lies within federal waters, the Minerals Management Service (MMS; currently the Bureau of Ocean Energy Management, or BOEM) required a lease for use of the federal sand resources. We submitted a formal letter to MMS requesting a negotiated agreement and assisted the county with lease negotiation.

The federal nourishment project, completed in April 2013, placed 613,000 cubic yards of sand from the new offshore borrow area. Sand conservation policies at the time limited the permitted borrow area volume to approximately 150% of the required beach fill volume. Thus, the borrow area did not provide sufficient volume for a subsequent project. In 2017, we redesigned the borrow area, increasing the dredging depth by two feet, and obtained a FDEP permit modification in support of the 2018 nourishment project.



## Okaloosa County Regional Sand Source Investigation

Okaloosa County, Florida

### Client

Okaloosa County

### Contact

Jim Trifilio

Coastal Management

Coordinator

Okaloosa County Tourist

Development Council

1540 Miracle Strip

Parkway, SE

Fort Walton Beach, FL

32549

(850) 651-7131

[jtrifilio@myokaloosa.com](mailto:jtrifilio@myokaloosa.com)

### Key Elements

- Data Collection
- Surveying
- Coastal Processes  
Analyses and Modeling
- Natural Resource  
Evaluations
- Marine Resources
- Shoreline Protection
- Cost Estimating
- Public Workshops and  
Community Relations
- Beach Nourishment  
Design
- Sand Source Investigations
- Dredging Design
- Project Management

### Completion Date

2012

### Fees

\$949,646



*Reconnaissance Phase Vibracore Location Map*

Taylor Engineering conducted a regional-scale sand source study to identify an offshore borrow source for Okaloosa County, City of Destin, and Eglin AFB beach restoration projects. The study, jointly sponsored by the above agencies, investigated state waters along the 25-mile long Okaloosa County shoreline out to nine nautical miles offshore.

The investigation began with a review of existing data to identify prospective borrow areas, identify the need for additional geophysical and geotechnical data, and prevent duplication of previous data collection efforts. The reconnaissance data collection and analysis phase broadly explored several potential borrow areas and identified two prospective borrow areas. The subsequent detailed data collection and analysis phase conducted a high resolution sub-bottom seismic survey to identify sediment strata; vibracore collection (90 cores) to characterize sediments; a cultural resource survey (side-scan sonar and magnetometer surveys) to identify environmental features, obstructions, and historical resources; and a bathymetric survey to provide data for sediment volume calculations. We used the results of the reconnaissance and detailed phases to define the geometry (e.g., lateral boundaries and excavation depths) of the borrow areas, conducted a compatibility analysis of the borrow sediment and native beach sands, and conducted an excavation impact analysis to demonstrate that use of the borrow area would not adversely affect nearby shorelines.

The two prospective borrow areas contained a combined total of over 30,000,000 cy of beach-quality sand. The recommended area, located about one mile offshore to minimize construction costs, lies within a relic ebb tidal delta in 36 to 51 ft of water and contains about 10,000,000 cy of beach-quality sand. We prepared and submitted permit applications on behalf of the project sponsors and coordinated with the regulatory agencies to acquire state and federal permits.



## **Beach and Dune Restoration Environmental Impact Statement St. Lucie County, Florida**

### **Client**

St. Lucie County

### **Contact**

Richard Bouchard  
Coastal Program Manager  
St. Lucie County Public  
Works Department  
3150 Will Fee Road  
Fort Pierce, FL 34982  
772-462-1710  
Bouchardr@stlucieco.org

### **Key Elements**

- Environmental Impact Statement
- Coastal and Marine Structures
- NEPA and ESA Documentation
- Stakeholder Coordination

### **Completion Date**

2012

### **Fees**

\$437,900



*Eroded beach after 2004 hurricanes, Hutchinson Island*

Under the direction of the U.S. Army Corps of Engineers (USACE) and the Bureau of Ocean Energy Management (BOEM, the cooperating federal agency), Taylor Engineering developed a regulatory Environmental Impact Statement (EIS) for St. Lucie County's 3.4 mile long shore protection project (SPP) along Hutchinson Island. Impacts would occur to hardbottom habitat in the nearshore environment as well as to the offshore sand shoal habitat that could supply the sand. The EIS also considered the possibility of impacts from use of upland sand sources. Though completed for regulatory purposes, the EIS also supported a USACE feasibility study to consider a federal project at the same general location.

Taylor Engineering provided the following as part of the EIS:

- Project management
- USACE standard documents to guide the EIS process (Statement of Work, QA/QC Plan, Public Participation Plan)
- Development and facilitation of public and interagency meetings for scoping of and public comment on the EIS
- Collection and assessment of available natural resources data
- Draft and final EIS (DEIS and FEIS) documents
- Responses to public and USACE comments on the DEIS and FEIS
- Support for NEPA consultations with National Marine Fisheries Service and US Fish and Wildlife Service
- Draft Record of Decision (ROD)



## Walton County Sand Source Investigation

Walton County, Florida

### Client

Walton County

### Contact

Brad Pickel  
c/o Seahaven Consulting  
South Walton Co. Tourist  
Development Council  
P.O. Box 1248  
Santa Rosa Beach, FL  
32459  
(843) 379-1005  
bpickel@seahavenconsultin  
g.com

### Key Elements

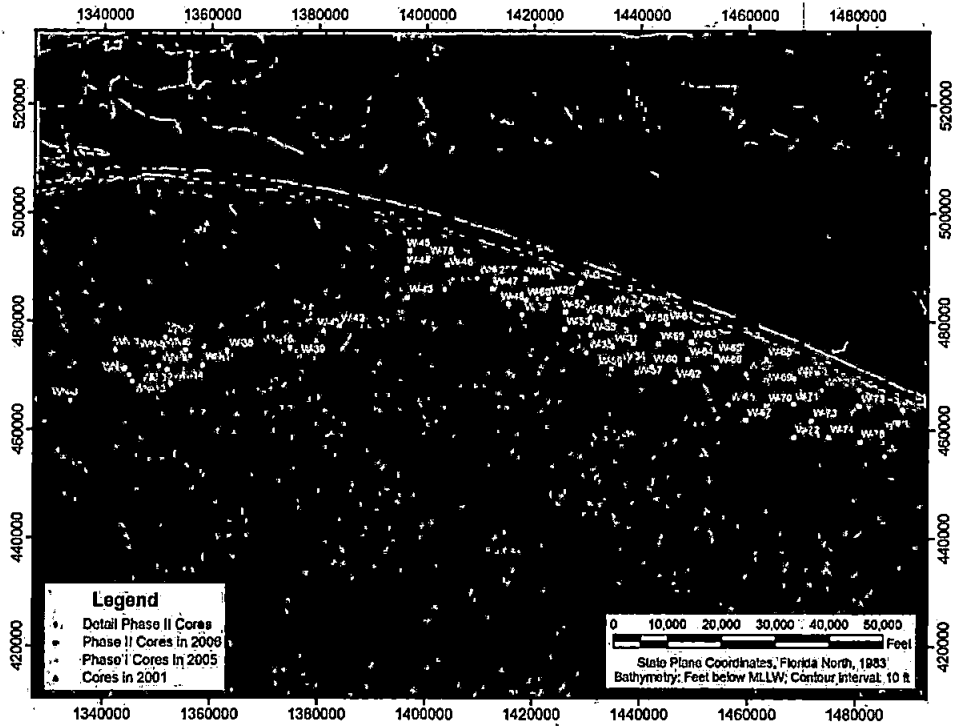
- Development of Geophysical and Geotechnical Survey Plan
- Collection and Analysis of Geophysical and Geotechnical Survey Data
- Characterization of Native Beach and Borrow Area Sediments
- Borrow Area Design
- Coordination with FDEP, USACE, and Local Government

### Completion Date

2009

### Fees

\$947,400



Walton County Vibracore Location Map

To identify an offshore sand source to support 13 miles of beach restoration in central and eastern Walton County, Taylor Engineering developed a data collection and analysis program to explore nearshore and offshore sediment deposits. Project goals included locating 10,000,000 cubic yards of beach quality sand and defining borrow areas for preparation of construction plans and specifications. The initial reconnaissance-level phase explored (with vibracores and seismic surveys) several prospective borrow areas to determine general sediment characteristics. Subsequently, the detailed-level phase focused on additional data collection and analysis—including sub-bottom seismic, side-scan, magnetometer, and bathymetric surveys, and vibracore collection—of the areas with the highest potential of containing beach quality sand. Taylor Engineering applied grain size, content, and color criteria to determine the borrow materials' compatibility, per State of Florida regulations, with the native beach sand.

We identified a borrow site located about five miles offshore of western Walton County along a ridge in 70 to 80 ft water depths. Using digital terrain modeling, we calculated a borrow site volume of 13,519,000 cy above the maximum dredge depths. However, accounting for thin sand layers that a dredge cannot feasibly

excavate, the borrow area contains approximately 10,000,000 cy of beach-compatible sand. After designing the borrow area, Taylor Engineering employed numerical modeling to conduct a borrow area excavation impact analysis to verify borrow area excavation would not affect the nearby shorelines. We prepared and submitted permit drawings and coordinated with federal, state, and local government agencies to acquire state and federal permits.

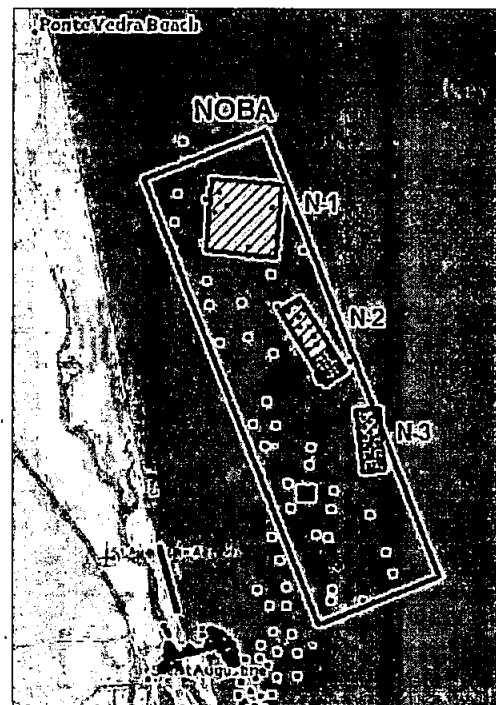
**Tab 5. Project Approach**

**Project Approach**

The U.S. Army Corps of Engineers (USACE) has conducted extensive geophysical and geotechnical data collection and analysis offshore of St. Johns County in association with *St. Johns County, Florida South Ponte Vedra Beach, Vilano Beach, and Summer Haven Reaches Coastal Storm Damage Risk Management Project Draft Integrated Feasibility Study and Environmental Assessment*. USACE's data collection and analysis effort has identified several sources of beach quality sand that could serve as borrow sites for beach restoration along critically eroded areas of South Ponte Vedra Beach and Vilano Beach. Taylor Engineering has reviewed the available data and determined that USACE has collected sufficient geophysical and geotechnical data for detailed borrow area design; however, certain tasks required for design and permitting of an offshore borrow area remain incomplete. The following describes Taylor Engineering's approach to conduct the remaining data collection, engineering design, environmental evaluation, and coordination required to obtain state and federal authorizations for an offshore borrow site.

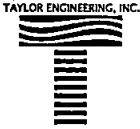
Project Kick-off Meeting

First and foremost, Taylor Engineering will initiate the study by conducting kick-off meetings with St. Johns County, Florida Department of Environmental Protection (FDEP), USACE, National Marine Fisheries Service (NMFS), and Bureau of Ocean Energy Management (BOEM) staff. The objectives of the meetings include presenting the project purpose and likely borrow area design to the agencies, soliciting agency concerns, and defining the work required to address their concerns. To prepare for the kick-off meetings, we will prepare a PowerPoint presentation that summarizes USACE's available geotechnical and geophysical data, identifies the multiple potential borrow sites, and discusses the borrow site characteristics including sediment compatibility with the native beach sand. Use of the borrow sites will require a Joint Coastal Permit from FDEP and a standard Department of the Army permit from the USACE [Note: USACE must consult with NMFS for issuance of the permit]. Additionally, because all potential borrow sites lie within federal waters (i.e., more than 3 miles offshore), BOEM will require a lease agreement — Negotiated Noncompetitive Agreement (NNA) — with St. Johns County for use of the federal sand resources.



Potential borrow area sites  
(source: USACE)

As documented in the above-mentioned USACE feasibility study, a potential borrow area designated "N-3" lies closest to the proposed beach restoration area. Based on preliminary review of the information presented in the feasibility study, Taylor Engineering assumes that N-3, located about 8 miles offshore and 6 miles north of St. Augustine inlet, is the most appropriate borrow



area for further, initial exploration. We will present this plan to FDEP, USACE, NMFS, and BOEM and request feedback to fully understand their permitting requirements. We will reconvene with the agencies prior to submittal of the permit applications to further discuss the proposed borrow area design and results of required analyses.

Understanding the required environmental evaluations is of utmost importance for successfully and efficiently obtaining borrow area authorizations. The project occurs in federal waters and in the Northern Right Whale Critical Habitat for calving, and most of the St. Johns County shoreline is defined as Critical Habitat for Loggerhead marine turtle nesting. While expired, the terms of SARBO (South Atlantic Regional Biological Opinion), which covers the proposed borrow area activities, is still accepted by the USACE and NMFS. USACE continues to use SARBO while they are revising the document for re-initiation; however, NMFS may still request additional information, potentially an Environmental Assessment (EA), given the surrounding critical habitat or other concerns, particularly adjacent marine turtle offshore critical habitat. Based on discussions with BOEM staff, if BOEM requests an EA, they typically obtain the services of a third-party contractor (private consultant such as Taylor Engineering) paid by the applicant (St. Johns County) but directed by the agency, as the EA is a federal consultation document. Alternatively, BOEM may conduct the EA themselves but without a timeline. During the kick-off meeting, we will coordinate with USACE, NMFS, and BOEM to identify their specific NEPA (National Environmental Policy Act) requirements. We will prepare the EA, from scoping through final revisions after public comment and agency reviews, should the document be required; note that this a formal process under federal agency guidelines with scoping, draft EA, review and revisions, public comment and response process, revisions, final review, etc.

#### Data Collection

Based on results of the kick-off meeting(s), we will prepare a data collection plan to support the engineering, environmental, and other analyses required by FDEP, USACE, NMFS, and BOEM. Based on our preliminary review of USACE's data, at a minimum a cultural resource survey and detailed bathymetry survey appear necessary for borrow area design and permitting. We will subcontract Panamerican Consultants to conduct the cultural resources survey (per BOEM specifications), including any required geophysical surveys, and Morgan & Eklund to conduct the bathymetry survey. Collection of additional geotechnical data does not appear necessary; however, we have Athena Technologies, Inc. as a subconsultant readily available should conditions change.

#### Borrow Area Design

We will apply the results of the above data collection, together with available geophysical and geotechnical data, to determine the extents of beach compatible sand within site N-3 (or other selected site(s) as directed by the permitting/regulatory agencies) and define the geometry (e.g. lateral boundaries and excavation depths) of a feasible borrow area. We will conduct a sediment compatibility analysis to document the borrow material's compatibility with the native beach sand within the proposed beach restoration area. We will design a borrow area for the first beach restoration project and develop a long-term dredging plan, or borrow area conservation plan, intended to direct dredging in a manner that conserves sand resources for future use. We will prepare a borrow area design summary report and permit drawings with plan and section views.



Regulatory agencies sometimes require borrow area excavation impact analyses to evaluate the potential effects of a project on the local wave climate and associated changes in sediment transport along the shoreline. Additionally, in environmentally sensitive areas, regulatory agencies may require analysis of the effects of project related turbidity on biological communities. Based on initial conversations with FDEP and USACE, we understand these agencies are not likely to require such impact analyses for the potential borrow sites; however, BOEM might request impact analyses upon review of the proposed borrow area. We will discuss FDEP, USACE, and BOEM's requirements during the kick-off meeting and again during the pre-application meeting discussed below. Should impact analyses be necessary, our expert numerical modelers will apply their extensive project experience in the application of one-, two-, and three-dimensional numerical models, including the state-of-the art MIKE modeling system, to estimate hydrodynamics, wave propagation, sediment transport, shoreline and bed morphology, and track particles to simulate the effects from borrow area dredging. We have developed numerical model meshes for the entire east coast of Florida that will allow us to rapidly create an appropriate model for the borrow area impacts, if necessary. Upon receiving clear guidance from BOEM regarding the need for the above work, we will coordinate with the county to define a scope of work.

#### Borrow Area Permitting

As mentioned, use of the borrow area will require FDEP and Department of the Army Permits. Taylor Engineering, on behalf of St. Johns County, has recently submitted permit applications to both FDEP and USACE for beach restoration of the project area. These permit applications specified using either upland or inlet maintenance dredging borrow areas, not an offshore borrow area. Fortunately, we can/will simply submit the proposed borrow area summary report and permit drawings as a supplement to the current permit applications. Having these applications, with Taylor Engineering listed as the County's agent, already in queue for agency review should help expedite the overall permitting timeline. Upon submittal of the borrow area information, we will coordinate with the agencies to promptly address any concerns or Requests for Additional Information (RAI).

#### BOEM NNA Application and Negotiation

As mentioned, the borrow area will require a BOEM lease, formally defined as a "Negotiated, Noncompetitive Agreement for the Use of Outer Continental Shelf Sand, Gravel and/or Shell Resources" (NNA). The request for this agreement is an application with numerous items. After a 15-day review, BOEM will determine whether the application is complete or requires additional information. Once BOEM deems the application complete, they will enter into negotiation with the County to define the terms and conditions of the agreement. After negotiations, which may also entail providing additional information, BOEM will prepare a draft agreement for the County's review. After considering the County's comments and suggestions, BOEM will finalize the agreement and provide it to the County for signature. We will assist the County throughout this process by creating the application, responding to RAIs, and providing support to the County during negotiations.



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**Tab 6. Quality and Schedule Control**

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**Project Management Methods**

Taylor Engineering has developed a successful project management approach for the completion of both small and large-scale projects for local, state, regional, and federal government clients. We will use our tested management approach during our contract with St. Johns County to:

- Provide a single point of contact with the project team throughout the contract period
- Provide direct and immediate access to the combined resources of the project team
- Respond promptly to St. Johns County requests within expected time frames
- Ensure compatibility with St. Johns County systems and procedures

**Team Communications**

At a minimum, we will hold bi-weekly meetings among team members participating in ongoing tasks. Meeting agendas will cover project expenditures, technical production, schedules, problem-solution cycles, coordination and communication activities, and future action items.

Throughout completion of all work, Taylor Engineering will provide seamless document coordination with team members and subconsultants, regulatory agencies, and the County. To facilitate document tracking and maintenance, Taylor Engineering will store project documents and on redundantly backed-up computer servers accessible to its staff from any of its office locations.

Taylor Engineering will maintain efficient communication with all team members as the work progresses. Established communication systems include standard teleconferencing as well as software systems such as WebEx, which allow both audio communication and visual review of electronic documents. Taylor Engineering maintains an FTP site and Dropbox account to distribute and share large files. For design and construction projects, we apply the Construction Specification Institute (CSI) method for specifications development and document tracking.

**Quality Assurance/Quality Control**

Quality, a top priority for Taylor Engineering, drives our overall project management approach. Our ongoing quality assurance program supports our corporate purpose of striving to provide technically excellent professional services to clients. Taylor Engineering strives to meet these major quality assurance objectives:

- Stay fully aware of project progress, successes, difficulties, and provide mid-course corrections to address problems should they arise
- Produce work products that meet companywide goals for technical excellence in content, style, and organization
- Produce work products that exceed the level of quality achieved under similar circumstances by competitors in our profession
- Maintain an active review program aimed at minimizing errors
- Actively monitor schedule and costs to complete projects on time and within budget
- Consult with qualified and experienced professionals during the project
- Exceed our client's expectations



As the principal-in-charge, Taylor Engineering Vice-President **Kenneth Craig, P.E.** will verify the team follows proven quality protocols. He will coordinate overall QA/QC during the project, review the project QA/QC plan, and review and verify satisfactory QA/QC procedures. Procedures include, but not limited to, the following:

- Weekly tracking of costs with *Taylor Project Manager*
- Weekly reviews of progress towards milestones, budget, schedules, work plan, and quality checks
- Monthly reviews of invoices, project schedule, remaining tasks, and quality control measures
- Rapid and effective communications among project staff, senior-level management, and St. Johns County
- Periodic joint project reviews with County staff
- Periodic independent reviews of project technical quality
- In-house editing of all documents for clarity and quality of writing

#### **Ability to Meet Schedules**

We are acutely aware of the practical, logistical, and financial considerations that affect St. Johns County's operations and initiatives. In addition to a sound technical solution, engineering projects require attention to the client's schedule and budget requirements. For this reason, we believe that cost and schedule monitoring and controls go together. Taylor Engineering's project management approach provides mechanisms to manage the project's cost, to complete the work within schedule and budget, and ensure quality.

To manage schedules and control costs, Taylor Engineering uses Deltek's VISION software and an in-house developed software — *Taylor Project Manager* — to track all aspects of its projects. Taylor Engineering's professional staff use *Taylor Project Manager* to review weekly project financial updates showing staff hours expended, labor, and other costs associated with each project. This weekly project accounting, coupled with knowledge of percent of work completed, ensures that a project stays on track and within budget.

Upon our selection as the project engineer, we will schedule a meeting between the County and Taylor Engineering's project manager, **Michael Trudnak, P.E.** This meeting will confirm the specific nature of the work and the target schedule for deliverables and reviews. Taylor Engineering will then develop a comprehensive schedule to identify all project issues at the onset. In addition, we will take the following steps to complete all tasks on time.

- Understand the scope of services to develop a realistic schedule
- Meet with the County to reach consensus on key project issues
- Coordinate regular team meetings to improve production and organization
- Understand the progression of work through the multidiscipline team members
- Streamline projects through bi-weekly progress meetings with the project staff
- Coordinate on a weekly or biweekly basis with sub-consultants
- Allow proper QA/QC time to improve the work product and increase project success



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2017

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

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

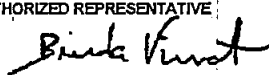
<b>PRODUCER</b> Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-338-1391      FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> Taylor Engineering Inc. P.O. Box 550510 Jacksonville, FL 32255-0510	<b>INSURER A:</b> Hartford Accident & Indemnity Co	22357
	<b>INSURER B:</b> Hartford Fire Insurance Company	19682
	<b>INSURER C:</b> Hartford Underwriters Insurance Co	30104
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC		84SBWNA6176 Prof. Liab Excl	11/01/2017	11/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		84UEGLP0627	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBWNA6176	11/01/2017	11/01/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	84WBGBN0954	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH: ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b>  FOR PROPOSAL PURPOSE	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE:</b> 

Client#: 1051175

TAYLOENG2

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/19/2017

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

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

<b>PRODUCER</b> USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>813 321-7500</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A: XL Specialty Insurance Company</b>			<b>37885</b>
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			


**INSURED**  
 Taylor Engineering, Inc  
 10151 Deerwood Park Blvd  
 Bldg 300, Suite 300  
 Jacksonville, FL 32256

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURERS	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			<b>DPR9805824</b>	<b>06/01/2017</b>	<b>06/01/2018</b>	<b>\$2,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Professional Liability coverage is written on a claims-made basis.**

<b>CERTIFICATE HOLDER</b>  FOR PROPOSAL PURPOSES	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**DRUG-FREE WORKPLACE FORM**

Company Name: Taylor Engineering, Inc.

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Taylor Engineering, Inc. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualifications to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
Signature

5-14-18

Date

RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Duval. Before me, the undersigned authority, personally appeared James N. Marino who, being duly sworn, deposes and says he is President (Title) of Taylor Engineering, Inc. (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for RFQ No: 18-63: Offshore Borrow Sand Area Design and Permit Application Assistance.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Taylor Engineering, Inc.  
(Proposer)

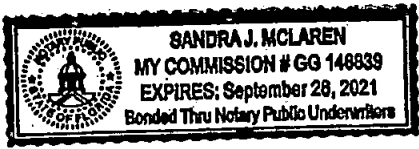
By [Signature]  
President  
(Title)

STATE OF FLORIDA )

COUNTY OF DUVAL )

Subscribed and sworn to before me this 14<sup>th</sup> day of may, 20 18, by James Marino who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



My commission expires: 9/28/21

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO THEIR PROPOSAL.**

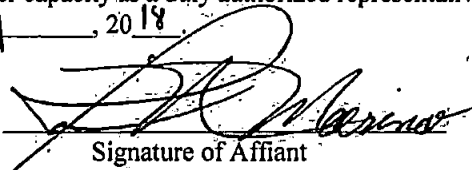
RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF Taylor Engineering, Inc., being of lawful age and being duly sworn I, James N. Marino, as president (*ex.CEO, officer, president, duly authorized representative, etc.*) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand that failure to make truthful and complete disclosure of any fact or item of information contained herein may result in disqualification or termination for cause by the County of any contract for the services provided pursuant to above referenced RFQ and/or other action(s) authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 14 day of May, 2018.

  
Signature of Affiant

STATE OF FLORIDA )

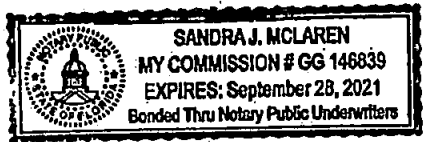
COUNTY OF DUVAL )

Subscribed and sworn to before me this 14<sup>th</sup> day of May, 2018, by James Marino who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Notary Public

My commission expires:

9/28/21



**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

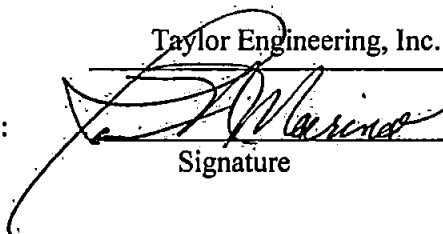


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Taylor Engineering, Inc.

Authorized Representative(s) :



Signature

James N. Marino, President

Print Name/Title

Signature

Print Name/Title



## St. Johns County Board of County Commissioners

Purchasing Division

May 9, 2018

### ADDENDUM #1

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

#### Questions:

1. Submittals are limited to 25 pages (excluding page tabs, separators, etc. and copies of certifications, licenses, etc.). Are résumés included in the 25 page limit or are they excluded as well?  
**Answer: Résumés are included in the 25 page limit.**
2. Are the required attachments listed in *Section 7: Administrative Information* included in the 25 page limit?  
**Answer: No, none of the documents listed in *Section 7* count towards be the 25 page limit.**
3. Do sub-consultants need to fill out the required attachments listed in *Section 7*?  
**Answer: No, only the prime consultant is required to fill out and return the required attachments.**
4. Are sub-consultants required to carry USL&H (Longshore Harbor Worker's Compensation Act – LHWCA) Insurance?  
**Answer: The prime consultant is required to carry USL&H Insurance along with any sub-consultants that will be working on or near the water. Sub-consultants that will not make any site visits are not required to carry it.**
5. *Section 3: Company and Staff Qualifications* states only the Lead Hydrographic Surveyor and Cultural Resources Specialist positions can be sub-contracted; can any of the other positions listed be sub-contracted?  
**Answer: No, these are the only two positions that can be sub-contracted.**
6. The RFQ states thirty-five (35) vibrocores were performed by the U.S. Army Corps of Engineers (USACE) in 2017; do you anticipate any other vibrocores will be needed?  
**Answer: We do not expect anymore will be needed at this time, however, the selected Consultant should be prepared to do extra vibrocoreing if it becomes necessary during the course of the work.**
7. Will the borrow sand area only be from site N3?  
**Answer: Yes.**
8. Will this be awarded to only one firm?  
**Answer: Yes. The tasks will be done in phases.**

9. Are there any known or anticipated shipwrecks in the N3 site?

**Answer: The County is unaware of the presence or absence of shipwrecks in the project area.**

10. Will vibrocore logs be provided?


**Answer: Yes, St. Johns County expects to provide the selected Consultant with the vibrocore logs collected, and the related gradation curves developed, by the USACE.**

11. Will sub-bottom survey data be made available?

**Answer: Per the USACE, the sub-bottom data are old, limited in scope, and potentially unavailable. The selected Consultant will assess all available data to make the decision whether additional sub-bottom seismic data needs to be collected to deliver the products required of the project.**

**THE SUBMITTAL DUE DATE REMAINS MAY 17, 2018 AT 4:00 P.M.**

**Acknowledgment**

  
Signature and Date

James N. Marino, President

Printed Name/Title

Taylor Engineering, Inc.

Company Name (Print)

Sincerely,

David Klages  
Procurement Coordinator

**END OF ADDENDUM NO. 1**



St. Johns County Board of County Commissioners

Purchasing Division

May 10, 2018

ADDENDUM #2

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Clarification:

- The RFQ documents specify that firms must include résumés for at least each of the following positions and that only the Lead Hydrographic Surveyor and Cultural Resources Specialist positions could be sub-contracted:
  - Project Manager (person to coordinate with County & all other necessary entities)
  - Lead Engineer
  - Lead Coastal Modeler
  - Lead NEPA Scientist
  - Lead Permitting Specialist
  - \*Lead Hydrographic Surveyor
  - \*Cultural Resources Specialist

Addendum 2 shall remove the stipulation for sub-contracting the positions so that any of the positions can be sub-contracted if need be.

**THE SUBMITTAL DUE DATE REMAINS MAY 17, 2018 AT 4:00 P.M.**

~~Acknowledgment~~

Signature and Date

James N. Marino, President

Printed Name/Title

Taylor Engineering, Inc.

Company Name (Print)

Sincerely,

David Klages  
Procurement Coordinator

**END OF ADDENDUM NO. 2**

**EVALUATOR'S SCORE SHEET EXAMPLE**

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

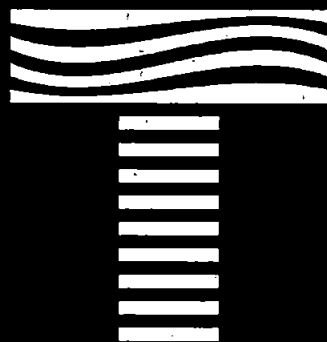
**CRITERIA RANKING**

**PROJECT: RFQ NO: 18-63; OFFSHORE BORROW SAND AREA DESIGN AND PERMIT APPLICATION ASSISTANCE**

	A. Company & Staff Qualifications	B. Related Experience	C. Project Approach	D. Quality & Schedule Control	E. Quality of Submittal	TOTAL
<b>Respondents</b>	0 - 30	0 - 30	0 - 30	0 - 5	0 - 5	<b>0 - 100</b>

**SIGNATURE OF EVALUATOR:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TAYLOR**  
ENGINEERING, INC.



10151 Deerwood Park Blvd., Bldg. 300, Suite 300

Jacksonville, FL 32256

(904) 731-7040

[WWW.TAYLORENGINEERING.COM](http://WWW.TAYLORENGINEERING.COM)



## St. Johns County Board of County Commissioners

Purchasing Division

May 9, 2018

### ADDENDUM #1

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**From:** St. Johns County Purchasing Department  
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**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

David Klages  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



St. Johns County Board of County Commissioners

Purchasing Division

May 10, 2018

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance

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Clarification:

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THE SUBMITTAL DUE DATE REMAINS MAY 17, 2018 AT 4:00 P.M.

Acknowledgment

Sincerely,

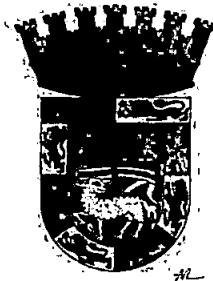
Signature and Date

David Klages
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



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

**RFQ NO: 18-63  
REQUEST FOR QUALIFICATIONS**

**OFFSHORE BORROW SAND AREA DESIGN  
AND PERMIT APPLICATION ASSISTANCE**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150**

**Final: 4/24/18**

**TABLE OF CONTENTS**

- I. Advertisement**
- II. Introduction**
- III. Scope of Services**
- IV. Contract Requirements**
- V. FEMA Required Contract Provisions**
- VI. Request for Qualifications Submittal Requirements & Evaluation**
- VII. Attachments/Forms**

**RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFQ Packages are due by or before **4:00 P.M. (EDST) on Thursday, May 17, 2018**. Any packages delivered to or received by the Purchasing Department after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

Recent hurricanes and nor'easters have severely eroded South Ponte Vedra Beach and Vilano Beach. To alleviate beach damage and protect upland infrastructure, St. Johns County is in the process of developing a sand placement project to restore the dune and berm system in portions of the shoreline between R76 and R117 ("project area"), a state-designated critical erosion area. Offshore borrow sand sources are required to implement the sand placement project.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA), St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to design the borrow area to allow for dredging beach compatible sands suitable for placement in the project area and to assist the County to obtain the required lease from the Bureau of Ocean Energy Management (BOEM).

The prime consultant must demonstrate completions of a minimum of **three (3)** projects along the Florida coast of similar scope within the past **ten (10)** years as described in the Project Description and be licensed to provide engineering services in the state of Florida.

RFQ Packages are available for downloading from Onvia DemandStar, Inc. at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting document **#18-63**. Vendors registered with DemandStar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department Point of Contact provided below. When making a request, please provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Qualifications shall be submitted **in writing** by or before close of business (5:00 P.M.) on **Monday, May 7, 2018** to the following Designated Point of Contact:

**Designated Point of Contact Information:** David Klages, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [dklages@sjcfl.us](mailto:dklages@sjcfl.us)  
Phone: (904) 209-0166

A **Non-Mandatory Pre-Submittal Meeting** shall be held in the Aviles Conference Room in the **St. Johns County Administration Building**, 500 San Sebastian View, St. Augustine, FL 32084 on **Thursday, May 3, 2018 at 11:00 A.M.** Attendance at this meeting is not required but is encouraged by the County.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container. Each package submitted must have the respondent's name and mailing address marked plainly on the exterior of the envelope/container along with the RFQ name and number. Each package shall consist of one (1) original hard-copy AND one (1) exact electronic PDF copy on a USB flash drive. Both the hard copy and the electronic copy of the submitted RFQ Package shall include any and all required documentation along with any and all supplemental information.

**Deliver or Ship RFQ Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFQ until contract(s)*

*are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for qualification, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

Any bidder, proposer or person substantially and adversely affected by any intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance

**PART II: INTRODUCTION**

**A. Background:**

Recent hurricanes and nor'easters have severely eroded South Ponte Vedra Beach and Vilano Beach. To alleviate beach damage and protect upland infrastructure, St. Johns County is in the process of developing a sand placement project to restore the dune and berm system in portions of the shoreline between R76 and R117 ("project area"), a state-designated critical erosion area. Offshore borrow sand sources are required to implement the sand placement project.

As part of its *St. Johns County Coastal Storm Risk Management Project*, the U.S. Army Corps of Engineers (USACE) in 2017 identified potential sand sources offshore from the county shoreline north of St. Augustine Inlet. Per the USACE, it collected thirty-five (35) vibracores at design-level spacing and conducted limited sub-bottom surveys at Site N3 to "fully develop" (from geotechnical and geological standpoints) a borrow area with at least eight million cubic yards of beach compatible sands. Because N3 is located approximately eight miles offshore from the project area, in federal waters, dredging sands from N3 will require a lease from the Bureau of Ocean Energy Management (BOEM). The selected Consultant will assist the County to obtain such lease.

Further, the County has submitted a joint coastal permit application to the Florida Department of Environmental Protection (FDEP) and USACE for sand placement in portions of South Ponte Vedra Beach and Vilano Beach. The application is currently open-ended about borrow sources and exact placement locations. The Consultant will provide the County the work products needed for completion of the portions of the permit application pertaining to a borrow source.

**B. Objectives:**

The selected Consultant will:

- Develop and design the borrow area at Site N3 to provide adequate volumes of sands compatible with the native beach sands of South Ponte Vedra Beach and Vilano Beach between R76 and R117.
- Provide all services necessary to assist the County in procuring a lease from BOEM for the offshore borrow area in Site N3.
- Provide all services pertaining to the borrow area necessary for the County to complete the sections of the permits pertaining to the borrow area in its existing application for permits from FDEP and USACE.

**C. Tentative Schedule:**

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFQ, through and until the deadline for submitted RFQ Packages, the County will notify all interested respondents via Addendum.

Advertisement of Request for Qualifications for Consultants	April 25, 2018
Non-Mandatory Pre-Submittal Meeting	May 3, 2018
Deadline for Questions / Requests for Information/Clarifications	May 7, 2018
Issuance of Final Addendum	May 10, 2018
RFQ Package Submission Deadline	May 17, 2018
Evaluation of Submitted RFQ Packages	May 24, 2018
Presentation of Firm Recommended for Award to BOCC	June 19, 2018
Negotiation of Contract	July 6, 2018
Award of Contract	July 9, 2018

**D. Due Date & Location:**

Packages submitted in response to this Request for Qualifications must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00 P.M.) on Thursday, May 17, 2018**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**E. Designated Point of Contact for Information:**

Any and all questions or requests for information relating to this Request for Qualifications shall be submitted **in writing** by or before close of business (5:00 P.M.) on **Monday, May 7, 2018** to the following Designated Point of Contact:

**Contact Information:** David Klages, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [dklages@sjcfl.us](mailto:dklages@sjcfl.us)  
Phone: (904) 209-0166

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, interested firms may contact Leigh Daniels, CPPB, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Interested firms may not contact any staff member of St. Johns County, except the Designated Point of Contact, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

**F. Pre-Submittal Meeting:**

There will be a **Non-Mandatory Pre-Submittal Meeting** held in the Aviles Conference Room in the **St. Johns County Administration Building**, 500 San Sebastian View, St. Augustine, FL 32084 on **Thursday, May 3, 2018** at **11:00 A.M.** Attendance at this meeting is not required but is encouraged by the County.

**G. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

All copies of acknowledged addenda, if applicable, must be submitted in **Section 7: Administrative Information**.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications

**H. Costs Incurred by Respondents:**

Respondents are responsible for any and all costs associated with developing and submitting an RFQ Package in response to this RFQ. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood that no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any respondent, during the entire RFQ Process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

**I. Determination of Responsiveness:**

The County shall make a determination for each respondent as to the responsiveness of the submitted RFQ Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this Request for Qualifications may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFQ Package. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

**J. Equal Employment Opportunity:**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**K. Public Records:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**L. Consideration for Contract Award:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

**M. Contract Performance:**

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

**PART III: SCOPE OF SERVICES**

**1. Existing Data Review and Gaps Identification:**

All data collected by USACE referenced in its 2017 report and details of its analysis will be available for use by the Consultant. The Consultant will review the relevant parts of USACE (2017) dealing with offshore borrow sources, available reports describing native beach sediments (e.g., USACE (2016), FGS (2009), S.E.A (2008), etc.), and any other relevant reports to determine any additional data needs.

The Consultant will conduct coordination/pre-application meetings with USACE, FDEP, and BOEM to communicate to them the project objectives and come to an understanding on the information, data, and analyses needed to submit complete applications for respective permits and lease agreements. For example, these meetings should discuss agency needs and concerns, the need for any borrow site excavation impact analyses, the level of National Environmental Policy Act (NEPA) coordination necessary, etc.

**2. New Data Collection:**

The Consultant will use the results of item 1 above to collect any additional field data. Per our current understanding, the Consultant will likely be required to conduct bathymetric and cultural resources surveys of the proposed borrow area. The Consultant will coordinate with BOEM to get its consent to conduct surveys required at the borrow area.

**3. Borrow Area Design:**

The Consultant will design the borrow area to allow for dredging beach compatible sands suitable for placement in the project area. If required and if possible, depending on the volumes of beach compatible sands available, the design will not only consider sands for an initial placement event but also those for anticipated future placement needs. The Consultant should be prepared to conduct a Borrow Area Excavation Impact Analysis if the regulatory agencies state that requirement.

**4. Borrow Area Environmental Services:**

The Consultant will conduct all environmental work for the borrow area necessary to submit completed borrow area portions of relevant permit and lease applications. If the need arises, the Consultant should be prepared to prepare an Environmental Assessment for the borrow area.

**5. BOEM Lease Agreement:**

The Consultant will prepare and submit all information necessary for the County to execute with BOEM the Negotiated Noncompetitive Agreement for Use of Outer Continental Shelf Sand, Gravel, and/or Shelf Resources.

**6. Additional Services:**

The Consultant will state in its proposal any additional services it thinks are necessary to achieve the project objectives.

**References**

Florida Geological Survey 2009 A Sedimentological and Granulometric Atlas of the Beach Sediments of Florida’s East Coast. Tallahassee, Florida.

Scientific Engineering Applications, Inc. (S.E.A.) 2008 Geotechnical Analysis of Native Beach Samples Collected from St. Johns County, Florida. Melbourne, FL.

U.S. Army Corps of Engineers 2017 Coastal Storm Risk Management Project, Final Integrated Feasibility Study and Environmental Assessment, South Ponte Vedra Beach, Vilano Beach, and Summer Haven reaches, St. Johns County, Florida.

**Links**

National Environmental Policy Act: <https://www.epa.gov/nepa>

2017 USACE Report: <http://www.saj.usace.army.mil/Missions/Civil-Works/Shore-Protection/St-Johns/>

**PART IV: CONTRACT REQUIREMENTS**

**A. Contract Agreement & Term:**

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated the County will issue a professional services contract for a term lasting two (2) years from the date of execution.

It is expressly understood that the Board of County Commissioner’s (Board’s) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board’s preference/selection of any proposal, contract negotiations will follow between the County and the selected respondent. It is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected respondent. The County reserves the right to delete, add to, or modify one or more components of the selected respondent’s proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

**B. Insurance Requirements:**

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

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

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

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with

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

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

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

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

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

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

**C. Indemnification:**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-Consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-Consultant, 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 Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.**

**D. Qualification and Minimum Experience:**

The prime consultant must demonstrate completions of a minimum of **three (3) projects along the Florida coast** of similar scope within the past **ten (10) years** as described in the Project Description and be licensed to provide engineering services in the state of Florida.

**E. Licenses, Permits & Fees:**

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

**F. Governing Laws & Regulations:**

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

**G. Termination:**

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive

calendar days, the Contract Agreement may be terminated by St. Johns County **for cause**, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, **without cause**, upon thirty (30) days written notice to the Consultant.

## **PART V: FEMA REQUIRED CONTRACT PROVISIONS**

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

### **1. Energy Policy and Conservation Act**

The awarded contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Reference 2 CFR 200 A II (h)

### **2. Compliance with the Copeland "Anti-Kickback" Act**

A. Consultant. The awarded consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The awarded Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a consultant and subconsultant as provided in 29 C.F.R. § 5.12.

Reference 2 CFR 200 A II (d)

### **3. Compliance with the Contract Work Hours and Safety Standards Act**

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the consultant and any sub consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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

D. Subcontracts. The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier

subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR 200 A II (e)

#### **4. 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 sub-recipient 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 sub-recipient 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.

#### **5. Clean Air Act**

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

Reference 2 C.F.R. Part 200, Appendix II

#### **6. Federal Water Pollution Control Act**

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

Reference 2 C.F.R. Part 200, Appendix II

#### **7. Procurement of Recycled/Recovered Materials**

- A. In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2) Meeting contract performance requirements; or
  - 3) At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Reference 2 C.F.R. § 200.322

**8. Compliance with Federal Law, Regulations, and Executive Orders**

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

Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E, § 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

**9. No Obligation by Federal Government**

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

**10. Program Fraud and False or Fraudulent Statements or Related Acts**

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

Reference 31 U.S.C. §§ 3729-3733

**11. Non-Segregated Facilities**

The consultant and each subconsultant shall comply with the Certification of Non-segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a RFQ, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

**12. Americans with Disabilities Act of 1990 (ADA)**

The consultant shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10

**13. Equal Opportunity**

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the County pursuant to this Request for Qualifications and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The County prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

Reference 2 CFR.200.321

**14. Sub-Consultants**

If the awarded consultant elects to sub-contract with any firm, for any portion of the work, the consultant shall be responsible for all work performed by any subconsultant and the consultant shall not be relieved of any obligations under the awarded Contract.

Each Respondent shall submit a list of proposed sub-consultants and their primary areas of work to be used if awarded the contract. Each Respondent must provide a list of sub-consultants, under **Section 3: Company and Staff Qualifications**, and attach a copy of any and all licenses and certificates for each sub-consultant listed. If no sub-

consultants are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed subconsultant to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a subconsultant. The Respondent then may, at his option, withdraw his RFQ Package, or submit an acceptable alternate subconsultant, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent from further consideration of award under this RFQ.

The County reserves the right to disqualify any Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subconsultants and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

The awarded consultant shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

#### **15. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 CFR 200 A II (j)

#### **16. Suspension and Debarment**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)

## **PART VI: REQUEST FOR QUALIFICATIONS SUBMITTAL REQUIREMENTS & EVALUATION**

### **A. Respondent Responsibilities:**

All RFQ Packages received in response to this Request for Qualifications shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFQ Package, each Respondent certifies that he/she has fully read and understands any and all instructions in the Request for Qualifications, and has full knowledge of the scope, nature, and quality of work to be performed. All RFQ Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

### **B. RFQ Response Packaging Instructions:**

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container. Each package submitted must have the respondent's name and mailing address marked plainly on the exterior of the envelope/container along with the RFQ name and number. Each package shall consist of one (1) original paper submittal AND one (1) USB flash drive containing one (1) PDF **exact copy** of the original hard-copy documents of the RFQ Package which shall include all required documents and any supplemental information. **Electronic copies shall consist of one (1) complete file and not a series of separate files.**

### **C. Evaluation of Responses:**

All properly submitted RFQ Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will be provided access to the electronic copies of all submitted RFQ Packages, a copy of the RFQ Document with all issued Addenda, an Evaluator's Score Sheet and a Narrative Sheet. The Team shall then evaluate each RFQ Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFQ Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual with the exception of the Designated Point of Contact provided herein. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet, and an explanation of scoring provided on the Narrative Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Team Member, and rank the responding firms highest to lowest based on the scoring from the Evaluators.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County!

### **D. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFQ Packages from highest to

lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Company and Staff Qualifications.....	30
B. Related Experience.....	30
C. Project Approach.....	30
D. Quality & Schedule Control.....	5
E. Quality of Submittal.....	5
<b>Total Points Possible:</b>	<b>100</b>

**E. Trade Secrets:**

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**F. Use of County Logo:**

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

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Should a package be submitted with the County's seal/logo included, the County reserves the right to find the submitting firm non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFQ.

**G. RFQ Package Submittal Format:**

All RFQ Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFQ Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

All RFQ Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Package Cover Page
2	Cover Letter
3	Company & Staff Qualifications
4	Related Experience
5	Project Approach
6	Quality & Schedule Control
7	Administrative Information

**H. RFQ Package Components:**

All of the components outlined below must be included with each copy of the RFQ Package and submitted as follows:

- One (1) original on 8 1/2" x 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style, 12 size font.
- One (1) **complete PDF exact copy** of the original, hard-copy submitted RFQ Package on USB flash drive. The

PDF copy shall be one complete file and not a series of files.

- All headings, sections and sub-sections shall be identified appropriately.
- Submittal shall be no more than **twenty-five (25)** pages excluding page tabs, separators, etc. and copies of certifications, licenses, etc. Résumés shall be no more than two (2) pages per person.

All documentation must be submitted in the **exact order and format as shown below**. The goal of the required format is to simplify the RFQ Package preparation and evaluation process, and to ensure that all submittals receive the same orderly review. **The *Quality of Submittal* scoring will be based on the format, organization, and attention to detail.**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

**Section 1: RFQ Cover Page (include solicitation number/name along with your firm's name)**

**Section 2: Cover Letter**

Please provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with the PDF copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address.
- A brief statement of the respondent's understanding of the services required.
- Profile - provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations.

**Section 3: Company and Staff Qualifications**

Respondent shall provide evidence that the firm has qualified and experienced staff to perform the scope of services required for this project. In addition, provide a brief summary of the firm's overall capabilities relative to the Engineering Services as outlined in the scope and work relative to this project.

- Identify key personnel assigned to the project.
- Provide a Project Organization Chart.
- Include résumés for at least each of the following positions:
  - Project Manager (person to coordinate with County & all other necessary entities)
  - Lead Engineer
  - Lead Coastal Modeler
  - Lead NEPA Scientist
  - Lead Permitting Specialist
  - \*Lead Hydrographic Surveyor
  - \*Cultural Resources Specialist

\*If the Prime consultant does not have either of these positions on staff, they may use a sub-consultant.

- Identify the primary contact for this project.
- Include a list of sub-consultants with credentials and related experience
- Proper and valid licensing to conduct business in the State of Florida.
- Current applicable licenses, certifications, etc.

**Section 4: Related Experience**

Respondent shall provide evidence of the successful completion, either as the lead firm or as a sub-consultant, of no less than **three (3)** projects in the past **ten (10)** years as described in the Project Description. Emphasis should be on projects of comparable size and scope.

**Section 5: Project Approach**

Respondent shall provide a narrative describing the proposed approach, capabilities, and methods in performing the project services. Each proposal must include a detailed work plan that addresses approach and method of how work on the project will be performed. The objective of the work plan is to demonstrate the respondent's understanding of the project's scope of work, ability to logically plan and complete the project, and ability to successfully deliver any periodic progress reports,

final reports, and presentations to the County.

**Section 6: Quality & Schedule Control**

Respondent shall provide a written narrative of the firm's project management methods to establish, monitor, and track quality control methods including coordination of sub-consultants and ability to meet schedules in a timely manner.

**Section 7: Administrative Information**

Please include the following:

- Proof of Insurance, as required
- Drug Free Work Place Form (complete and submit)
- RFQ Affidavit (complete and submit)
- RFQ Affidavit of Solvency (complete and submit)
- RFQ Conflict of Interest Form (complete and submit)
- All Addenda (signed and dated, if applicable)

**EVALUATOR'S SCORE SHEET EXAMPLE**

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

**CRITERIA RANKING**

**PROJECT: RFQ NO: 18-63; OFFSHORE BORROW SAND AREA DESIGN AND PERMIT APPLICATION ASSISTANCE**

	A. Company & Staff Qualifications	B. Related Experience	C. Project Approach	D. Quality & Schedule Control	E. Quality of Submittal	TOTAL
<b>Respondents</b>	0 - 30	0 - 30	0 - 30	0 - 5	0 - 5	<b>0 - 100</b>

**SIGNATURE OF EVALUATOR:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**DRUG-FREE WORKPLACE FORM**

Company Name: \_\_\_\_\_

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualifications to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO THEIR PROPOSAL.**

RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand that failure to make truthful and complete disclosure of any fact or item of information contained herein may result in disqualification or termination for cause by the County of any contract for the services provided pursuant to above referenced RFQ and/or other action(s) authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) :

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**OPTIONAL CHECKLIST**

**RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance**


<b>SECTION</b>	<b>RFQ PACKAGE COMPONENTS</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFQ Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company & Staff Qualifications		
<b>Section 4</b>	Related Experience		
<b>Section 5</b>	Project Approach		
<b>Section 6</b>	Quality & Schedule Control		
<b>Section 7</b>	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Form		
	All Addenda, if applicable		

**SEALED BID MAILING LABEL**

**RFQ No: 18-63; Offshore Borrow Sand Area Design and Permit Application Assistance**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFQ"**

<b>SEALED RFQ • DO NOT OPEN</b>	
SEALED RFQ #:	<b>RFQ 18-63</b>
BID TITLE:	<b>Offshore Borrow Sand Area Design and Permit Application Assistance</b>
DUE DATE/TIME:	<b>Thursday, May 17, 2018 4:00 P.M.</b>
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing ATTN: David Klages 500 San Sebastian View St St. Augustine FL 32084



**END OF DOCUMENT**