

**CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 18th day of April 2012, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **OLSEN ASSOCIATES, INC.**, a Florida Corporation, whose principal office address is located at 2618 Herschel Street, Jacksonville, FL 32204, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain continuing professional coastal engineering services for the South Amelia Island Shore Stabilization; and

WHEREAS, said services are more fully described in the Scope of Services, Attachment "A", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional engineering services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional coastal engineering services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of a Work Authorization, or "Task Order." Each Task Order shall set forth a specific scope of services, the amount of compensation and the required completion date (as applicable).

2.2 The services shall be performed on an "as needed" basis per project and by Task Order to this contract. Each Task Order shall be approved by the Board of County Commissioners or their authorized designee.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information and/or services, and to render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the SAISS Project Manager to act on the County's behalf with respect to the Scope of Services. The SAISS project manager, under the supervision of the SAISSA Board of Trustees shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a five (5) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be for a five (5) year increment. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the current Calendar Year "Loaded Billing Rates", which for 2012 is attached hereto as Attachment "B", and incorporated herein as if set forth in full. Tasks may be negotiated on a Time and Materials (T & M) basis, or a Lump Sum (LS) basis as determined by the County.

5.2 Consultant shall prepare and submit to the SAISS Project Manager Services, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a brief report or memorandum identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice per Task Order: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County for each Task Order. This indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

5.5 Each project or Task shall have its own specific value on a "stand alone" basis.

5.6 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued for the calendar year following the anniversary date of this Agreement. The labor unit rates for 2012 are set forth in Attachment "B".

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

7.1 This Agreement;

- 7.2** The Scope of Services attached hereto Attachment "A";
- 7.3** Loaded Billing Rates for 2012 attached hereto as Attachment "B";
- 7.4** Request for Qualifications for Coastal Engineering Services Continuing Contract, Solicitation No. NC12-005;
- 7.5** Proposal submitted by Consultant in response to the Request for Qualifications for Coastal Engineering Services, Solicitation No. NC12-005;
- 7.6** Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. 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 non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 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 Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

10.2 The County agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the County's own negligent acts, errors, or omissions and those of the County's officers, employees, or other contractors, subcontractors, consultants or agents. The Consultant is not obligated to indemnify the County for the County's own negligence.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Professional Liability:

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.
- b. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.

14.1.4 Comprehensive Automobile Liability: Coverage must be afforded in a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles

- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.4 Umbrella policy: Coverage must be afforded in a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$1,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit
\$500,000/\$500,000/\$500,000.

14.1.5 Additional Insured. County is to be specifically included as an additional insured.

14.1.6 Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed

with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial information concerning any self insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or

causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or fail to observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a

waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

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.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

William R. Moore AICP
SAISS Project Manager
904.277.5103 (Phone)
wmoore@omnihotels.com

U.S Mail Address:

P.O. Box 3000
Amelia Island, Florida 32035

Overnight Address:

1501 Lewis Street
Amelia Island, Florida 32034

With a copy to the County Attorney as follows:

Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904.548.4590 (Phone)
904.321.2658 (FAX)
dhallman@nassaucountyfl.com

CONSULTANT:

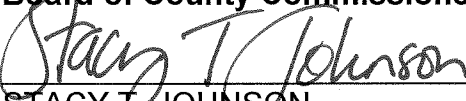
Olsen Associates, Inc.
Attn.: Erik J. Olsen, P.E.
2618 Herschel St.
Jacksonville, FL 32204
(904) 387-6114
(904) 384-7368
eolsen@olsen-associates.com

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,
Board of County Commissioners**


STACY T. JOHNSON
Its: Chair

Date: 4-18-12

ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency.


DAVID A. HALLMAN

ATTEST:

OLSEN ASSOCIATES, INC.


(Corporate Secretary)

Albert E. Browder
Type/Print Name of Corporate Secy.


Signature of President/Owner

Erik J. Olsen
Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: 2 April 12

CORPORATE ACKNOWLEDGEMENT


STATE OF FLORIDA:

:SS

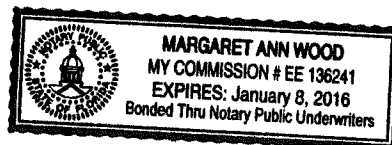
COUNTY OF DUVAL:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ALBERT E. BROWDER AND ERIK J. OLSEN, of OLSEN ASSOCIATES, INC., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 2nd day of April, 2012.


Signature of Notary Public
State of Florida at Large

Margaret Ann Wood
Print, Type or Stamp
Name of Notary Public



- ☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

- ☐ DID take an oath, or
☒ DID NOT take an oath.

ATTACHMENT A

Consultant Scope of Services for Coastal Engineering Services Board of County Commissioners, Nassau County, Florida

As part of this Agreement, the Nassau County Board of County Commissioners may require Coastal Engineering Services including, but not limited to:

- A. Beach erosion control and related project planning and design.
- B. Coastal engineering analyses including numerical modeling.
- C. State and Federal permitting, specifically for beach erosion control projects including Water Quality Variances (as required).
- D. Geotechnical studies, data collection and Cultural Resource Investigations necessary for the development of offshore or upland borrow sites necessary for beach and dune restoration.
- E. Contract administration, construction observation and final certification of beach erosion control or related projects.
- F. Data acquisition, analysis and reporting of inlet, beach and offshore survey monitoring data in compliance with State of Florida specifications and requirements.
- G. Environmental and survey services as required to meet State and Federal permitting and design requirements associated with beach erosion control projects.
- H. Assistance with Grant Applications seeking State, Federal, FIND, or other sources of cost sharing.
- I. Preparation of engineering reports, documents, analyses, etc.
- J. Scheduling and cost estimating for erosion control or related projects.
- K. Design document and bid preparation/assistance.
- L. Liaison with State and Federal agencies and the formulation of technical presentations to same.
- M. Public involvement, public meeting preparation and participation
- N. Assistance with beach disposal activities by the FIND or other agencies.
- O. Presentations to and liaison with the Nassau County Board of Commissioners, the SAISSA Board of Directors and the Florida Park Service.
- P. Expert witness services.
- Q. Post-storm assistance to Nassau County and the formulation of "engineered" beach submittals or documentation to FEMA.
- R. Miscellaneous coastal engineering services as necessary.

Work will be awarded on a project by project basis that may include any or all of the above services, or services not specifically mentioned, but related to the specific discipline. The Consultant may hire sub-consultants to be used for portions of the required services; however, the primary consultant must be responsible for all of the work performed.

ATTACHMENT B

**Loaded Billing Rates – 2012
for
Coastal Engineering Services
Board of County Commissioners, Nassau County, Florida**

**OLSEN ASSOCIATES, INC.
LABOR RATES
2012**

Principal	\$212/hr
Principal II	\$188/hr
Senior Engineer	\$160/hr
Coastal Engineer I	\$123/hr
Coastal Engineer II	\$101/hr
Coastal Engineer III	\$92/hr
Inspector	\$77-87/hr
Draftsman/Designer (CADD)	\$63/hr
Administrative Assistant	\$67/hr

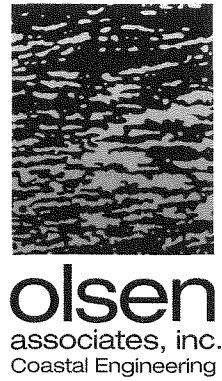
MEMORANDUM

Date: 02 April 2012

To: Bill Moore – SAISS Project Representative

From: Albert E. Browder, Ph.D., P.E. *AEB*
Senior Engineer, Project Manager

Re: Task Order 2012-01:
Year-1 Physical Monitoring of Engineered Beach Nourishment Project
2011 Renourishment: South Amelia Island Shore Stabilization Project



Please see the attached Task Order for the documentation of engineered beach conditions along the Atlantic Ocean and Nassau Sound shorelines of the South Amelia Island Shore Stabilization Project. The survey and analysis are proposed in accordance with the physical monitoring plan included in the project permits, and to maintain the ongoing engineered beach status of the project by documenting the pre-2012 storm season condition of the beach segments at South Amelia Island. Consistent with the monitoring program previously established for the project, beach profile surveys shall extend from landward of the original 1994 reconstructed dune feature offshore to the -30 ft contour (roughly 2,500 to 3,000 ft seaward, approx.)¹. Surveys will be performed by a professional survey firm, under the direction of a Certified Hydrographic Surveyor (consistent with prior surveys).

The subtasks associated with this work include beach survey profiles, digital aerial orthophotography, and oblique aerial photo collection.

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

¹ Standards for the acquisition of monitoring surveys and digital aerial orthophotography will generally follow the State of Florida "Monitoring Standards for Beach Erosion Control Projects."

**NASSAU COUNTY - SAISSA
Task Order Memorandum
Contract CM1852**

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

Date: 02 April 2012
Contract: Coastal Engineering
Request Made By: Bill Moore, SAISSA Rep.
Request Received By: Albert E. Browder, Ph.D., P.E.
Task Order No: 2012-01

Task Order: 2012 Year-1 Physical Monitoring of Engineered Beach Nourishment Project
2011 Renourishment: South Amelia Island Shore Stabilization Project

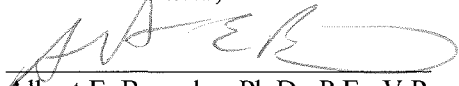
Consultant shall complete the 2012 annual physical monitoring of the South Amelia Island Shore Stabilization Project, as described in the attached Scope-of-Work (Exhibit A).

Deliverables shall include a detailed monitoring report documenting the 2012 pre-storm season condition of the engineered beach, including updated analyses of the performance of the beach fill since construction (relative to the 1994 pre-restoration and August 2011 post-renourishment conditions). Any anomalous areas (hot-spots, etc.) observed in the data shall be identified and discussed. Ten (10) hardcopies of the report shall be delivered to SAISSA along with an electronic *.PDF copy on CD-ROM disc. A signed/sealed set of the beach profile survey maps shall be provided. Electronic copies of the controlled digital aerial orthophotography shall be provided on CD- or DVD-ROM disc. All work shall be performed on a Lump Sum basis.

Fee: \$ 126,000.00 (Lump Sum)

Requested Completion Date: Four (4) months from receipt of survey.


Olsen Associates, Inc.


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

Date:

02 April 2012

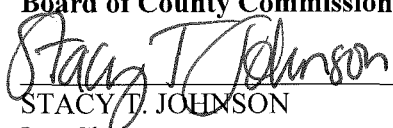
SAISSA


Mrs. Mary Brannen
SAISSA President

Date:

4-3-12

**Nassau County,
Board of County Commissioners**


STACY T. JOHNSON
Its: Chair

Date:

4-18-2012

ATTEST TO CHAIR
sufficiency: SIGNATURE


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal


DAVID A. HALLMAN

SCOPE OF WORK

Year-1 Physical Monitoring Survey (Spring 2012) 2011 Renourishment: South Amelia Island Shore Stabilization Project JCP #0187721-010

April 2012

Overview

The purpose of the task is to conduct the Year-1 annual physical monitoring of the S. Amelia Island Shore Stabilization Project, as directed by the Florida Department of Environmental Protection Joint Coastal Permit #0187721-010 and its associated physical monitoring plan (attached). The monitored area extends for roughly ten miles, including FDEP R-monuments R-55 to R-82 in Nassau County, FL (**Figure 1**). The area likewise includes the offshore borrow site, located roughly one mile offshore in the Atlantic Ocean off R-75 to R-77, approx. [not scheduled for survey in 2012]. The project was last nourished in May-August 2011.

According to the JCP #0187721-010 terms and conditions (pg 22 of 24):

PHYSICAL MONITORING REQUIRED:

33. The Permittees shall conduct a physical monitoring program as specified in the *South Amelia Island Shoreline Stabilization Project Beach Renourishment – Physical Monitoring Plan with Structure Remediation Contingency*, dated December 21, 2009 [revised March 2011]; however, annual surveys in addition to biennial surveys after the third post-construction monitoring survey, and hydrographic surveys of Nassau Sound, are not required as a condition of this permit. The Plan can be revised at any later time by written request of the Permittees and with the written approval of the Department. If there is a subsequent modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

The monitoring program shall include the following:

- a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project. Thereafter, monitoring surveys shall be conducted annually for a period of three (3) years, then biennially until the next beach nourishment event or the expiration of the project design life, whichever occurs first. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittees may request a postponement of the first monitoring survey until the following spring/summer. The request should be submitted as part of the cover letter for the post-construction report. A prior design survey of the beach and offshore may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

The monitoring area shall include profile surveys at each of the DEP reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline, on both sides of the beach fill area. For those project areas that contain erosion control structures, such as groins or breakwaters, additional profile lines shall be surveyed at a sufficient number of intermediate locations to accurately identify patterns of erosion and accretion within this subarea. All work activities and deliverables shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS) *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100*.

- b. Bathymetric surveys of the borrow area shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project concurrently with the beach and offshore surveys required above. Thereafter, monitoring surveys of the borrow areas shall be at two (2) year intervals concurrently with the beach and offshore surveys required above. A prior design survey of the borrow area may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. For borrow sites located in tidal inlet shoals, bathymetric surveys of the entire shoal complex, including any attachment bars, shall be conducted unless otherwise specified by the Department based upon the size of the shoal and the potential effects of the dredging on inlet processes. In all other aspects, work activities and deliverables shall be consistent with the BBCS *Monitoring Standards for Beach Erosion Control Projects, Section 01200*.

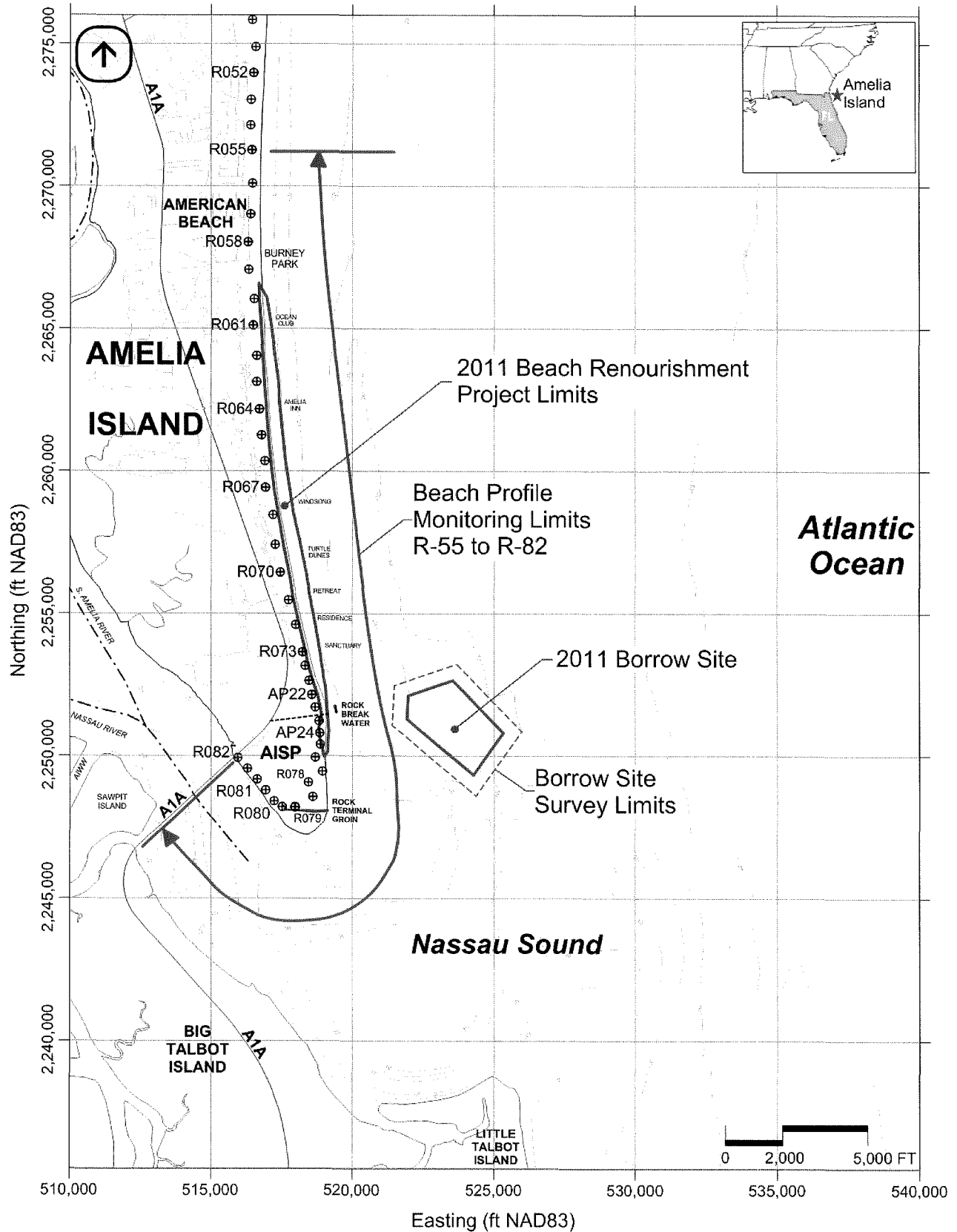


Figure 1 – Location map - physical monitoring plan – South Amelia Island Shore Stabilization Project.

- c. Aerial photography of the beach shall be taken concurrently with the post-construction survey and each annual and biennial monitoring survey required above, as close to the date of the beach profile surveys as possible. The limits of the photography shall include the surveyed monitoring area as described above. All work activities and deliverables shall be conducted in accordance with the latest update of the BBCS *Monitoring Standards for Beach Erosion Control Projects, Section 02000 – Aerial Photography Acquisition*.
- d. The Permittees shall submit an engineering report and the monitoring data to the BBCS within 90 days following completion of the post-construction survey(s) and each annual monitoring survey. The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse impacts attributable to the project. Appendices shall include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction.
- e. Monitoring reports and data shall be submitted to the Bureau of Beaches and Coastal Systems in Tallahassee, JCP Compliance Officer. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Bureau, please include a transmittal cover letter clearly labeled with the following at the top of each page: "This monitoring information is submitted in accordance with the approved Physical Monitoring Plan for Permit No. 0187721-010-JC for the monitoring period [insert dates]."

Task 1.0 - Analyses, Mgmt., Engineering, Report & FDEP Documentation – (Physical Monitoring Plan Item 2.4)

Task 1.1 – Description

"The Permittees shall submit an engineering report and the monitoring data to the BBCS within 90 days following completion of the post-construction survey(s) and each annual monitoring survey. The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse impacts attributable to the project. Appendices shall include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction.."

Consistent with Items 2.4 of the approved Physical Monitoring Plan (attached), as with all previous monitoring efforts, the Consultant shall prepare a detailed annual (or biennial) project monitoring report. The purpose of each report shall be to summarize the annual as well as cumulative data base and to assess project performance. The report includes graphic presentations of temporal and cumulative changes of selected beach contours over time. Volumetric changes at each survey profile and throughout the limits of fill shall be computed and presented in tabular and graphic forms. Aerial photography (if collected) will be utilized to further analyze shoreline changes that may occur between survey lines (beach cusps, rhythmic bar features, structure effects, etc.). Changes over time within and adjacent to the constructed borrow site shall be quantified and discussed (if surveyed). Analyses shall discuss shoreline change trends, potential cause and effect relationships, building proximity (and vulnerability) to the MHWL, storm impacts, other littoral impacts, and a local sediment budget for the area of interest. Net changes to the adjacent shorelines shall be assessed.

Major report(s) of findings will be submitted annually approximately 90 days subsequent to each major monitoring survey. The surveys, aerials, and reports have proven invaluable for other projects in documenting not only pre-storm conditions for FEMA-declared disasters, but also providing clear information regarding the efforts of SAISSA, Nassau County, and the Florida Park Service (FPS) in maintaining an engineered beach eligible for post-disaster assistance from FEMA. This eligibility is critical for the post-storm restoration of the project.

Sub-tasks include:

- Contract and Subcontractor management,
- Liaison with Park personnel and regulatory agencies,

- Data quality control and quality assurance,
- Data assimilation/formatting per FDEP BBBS specifications,
- Update of post-construction history:
 - Overall project history
 - Storms
 - Wave climate for prior year
 - Other beach impacts
 - Beach maintenance activities,
- Update of sea turtle nesting activities upon project shoreline,
- Analysis of shoreline position changes (graphical and tabular data created):
 - Most recent annual intersurvey-period
 - Since renourishment (2011)
 - Since restoration (1994)
 - Interpretation of aerial photography and potential effects of alongshore variations and structures
- Analysis of beach volume changes (graphical and tabular data created):
 - Most recent annual intersurvey-period
 - Since renourishment (2011)
 - Since restoration (1994)
 - Analysis of percentage of placed sand remaining
 - Interpretation of aerial photography and potential effects of alongshore variations and structures
- Interpretation and summary of overall project performance
 - Relative to design intent and local sediment budget
 - Relative to particular beach impacts experienced
- Recommendations for Future Activities,
- Preparation of historical beach profile plots, including most recent survey,
- Preparation of shoreline aerial maps (when aerials flown),
- Assembly of data submittals
 - Electronic Data (CD- or DVD-ROM Disc)
 - Subcontractor reports
 - Surveyor Reports
 - Flight/Camera Calibration Reports – when flown
 - Aerial photography (DVD-ROM discs) – when flown
- Document preparation, printing, and distribution

Task 1.2 – Deliverables

Annually, FDEP shall receive:

- Ten (10) hardcopies of the annual monitoring report,
- one set of DVD-ROM discs containing the digital aerial orthophotos (if flown),

- one CD-ROM disc containing a copy of the report in PDF format, the FDEP-formatted beach profile data (including borrow site if surveyed), and all survey control and flight control reports, with metadata (if collected).

Task 1.3 – Fee - \$87,050.00

Task 2.0 – Beach Profile Survey (Physical Monitoring Plan – Item 2.1)

Task 2.1 – Description

“Topographic and bathymetric profile surveys of the beach and offshore shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project. Thereafter, monitoring surveys shall be conducted annually for a period of three (3) years, then biennially until the next beach nourishment event or the expiration of the project design life, whichever occurs first. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittees may request a postponement of the first monitoring survey until the following spring/summer. The request should be submitted as part of the cover letter for the post-construction report. A prior design survey of the beach and offshore may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

The monitoring area shall include profile surveys at each of the DEP reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline, on both sides of the beach fill area. For those project areas that contain erosion control structures, such as groins or breakwaters, additional profile lines shall be surveyed at a sufficient number of intermediate locations to accurately identify patterns of erosion and accretion within this subarea. All work activities and deliverables shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS) Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100.”

Consistent with Section 2.1 of the approved Physical Monitoring Plan (attached), as with all previous surveys, a certified hydrographic surveyor will conduct the beach and offshore project surveys for the Year-1 annual monitoring. ARC Surveying and Mapping, Inc., of Jacksonville, FL, shall conduct the surveys, under the direction of Mr. Rick Sawyer, PLS. These data shall be collected in accordance with the FDEP BBCS monitoring guidelines for collection of survey data (www.dep.state.fl.us/beaches/publications/pdf/standard.pdf). Forty (40) beach and offshore profile lines, R-55 to R-82 (plus intermediate stations at tip of island), shall be surveyed and the data provided to the Engineer. Details of the survey plan and schedule can be found in the attached Physical Monitoring Plan.

Task 2.2 – Deliverables Surveyor shall provide electronic copies of the survey data in the prescribed datums to the Engineer for formatting and distribution to the Clients (SAISSA, FPS, FDEP BBCS). Surveyor shall likewise provide to Engineer four (4) signed and sealed hardcopies of the survey data, in either planview or beach profile section view format.

Surveyor and Engineer shall develop and submit those portions of the FDEP BBCS data submittal requirements that are the primary responsibility of the Surveyor, including copies of the field book pages from the survey, monument control, QA/QC, surveyor reports, etc. Engineer shall review and approve prior to submittal to FDEP BBCS.

Task 2.3 – Fee - \$22,950.00

Task 3.0 – Borrow Site Survey (Physical Monitoring Plan – Item 3.1.5)

Task 3.1 – Description

"Bathymetric surveys of the borrow area shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project concurrently with the beach and offshore surveys required above. Thereafter, monitoring surveys of the borrow areas shall be at two (2) year intervals concurrently with the beach and offshore surveys required above [revised March 2011]. A prior design survey of the borrow area may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. For borrow sites located in tidal inlet shoals, bathymetric surveys of the entire shoal complex, including any attachment bars, shall be conducted unless otherwise specified by the Department based upon the size of the shoal and the potential effects of the dredging on inlet processes. In all other aspects, work activities and deliverables shall be consistent with the BBCS Monitoring Standards for Beach Erosion Control Projects, Section 01200."

Consistent with Section 2.1.6 of the approved Physical Monitoring Plan (attached), as with all previous surveys, a certified hydrographic surveyor will conduct the borrow site survey for the required monitoring [not required for Year-1 annual monitoring]. ARC Surveying and Mapping, Inc., of Jacksonville, FL, shall conduct the survey, under the direction of Mr. Rick Sawyer, PLS. These data shall be collected in accordance with the FDEP BBCS monitoring guidelines for collection of survey data. (www.dep.state.fl.us/beaches/publications/pdf/standard.pdf).

Task 3.2 – Deliverables Surveyor shall provide electronic copies of the survey data in the prescribed datums to the Engineer for formatting and distribution to the Clients (SAISSA, FPS, FDEP BBCS). Surveyor shall likewise provide to Engineer four (4) signed and sealed hardcopies of the survey data.

Surveyor and Engineer shall develop and submit those portions of the FDEP BBCS data submittal requirements that are the primary responsibility of the Surveyor, including copies of the field book pages from the survey, monument control, QA/QC, surveyor reports, etc. Engineer shall review and approve prior to submittal to FDEP BBCS.

Task 3.3 – Fee - [Task not required for Year-1 annual monitoring]

Task 4.0 – Digital Aerial Orthophotography and Oblique Photography (Physical Monitoring Plan Item 2.2)

Task 4.1 – Description

"Aerial photography of the beach shall be taken concurrently with the post-construction survey and each annual and biennial monitoring survey required above, as close to the date of the beach profile surveys as possible. The limits of the photography shall include the surveyed monitoring area as described above. All work activities and deliverables shall be conducted in accordance with the latest update of the BBCS Monitoring Standards for Beach Erosion Control Projects, Section 02000 – Aerial Photography Acquisition."

Consistent with Section 2.2.1 of the approved Physical Monitoring Plan (attached), digital color aerial orthophotography shall be collected by a qualified subcontractor along the monitored shoreline at or about the time of the annual/biennial beach profile surveys. These data shall be collected in accordance with the FDEP BBCS monitoring guidelines for collection of survey data. (www.dep.state.fl.us/beaches/publications/pdf/standard.pdf).

Consistent with Section 2.2.2, oblique digital aerial photography shall be collected biannually at strategic times to document any potential changes in shoreline configuration, structure condition, and changes to the Nassau Sound ebb shoal system (the “Bird Island Shoals”).

Task 4.2 – Deliverables

Hardcopy prints of the digital orthophotography shall be provided to the Owner group and the FDEP BBCS in accordance with the Joint Coastal Permit. Likewise, digital copies of the controlled aerial orthophotography will be provided to the Owner group and FDEP BBCS on DVD-ROM disc.

Digital copies of the oblique aerial images shall be provided to the Owner group on CD-ROM or DVD-ROM disc and can be posted by the FL Division of Recreation and Parks for review by third parties.

Task 4.3 – Fee - \$16,000.00

Potential FDEP Cost-shared Tasks*
2012 Year-1 Post-Renourishment Physical Monitoring
South Amelia Island Shore Stabilization Project
JCP 0187721-010

Task	Total Fee	State Cost-Share* (39.2%)	Local Cost-Share (60.8%)
1.0 Analyses, Mgmt., Engineering, Report, and FDEP Documentation*	\$87,050.00	\$34,120.00	\$52,930.00
2.0 Beach Profile Survey	\$22,950.00	\$9,000.00	\$13,950.00
3.0 Borrow Site Survey	--	--	--
4.1 Aerial Photography	\$16,000.00	\$6,280.00	\$9,720.00
	\$126,000.00	\$49,400.00	\$76,600.00

*At this time, no funds were allotted by FDEP Bureau of Beaches and Coastal Systems for either construction or Year-1 physical monitoring. Future applications to FDEP BBCS for these funds *MAY* be approved, assuming funds became available for reimbursement. Table reflects only the schedule of potential cost-sharing, to be submitted for consideration in future funding requests.

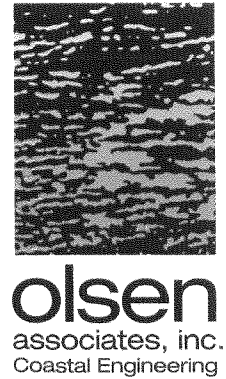
MEMORANDUM

Date: 02 April 2012

To: Bill Moore – SAISS Project Representative

From: Albert E. Browder, Ph.D., P.E. *AEB*
Senior Engineer, Project Manager

Re: Task Order 2012-02:
Year-1 Biological Monitoring of Beach Macrofauna and Borrow Site Benthic Recovery
2011 Renourishment: South Amelia Island Shore Stabilization Project



Please see the attached Task Order for the Year-1 post-construction documentation of beach macrofauna and borrow site benthic recovery associated with the 2011 beach renourishment of the South Amelia Island Shore Stabilization Project. The field data collection and analysis are proposed in accordance with the U.S. Army Corps of Engineers permit for the project, and the work continues the biological monitoring program that began in 2010. The field data collection and analysis will be performed by a registered environmental professional (the same principal investigator that conducted the prior work).

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

**NASSAU COUNTY - SAISSA
Task Order Memorandum
Contract CM1852**

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

Date: 02 April 2012
Contract: Coastal Engineering
Request Made By: Bill Moore, SAISSA Rep.
Request Received By: Albert E. Browder, Ph.D., P.E.
Task Order No: 2012-02

Task Order: Year-1 Biological Monitoring of Beach Macrofauna and Borrow Site Benthic Recovery
2011 Renourishment: South Amelia Island Shore Stabilization Project


Consultant, through the use of a qualified environmental subconsultant, shall complete the permit-required 2012 biological monitoring of the recovery of beach macrofauna species and borrow site benthic species associated with the 2011 renourishment of the South Amelia Island Shore Stabilization Project. This monitoring program, required by the National Marine Fisheries Services as part of the USACE permit, began in 2010, prior to construction. Exhibit A contains a copy of the approved Monitoring Plan.

Work under this Task Order will include the Spring 2012 data collection along the beach and at the borrow site, the first report of results comparing the pre-construction to 1-Yr post-construction results, and the Fall 2012 data collection efforts. Deliverables shall include a detailed 1-Yr monitoring report. Ten (10) hardcopies of the report shall be delivered to SAISSA along with an electronic *.PDF copy on CD-ROM disc. Consultant shall make all required submittals for this work to the appropriate regulatory agencies. All work shall be performed on a Lump Sum basis.

Fee: \$ 56,000.00 (Lump Sum)

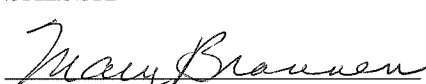
Requested Completion Date: November 2012 (completion of the Fall 2012 sampling).

Olsen Associates, Inc.


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

Date:
02 April 2012

SAISSA


Mrs. Mary Brannen
SAISSA President


Date:
4-3-12

**Nassau County,
Board of County Commissioners**



STACY L. JOHNSON
Its: Chair

Date: 4-18-12

ATTEST TO CHAIR SIGNATURE.


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal sufficiency:


DAVID A. HALLMAN

**NASSAU COUNTY/SAISSA
Task Order Memorandum
Contract CM1852**

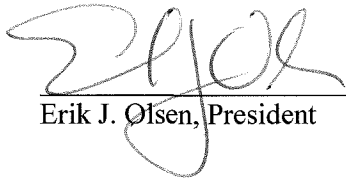
To: Olsen Associates, Inc.
2618 Herschel Street
Jacksonville, FL 32204

Date: 02 April 2012
Contract: Coastal Engineering
Request Made By: Bill Moore, SAISSA Rep.
Request Received By: Erik J. Olsen, P.E.
Task Order No. 2012-03

Task Order Descriptions: Federal Beach Disposal 2012/13

Consultant shall provide technical liaison with USACOE, FIND, F.P.S. and SAISSA in order to maximize the benefits associated with federal beach disposal activities on the south end of Amelia Island. Work will be performed on an as-needed basis over an approximate 12 month period. Invoicing will be on a T&M basis at prevailing rates. The NTE budget shall be \$13,200.00.

Olsen Associates, Inc.


Erik J. Olsen, President

Date:

02 April 2012

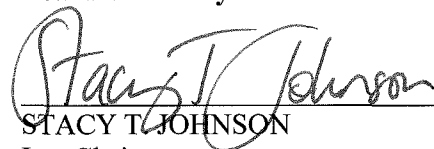
SAISSA


Mrs. Mary Brannen
SAISSA President

Date:

4-3-12

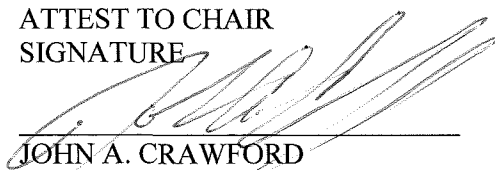
**Nassau County,
Board of County Commissioners**


STACY T. JOHNSON
Its: Chair

Date:

4-18-12

**ATTEST TO CHAIR
SIGNATURE**


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal sufficiency:


DAVID A. HALLMAN