

RESOLUTION NO. 2023 - 458

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE NEGOTIATED CONTRACT WITH JONES, EDMUNDS, & ASSOCIATES, INC AS THE TOP RANKED FIRM FOR PERFORMANCE OF THE REQUIRED SERVICES UNDER RFQ NO 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM.

RECITALS

WHEREAS, the intent of this program is to protect surface water and groundwater and improve the quality of the region's natural systems by minimizing septic tanks in SJC County. The program will be structured to comply with the requirements pursuant to subparagraph 403.067(7)(a)9, Florida Statutes, the Clean Waterways Act 2020-150, and House Bill 1379(2023). The septic-to-sewer program is a long-term plan that aims to identify and replace septic systems within the SJCUD service area, and align requirements for future development with the regulatory goals under which work is authorized by Task Order on an as needed basis upon request from SJC Engineering Department; and

WHEREAS, Purchasing issued a Request for Qualifications (RFQ), in accordance with F.S. 287.055, and received six (6) submittals which were reviewed by the Evaluation Committee, to develop a shortlist of firms that participated in interviews. Based upon the evaluation of the Qualifications, and subsequent interviews, the Evaluation Committee determined Jones, Edmunds & Associates, Inc as the top ranked firm. Staff negotiated the contract based upon the recommendation of the Evaluation Committee, and the negotiated contract is attached; 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 for the required services, serves a public purpose; and

WHEREAS, Services shall be performed as authorized by Task Order, which shall be funded through the SJC Utility Department, or as otherwise provided on the Task Order. .

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 issue and execute a contract, in substantially the same form and format as attached, with James, Edmunds & Associates, Inc., for performance of the Services, in accordance with the Contract Documents.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to issue and execute Task Orders for Services in accordance with the Contract, up to \$500,000 without further Board approval. Any Task Orders in excess of \$500,000 shall be submitted to the Board for approval.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of November, 2023.

Attest: **Brandon J. Patty, Clerk of the Circuit Court and Comptroller**

By: *Crystal Smith*
Deputy Clerk

Rendition Date: **NOV 21 2023**

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: *[Signature]*
Sarah Arnold, Chair





PROFESSIONAL SERVICES AGREEMENT
 BETWEEN
 ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: _____

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This Professional Services Agreement (hereafter "Agreement") is made this ___ day of _____, 2023 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **JONES, EDMUNDS & ASSOCIATES, INC.**, ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 730 NE Waldo Road, Gainesville, FL 32641, Phone: (352) 870-9038 and E-mail: mnelson@jonesedmunds.com, for **RFQ No: 23-87 Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program**, hereinafter referred to as the "Project". When referenced together, the County and Consultant shall be referred to as the "Parties".

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

- a) Fully Executed Change Orders to Task Orders;
- b) Fully Executed Task Orders;
- c) Fully Executed Amendments to this Agreement;
- d) This fully executed Professional Services Agreement and all exhibits and attachments hereto:
 - a. Exhibit A – Consultant's Rate Sheet
 - b. Exhibit B – Appendix II to 2 CFR Part 200
- e) Insurance furnished by Consultant in accordance with Article XII herein;
- f) RFQ Documents for RFQ No. 23-87, including all Exhibits and issued Addenda

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

1.1.3 Consultant shall perform no portion of the Services at any time without adequate Contract Documents for such portion of the Services. If Consultant performs any portion of the Services where Consultant knows or should know such Services involves a recognized error, inconsistency, or omission in the Contract Documents without notice to the Project Manager and the County, Consultant shall bear responsibility for such performance and shall bear the cost of correction.

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

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

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

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

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

ARTICLE II AGREEMENT TERM

2.1 Term

2.1.1 This Agreement shall become effective upon the date of execution by all parties, shall remain in effect for a period of five (5) calendar years ("Initial Term"), and may be renewed for up to five (5) one (1) year renewal periods (Renewal Term). This Agreement may be renewed, upon satisfactory performance by the Consultant, mutual contract by both Parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE III DEFINITIONS

3.1 Definitions

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

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

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

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

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

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

3.1.5 Compensation Method:

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

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

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

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

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

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

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

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

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

3.1.11 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other

information furnished by Consultant to illustrate materials or equipment for some portions of the Project.

3.1.12 Services: The work generally described in the RFQ Documents and as specifically described in each executed Task Order or Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

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

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

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

ARTICLE IV SERVICES

4.1 Scope of Services

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

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

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

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

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

4.2 Task Orders

4.2.1 The Consultant shall submit a cost proposal and scope for each Project, in the format, as requested by the SJC Utility Department. The Consultant shall not perform any Services under this Agreement until a Task Order for such Services has been executed by authorized representatives of both Parties. All Task Orders under this Agreement shall be issued on a form provided by the County. Each Task Order shall set forth a description of the agreed Services to be performed, the total compensation for satisfactory completion of the Services to be performed, and the estimated time for completion of the Services.

4.2.2 Should Consultant have any questions concerning interpretation or clarification of a Task Order or the Contract Documents, Consultant shall immediately submit to the County's Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest pursuant to Paragraph 13.7 titled "Disputes". Consultant's protest shall state clearly and in detail the basis thereof. The County will consider Consultant's protest and render its decision thereon within

twenty-one (21) calendar days. If Consultant does not agree with the County's decision, Consultant shall immediately deliver written notice to that effect to the County.

4.2.3 Task Orders shall be executed by the appropriate, authorized County representative, in accordance with the SJC Purchasing Policy. Task Orders in excess of \$500,000 shall be submitted to the Board of County Commissioners for approval prior to execution.

ARTICLE V SCHEDULE

5.1 Schedule

5.1.1 Consultant shall commence and complete all Services as described in each individual Task Order.

5.2.1 If Services authorized under an executed Task Order, issued under this Agreement, are scheduled to reach completion after the expiration of the Initial Term or any Renewal Term of this Agreement, Consultant agrees to continue to complete such Services, in accordance with the Task Order, under the same terms and conditions as provided herein. Consultant shall be compensated for such Services in accordance with the Task Order.

ARTICLE VI COMPENSATION

6.1 General

The County agrees to pay and Consultant agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 3.1.6 above. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.2 Method of Payment

6.2.1 Compensation for each Task Order shall be based on the method of compensation as stated in each Task Order. Compensation for all Task Orders issued under this Agreement shall either be on a lump sum basis and/or a Not-To-Exceed amount based on the hourly rates (including reimbursable Expenses if applicable), as set forth in Exhibit A.

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

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

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

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit an Application for Payment to the Project Manager, in such form and manner, and with such supporting documentation as the County may reasonably require. Such Application for Payment shall be based upon the amount of Work done or completed during the payment period, which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager shall review the Application for Payment to determine whether or not the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm the amount properly owing to Consultant. Upon confirmation by the Project Manager's confirmation for payment, payments by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

6.2.4 Price adjustments will be considered on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage, but shall at no point exceed four percent (4%) in any given year. Request for price adjustments

must be submitted to the Purchasing Department no later than sixty (60) days prior to the anniversary of the Effective Date of this Agreement for review. If approved, changes to the rates shall be authorized through a Contract Amendment, and signed by both parties. The County is not obligated to approve any requested price adjustments, and may, at its sole discretion, deny any such request from the Consultant based upon availability of funds.

6.3 Withheld Payment

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

6.4 Final Payment

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

6.5 Availability of Funds

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

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

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

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

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

7.2 Confidentiality

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

ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 Consultant's Authorized Representative

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

8.2 Personnel

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

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

8.3 County's Representative

8.3.1 The County shall designate as its County's Representative a Project Manager who shall be fully acquainted with each Project. The County may designate separate Project Manager(s) for individual Task Orders, or a single Project Manager for the entirety of this Agreement, based upon the sole discretion of the County. Each Project Manager shall be the County's Representative from the Effective Date of this Contract until the respective final payment has been made. The Project Manager shall be authorized to act on behalf of the County on to the extend provided in this Article VIII.

8.3.2 The County and Consultant shall communicate with each other in the first instance through the Project Manager.

8.3.3 The Project Manager shall be the initial interpreter of the requirements of this Contract and the judge the performance by the Consultant. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Services with reasonable promptness on request of Consultant.

8.3.4 The Project Manager shall review Consultant's Applications for Payment and shall confirm to the County for payment to Consultant, those amounts then due to Consultant as provided in this Contract.

8.3.5 The Project Manager shall have the authority to reject Services which do not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require Consultant to re-work or provide verification of Services to ensure compliance with Contract requirements at Consultant's expense.

8.3.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Consultant's Submittals including but not limited to Shop Drawings, Work Product, reports, or analyses. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the Contract Documents.

8.3.7 The Project Manager may authorize minor changes in the Services, provided such changes do not impact Contract Price or Contract Time. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time, as such changes must be done by Amendment or Change Order, as otherwise provided in this Contract.

ARTICLE IX SUB-CONTRACTORS

9.1 Sub-Contractors

9.1.1 Consultant may obtain the assistance of other Suppliers, firms, or individuals by subcontract ("Sub-Contractors") for the performance of a portion of the Services specified under one or more Task Orders, provided that any such Sub-Contractors shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Sub-Contractor(s) from the County. The Consultant is encouraged to seek minority, disadvantaged, and women business enterprises for participation in subcontracting opportunities.

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

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

9.1.4 Consultant shall be responsible for ensuring that any and all subcontracts include the requirements as set forth herein for any Services performed by a Sub-Contractor.

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

10.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change.

10.1.2 If the County elects to make a change to a Task Order, which includes changes to the Scope of Services, timeframe for completion, or total cost of the Services, the County shall issue a Change Order. The Consultant shall not commence work on any such change until such Change Order has been fully executed by both Parties.

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

ARTICLE XI CONTRACT CLAIMS/DISPUTES

11.1 Disputes

11.1.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to Consultant's and County's Senior Representatives, upon the request of either Party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

11.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Consultant shall submit a Contract Claim as provided herein.

11.2 Contract Claims

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

- (1) The name and address of the Consultant and any legal counsel; and
- (2) The address to which the Purchasing Director, should send their final decision; and
- (3) Identification of the final adverse decision or document that is the subject of the Contract Claim; and
- (4) Identification of the administrative remedies provided for in the Contract that were pursued prior to submittal of the Claim and the outcome; and

- (5) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any Applicable Laws, or other legal authorities which the Contract deems applicable to the Claim; and
- (6) A statement of the grounds for each issue raised in the Contract Claim; and
- (7) A copy of the final adverse decision or document that is the subject of the Claim and any exhibits, evidence, or documents which the Consultant deems applicable to the issues raised in the Claim.

11.2.2 During the Purchasing Director's review of the Contract Claim, additional information may be requested from either Party. The Parties are to provide the requested information within the time period set forth in the request. Failure of either Party to timely comply may result in resolution of the Claim without consideration of the requested information.

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

11.2.4 The decision for any Contract Claim by the Purchasing Director may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure of the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, but shall not prohibit nor restrict the Consultant's ability to pursue legal action in Circuit Court.

ARTICLE XII TERMINATION

12.1 TERMINATION

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

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

12.1.3 The County may terminate this Agreement, in whole or in part, for cause or default. In the event of the Consultant's default, the County shall issue a Notice of Default to the Consultant, articulating the items which the County finds to be in default of the Contract Documents. Consultant shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Consultant fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause, and the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

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

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

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

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

ARTICLE XIII WARRANTY, INDEMNITY, AND INFRINGEMENT

13.1 Warranty of Performance

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

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

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

13.2 Indemnity

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

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

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

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

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

13.3 Infringement

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

requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

ARTICLE XIV INSURANCE

14.1 Consultant's Insurance Requirements

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

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

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

14.2 Additional Insured Endorsements and Certificate Holder

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

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

14.3 Workers Compensation

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

14.4 Commercial General Liability

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

14.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Commercial Automobile Liability Insurance

with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

14.6 Professional Liability

14.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 and must obtain Tail Coverage for a period of four (4) years following completion of all Services, in the event the Professional Liability coverage is cancelled, terminated, or otherwise expired. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

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

14.7 Other Requirements

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

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

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

ARTICLE XV GENERAL CONSIDERATIONS

15.1 Independent Contractor

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

15.2 Taxes

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

15.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such

sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

15.3 Publicity and Advertising

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

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

15.4 Examination of Consultant's Records

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

15.5 Governing Law & Venue

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

15.6 Arbitration

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

15.7 Assignment and Arrears

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

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

15.8 Severability

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

15.9 Section Headings

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

15.10 Disclaimer of Third-Party Beneficiaries

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

15.11 No Waiver; Course of Dealing

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

15.12 No Waiver of Sovereign Immunity

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

15.13 Conflict of Interest

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

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

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

15.14 Execution in Counterparts

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

15.15 Entire Agreement

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

15.16 Modifications, Amendments, Waivers and Extensions

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

15.17 Survival

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

15.18 Convicted and Discriminatory Vendor Lists

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

15.19 Scrutinized Companies Lists

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

15.20 Employment Eligibility and Mandatory Use of E-Verify

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

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

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

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

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

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

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

15.21 Nondiscrimination

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

15.22 Compliance with Florida Statute 287.138

15.22.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Consultant is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

15.22.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Consultant may access, receive, transmit, or maintain personal identifiable information under this Agreement, Consultant must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Consultant shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

15.23 Drug Free Workplace

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

15.24 Public Records

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

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

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

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF

15.25 Enforcement Costs

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

15.26 Contingency Fee

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

15.27 Written Notice

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

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

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

Jones, Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, FL 32641
Attn: Mark Nelson
Email Address: MNelson@jonesedmunds.com

With a copy to:

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

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

15.28 Non-Exclusive Right

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

15.29 Truth-In-Negotiation Representation

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

unit costs.

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

County

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

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Consultant

Jones, Edmunds & Associates, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

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

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

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

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

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

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

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

None

Signed this ___ day of _____, 20__

Consultant Name

By:

Signature

Printed Name

Title

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

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC
TO SEWER PLANNING PROGRAM
EXHIBIT A
CONSULTANT'S RATE SHEET**

PROFESSIONAL SERVICES AGREEMENT NO: REP 23-87

I. HOURLY RATES

Compensation for services satisfactorily performed shall be in accordance with the Hourly Rates provided below, which shall be approved prior to execution of the Contract, and shall remain firm throughout the duration of the Contract, unless otherwise agreed to by the Parties, as provide in the Contract Documents.

JOB CLASSIFICATION (JOB TITLE)	BASE WAGE RATE	HOURLY RATE
Administrative Assistant	\$ 25.47	\$ 81.87
CADD Designer	\$ 34.46	\$ 110.74
CADD Technician	\$ 29.59	\$ 95.10
Chief Engineer or Scientist	\$ 73.41	\$ 235.96
Construction Administrator	\$ 46.54	\$ 149.59
Construction Project Coordinator	\$ 26.98	\$ 86.74
Database Administrator	\$ 45.34	\$ 138.43
Designer	\$ 38.20	\$ 122.76
Engineer Intern (PhD)	\$ 39.00	\$ 125.34
Engineer or Scientist	\$ 46.74	\$ 150.22
Engineer Intern or Associate Scientist	\$ 35.62	\$ 114.48
Environmental Data Analyst	\$ 33.07	\$ 106.29
Field Representative Construction	\$ 31.54	\$ 101.38
Field Technician Environmental	\$ 31.34	\$ 100.76
GIS Programmer/Analyst	\$ 33.35	\$ 107.20
GIS Technician	\$ 26.11	\$ 83.91
Project Engineer	\$ 54.31	\$ 165.83
Project Manager	\$ 66.13	\$ 201.91
Project Officer	\$ 94.38	\$ 288.18
Project Scientist	\$ 40.55	\$ 130.33
Sr. Administrative Assistant	\$ 36.80	\$ 118.27
Sr. CADD Designer	\$ 40.01	\$ 128.59
Sr. CADD Technician	\$ 33.07	\$ 106.29
Sr. Construction Administrator	\$ 54.39	\$ 174.80
Sr. Database Administrator	\$ 53.01	\$ 170.39
Sr. Engineer	\$ 77.91	\$ 237.87
Sr. Field Representative Construction	\$ 38.06	\$ 122.35
Sr. Field Technician Environmental	\$ 34.33	\$ 110.36
Sr. GIS Programmer/Analyst	\$ 42.29	\$ 135.91
Sr. GIS Technician	\$ 29.59	\$ 95.10
Sr. Project Manager	\$ 75.18	\$ 229.53
Sr. Scientist	\$ 54.32	\$ 174.60
Sr. Technical Editor	\$ 47.94	\$ 154.09
Systems Analyst	\$ 60.90	\$ 195.73

Hourly Rates. The above hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant.

Weekend and Holiday Rates. No additional compensation shall be paid for any Service performed before or after Consultant's standard operating hours or on weekends and holidays, without prior written approval by County.

Quantity of Work. Consultant understands that the County makes no commitments or guarantees as to the total amount or value of the Services to be performed by Consultant. Payment under this Agreement shall be made on the basis of the actual amount of Services satisfactorily performed and completed in accordance with the Contract Documents.

Hourly Rate Adjustments. Consultant may request an increase to the hourly rates on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage, as defined in the definitions section of this Agreement, but shall not exceed four percent (4%) in any given year. Requests for hourly rate adjustments must be submitted to the SJC Purchasing Division no later than sixty (60) days prior to the anniversary of the Effective Date of the Agreement for the County's review and approval. The County is under no obligation to grant any requested hourly rate adjustments. Approved hourly rate adjustments shall be effective only upon the County's issuance of a fully executed Amendment. If Consultant fails to request and/or receive approval for any adjustment to the hourly rates in any given year, the Consultant shall forego any available adjustment for that year, and shall not combine and/or compound any requested hourly rate adjustment in subsequent year(s).

II. REIMBURSEABLE EXPENSES

In addition to the hourly rates and subject to Section 112.061, Florida Statutes, the Consultant may also be reimbursed for actual, direct costs (i.e. travel costs, travel-related expenses, or other direct non-salary expenses) incurred in the performance of the Services, provided supporting documentation such as third-party invoices, receipts, or other data as required by the County to support the validity of the expenses incurred shall be submitted with each invoice.

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

Title 2 —Grants and Agreements

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

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

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

Authority: 31 U.S.C. 503

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

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

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

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

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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



NOTICE OF INTENT TO AWARD

October 5, 2023

RFQ 23-87; Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Jones, Edmunds & Associates, Inc., as the highest ranked firm, based upon evaluation of submitted Qualifications and subsequent presentations under RFQ 23-87.

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

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

Please forward all correspondence, requests or inquiries directly to Jennifer McDaniel, Procurement Coordinator, via email at jmcdaniel@sjcfl.us or phone at (904) 209-3270.

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

Date: 10/13/2023

EVALUATION SUMMARY SHEET
ST. JOHNS COUNTY, FLORIDA



Date: October 5, 2023

RFQ: 23-87; Professional Engineering Services Related to
Implementing a Septic to Sewer Planning Program
Evaluation of Interviews with Shortlisted Firms

FIRM	Proposal Evaluation Score	EVALUATOR Alan Flood	EVALUATOR Chad Smith	EVALUATOR Kevin Ledbetter	EVALUATOR Scott Trigg	EVALUATOR Tony Cubbedge	TOTAL	RANK	COMMENTS
Jones, Edmunds & Associates, Inc.	478.50	25.00	27.00	26.00	27.00	29.00	612.50	1	
Wade Trim, Inc.	453.50	20.00	23.00	21.00	25.00	26.00	568.50	2	
Wright Pierce Engineering	424.50	30.00	27.00	22.00	25.00	25.00	553.50	3	
Kimley-Horn and Associates, Inc.	422.50	28.00	25.00	22.00	27.00	27.00	551.50	4	

APPROVED: Neal Shinkre, Utilities Director

Neal Shinkre 10/5/23

APPROVED: Jaime Locklear, Director, SJC Purchasing

Jaime Locklear 10/13/2023

Posted to Demandstar:

10/13/2023

NOTE:

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

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

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
Professional Engineering Services Related to Implementing
a Septic to Sewer Planning Program

RFQ NO. 23-87 | September 14, 2023

JonesEdmunds
Integrity • Knowledge • Service

— In Association with —



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SECTION 1. QUALIFICATIONS COVER PAGE AND COVER LETTER



RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

COVER PAGE

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

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

FULL LEGAL NAME OF RESPONDENT: Jones, Edmunds & Associates, Inc.

MAILING ADDRESS: 730 NE Waldo Road, Gainesville, Florida 32641

POINT OF CONTACT NAME & TITLE: Mark Nelson, PE, Senior Consultant

POC EMAIL ADDRESS: mnelson@jonesedmunds.com

POC PHONE NUMBER: 352.870.9038

DATE OF SUBMITTAL: September 14, 2023

September 14, 2023

Jennifer McDaniel, Procurement Coordinator
 St. Johns County Purchasing Division
 500 San Sebastian View
 St. Augustine, FL 32084

RE: RFQ NO. 23-87 - PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

Dear Members of the Selection Committee:

St. Johns County Utility Department is required by recent State legislation – Senate Bill 712 (Clean Waterways Act, 2020) and HB1379 (Environmental Protection, 2023) – to develop a long-term septic-to-sewer planning program to protect water resources and improve the quality of the region’s natural systems. The State is also making funds available to assist in achieving legislative compliance.

Jones Edmunds has served St. Johns County since 1993. **We assembled a team with the technical and planning expertise – combined with outstanding local experience –** to develop a program that will achieve legislative compliance, optimize funding assistance, and achieve the SJCUD mission.

Our proposed project team is based in our Gainesville and Jacksonville offices. Mark Nelson will serve as your Primary Point of Contact. Brian Icerman will serve as Program Manager and Secondary Point of Contact. We partnered with local experts with whom we have a history of successful collaboration – Wildwood Consulting to complete the planning phase, and during the implementation phase, Ardurra and ETM will provide the bandwidth to address multiple simultaneous design projects if needed.

At Jones Edmunds, our commitment to you is our unrivaled service with quality, knowledge, and integrity. This means more than just a good technical product – it means being responsive to your needs, providing experienced staff, listening to and understanding your goals and expectations, and communicating throughout each phase to achieve your (and FDEP’s) desired outcome. We welcome the privilege of being a member of your team and are committed to serving you throughout this multi-phase program.

Sincerely,



Mark Nelson, PE
 Primary Point of Contact
 Client Manager
 352.870.9038
 mnelson@jonesedmunds.com

Brian Icerman, PE
 Secondary Point of Contact
 Program Manager
 904.708.9254
 bicerman@jonesedmunds.com



Brett Cunningham, PE, ENV SP
 Principal In Charge
 352.275.0388
 bcunningham@jonesedmunds.com
 (Principal of the Firm with authority to sign all contracts)

JonesEdmunds

REQUIRED INFORMATION

Full legal company name and Company type
 Jones, Edmunds & Associates, Inc., Corporation

Physical street address
 730 NE Waldo Road Gainesville, FL 32641 (Corporate Headquarters)
 8657 Baypine Road, Suite 300, Building 5
 Jacksonville, FL 32256
 324 S. Hyde Park Avenue, Suite 250
 Tampa, FL 33606

Primary point of contact
 Mark W. Nelson, PE, Senior Consultant
 352.870.9038 | mnelson@jonesedmunds.com

Names and titles of principals, partners, owners
 Robert C. Edmunds, PE, CGC – Director
 Stanley F. Ferreira, Jr, PE – President and CEO
 Kenneth S. Vogel, PE – Sr. Vice President
 Brett A. Cunningham, PE, ENV SP – Sr. Vice President
 Brian J. Icerman, PE – Sr. Vice President

Brief statement of company history

Date Established: May 1974

Years in Business: 49

Number of Employees: 129

Business Philosophy:

“Jones Edmunds’ success is and has always been based on our core values of Integrity, Knowledge, and Service. To us, these values mean doing what you say you will do, never resting on the past but always striving to learn and grow and putting service to others ahead of personal gain.” - Rick Ferreira, PE, President/CEO

Brief statement regarding interest in this project

Our team is proud to have partnered with the County to achieve your goals through cost-effective and innovative infrastructure and environmental solutions. We are committed to developing an accurate and actionable septic to sewer program to guide the County in implementing resilient infrastructure that is ready for the future.

ACTION BY CONSENT OF DIRECTORS OF JONES EDMUNDS & ASSOCIATES, INC.

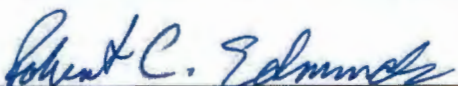
The undersigned, being the members of the Board of Directors of Jones Edmunds & Associates, Inc., a Florida corporation (the "Company"), hereby take the following actions by written consent:

- Robert C. Edmunds shall serve as a Director and Secretary and Treasurer of the Company.
- Stanley F. Ferreira, Jr. shall serve as a Director and President and Chief Executive Officer and Registered Agent of the Company.

Accordingly, it is resolved as follows:

1. Signature authority for signing contracts on behalf of the Company shall be as follows:
 - A. Kenneth S. Vogel, Senior Vice President and Managing Director, and Brett A. Cunningham, Senior Vice President and Managing Director, shall be authorized to sign all contracts.
 - B. All members of the Board of Directors shall be authorized to sign all contracts.
 - C. Managing Directors shall be authorized to sign subcontracts with a fee of \$10,000 or less provided there are no deviations from the Company's standard terms and conditions.
2. In the absence of all authorized contract signers of the Company, a member of the Board of Directors may appoint an officer of the company to serve as Interim Secretary, Interim Treasurer, or authorized contract signer.
3. This Action by Consent may be signed in counterparts, each of which shall be considered an original, and which together shall constitute one and the same instrument. Facsimile copies and signatures shall be treated in all respects as original documents and signatures.

Dated January 10, 2019.



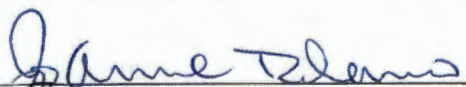
Director



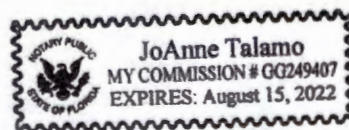
Director

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10th day of January 2019, by Robert C. Edmunds, PE (Director, Secretary, and Treasurer) and Stanley F. Ferreira, Jr. (Director and President and Chief Executive Officer) of Jones Edmunds & Associates, Inc. They are personally known to me.



Notary Signature
PRINT, TYPE OR STAMP NAME OF NOTARY





SECTION 2.

STAFF QUALIFICATIONS
AND PROFESSIONAL
TEAM



Section 2. Staff Qualifications and Professional Team

Jones Edmunds staff have extensive experience performing FDEP OSTDS Remediation Plans, Feasibility Assessment Reports and Septic Tank Phase Out Plans, and septic-to-sewer design projects. We intentionally assembled a small compact team built for speed and efficiency on the front end, supported by a deep redundant bench of design engineers capable of bringing on the bandwidth of up to three experienced septic-to-sewer design firms to provide you with a scalable team to meet the needs of this program over the life of the contract. Our Program Manager, Brian Icerman, PE, will focus on ensuring legislative compliance and your long-range success. His involvement with the FWEA Utility Council, legislative participation, and relationships with FDEP make him an ideal candidate to help steer this program to long-term success. Additionally, as Managing Director of our Infrastructure Discipline, he has the authority to reallocate resources across the company to ensure your needs are met. Externally, he has excellent relationships with our subconsultants and selected each of them to be on the team with SJCUD's needs in mind. Our Project Manager, John Horvath, PE, has extensive experience planning, permitting, and designing wastewater systems, especially septic-to-sewer projects. He has managed or supported design efforts on nearly all our septic-to-sewer programs and projects, including but not limited to Citrus, Clay, Hernando, Marion, and Volusia Counties.



Brian Icerman, our proposed Program Manager, returns to his hometown of Tallahassee to attend legislative days, meet with FDEP, and coordinate with lobbyists regarding changing legislation

Based on the short timelines for the required submissions, our Planning Phase team will consist primarily of staff internal to Jones Edmunds with support from Wildwood Consulting, an exclusive partner to assist with public outreach, funding, and grant management. Wildwood staff have worked for the BMAP group at FDEP for almost two decades. Moving into the Implementation Phase, our team provides SJCUD with the combined design capabilities of Jones Edmunds and Ardurra – with multiple parallel design and construction teams ready to tackle multiple projects at once. ETM's primary role on our implementation team will be survey and subsurface utility engineering (SUE) services. If needed, ETM is also prepared to help with any planning-related services not addressed by the County's Comprehensive Plan Update Consultant, Inspire Placemaking Collective, or additional design or construction services.

Our staff's lengthy experience working with St. Johns County is also important. We understand your roadway, drainage, and utility infrastructure, as well as your natural systems. In many cases, we serve as an extension of your staff, planning, modeling, designing, and permitting projects with you. This helps ensure we can immediately begin work on your septic-to-sewer program. Our team has no learning curve. The following staff Qualifications Table summarizes our Key Personnel's recent and relevant experience in all the required categories.

Key Personnel	OSTDS Remediation Plan	OSTDS GIS	Master Feasibility Report	Public Presentations	Grant Funding / Admin	Hydraulic Modeling	Septic-to-Sewer Design	Construction Admin
Brian Icerman, PE	✓	✓	✓	✓	✓	✓	✓	✓
John Horvath, PE	✓		✓	✓	✓	✓	✓	✓
Troy Hays, PG	✓		✓	✓		✓	✓	
Jamie Bell, PE	✓	✓	✓	✓	✓	✓	✓	✓
Tiffany Busby (Wildwood)				✓				
Brett Cunningham, PE, ENV SP	✓	✓	✓	✓	✓			
Mark Nelson, PE	✓	✓	✓	✓				
Alan Foley, PE		✓		✓	✓	✓		
Jarrold Hirneise, PE		✓		✓	✓	✓		
Jim French, PE			✓	✓	✓	✓	✓	✓
Ken Fraser, PE	✓		✓	✓	✓	✓	✓	✓
TJ Lillo, PE	✓	✓	✓	✓	✓	✓	✓	✓
Chuck Pigeon, PE (Ardurra)	✓		✓	✓	✓	✓	✓	✓
Dave Rasmussen, PE (Ardurra)			✓	✓	✓	✓	✓	✓
Mitchell Chauneay, PE (Ardurra)	✓		✓	✓	✓	✓	✓	✓

Jones Edmunds has an active registration with SAM.gov with no exceptions. A copy of our registration can be found on page 14.

Brian Icerman, PE Program Manager

Brian is a Senior Vice President with Jones Edmunds and is the firm's Managing Director of Infrastructure. He has been a QA/QC Lead, Project Manager, or Technical Lead on septic to sewer planning efforts, septic to sewer designs, water and wastewater design, and master planning projects throughout Florida. Brian has a proven track record of effectively implementing our quality control program and delivering client satisfaction. *For our Septic to Sewer planning and design related efforts in Citrus, Clay, Hernando, Marion and Volusia County – Brian has been involved in each one in various capacities, from Project Manager to QA/QC.*

SELECTED PROJECT EXPERIENCE

Master Wastewater Feasibility Study | Marion County | Project Director | Brian oversaw and assisted with the development of a master wastewater feasibility study for the Rainbow and Silver Springsheds Basin Management Action Plans (BMAPs). He assisted with the development of the feasibility analysis document, stakeholder engagement, community interest/special interest group meetings, and general public outreach. He helped to develop and give presentations detailing project background and status, next steps, and inviting public input.

Blue Spring Wastewater Feasibility Analysis | Volusia County | Project Director | Brian assisted with developing wastewater feasibility analyses for the Blue Spring Springshed BMAPs. The report outlined planning-level strategies for phasing out OSTDS to meet BMAP wastewater nutrient load reduction requirements over the next 20 years.

Doctors Lake Septic Tank Phase-Out Preliminary Engineering Study | Clay County Utility Authority (CCUA) | QA/QC | Jones Edmunds completed a Septic Tank Phase-Out Preliminary Engineering Study for converting houses on five streets on Doctors Lake in Clay County from septic tanks to centralized wastewater operated by the CCUA. Brian performed senior-level QC on all aspects of the project and assisted with public outreach presentations and meetings.

Beverly Hills West Septic Tank Phase Out | JEA | Project Manager | Brian provided QA/QC and project management services. Brian oversaw the project team for a 450+ lot septic tank phase-out project. His responsibilities included organizing the team, keeping the project on schedule, and reviewing conceptual design alternates through final detailed design services for the gravity sewer system, low-pressure sanitary grinder pump system, water main distribution system, and other infrastructure improvements. The project included over 24,000 feet of water main improvements, over 28,000 feet of new gravity sewer design, and approximately 2,500 force mains.

Septic to Sewer Wastewater Master Plan | Hernando County | QA/QC | Brian provided QA/QC services on this project as Jones Edmunds developed a septic to sewer wastewater master plan, which includes updateable hydraulic sewer models and project prioritization tables and an analysis of potential and probable growth areas and aging infrastructure. The master plan developed a 20-year CIP for septic conversions, transmission system, and wastewater treatment expansion/improvements.

DeLeon Springs Wastewater Feasibility Study | Volusia County | Project Manager | Brian worked with Volusia County to develop wastewater feasibility studies for two springsheds. He engaged with the public and led stakeholder and public meetings. The study includes analyzing potential and probable growth areas and projected service needs. It provides a plan that incorporates the Florida Springs and Aquifer Protection Act requirements and addresses septic to sewer conversions and associated system upgrades.



AREAS OF SPECIALIZATION:

- Project Development
- Master Planning
- Project Management
- Quality Assurance and Quality Control
- Hydrologic and Hydraulic Modeling
- Water Treatment and Distribution Facilities Process Planning and Design
- Wastewater Collection and Treatment Facilities Planning and Design
- Water Quality Modeling
- Stormwater Design
- Regulatory Permitting and Compliance
- GIS
- Public Outreach

YEARS OF EXPERIENCE: 15

EDUCATION:

Bachelor of Science, Agricultural and Biological Engineering

PROFESSIONAL

CERTIFICATION:

Professional Engineer, #77080, FL

John Horvath, PE Project Manager

John has extensive experience specializing in planning, analyzing, permitting, and designing wastewater, water, and reclaimed water systems for Florida municipalities. John has experience as a Project Manager, QC Engineer, Senior Engineer, and Lead Design Engineer on various septic to sewer projects. *For our Septic to Sewer planning and design-related efforts in Citrus, Clay, Hernando, Marion, and Volusia County. John has been involved in each one in various capacities, from Project Manager to QA/QC.*

SELECTED PROJECT EXPERIENCE

Silver Springs Shores Septic to Sewer Design (3 Phases) | Marion County | Project Manager | John is managing all three phases of this Design-Build project with Wharton Smith and Ardurra as our subconsultant. This includes hydraulic modeling, system sizing, permitting, lift station location determination/confirmation, utility coordination, electrical service coordination, roadway reconstruction, septic tank abandonment, plumbing to connect water and wastewater, subsurface utility engineering, soil boring exploration, survey, easement identification, and restoration. The three design phases include approximately 1,400 connections, 97,000 lf of gravity mains, and 17,000 lf of force mains.

Doctors Lake Septic Tank Phase-Out | Clay County Utility Authority | Project Manager | John managed the project, led the engineering team, and assisted with PER preparation and public outreach meetings for this project where Jones Edmunds performed a Septic Tank Phase-Out Preliminary Engineering Study for converting houses on five streets on Doctors Lake in Clay County from septic tank to centralized wastewater operated by the Clay County Utility Authority (CCUA).

Orange City Septic Tank Phase-Out Master Plan | Volusia County | Project Manager | John provided oversight as the Project Manager and helped evaluate options for removing septic tanks and providing centralized sewer collection with treatment at the Southwest Regional Wastewater Reclamation Facility.

Deltona North Pump Station and Force Main | Volusia County | Senior Engineer | John provided oversight of the project team as Jones Edmunds provided funding assistance, planning, design, permitting, and construction administration services for the construction of a new master lift station and force main that will divert flows from the Deltona North WWTP to SWRWRF.

Garcia Point Septic to Sewer Conversion | Citrus County | Project Manager and Engineer of Record | John provided direct oversight of the project team for the overall preliminary engineering report development, design, and permitting aspects of the project. This STPO project includes a combination gravity and low-pressure sewer collection/transmission system with 14 duplex grinder pump stations for 68 existing homes and 20 vacant parcels adjacent to the Homosassa River.

SR 47 Septic to Sewer | City of Lake City | Task Manager | John managed this project, including preliminary engineering, permitting, and design tasks. Jones Edmunds provided pre-design/preliminary engineering, surveying, permitting, and engineering design of two new master lift stations, approximately 2.5 miles of force main, approximately 1,400 LF of gravity main, 4-inch gas main design, and two horizontal directional drills under I-75.



AREAS OF SPECIALIZATION:

- Project Management
- Septic to Sewer Master Planning & Design
- Pumping and Transmission
- Permitting and Design
- Hydraulic Analysis
- Distribution and Collection Pipelines

YEARS OF EXPERIENCE: 35

EDUCATION:

Master of Engineering, Civil Engineering

Bachelor of Science, Civil Engineering

PROFESSIONAL

CERTIFICATION:

Professional Engineer, #47093, FL

Troy Hays, PG**Phase I Preliminary Design, Phase II Construction Administration**

Troy has extensive experience serving as a Project Manager for a wide variety of septic to sewer projects throughout Florida. He has been responsible for all phases of projects, from funding procurement and compliance to design, constructability reviews, QA through project construction, to facilities start-up and certifications. He is also responsible for implementing the Jones Edmunds construction QA/QC procedures. *For our Septic to Sewer planning and design-related efforts in Citrus, Hernando, Marion, and Volusia County - Troy has been involved in each one in various capacities, from Project Manager to QA/QC.*

SELECTED PROJECT EXPERIENCE

SRF Facilities Plan / OSTDS Remediation Plan | Citrus County | Project Manager | Troy was the Project Manager for this facilities/septic to sewer plan. The Facilities Plan addressed nine planned phases of the County's Homosassa Septic-to-Sewer (S2S) Program outlined in the County's Wastewater Feasibility Study and the Homosassa and Chassahowitzka Springs Groups Basin Management Action Plan (BMAP). Jones Edmunds assisted the County in developing a Multi-Project Clean Water SRF Feasibility Plan for future S2S projects in the Homosassa area.

Old Homosassa East and West Septic Tank Phase Out Projects | Citrus County | Project Manager | Troy was the Project Manager for these two projects, which are the first two of the Homosassa Springs Septic Tank Phase Out Program areas to get the new sewer system. We designed a hybrid gravity/low pressure system that is completely in the right-of-way for ease of County maintenance. The projects included preliminary design, funding agency coordination, and final design through bidding. We are also supporting the County with public information sessions.

Garcia Point Septic to Sewer Conversion | Citrus County | Project Manager | Troy was the Construction Phase Engineering Services Project Manager for this septic to sewer project. He was responsible for overseeing progress, managing the project financials and staffing, and interfacing with the contractor and client weekly.

East Putnam Regional Wastewater System and Septic-to-Sewer Conversion | Putnam County | Project Manager | Troy served as Project Manager for the construction phase of this project that included eliminating 140 septic tanks by installing grinder pump stations at residential homes, 6 miles of collection system piping, four Class I sewage pump stations, a 0.300-MGD wastewater treatment plant, and rapid infiltration basins for disposal of treated wastewater and groundwater recharge. He was also responsible for coordinating with funding agencies.

Centralized Wastewater System – Phase II | Taylor Coastal Water & Sewer District | Project Manager | Troy was the Project Manager for the construction phase of this project that involved installing grinder pumps and new wastewater force main to reduce the nitrogen loads that were being input into the Gulf by septic systems. Phase II was the last part of a larger regional wastewater system around the Keaton Beach community. This project was funded by a grant and loan combination from Rural Development.

Deltona North Pump Station and Force Main | Volusia County | Project Manager | Troy was the Project Manager for the engineering services during the construction of a new master lift station and force main that diverts flows from an old WWTP to an upgraded AWT facility. The new power main required permitting through five local agencies and the Florida Department of Transportation for a directional drill under I-4. Additionally, funding assistance is provided as this project will ultimately reduce nutrient loads to Blue Spring and is in the Priority Focus Area.

**AREAS OF SPECIALIZATION:**

- Project Management
- Septic to Sewer Master Planning & Design
- Construction Administration
- Funding Assistance
- Permitting
- QA/QC
- Evaluation of Site Conditions

YEARS OF EXPERIENCE: 20**EDUCATION:**

Bachelor of Science, Geology

PROFESSIONAL CERTIFICATION:

Professional Geologist, #PG2679, FL

Transportation Approved
 Temporary Traffic Control (TTC)
 No. 51816

Jamie Bell, PE**Phase I Grants/Public Outreach/Regulatory, Planning and Modeling**

"Funding strategies to mitigate project costs and educational and outreach campaigns that communicate complex technical issues into easily understood and relatable terms are essential to connecting with project stakeholders and influencers."

Jamie is a Department Manager in the Jones Edmunds Infrastructure Department. Jamie has played a vital role in our septic to sewer planning projects, preparing the feasibility studies (OSTDS Remediation Plans), assisting with public outreach, facilitating funding requests, and tracking project schedules and budgets. *For our Septic to Sewer planning and design-related efforts in Citrus, Clay, Hernando, Marion, and Volusia County – Jamie has been involved in each one in various capacities, from Project Engineer to Project Manager.*

SELECTED PROJECT EXPERIENCE

Master Wastewater Feasibility Study | Marion County | Project Engineer | Jamie was the EOR and assisted with the development of a master wastewater feasibility study for the Rainbow and Silver Springsheds Basin Management Action Plans (BMAPs). She assisted with the development of the feasibility analysis document, stakeholder engagement, community interest/special interest group meetings, and general public outreach. She helped to develop and give presentations detailing project background and status, next steps, and inviting public input.

Blue Spring Wastewater Feasibility Analysis | Volusia County | Project Manager | Jamie assisted with developing wastewater feasibility analyses for the Blue Spring Springshed BMAPs. The report outlined planning-level strategies for phasing out OSTDS to meet BMAP wastewater nutrient load reduction requirements over the next 20 years.

Gemini/DeLeon Wastewater Feasibility Analysis | Volusia County | Project Engineer | Jamie assisted with developing wastewater feasibility analyses for the Gemini and DeLeon Springsheds BMAPs. The report outlined planning-level strategies for phasing out OSTDS to meet BMAP wastewater nutrient load reduction requirements over the next 20 years.

Doctors Lake Septic Tank Phase-Out Feasibility Study | CCUA | Project Engineer | Jamie worked on all aspects of the feasibility study for converting nearly 400 lots within seven project service areas on Doctors Lake in Clay County from the septic tank to centralized wastewater operated by CCUA.

SR 47 Septic to Sewer | City of Lake City | Engineer of Record | Jamie was the Engineer of Record for preliminary engineering documents, providing client services and assisting with day-to-day project management duties. Jones Edmunds provided pre-design/preliminary engineering, surveying, permitting, and engineering design of two new master lift stations, approximately 2.5 miles of force main, about 1,400 LF of gravity main, 4-inch gas main design, and two horizontal directional drills under I-75.

Septic to Sewer - District A (Subconsultant to COASTAL) | Hernando County | Project Engineer | Jamie is assisting on this project to provide design, FDEP Springs funding assistance, and public outreach for the Septic to Sewer Program for District A - Phase 1.

Water and Wastewater Facility Plans | City of Zephyrhills | Funding Assistance | Jamie assisted with preparing the required water and wastewater facility plan when applying for State Revolving Funding. Once the planning process was complete, she helped the City apply for funding.

**AREAS OF SPECIALIZATION:**

- Project Management
- Grant/Funding Assistance
- Permitting
- Environmental Engineering
- Site Development
- Floodplain Management

YEARS OF EXPERIENCE: 9**EDUCATION:**

Master of Science in Engineering,
Environmental Engineering

Bachelor of Science, Agricultural
and Biological Engineering

PROFESSIONAL**CERTIFICATION:**

Professional Engineer, #84793, FL

FDEP Stormwater Erosion and
Sedimentation Control Inspector,
#38688

Tiffany Busby

Phase I Grants & Public Outreach, Regulatory Coordination

Tiffany has 29 years of experience with environmental projects and issues. Tiffany's expertise includes facilitating discussions on complex and controversial issues, formulating management plans and planning documents, reviewing wastewater and stormwater projects for benefits to surface and groundwater quality, developing environmental indicators, and sharing information among diverse technical experts. Tiffany is familiar with the complex issues related to wastewater infrastructure, water quality, and resiliency. Further, she identifies appropriate courses of action during planning efforts that involve many stakeholders, legislation, and rule-making.

Tiffany is **very familiar with the provisions of Florida House Bill (HB) 1379** and how those provisions may be integrated with the **2020 Clean Waterways Act** (Senate Bill 712) requirements and the **LSJR Basin Management Action Plan (BMAP)** Program. Tiffany is very knowledgeable of the BMAP program, having supported this Florida Department of Environmental Protection (FDEP) program since 2002.

SELECTED PROJECT EXPERIENCE

Facilitation Support for the Clean Waterways Act | Florida Department of Environmental Protection | Project Leader | Facilitate public meetings. Assist in developing of "frequently asked questions (FAQs)" about the Clean Waterways Act onsite sewage treatment and disposal system (OSTDS) and Wastewater Remediation Plans. Creating stakeholder spreadsheet tools for OSTDS project calculations.

Facilitation Support for the Development and Implementation of Local Water Quality Restoration Plans | Florida Department of Environmental Protection | Project Leader | Facilitate public meetings. Share state funding information with local entities, including state agency and water management district grant programs. Develop watershed plans to address water quality impairments. Build project databases. Build StoryMaps to convey information to a general audience.

Knowledge Co-Production for Place-Based Fishery Conservation in Charlotte Harbor, Florida | Florida Fish and Wildlife Foundation | Facilitator | Facilitate discussions to support planning among technical experts on fisheries habitat threats and potential protection measures, especially for snook and tarpon. Identify funding sources for potential efforts.

Coordinate the Lower St. Johns River Technical Advisory Committee (TAC) | Jacksonville Environmental Protection Board | Project Leader | Create forums for scientists, field staff, and resource managers to share information and coordinate efforts. Facilitate technical meetings. Create a support a website for universal access to technical information, grants, and funding sources.

Technical Support for Water Quality Restoration | Florida Department of Environmental Protection | Scientist | Calculate nutrient reductions from local projects based on FDEP guidance, including reductions from septic system enhancements or sewerage. Recalculate project reductions when new models are implemented. Calculate benefits to surface waters and to groundwater in impaired springsheds.



AREAS OF SPECIALIZATION:

- Project Management
- Public Engagement
- Public Meetings
- Grant Programs
- Facilitation with State Agencies

YEARS OF EXPERIENCE: 29

EDUCATION:

Bachelor of Business Administration, Marketing

Master of Environmental Management, Water & Air Resources

PROFESSIONAL MEMBERSHIPS:

Past President, Florida Stormwater Association (two terms)

Past Legislative Chair, Florida Stormwater Association

Past Legislative Chair, Association of National Estuary Programs

Florida Chapter, American Water Resources Association



Brett Cunningham, PE, ENV SP **QA/QC**

Brett is a Senior Vice President and Managing Director of Water Resources with a strong background in wastewater collection system modeling, stormwater modeling, integrated water resources planning, stormwater utilities, and funding procurement. He is a recognized expert in his field and has worked on collection system projects throughout Florida. Examples of wastewater modeling, master planning, and I & I evaluation projects in which he has had significant involvement include GRU, Volusia County, Charlotte County, the City of Atlantic Beach, and Tallahassee. Due to Brett's wide range of experience, he knows how to structure water resource projects to make them implementable, affordable, permissible, and maximize benefits for all stakeholders.

SELECTED PROJECT EXPERIENCE:

- Southwest Regional Service Area WW Expansion | Volusia County | Project Manager
- Sewer Master Planning | Charlotte County | Senior Engineer
- 2040 Master Sewer Plan Update | City of Tallahassee | Project Manager
- Low Impact Development Manual | City of Jacksonville | Task Manager
- Deltona North Pump Station and Force Main | Volusia County | QA/QC
- Infiltration and Inflow (I&I) Reduction | Gainesville Regional Utilities (GRU) | Project Manager

AREAS OF SPECIALIZATION:

- Wastewater Modeling
- Wastewater Master Planning
- Watershed Master Planning
- Integrated Water Resources
- Water Quality Analysis
- Stormwater Management
- Geographic Information Systems

YEARS OF EXPERIENCE: 36

EDUCATION:

Master of Engineering, Environmental Engineering
Bachelor of Science, Environmental Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #46050, FL
Envision Sustainability Professional Credential, #38775



Mark Nelson, PE **Client Services and Stakeholder Engagement**

Mark is a Jones Edmunds Senior Consultant with over 30 years of experience in the areas of water resource management. **Mark has been serving St. Johns County continually for over 20 years.** He will provide Client Services and Stakeholder Engagement on this project. He has been an integral part of our St. Johns County work and has also been actively involved in the application, award, and administration of over \$4 million in grants to St. Johns County. The projects below demonstrate Mark's experience working with the County and other local governments.

SELECTED PROJECT EXPERIENCE:

- Orange City Septic to Sewer Plan | Volusia County Utility | Project Director
- Gemini & DeLeon Springs OSTDS Remediation Plan | Volusia County Utility | Client Services
- Blue Spring OSTDS Remediation Plan | Volusia County Utility | Client Services
- Water, WW & RW Projections | St. Johns County Utility | Project Director
- Main System CUP Modifications | St. Johns County Utility | Project Director
- Vulnerability Assessment | St. Johns County | Project Manager
- TMDL As-Needed Services | St. Johns County | Senior Project Engineer
- Resilient Florida Vulnerability Assessment | Jacksonville Beach | Project Manager
- Resilient Florida Vulnerability Assessment | Clay County | Project Officer
- Oyster Creek Drainage Study | St. Johns County | Project Officer
- Hastings Drainage Study | St. Johns County | Project Officer

AREAS OF SPECIALIZATION:

- Client Services
- Project Management
- Asset Management
- GIS Applications for Water, Wastewater and Stormwater
- Water Resources Management

YEARS OF EXPERIENCE: 30

EDUCATION:

Master of Engineering, Civil Engineering
Bachelor of Science, Civil Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #54404, FL



Alan Foley, PE QA/QC

Alan has been serving St. Johns County continually for almost 20 years. He has been an integral part of our St. Johns County work, serving as our primary Project Manager and Technical Lead on all our watershed management plans and

water quality services in the County. Alan has managed or provided senior direction on most of the water resources or water quality projects Jones Edmunds performed for St. Johns County. Alan is also our Senior Department Manager of our Infrastructure Department, including most of the technical resources for this project. The projects below demonstrate Alan's experience working with St. Johns County and modeling and design.

SELECTED PROJECT EXPERIENCE:

- Infiltration and Inflow (I&I) Reduction | Gainesville Regional Utilities | Project Engineer
- Effective Utility Management Dashboard Development | St. Johns County Utility | Project Manager
- San Sebastian Resiliency Study | St. Johns County | Project Manager
- South Holmes Blvd Drainage Improvements | St. Johns County | Project Engineer
- Pump Station Analytics | St. Johns County Utility | Project Manager
- Regional Stormwater Modeling & Master Planning | St. Johns County | Project Manager/QA/QC
- Water Quality Monitoring | St. Johns County | Project Manager/Senior QA/QC
- Sixmile Creek TMDL Modeling | St. Johns County | Project Manager

AREAS OF SPECIALIZATION:

- Water Resources
- Stormwater Management
- Watershed Management Design and Permitting
- GIS Analysis and Database Applications
- Modeling

YEARS OF EXPERIENCE: 24

EDUCATION:

Master of Engineering, Environmental Engineering
Bachelor of Science, Environmental Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #60075, FL



Jarrod Hirneise, PE Phase I Planning and Modeling

Jarrod is a Jones Edmunds Project Manager and Professional Engineer. Jarrod's concentration is on wastewater modeling and water resources engineering. His project experience includes supporting the St. Johns County regional stormwater modeling,

from the initial model development, the migration of the ten regional models to one model in ICPR4. Jarrod is also a InfoSWMM, InfoWorks ICM, and SewerGEMS, Interconnected Channel and Pond Routing (ICPR) and Geographic Information Systems (GIS) expert.

SELECTED PROJECT EXPERIENCE:

- 2040 Sewer Master Plan Update | City of Tallahassee | Project Engineer
- FY23 Sewer Model Updates | CCUA | Project Engineer
- Beverly Hills Septic to Sewer Phase Out | JEA | Project Engineer
- Vulnerability Assessment | St. Johns County | Assistant Project Manager
- I & I Analysis | City of Tallahassee | Project Engineer
- South Holmes CDBG Drainage Improvement Project | St. Johns County | Project Engineer
- Oyster Creek Drainage Studies | St. Johns County | Project Engineer
- County-Wide Flood Protection LOS Analysis | St. Johns County | Project Manager
- Fox Creek-Holmes Boulevard and Hastings Drainage Studies | St. Johns County | Project Manager
- Regional Model Support (Development Drainage Review) | St. Johns County | Project Engineer

AREAS OF SPECIALIZATION:

- Water Resources Engineering
- Hydraulic and Hydrologic Modeling
- Stormwater Design and Permitting
- Watershed Master Planning
- Drainage Alternatives Analysis
- Drainage/Stormwater Design
- PAVER Modeling
- Regional Watershed Modeling

YEARS OF EXPERIENCE: 11

EDUCATION:

Master of Engineering, Environmental Engineering

Bachelor of Science, Civil Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #81391, FL



Jim French, PE

Phase I Preliminary Design, Phase II Design and Permitting

Jim serves as a Senior Engineer for our Infrastructure Discipline. He manages several water and wastewater design aspects, including wastewater treatment facilities, water distribution and collections, pump stations, and permitting. Jim has over 25 years of combined experience with water/wastewater projects. He has served as the Public Works Director for the City of Neptune Beach and as the Chief Engineer for the Clay County Utility Authority.

SELECTED PROJECT EXPERIENCE:

- SW 6th Street Gravity Main Replacement | GRU | Engineer of Record
- SW 20th Avenue Force Main Extension | GRU | Engineer of Record
- Depot Park Stormwater Pump Station | City of Gainesville | Senior Engineer
- Public Water System Monitoring Plans Phase I | University of Florida | Senior Engineer
- Jacksonville Beach Central/South Basin Drainage Improvements | City of Jacksonville Beach | Senior Engineer
- Direct Potable Recharge (DPR) Feasibility Study | City of Winter Haven | Senior Engineer
- Campus Master Plan Study | City of Winter Haven | Senior Engineer

AREAS OF SPECIALIZATION:

- Water Resources
- Permitting
- Stormwater
- Potable Water
- Wastewater
- MS4 Compliance
- SWPPP Compliance
- AutoCAD
- AutoCAD MAP 3D

YEARS OF EXPERIENCE: 25

EDUCATION:

Bachelor of Science, Environmental Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #57453, FL

Qualified Stormwater Management Inspector, #28812, FL



Ken Fraser, PE

Phase I Preliminary Design, Phase II Design and Permitting

Ken is a Senior Engineer and Project Manager in Jones Edmunds' Infrastructure Discipline with 25 years of experience. He has extensive knowledge in the design, permitting, QA/QC, and construction of various water, wastewater, and stormwater projects, having overseen the design and installation of water, gravity/vacuum sewer, lift stations, and roadway/drainage system improvements for projects ranging from single parcels to facilities that serve hundreds of residential and commercial properties.

SELECTED PROJECT EXPERIENCE:

- Garcia Point Septic to Sewer Conversion | Citrus County | QA/QC
- Chatmire Septic to Sewer Project | FGUA | Task Manager and Engineer of Record
- Beverly Hills (West) Septic Tank Phase Out | JEA | Project Engineer
- Old Homosassa East and West Septic Tank Phase-Out Projects | Citrus County | Engineer of Record
- Lake City SR 47 Septic to Sewer | City of Lake City | Senior Project Engineer
- Doctors Lake Septic to Centralized Sanitary Sewer Conversion In-Fill Design Project | CUA | QA/QC
- Chassahowitzka to Southwest Regional Water Reclamation Facility Force Main | Citrus County | Engineer of Record
- Deltona North Pump Station and Force Main | Volusia County | Project Engineer
- SR16 Wastewater Treatment Plant Discharge Improvements Discharge Improvements | St. Johns County | Project Manager
- Oakwood Villas Phase I, II, and III Improvements | JEA | Program/Project Manager

AREAS OF SPECIALIZATION:

- Wastewater Transmission
- Pump Station Design
- Permitting
- Project Management
- Program/Construction Management
- Value Engineering

YEARS OF EXPERIENCE: 25

EDUCATION:

Bachelor of Science, Environmental Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #57452, FL

NASSCO Lateral Assessment and Certification Program (LACP)

Pipeline Assessment and Certification Program (PACP)

Manhole Assessment and Certification Program (MACP)



TJ Lillo, PE

Phase I Planning and Modeling, Phase II Design and Permitting

TJ serves as an Engineer for our Infrastructure Discipline. He graduated from the University of Florida in May 2019 with a BS in Environmental Engineering Sciences (EES) and recently received his Master's in EES, focusing on wastewater design. Since starting at Jones Edmunds, he has developed a strong affection for water/wastewater hydraulic modeling. TJ also has AutoCAD and GIS experience that he has gained through utility piping, lift station, booster station, and horizontal directional drilling (HDD) design.

SELECTED PROJECT EXPERIENCE:

- Septic to Sewer - District A (Subconsultant to COASTAL) | Hernando County | Engineer
- Master Wastewater Feasibility Study | Marion County | Engineer Intern
- Beverly Hills West Septic Tank Phase Out | JEA | Engineer Intern
- West Old Homosassa Septic to Sewer System | Citrus County | Engineer Intern
- Boulevard St. Water Main and Force Main Replacements and Upgrade | JEA | Engineer Intern
- Deltona North Pump Station and Force Main | Volusia County | Engineer Intern
- Ponte Vedra Blvd. Water Main Relocation Design | JEA | Engineer Intern
- Ft. King Water Main Extension | City of Zephyrhills | Engineer
- Wastewater Master Plan | Hemando County | Engineer Intem

AREAS OF SPECIALIZATION:

- Environmental Engineering Technical Support
- Water/Wastewater Transport ArcGIS
- Water/Wastewater Hydraulic Modeling
- Civil 3D AutoCAD

YEARS OF EXPERIENCE: 4

EDUCATION:

Master of Engineering, Environmental Engineering
Bachelor of Science, Environmental Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #96841, FL
Florida Department of Transportation
Temporary Traffic Control Certification, #62069

Manhole Rehabilitation Inspector Training
Certification Program (ITCP), #0520-010118



Chuck Pigeon, PE

Design and Permitting

Chuck has over 40 years of experience in Florida on a broad range of utilities, civil engineering, and site design projects – including several sewer studies and utilities design and construction projects for County utilities throughout Florida, including St. Johns County.

Chuck has provided utility consulting engineering services for Local, County, and State utility projects and private utilities, associations, and utility districts. He directs civil engineering and water resource-related projects from Ardurra's Ocala office and will apply his years of experience and knowledge of St. John's County's systems and preferences.

SELECTED PROJECT EXPERIENCE:

- Cambridge Greens Septic to Sewer | Citrus County, Florida | Engineer of Record
- Marion County Silver Springs Shores Septic to Sewer | Silver Springs, Florida | Engineer of Record
- Homosassa Sportsman Cove Septic-to-Sewer | Homosassa, Florida | Principal Engineer
- Sewer System Model and Capital Improvement Plan | Crystal River, Florida | Principal Engineer
- Woodland Estates Septic-to-Sewer | Crystal River, Florida | Project Manager
- Bunt's Point Septic to Sewer | Crystal River, Florida | Project Manager

AREAS OF SPECIALIZATION:

- Site Design
- Sewer Studies
- Utilities Design
- Civil Engineering
- Construction

YEARS OF EXPERIENCE: 40

EDUCATION:

Bachelor of Science, Civil Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #37338, FL

Stormwater Management Inspector #9474





Dave Rasmussen, PE, BCEE, QEP
Design and Permitting

Dave is a project manager with 15 years of experience specializing in water and wastewater treatment plant design, large pump station design, plant hydraulics, groundwater remediation hydraulics, construction services, resident project representative services, and permitting. He has extensive experience working with St. Johns County, providing project management and design services for pump stations and sewer systems.

SELECTED PROJECT EXPERIENCE:

- St. Augustine by the Sea (SABTS) Grinder Pump Station | St. Johns County, Florida | Project Manager
- SRF Manhole Rehabilitation Main System 1 | St. Johns County, Florida | Project Manager
- Hastings Lift Station Upgrades | St. Johns County, Florida | Project Manager
- Innlet Beach Master Pump Station (MPS) Improvements | St. Johns County, Florida | Construction Manager
- Pine Lakes Lift Station Upgrades | St. Johns County, Florida | Project Manager
- Shores WWTP Master Pump Station Replacement | St. Johns County, Florida | Project Manager
- Group 3 Lift Station Upgrades | St. Johns County, Florida | Project Manager
- Northwest Reuse and Flushing Pump Station | St. Johns County, Florida | Project Manager
- International Golf Parkway (IGP) Reclaimed Water and Force Main | St. Johns County, Florida | Construction Project Manager
- 16th Street 8-inch Force Main Replacement | St. Johns County, Florida | Project Manager

AREAS OF SPECIALIZATION:

- Water and Wastewater Treatment Plant Design
- Pump Station Design
- Construction Services
- Permitting

YEARS OF EXPERIENCE: 15

EDUCATION:

Bachelor of Science, Environmental Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #77561, FL

Qualified Environmental Professional (QEP), Institute of Professional Environmental Practice

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers



Mitchell Chauney, PE
Design and Permitting

Mitchell has 11 years of experience in Florida on a broad range of utilities, civil engineering, and site design projects – including a number of sewer studies and utilities design and construction projects for County utilities throughout Florida including St. Johns County. Most recently, Mitchell was responsible for updating Marion County's hydraulic model on MCU Eastside Consolidated Water System as part of Silver Springs Shores septic to sewer projects.

SELECTED PROJECT EXPERIENCE:

- Silver Springs Shores Septic to Sewer Phases 2, 3, and 4 | Marion County, Florida | Project Manager
- Cambridge Greens Septic to Sewer | Citrus County, Florida | Project Engineer
- Suncoast Parkway II Water and Sewer Utility Improvements | Citrus County, Florida | Project Engineer
- CR 484 at I-75 UWHCA | Marion County, Florida | Project Manager
- US Hwy 19, Venable Drive and Dunkenfield Avenue Sewer Utility | Citrus County Utility Department, Citrus County, Florida | Project Manager
- Marion Oaks Sewer System Master Plan | Marion County Utilities, Marion County, Florida | Project Engineer

AREAS OF SPECIALIZATION:

- Utilities Design
- Sewer Studies
- Water Systems
- Civil Engineering
- Construction

YEARS OF EXPERIENCE: 11

EDUCATION:

Bachelor of Science, Civil Engineering

PROFESSIONAL CERTIFICATION:

Professional Engineer, #84235, FL

Stormwater Management Inspector #33926



SECTION 2. STAFF QUALIFICATIONS AND PROFESSIONAL TEAM

Licenses/Certifications

**State of Florida
Department of State**


I certify from the records of this office that JONES, EDMUNDS & ASSOCIATES, DAC is a corporation organized under the laws of the State of Florida, filed on May 14, 1974.

The document number of this corporation is 452905.

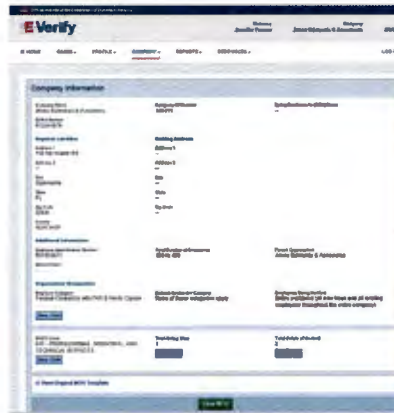
I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/annual license report was filed on February 21, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Clara Under my hand and the Great Seal of the State of Florida at Tallahassee, this 21st day of February, 2024.


Secretary of State

Existing Member ID: 92829702
To affirmance the certificate with the following information this member, and then adding the screenshot displays:
<https://www.sunbiz.org/Verify/Corporation/Details/Corporation/Details>



Verify

Company Information

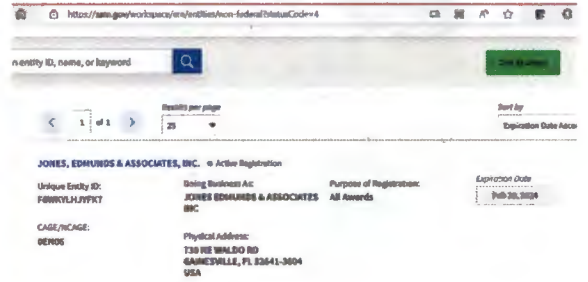
Entity Name: JONES, EDMUNDS & ASSOCIATES, INC.

Entity Type: CORPORATION

Registration Status: ACTIVE

Unique Entity ID: FBWRYLHJYFKY

Physical Address: 730 WILDLAND RD, GAINESVILLE, FL 32641-3004, USA



entity ID, name, or keyword

Results per page: 25

Start by: Expiration Date Asc

JONES, EDMUNDS & ASSOCIATES, INC. • Active Registration

Unique Entity ID: FBWRYLHJYFKY

Being Business AC: JONES EDMUNDS & ASSOCIATES INC

Purpose of Registration: All Awards

Expiration Date: Feb 28, 2025

CASE/CASE#: 60962

Physical Address: 730 WILDLAND RD, GAINESVILLE, FL 32641-3004, USA



dbpr Department of Business & Professional Regulation

LICENSE DETAILS

Licensee Information:

Licensee Name: JONES, EDMUNDS & ASSOCI, INC primary term

Address: 730 WILDLAND RD, GAINESVILLE, FL 32641

County: ALLEN

License Information:

License Type: Registered/Registered Supplier

Class: 6096

License Number: 6096

Expiration Date: FEBRUARY 28, 2025

Special Qualifications: Qualification Exemption

Already Active: No



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

BRIAN JEFFREY

730 WILDLAND RD
GAINESVILLE, FL 32641

LICENSE NUMBER: P177986

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify license online at MyFloridaLicense.com

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

MARK W. NELSON

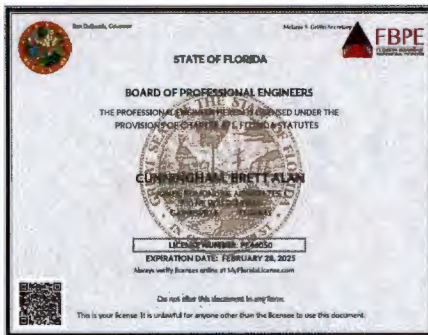
730 WILDLAND RD
GAINESVILLE, FL 32641

LICENSE NUMBER: P164804

EXPIRATION DATE: FEBRUARY 28, 2025

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

BRETT ALAN CUNNINGHAM

JONES, EDMUNDS & ASSOCIATES, INC
730 WILDLAND RD
GAINESVILLE, FL 32641

LICENSE NUMBER: P164250

EXPIRATION DATE: FEBRUARY 28, 2025

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BRETT CUNNINGHAM

ENVISION SUSTAINABILITY PROFESSIONAL

June 07, 2024

June 07, 2024

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

ALAN CHRISTOPHER FOLEY

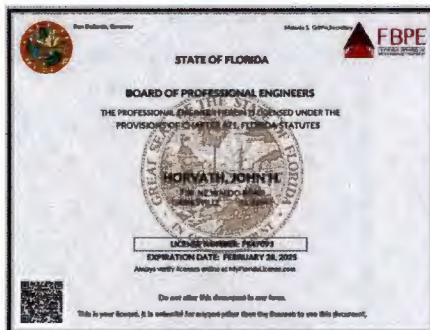
2019 NW 28 AVENUE
GAINESVILLE, FL 32608

LICENSE NUMBER: P160975

EXPIRATION DATE: FEBRUARY 28, 2025

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

JOHN H. MORVATH

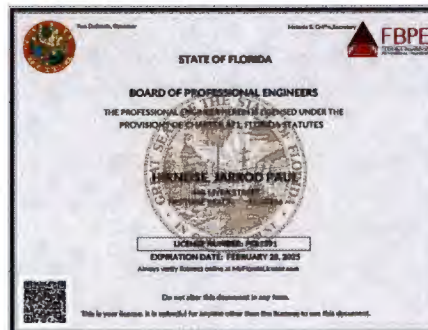
730 WILDLAND RD
GAINESVILLE, FL 32641

LICENSE NUMBER: P160975

EXPIRATION DATE: FEBRUARY 28, 2025

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

JARROD PAUL HERRING

140 EVERETT STREET
GAINESVILLE, FL 32608

LICENSE NUMBER: P161191

EXPIRATION DATE: FEBRUARY 28, 2025

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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

TIMOTHY JAMES JELIS

140 EVERETT STREET
GAINESVILLE, FL 32608

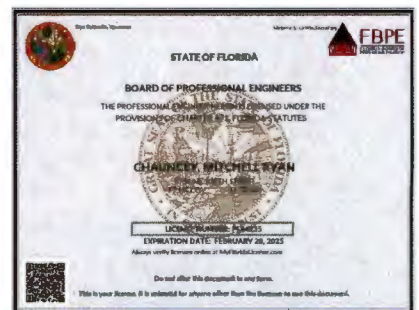
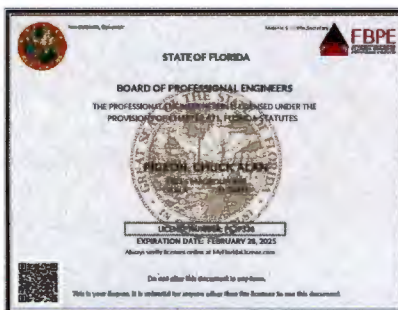
LICENSE NUMBER: P160841

EXPIRATION DATE: FEBRUARY 28, 2025

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SECTION 2. STAFF QUALIFICATIONS AND PROFESSIONAL TEAM



**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

**ATTACHMENT "H"
EQUAL OPPORTUNITY REPORT STATEMENT**

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

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

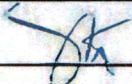
During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

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

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

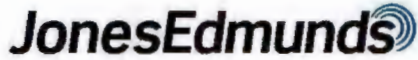
NAME (print): Stanley F. Ferreira, Jr., PE

SIGNATURE:  _____

TITLE: President and CEO

NAME OF FIRM: Jones, Edmunds & Associates, Inc.

DATE: September 12, 2023



Organizational Chart

Bold indicates Key Personnel

SUBCONSULTANTS

- Wildwood Consulting
- Ardurra
- ETM
- GSE



RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT A
QUALIFICATION CERTIFICATION

The Undersigned presents this submitted Qualifications to be considered as a Qualified Engineering Firm to perform Professional Engineering Services for RFQ NO: 23-87; SEPTIC TO SEWER PROGRAM FOR ST. JOHNS COUNTY UTILITY DEPARTMENT.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this submitted Qualifications.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the submitted Qualifications.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A") N/A

Jones, Edmunds & Associates, Inc.
(Respondent Firm)

By [Signature]
(Affiant Signature)

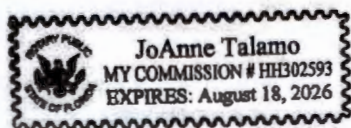
Stanley F. Ferreira, Jr., PE, President and CEO
(Printed Name & Title)

September 12, 2023
Date of Signature

STATE OF Florida

COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 12 day of September, 2023, by Affiant, who is personally known to me or has produced as identification.



[Signature]
Notary Public
My Commission Expires: August 18, 2026

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT B
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or sub-contractor) or been sued by or had a formal claim filed by an owner, sub-contractor or supplier resulting from a contract dispute? Yes ___ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

None

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

None

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

None

5. Have you ever abandoned a project, been terminated for cause or had a performance/surety bond called to complete a project?

Yes ___ No X If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes X No
If no, please explain why?

7. List the status of all pending claims currently filed against your company:

None

Liquidated Damages

1. Has a project owner ever withheld payment, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail:

(Use additional or supplemental pages as needed)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2023

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Brian R Hadar
	PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Phoenix Insurance Company	NAIC # 25623
INSURER B: Travelers Property Casualty Co of Amer	25674
INSURER C: Charter Oak Fire Insurance Company	25615
INSURER D: XL Specialty Insurance Company	37885
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 75161236 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6808N190672	6/30/2023	6/30/2024	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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA8R804284	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP8N201316	6/30/2023	6/30/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UB8N190948	6/30/2023	6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <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
D	Professional Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DPR5015138	6/30/2023	6/30/2024	Per Claim	\$ 5,000,000
							Annual Aggregate	\$ 5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER	CANCELLATION
For Proposal	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
	Brian Hadar
	Brian Hadar

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ENVIRONMENT

DeBary City Council approves plan to remove 2,300 septic tanks impacting Gemini Springs

Katle Kustura
The Daytona Beach News-Journal

Published 12:17 p.m. ET Aug. 25, 2021 | Updated 12:24 p.m. ET Aug. 25, 2021

Facebook X Email Print

The DeBary City Council approved the plan detailing how to remove 2,300 septic tanks that have contributed to the pollution of Gemini Springs.

The 54-page Gemini Springs Wastewater Treatment Feasibility Analysis report, which received unanimous support at the Aug. 18 meeting, was an effort of Jones Edmunds, an engineering and consulting firm; Volusia County Water Resources and Utilities; and the City of DeBary.

"It's been a long journey," Carmen Rosamonda, city manager of DeBary, said during the special council meeting.

...the 2,300 tanks in phases and providing the affected residents with a system could take 20 years and more than \$50 million to complete.

JonesEdmunds

Volusia County
FLORIDA

**VOLUSIA COUNTY - GEMINI SPRINGS
WASTEWATER TREATMENT
FEASIBILITY ANALYSIS REPORT**

Volusia County | November 2021

STATE GOAL

How water quality is graded by the Florida Department of Environment regarding the wastewater production...

A Top Waterway Daily Load (TWDL) calculation is a key tool to measure water quality...

Non-Point Source Pollution (NPSP) is a major concern with daily loads of the TWDL.

SECTION 3. RELATED EXPERIENCE

SECTION 3. RELATED EXPERIENCE



Section 3. Related Experience

Jones Edmunds has extensive and recent experience with septic-to-sewer services, including but not limited to:

- FDEP BMAP driven OSTDS S2S Planning and Design
- Clean Waterways Act
- HB1379 Septic-to-Sewer Outreach
- Wastewater and Septic-to-Sewer Master Planning
- Hydraulic Modeling
- CIP Alternatives
- Multi-Phase Septic-to-Sewer Projects
- Grant Funding
- Alternative Analysis
- EOPC Grant Application
- Septic-to-Sewer with Hybrid Low-Pressure Sewer

“Jones Edmunds has proven their sincere desire to support our best interest in producing the highest quality services.”

*Greg Caldwell
St. Johns County Public Works Director*

We truly appreciate working with you as a trusted advisor and routinely work as an extension of your staff. This experience helps ensure we can hit the ground running with your projects. The following Related Experience Table summarizes our recent and relevant experience with septic-to-sewer projects of similar nature to St. Johns County within the past five years:

Relevant Experience	Completion Date	<div style="display: flex; justify-content: space-between; text-align: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">OSTDS Remediation</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">OSTDS GIS</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Master Feasibility</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Public Presentations</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Grant Funding / Admin</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Hydraulic Modeling</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Design</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Construction Admin</div> </div>								
Marion County Septic-to-Sewer Planning and Implementation*	Ongoing	X	X	X	X	X	X	X	X	
Hernando County Septic-to-Sewer Planning and Implementation*	Ongoing	X	X	X	X	X	X	X	X	
Citrus County Septic-to-Sewer Planning and Implementation*	Ongoing		X	X	X	X	X	X	X	
Volusia County Septic-to-Sewer Planning and Implementation*	August 2022	X	X	X	X	X	X	X	X	
FDEP Water Quality BMAP Facilitation Support**	Ongoing	X			X	X				
Citrus County Cambridge Greens Septic-to-Sewer***	2023	X		X	X	X	X	X	X	
Charlotte County Sewer Master Plan*	Updated SMP started April 2023		X	X	X	X	X			
Tallahassee Sewer Master Plan*	June 2021		X	X	X		X			
JEA Beverly Hills Septic Tank Phase Out*	July 2020						X	X	X	
Orange City Septic-to-Sewer Master Plan*	2018		X	X	X	X	X			
CCUA Doctors Lake Septic Tank*	December 2022		X	X	X	X	X	X	X	
Lake City SR 47 Septic-to-Sewer*	October 2022			X	X	X	X	X	X	
Lake Clarke Shores Septic-to-Sewer Project*	Ongoing		X	X	X	X	X	X		
FGUA Chatmire Septic-to-Sewer Project*	Ongoing			X	X	X	X	X		
FGUA Riverside Village - Septic-to-Sewer Planning*	November 2020			X	X	X	X	X		
Okeechobee Utility Authority LPSS Septic-to-Sewer*	Estimated October 2023			X		X	X	X		

* = Jones Edmunds Project ** = Wildwood Project *** = Ardurra Project

Septic-to-Sewer Planning and Implementation

Citrus County

Citrus County selected Jones Edmunds to implement a program—that includes the planning, funding management, design, permitting, and construction phase services—for a multi-project septic tank phase-out program around Homosassa Springs. Citrus County is home to the first-magnitude Homosassa Springs, which is protected by the FDEP-approved Homosassa and Chassahowitzka Group BMAP. This program eliminates the discharge of nutrients and other septic tank pollutants from entering the groundwater and seeping into the Homosassa Springs and River.

We have completed the planning phase for all the project areas and prepared the FDEP SRF required facilities report. The first septic tank phase-out project area construction has been completed; we have the second area ready to bid for construction, and the following two project areas are in the design phase.

Septic Tank Phase Out Planning Phase: To start this program off, Jones Edmunds prepared a Septic Tank Phase Out (STPO) Plan (aka - Onsite Sewage Treatment and Disposal Systems (OSTDS) Remediation Plan) that outlined the County's septic-to-sewer phase-out plans and wastewater collection and treatment needs and improvements required for the Homosassa area over the next ten years. The STPO/OSTDS Remediation Plan—which was also used as the SRF required facilities report—included the following:

- Outlined required Funding Assistance, including Grants from the Springs Fund, SRF low-interest loans, and WMD cost-share agreements.
- Developed a hydraulic model of County lift stations and force mains to plan wastewater collection system improvements.
- Summarized the need to reduce TN discharges and restore Spring MFLs.
- Developed detailed wastewater flow estimates through 2040.
- Reviewed existing wastewater collection and transmission systems and developed improvement recommendations.
- Reviewed existing WRFs, conducted condition assessments, and prepared infrastructure improvement recommendations to address growth and meet low-level TN requirements.
- Developed a **10-Year Capital Improvement Plan** for infrastructure needs.
- Completed a **Public Outreach Program** to disseminate information to the impacted communities and build stakeholder acceptance.
- Developed a **Financial Feasibility Plan**.

Design Phase(s): We worked with Citrus County to split the STPO/OSTDS remediation program into nine project areas and will complete the design and permitting through construction phase services for each area. The designs consisted of conceptual and final detailed design services, including gravity and low-pressure sewer systems, pump stations, force mains, and individual lot connections required to provide sanitary sewer services.

Point of Contact:

Ken Cheek, Utility Director
352.527.7650
Ken.Cheek@citrusbocc.com

Project Award Date:

December 2020

Project Completion Date:

April 2021. Design started
May 2022 and is ongoing.

Project Cost:

Planning Phase Fee: \$54,390

Design Phase Fees:

Area 1 – \$285,665

Area 2 – \$771,832

Area 3 – \$1,215,975

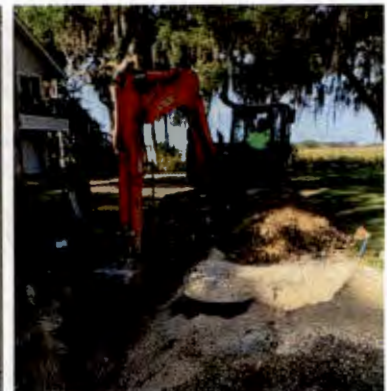
Area 4 – \$534,795

Key Personnel:

- Troy Hays – Project Manager (Homosassa)
- John Horvath – Project Manager (Garcia Point)
- Brian Icerman
- Jamie Bell
- TJ Lillo
- Brett Cunningham

Relevant Services:

- ✓ FDEP STPO/OSTDS Remediation Plan
- ✓ Master Feasibility Report
- ✓ Public Meetings
- ✓ Project Funding and Grant Administration
- ✓ Hydraulic Modeling
- ✓ Lift Station Design



Septic-to-Sewer Planning and Implementation

Hernando County

Septic Tank Phase Out Planning Phase: Jones Edmunds prepared an Onsite Sewage Treatment and Disposal Systems (OSTDS) Remediation Plan and county-wide wastewater master plan (WWMP) that outlined the County's wastewater collection and treatment needs and improvements over the next 20 years. The unincorporated County has numerous areas served by only onsite sewage treatment and disposal systems (OSTDS). The County

had Basin Management Action Plans (BMAP) for two Outstanding Florida Springs – Weeki Wachee and Chassahowitzka. Jones Edmunds secured

Spring Funding for the project, and the WWMP incorporated the requirements of the required FDEP OSTDS Remediation Plan to reduce pollution to the

springs by developing a phased septic-to-sewer conversion program within the Priority Focus Area. The planning project outlined planning-level strategies for phasing out OSTDS to reduce wastewater load-reduction requirements over the next 20 years for the two BMAP springsheds. Developing and implementing the OSTDS Remediation Plan was the first significant step in converting the BMAP areas from predominantly using septic systems to using centralized sewer collection and treatment or enhanced on-site treatment. The OSTDS Remediation Plan and WWMP included the following:

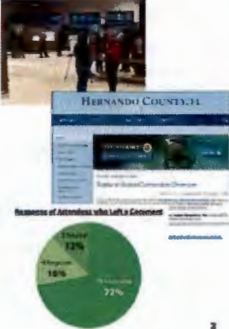
- FDEP Grant Funding (100% grant funded – over \$5 million in both phases)
- Developed a County-wide hydraulic model.
- Summarized need to reduce TN discharges and restore Spring MFLs.
- Developed detailed wastewater flow estimates through 2040.
- Reviewed existing wastewater collection and transmission systems and developed improvement recommendations.
- Reviewed existing WRFs, conducted condition assessments, and prepared infrastructure improvement recommendations.
- Developed a **20-Year Capital Improvement Plan** for infrastructure needs.
- Completed a **Public Outreach Program** to disseminate information to the impacted communities and build stakeholder acceptance.
- Developed a **Financial Feasibility Plan**.

Design Phase(s): The Project design is split into two phases serving over 900 connections. The first phase consisted of conceptual design and final detailed design services, including the gravity sewer system, pump station(s), forcemain, and individual lot connections required to provide sanitary sewer services. Design services also include proper abandonment of septic tanks and drain fields and construction phase services. Jones Edmunds is performing all the aforementioned services and is partnered with a local Hernando County firm, Coastal Engineering. Key elements of Phase 1:

- 510 connections
- 90 sanitary manholes
- 22,000 LF of gravity sewer pipe
- Three lift stations

Overview - HCUD Wastewater Master Plan (WWMP)

- Feasibility Assessment Report – Completed June 2020
 - Inventory of Septic Systems
 - Prioritized Septic to Sewer Conversion – District A, B, and E
 - Selected Centralized Sewer Alternative for Study Districts
 - 20-year Projects Identified for Septic Tank Remediation in the PFA = reductions of 48,707 lb-N/yr (30%)
 - Future Project Areas in the PFA w/out Centralized Sewer will use Enhanced Septic Systems (Enhanced OSTDS) for New or Replacement
- Public Outreach and Informational Meetings
- FAR submitted to FDEP and Received FDEP Approval July 2020
- County Eligible for Additional FDEP Springs Grant Funding



Point of Contact:

Gordon Onderdonk
Utility Director
352.754.4890
gonderdonk@hernandocounty.us

Project Award Date:

August 2019

Project Completion Date:

April 2021. Design started October 2022 and is ongoing.

Project Cost:

Planning Phase Fee: \$798,284
Design Phase Fees:
\$934,010

Key Personnel:

- Brian Icerman – Project Manager
- John Horvath
- Alan Foley
- Jamie Bell
- TJ Lillo
- Brett Cunningham

Relevant Services:

- ✓ FDEP STPO/OSTDS Remediation Plan
- ✓ Master Feasibility Report
- ✓ Public Meetings
- ✓ Project Funding and Grant Administration
- ✓ Hydraulic Modeling
- ✓ Lift Station Design

Septic-to-Sewer Planning and Implementation

Marion County

Septic Tank Phase Out Planning Phase: Jones Edmunds developed the Onsite Sewage Treatment and Disposal Systems (OSTDS) Remediation Plan / Master Wastewater Feasibility Study for Marion County. The planning project was 100% funded by FDEP and outlined planning-level strategies for phasing out OSTDS to reduce wastewater load-reduction requirements over the next 20 years as defined in the Silver Springs and Upper Silver River and Rainbow Spring Group and Rainbow River BMAP. Service areas outside these BMAPs were also assessed as a part of the Study. The work included stakeholder engagement, community interest/special interest group meetings, and public outreach. The Jones Edmunds team helped to develop and give presentations detailing project background and status and next steps and inviting public input. This included assisting with developing web material, handouts, and other information as requested.



Developing and implementing a Master Wastewater Feasibility Planning document as part of this study was the first significant step in converting the BMAP areas from predominantly septic systems to centralized sewer collection and treatment or enhanced on-site treatment. The document met the following objectives:

- Reviewed and compiled historical sewer system and water reclamation facility (WRF) flows and loads data.
- Modeled and predicted system growth
- Developed detailed wastewater flow estimates through buildout.
- Developed a calibrated county-wide transmission system extended period simulation (EPS) model using the Innovyze InfoSWMM.
- Evaluated 133 priority project areas (PPAs), including conceptual system layout, estimates of probable costs, and development of a PPA scoring and ranking system.
- Reviewed existing WRF capacities and infrastructure extension recommendations.
- Developed a **Financial Feasibility Plan**.
- Developed a **Capital Improvement Plan (CIP)**.

The three phases of this project are performed through a progressive Design-Build with Wharton Smith, Jones Edmunds as the engineer, and Ardurra as a subconsultant. The projects each include designing and constructing a gravity sewer system and water transmission system to serve the lots within the project areas. Services include hydraulic modeling, system sizing, permitting, lift station locations and design, utility coordination, electrical service coordination, roadway reconstruction, septic tank abandonment, plumbing to connect water and wastewater, subsurface utility engineering, soil boring exploration, survey, easement identification, and restoration. Key elements of the three phases of design are as follows:

- 1,403 connections/services
- 97,250 lf of gravity mains
- 16,530 lf of force mains
- 100,000 lf of water mains

Point of Contact:

Jody C. Kirkman, PE
Director Environmental Svcs.
352.307.4624
Jody.Kirkman@marionfl.org

Project Award Date:

June 2019

Project Completion Date:

September 2021. Design ongoing.

Project Cost:

Planning Phase Fee:
\$475,000
Design Phase Fees:
\$2,583,000
Construction Cost:
\$65,000,000 (estimated)

Key Personnel:

- John Horvath – Project Manager
- Brian Icerman
- Jamie Bell
- TJ Lillo
- Brett Cunningham

Relevant Services:

- ✓ FDEP OSTDS Remediation Plan
- ✓ Master Feasibility Report
- ✓ Public Meetings
- ✓ Project Funding and Grant Administration
- ✓ Hydraulic Modeling
- ✓ Lift Station Design

Septic-to-Sewer Planning and Design

Volusia County

OSTDS Remediation Planning Phase: Under the 2016 Florida Springs and Aquifer Protection Act, the Florida Department of Environmental Protection (FDEP) is required to adopt septic system remediation plans for Outstanding Florida Springs (OFSs) where FDEP has determined that upgrading or eliminating septic systems is necessary to achieve nutrient water-quality objectives. Volusia Blue, Gemini, and DeLeon Springs are three OFSs in Volusia County with TMDLs and BMAPs that required such plans. Jones Edmunds has finalized two of the three (Gemini and DeLeon Springs) and is completing the third (Volusia Blue Spring) as well as the Volusia County / Orange City Septic Tank Phase-Out Plan.

Jones Edmunds prepared the Wastewater Treatment Feasibility Analysis Reports (FAR), which are grant-funded projects intended to accelerate the development of information essential to implementing effective septic system remediation plans. Key elements of the FAR/OSTDS remediation plans are inventorying septic systems, assessing wastewater capacity and infrastructure, determining infrastructure upgrades, and evaluating cost-effective projects and financing options. The FAR/OSTDS Remediation Plan outlined planning-level strategies for phasing out OSTDS to reduce wastewater load-reduction requirements over the next 20 years for the Gemini, DeLeon Spring, and Volusia Blue Spring BMAP Priority Focus Area (PFA) springsheds. The FAR/OSTDS Remediation Plan included the following:

- FDEP Grant Funding
- Developed a hydraulic model of County lift stations and force mains to plan wastewater collection system improvements.
- Summarized need to reduce TN discharges and restore Spring MFLs.
- Developed detailed wastewater flow estimates through 2040.
- Reviewed existing wastewater collection and transmission systems and developed improvement recommendations.
- Reviewed existing WRFs, conducted condition assessments, and prepared infrastructure improvement recommendations to address growth and meet low-level TN requirements.
- Developed a **20-Year Capital Improvement Plan** for infrastructure needs.
- Completed a **Public Outreach Program** to disseminate information to the impacted communities and build stakeholder acceptance.
- Developed a **Financial Feasibility Plan**.

Design Phase(s): In response to the DeLeon Spring TMDL and BMAP and in concert with other stakeholders, the County desires to reduce the nitrogen and phosphorus levels in the DeLeon Springs springshed by eliminating septic systems and package plants in the designated Priority Focus Area (PFA). Volusia County and Jones Edmunds led the effort to develop a wastewater force main along US Highway 17 from DeLeon Springs to a City of DeLand wastewater system connection point. This force main is a trunk line for developing septic to sewer projects along the corridor. Jones Edmunds provided planning, design, public/stakeholder outreach, and construction services (working under a CMAR format) on an accelerated schedule to phase out septic tanks and connect the DeLeon Springs business community and schools to the City of DeLand's centralized water and wastewater system. The project connected residential and commercial properties to the DeLand Wastewater Treatment Plant and added a new water main along US 17 for increased reliability, isolation valves, and fire hydrants.

Point of Contact:

Michael Ulrich, Director, Water Resources and Utilities
386.943.7027
mulrich@volusia.org

Project Award Date:

November 2020

Project Completion Date:

August 2022

Project Cost:

Planning Phase Fee:

\$427,000

Design Phase Fees:

\$792,000

Key Personnel:

- Jamie Bell – Project Manager (Planning)
- Troy Hays – Project Manager (Design)
- John Horvath
- Ken Fraser
- Brian Icerman

Relevant Services:

- ✓ FDEP FAR/STPO/OSTDS Remediation Plans
- ✓ Master Feasibility Report
- ✓ Public Meetings
- ✓ Project Funding and Grant Administration
- ✓ Hydraulic Modeling
- ✓ Lift Station Design

ENVIRONMENT

DeBary City Council approves plan to remove 2,300 septic tanks impacting Gemini Springs

 **Katie Kustura**

The Daytona Beach News-Journal

Published 12:17 p.m. ET Aug. 23, 2021 | Updated 12:24 p.m. ET Aug. 23, 2021

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The DeBary City Council approved the plan detailing how to remove 2,300 septic tanks that have contributed to the pollution of Gemini Springs.

The 54-page Gemini Springs Wastewater Treatment Feasibility Analysis report, which received unanimous support at the Aug. 18 meeting, was an effort of Jones Edmunds, an engineering and consulting firm; Volusia County Water Resources and Utilities; and the City of DeBary.

"It's been a long journey," Carmen Rosamonda, city manager of DeBary, said during the special council meeting.

Removing the 2,300 tanks in phases and providing the affected residents with a vacuum sewer system could take 20 years and more than \$50 million to complete.

FDEP BMAP Facilitation Support

Florida Department of Environmental Protection (FDEP)

Wildwood Consulting has supported the FDEP with its Basin Management Action Plan (BMAP) program since 2002. The contract, signed in 2017, was extended for five years in 2022. One of Wildwood Consulting's primary roles is to update the utility and stormwater community on the status of FDEP policies and implementation guidance while providing feedback to FDEP about questions and concerns from the utility and stormwater community.

In their role as FDEP contractors, Wildwood Consulting staff (Tiffany Busby and Tina Gordon) are very knowledgeable about how FDEP intends to implement the Florida House Bill (HB) 1379 and how those provisions may be integrated with the 2020 Clean Waterways Act (Senate Bill 712) requirements and the FDEP BMAP Program. As a result of their support for FDEP, Wildwood Consulting has been involved in the following efforts:

- Assisting in the development of "frequently asked questions (FAQs)" about the Clean Waterways Act Onsite Sewage Treatment and Disposal System (OSTDS) and Wastewater Remediation Plans.
- Developing BMAP reduction estimates and calculation methods for OSTDS enhancements and septic-to-sewer projects.
- Creating stakeholder spreadsheet tools for OSTDS project calculations.
- Reviewing existing WRFs, conducting condition assessments, and preparing infrastructure improvement recommendations to address growth and meet low-level TN requirements.
- Evaluating wastewater projects for BMAP project credit.
- Developing and updating the DEP BMP Efficiencies Guidance that describes how wastewater and stormwater projects are credited.
- Supporting the development of the BMAP Muck Removal Guidance and Aquatic Vegetation Harvesting Guidance, respectively.
- Establishing the original water quality credit trading program.

Point of Contact:

Diana Turner
Contract Manager
850.245.8825
Diana.M.Turner@FloridaDEP.gov

Project Award Date:

2017

Project Completion Date:

Ongoing

Project Cost:

Fee: \$2,544,051

Key Personnel:

- Tiffany Busby (Wildwood Consulting)
- Tina Gordon (Wildwood Consulting)

Relevant Services:

- ✓ Clean Waterways Act
- ✓ Florida HB1379
- ✓ LSJR BMAP
- ✓ Public Meetings
- ✓ Project Funding and Grant Administration
- ✓ FDEP FAR/STPO/OSTDS Remediation Plans



2020 Clean Waterways Act Implementation

OSTDS Plans & Wastewater Plans required from local governments in nutrient BMAP areas, unless proven otherwise.

Requests to DEP for potential exemption are due by *July 12, 2023*.

Draft local government plans due by February 1, 2024.

Final local government plans due by August 1, 2024.

DEP must adopt the plans into the Lower St. Johns River Main Stem BMAP by July 1, 2025.

Plans should be submitted to Moira Homann at BMAPProgram@FloridaDEP.gov.

Doctors Lake Septic Tank Phase Out

Clay County Utility Authority

Project Description: Jones Edmunds has served the Clay County Utility Authority (CCUA) for three years. During this time, we have become CCUA's chosen engineering partner for the Doctors Lake Septic Tank Phase Out Program. Our services have included project master planning, preliminary design, hydraulic modeling, final design, public outreach, and funding assistance. The first project area that we helped plan and build a groundswell of public support for – to the extent that approximately 85% of residents signed up for the program – is in construction. We continue to assist CCUA with acquiring funding through the St. Johns River Water Management District (SJRWMD) for these projects, frequently helping with public relations/information sessions, educating the residents, and providing construction services.



Point of Contact:
Paul Steinbrecher
904.272.5999
psteinbrecher@clayutility.org

Project Award Date:
June 2020

Project Completion Date:
December 2022

Project Cost:
\$344,170

Key Personnel:

- John Horvath – Project Manager
- Brian Icerman
- Jamie Bell
- Ken Fraser
- TJ Lillo

JEA Beverly Hills Septic Tank Phase Out

JEA

Project Description: JEA initiated this project to reduce the nutrient loading to the St. Johns River by implementing a new centralized sanitary sewage system to serve roughly 480 homes. The project involved developing conceptual design alternates through final detailed design services for the gravity sewer system, low-pressure sanitary grinder pump system, and water main distribution system improvements within the Beverly Hills West project area. The design also included individual final detailed layouts of the on-site sewer connection for each existing residential structure within the project footprint. These individual designs included the details for the proper abandonment of septic tanks and drain fields on the residential lots.



Point of Contact:
Mike Williams
904.665.7554
willms@jea.com

Project Award Date:
November 2018

Project Completion Date:
July 2020

Project Cost:
\$2,941,925

Key Personnel:

- Brian Icerman – Project Manager
- Ken Fraser
- TJ Lillo

Cambridge Greens Septic-to-Sewer

Citrus County

Project Description: This Ardurra project provides central sewer to the Cambridge Greens subdivisions, a community of over 473 residential parcels at over 65% buildout. The subdivisions are in the central part of Citrus County, FL, within the Priority Focus Area of the Crystal River / Kings Bay Basin Management Action Plan (BMAP). Citrus County received SWFWMD and FDEP grant funding to implement this project as part of the State's Springs Initiative Program and the Co-operative Funding Initiative (CFI). The project will eliminate the use of septic tanks from each lot by providing a public-owned central sewer collection system to provide a net improvement for the nitrogen loading to the springs. Ardurra is providing the full-service approach for this project, including regional planning and preliminary design and modeling analysis, project surveying, environmental services, geotechnical exploration, and public involvement implementation. The project includes over 33,000 linear feet of 8" gravity sewer main, 3,600 linear feet of force main, and four wastewater pump stations. Model scenarios were analyzed using Innovyze Infowater®.



Point of Contact:

Ken Cheek, Utility Director
352.527.7650
Ken.Cheek@citrusbocc.com

Project Award Date:

2021

Project Completion Date:

2023

Project Cost:

\$9,500,000

Key Personnel:

- Chuck Pigeon, PE (Ardurra)



Sewer Master Plan Update (Septic-to-Sewer)

Charlotte County

Project Description: Jones Edmunds assisted the Charlotte County Utilities Department (CCU) in the creation of the Sewer Master Plan back in 2017. Currently, Jones Edmunds is updating the plan. The Sewer Master Plan contains valuable historical data regarding sewer collection and wastewater treatment systems, 20-year population growth projections, expansion planning requirements, and suggested capital improvement projects. We developed a GIS-based model that uses environmental and cost data to prioritize the septic areas to sewer for the three County sewer service areas. The final product included five-year priority plans for septic-to-sewer conversions, recommended wastewater transmission and treatment improvements or expansions, CIP for the recommended sewer and wastewater infrastructure program, and a funding model to allow evaluation of revenue sufficiency, appropriate debt coverage, funding sources, and homeowner assessments. The County can routinely reassess the septic-to-sewer prioritization plan to evaluate the subsequent phases and confirm the needs for the following central sewer expansions. We developed project fact sheets for the recommended improvements to facilitate the plan's adaptability and allow integrations into the CIP. Our team also participated in multiple County, BOCC, and public meetings to present the plan and receive input on the recommendations.



Point of Contact:

Bruce Bullert
Engineering Services Manager
941.764.4509
bruce.bullert@charlottecountyfl.gov

Project Award Date:

October 2016

Project Completion Date:

July 2018

Updated SMP started April 2023

Project Cost:

Engineering Fee: \$535,000

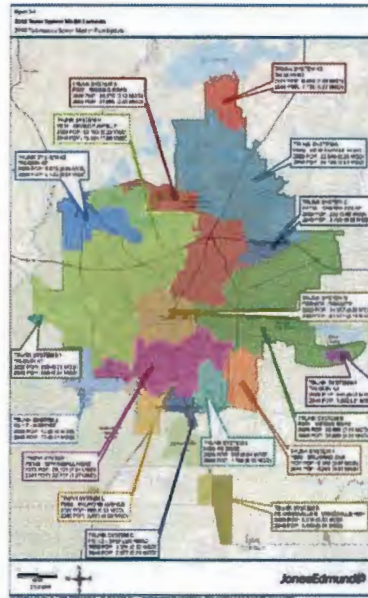
Key Personnel:

- Thomas Friedrich
- Sean Menard
- Brian Icerman
- BJ Bukata

Sewer Master Plan Update

City of Tallahassee

Project Description: This Master Plan Update, which included planning through 2040, built on the 2035 Master Plan Update by updating flows and collection system data, performing capacity assessments using InfoSWMM, and developing necessary capacity improvements and prioritizing them into a Capital Improvement Plan (CIP). Jones Edmunds updated the existing conditions (2020) InfoSWMM model by bringing forward improvements to the collection system that had taken place since 2015 and by updating population and flow estimates and adjusting flow estimates to recorded values where available. We developed 12 new CIP projects to add to the 56 remaining CIP projects that have not been implemented. We prioritized those annually for the first five years and then in five-year increments through 2040. We also developed eight general recommendations for the Master Sewer Plan Update. An add-on phase included model training and as-needed support.



Point of Contact:

Eric Etters
Manager, Water and Sewer
Planning
850.891.6119
Eric.Etters@talgov.com

Project Award Date:

February 2020

Project Completion Date:

June 2021

Project Cost:

Engineering Fee: \$155,770

Key Personnel:

- Brett Cunningham – Project Manager
- Jarrod Hirneise
- Brian Icerman

SR 47 Septic-to-Sewer

City of Lake City

Project Description: Jones Edmunds provided pre-design/preliminary engineering, surveying, permitting, and engineering design of two new master lift stations, approximately 2.5 miles of force main, approximately 1,400 LF of gravity main, and two horizontal directional drills under I-75. This project will collect wastewater effluent from the areas of critical concern and route it to the City's new Kicklighter Wastewater Treatment Facility (WWTF). This project is out to bid and is planned to go into construction this year. Through the design of this project, Jones Edmunds identified two additional areas for new collection systems – the Windswept Addition, which will connect the Chesterfield Circle neighborhood through a gravity collection system, and the Casey Jones RV Park, which will include grinder pumps and a new low-pressure collection system. Jones Edmunds assisted the City with preliminary design, construction cost estimating, and grant applications for both of these project areas. The current project has 30 commercial and five residential connections, but is laying the groundwork for ultimately up to 500 connections.



Point of Contact:

Paul Dyal
Assistant City Manager,
Utilities & Public Works
386.719.5815
dyalp@lcfcla.com

Project Award Date:

July 2019

Project Completion Date:

July 2023

Project Cost:

Engineering Fee: \$485,300

Key Personnel:

- John Horvath – Project Manager
- Jamie Bell
- Mike Clark
- Ken Fraser



SECTION 4. CURRENT AND PROJECTED WORKLOADS

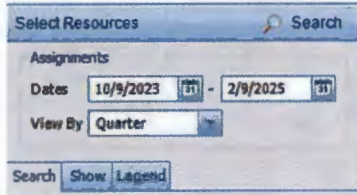
SECTION 4. CURRENT AND PROJECTED WORKLOADS



Section 4. Current & Projected Workloads

We understand your septic-to-sewer project's needs, particularly in meeting the FDEP-required schedule(s) while providing quality deliverables. Jones Edmunds and Wildwood have extensive experience with FDEP grant-funded septic-to-sewer OSTDS Remediation Plans, which will translate to understanding how to implement your Septic-to-Sewer Planning Program and helping you meet the imminent HB1379 legislative deadline for submission of the OSTDS Remediation Plan (due February 2024) and Comprehensive Plan Amendment reviews and coordination (due July 2024). Our experience supporting numerous recent County OSTDS Remediation Plans (Citrus, Clay, Hernando, Marion, and Volusia Counties) and subsequent septic-to-sewer designs enable the Jones Edmunds Team to begin work immediately and efficiently.

Jones Edmunds prides ourselves on being responsive to St. Johns County.



Understanding projected workload and resource allocation is essential to delivering a successful project. Jones Edmunds uses a centralized accounting system to track project finances, staff workload, and quality control checks. Each project is entered into the system with a contract, budget, staffing, and quality control plan. This system allows us to view and analyze workload projections for an individual, department, discipline, or any combination up to the entire company. The **projected workload for the key people on our project team organization chart over the next three years** is shown in the graphic below. The graphic below shows workload by year from the last quarter of 2023 through the Spring of 2025, with no work projected beyond the Spring of 2025.

Resource Name	Total Available Hours	Total Planned Hours	Scheduled Ratio	Oct-Dec '23 10/9 - 12/31 Mon-Sun	Jan-Mar '24 1/1 - 3/31 Mon-Sun	Apr-Jun '24 4/1 - 6/30 Mon-Sun	Jul-Sep '24 7/1 - 9/30 Mon-Sun	Oct-Dec '24 10/1 - 12/31 Tue-Tue	Jan-Feb '25 1/1 - 2/9 Wed-Sun
Bell, Jamie S.	2776.00	250.93	9%	133.98 (29%)	73.43 (14%)	23.60 (5%)	13.84 (3%)	4.00 (1%)	0.00 (0%)
Cunningham, Brett	2776.00	332.25*	12%	107.39 (24%)*	133.00 (26%)	30.00 (8%)	43.00 (8%)	8.00 (2%)	3.75 (2%)
Foley, Alan	2776.00	441.72	16%	133.51 (29%)	118.10 (21%)	77.59 (15%)	76.08 (14%)	37.10 (7%)	9.34 (4%)
Fraser, Kenneth	2776.00	732.43	26%	228.00 (48%)	209.95 (40%)	138.22 (25%)	104.01 (20%)	53.51 (10%)	14.65 (7%)
French, Edward	2776.00	459.10	17%	200.52 (44%)	86.96 (17%)	95.07 (19%)	55.75 (11%)	16.00 (3%)	0.00 (0%)
Hays, Troy	2776.00	261.57	9%	184.95 (23%)	43.18 (8%)	39.18 (8%)	30.64 (6%)	30.64 (6%)	12.98 (6%)
Hirneise, Jarrod	2776.00	1594.40	57%	782.40 (172%)	641.00 (123%)	129.00 (25%)	43.00 (8%)	0.00 (0%)	0.00 (0%)
Horvath, John	2776.00	130.66*	5%	93.41 (29%)*	22.37 (4%)	10.34 (2%)	4.54 (1%)	0.00 (0%)	0.00 (0%)
Icerman, Brian	2776.00	194.03	7%	86.76 (19%)	91.44 (18%)	9.78 (2%)	4.41 (1%)	1.64 (0%)	0.00 (0%)
Lillo, Timothy	2776.00	889.70	32%	303.06 (66%)	374.59 (72%)	126.01 (24%)	61.04 (12%)	21.61 (4%)	2.59 (1%)
Nelson, Mark	2776.00	490.05	18%	253.86 (56%)	191.93 (37%)	43.26 (8%)	1.00 (0%)	0.00 (0%)	0.00 (0%)

The following graphic shows a closer view of the workload for Jamie Bell, our Project Engineer, who will support the OSTDS Remediation Plan. This view shows the ability to drill down to each resource's assigned hours on project tasks. As seen from the list of projects, Jamie's focus is almost exclusively septic-to-sewer related planning and design.

Resource Name	Oct-Dec '23 10/9 - 12/31 Mon-Sun	Jan-Mar '24 1/1 - 3/31 Mon-Sun	Apr-Jun '24 4/1 - 6/30 Mon-Sun
Bell, Jamie S.	133.98 (29%)*	73.43 (14%)*	23.60 (5%)*
Oak Bend CA Services	8.00 ▲	24.00 ▲	8.00 ▲
P - JSbell - Bell Road Wastewater Improvements	46.35 ▲	14.48 ▲	15.60 ▲
P - JSbell - SR47 RV Park Extension Design	7.40 ▲		
P-Bicerman District A, Phase 1A S2S (sub to Coa...)	12.05 ▲	34.95 ▲	
P-JHorvath-Silver Springs Shores PhII S2S (sub-...)	5.74 ▲		
P-JHorvath-Silver Springs Shores PhIII S2S (sub-...)	28.18 ▲		
P-JHorvath-Silver Springs Shores PhIV S2S (sub-...)	48.96 ▲	55.82 ▲	14.53 ▲
P-JHorvath-The Centers Design (sub to Wharton...)	30.84 ▲		

We use this system to identify potential conflicts, overload, or gaps and then plan to avoid them. We can draw on an extensive network of resources to complete projects on schedule. **Beyond tracking numbers, our extensive experience providing these services enables us to accurately project the time and resources needed to efficiently and cost-effectively execute projects.**

We have a proven, highly qualified, and available team to support the septic-to-sewer work to be contracted under this agreement. We routinely analyze current and projected workloads to ensure proper allocation of resources. We monitor projects bi-weekly to ensure we can meet project commitments and appropriately allocate resources. We will use this approach to ensure that the allocated personnel and resources are maintained to complete the project assigned by the County on time and within budget.

SECTION 4. CURRENT AND PROJECTED WORKLOADS

Our management team analyzed our personnel resources with the resources you will need for this contract. Based on this analysis, **we can immediately commit the resources needed throughout the project. Our team’s knowledge of the County’s staff, processes, and infrastructure eliminates the “learning curve,”** enabling our team to be immediately effective and begin work as soon as possible. Using the experience and resources described in this proposal, we have the capacity and capability to perform all tasks outlined in the Scope of Services.

The Jones Edmunds project team has a variety of projects under contract, including water and wastewater master planning, modeling, and design-related work. It is not possible to include all our current contracts/projects and all associated details within the required 40-page limit. If needed, Jones Edmunds can provide this information as a subsequent submittal. Please refer to Section 3: Related Experience for our ongoing septic-to-sewer related work. The following are pertinent projects that will affect our current and projected workload:

- St. Johns County
 - Population and Water Use Projections: \$123k ongoing (Teri Pinson, 904.209.2604)
- Marion County Silver Springs Septic-to-Sewer Design: \$2.5 M, ongoing, complete < 1 year (Eric Anderson (Wharton), 407.321.8410)
- Citrus County Septic-to-Sewer Design Phases: \$534k ongoing, complete Oct 2023 (Jeanette Smith, 352.527.7649)
- Volusia Blue OSTDS/FAR Remediation Plan: \$250k, ongoing complete November 2023 (Mike Ulrich, 386.943.7027)

Based on current project schedules, we project ample availability over the next 12-36 months to support the efforts required by the County’s Septic-to-Sewer Program. Our Key Staff - Workload chart below displays our team’s availability for the planned project schedule of October 2023 through July 2024 (OSTDS Remediation Plan deadline). Our projections beyond that for the future phases of the project show even more availability. The scheduled utilization is the sum of our labor hours across our project plans. Every project has a project plan whereby we project the necessary resources to support the project. These labor resource projections include projects throughout our company, not just for St. Johns County.

Key Staff	Scheduled Utilization (%)	Availability (%)
Brian Icerman	7	93
John Horvath	5	95
Mark Nelson	18	82
Brett Cunningham	12	88
Alan Foley	16	84
Jarrod Hirneise	57	43
Jim French	17	83
Ken Fraser	26	74
Troy Hays	9	91
Tiffany Busby	35	65
Jamie Bell	9	91
TJ Lillo	32	68



SECTION 5. APPROACH TO SERVICES



PROGRAMMATIC THINKING

The St. Johns County Utility Department (SJCUD) is formalizing its septic-to-sewer planning program to meet the requirements of Senate Bill 712 (Clean Waterways Act, 2020) and HB1379 (Environmental Protection, 2023). Both bills were passed unanimously in the Florida House and Senate. These bills contain similar requirements to achieve State water quality improvements. They can provide grant funding opportunities but have differing time horizons and specific requirements, leading to confusion. Statewide legislative initiatives can oversimplify each utility’s unique local challenges with program implementation – fiscal planning, implementation logistics, public perception, and more.

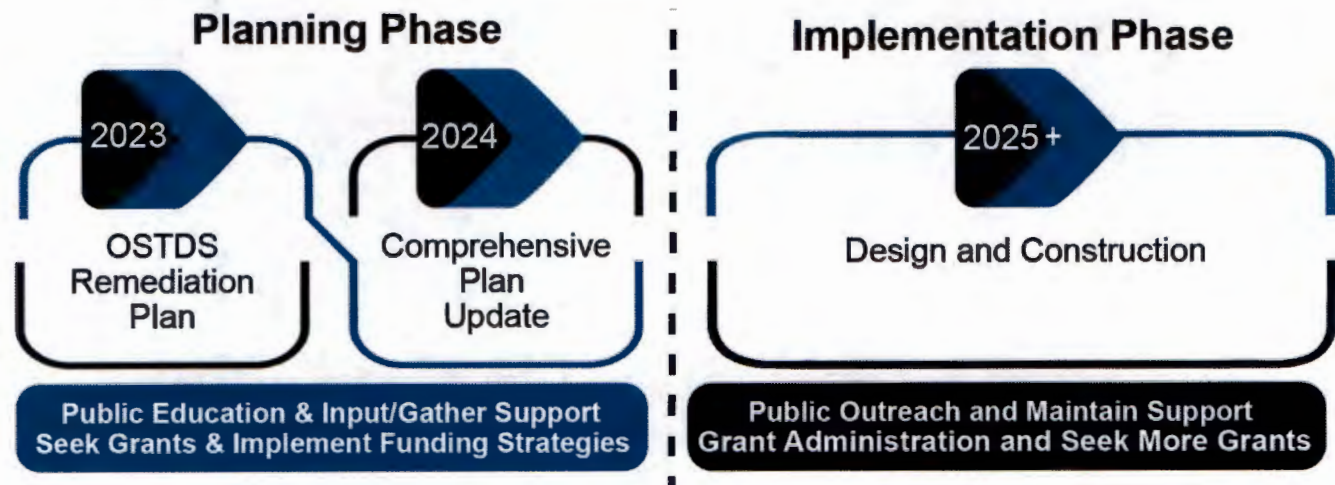
As your program manager, we will guide SJCUD to meet legislative compliance while optimizing State funding and achieving your mission “To serve our customers by providing safe, reliable drinking water and environmentally responsible wastewater treatment at affordable rates and with emphasis on customer service and protection of the environment.” While compliance with the legislation can be achieved with a bare minimum program to “check the box,” it will attract limited State funding.

Our team of local experts has the unique skills and recent similar experiences to deliver a program that will meet the requirements within the legislative timelines while improving SJCUD’s resiliency and sustainability. Jones Edmunds has a demonstrated history of working with St. Johns County staff to navigate State water quality requirements through the Total Maximum Daily Load program, identify cost-effective solutions, and attract millions of dollars in grant funding to implement those solutions. We are intimately familiar with the County and the State’s objectives for these programs.

A successful program will begin with clear end goals. A successful septic-to-sewer program will:

1. **Convert septic tanks to centralized sewer or enhanced nutrient-reducing (ENR) septic tanks to improve the water quality and health of the St. Johns River and the Matanzas River, Intracoastal, and their tributaries.**
2. **Deliver cost-effective solutions for SJCUD customers.**
3. **Mitigate tomorrow’s challenges today, meaning the implementation must be sustainable and maintainable for the County – in line with its goal to provide best-in-class service.**

As suggested in your RFP, this program will unfold in two distinct phases – planning and implementation. Public outreach and funding assistance activities will be involved in both phases.



Our experience with FDEP staff in Tallahassee is that they can be an ally to the County in developing fundable approaches to achieving regulatory compliance. When working with FDEP staff to complete septic tank remediation plans required under the Florida Springs and Aquifer Protection Act (2016), we found that FDEP staff were open and willing to accept ideas that met the intent of statutory requirements but were more palatable to local government leaders.

In Volusia County, we helped negotiate a rolling 5-year plan to expand centralized sewer while minimizing financial risk to the County. Volusia County committed to a select set of septic-to-sewer projects over five years, with FDEP providing 50% or


greater cost share. If State funding is not provided in any year, the County is not obligated to undertake that year's projects. FDEP BMAP staff indicated this was a unique approach.

We coordinated with FDEP on the first Septic Tank Remediation Plan submitted statewide – the Hernando County Septic Tank Remediation Plan. We worked with the County and FDEP to leverage the County's prompt compliance with the legislation to request a positive handoff to the Wastewater Grant Program and Springs Grant Program staff. Hernando County has received grants annually since then for projects in the plan.

Our overall approach is to keep working with FDEP staff in Tallahassee to give SJCUD an ally in the regulatory arena and a higher likelihood of obtaining grants. Given the rising costs, grant funding for septic-to-sewer projects is virtually a "go, no-go" step for completing the implementation. Our skills and relationships will help SJCUD navigate the evolving legislative requirements and position for maximum grant funding.


MAJOR MILESTONE #1 - FEBRUARY 1, 2024

The first major milestone for this project is meeting FDEP's deadline for the **Draft Septic Tank Remediation Plan** associated with the Lower St. Johns River BMAP. Delivering a draft report to FDEP on time will be essential for long-term program success. Efficient plan development is required given the likely short timeline between the award of the RFP and February 1, 2024. We recommend four sequential steps to address the eight required components of the Remediation Plan.



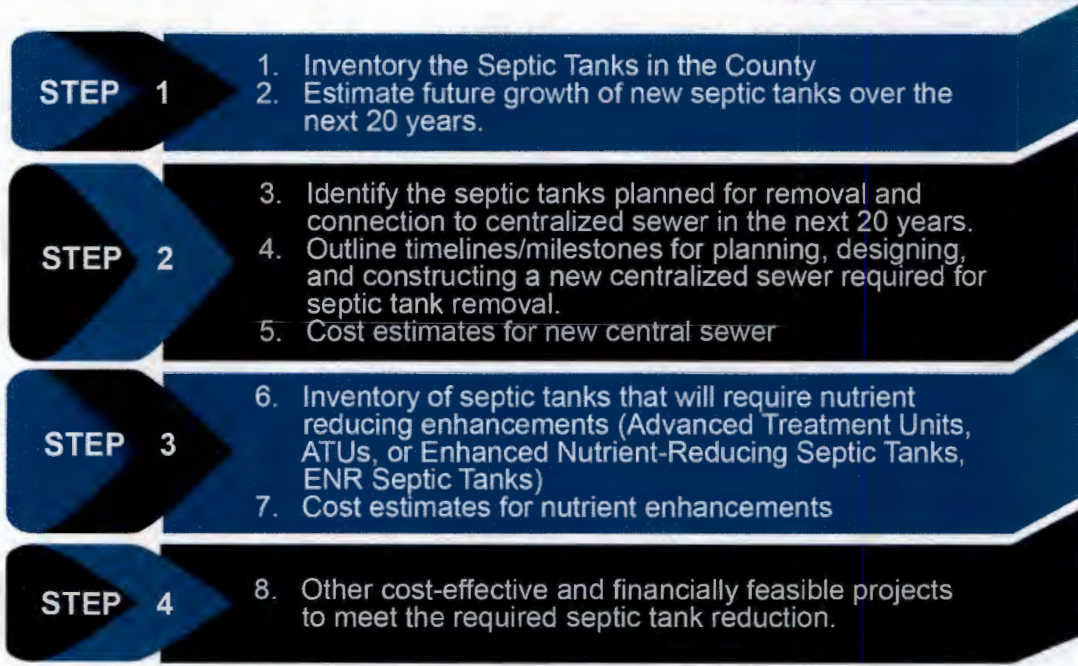
Determination of Need Within the BMAP

Other Nutrient BMAPs



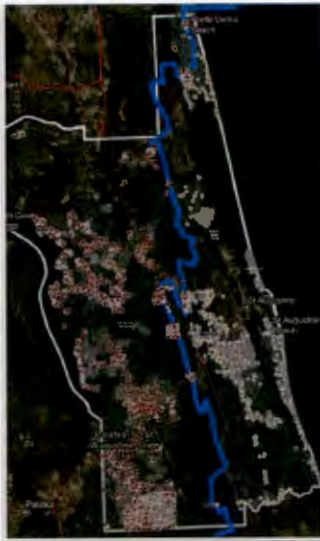
OSTDS Remediation Assessment

- GIS process to identify sites.
 - Only considered OSTDS within 200 meters of a surface water.
 - Contribution considered by BMAP, not by any individual entity jurisdiction.
 - 2020 U.S. Census data by census tract.
- Assumptions:
 - No attenuation.
 - All conventional OSTDS.



Task Name	Duration	Start	Finish	
				Oct '23 Nov '23 Dec '23 Jan '24 1 8 15 22 29 5 12 19 26 3 10 17 24 31 7 14 21 28
OSTDS Remediation Plan	60 days	Mon 10/16/23	Thu 1/11/24	
Step 1	15 days	Mon 10/16/23	Fri 11/3/23	
Step 2	40 days	Mon 11/6/23	Thu 1/4/24	
Step 3	10 days	Thu 12/28/23	Thu 1/11/24	
Step 4	10 days	Thu 12/28/23	Thu 1/11/24	

STEP 1

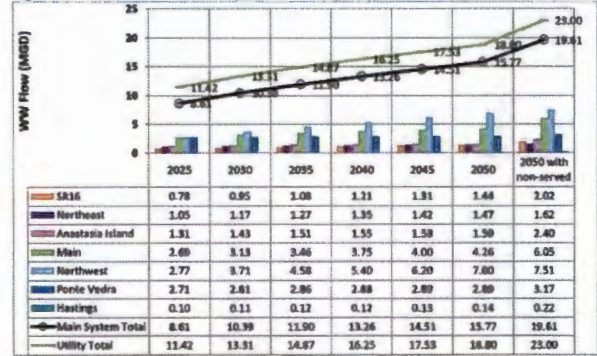


Step 1 – Inventory septic tanks in the County and quantify future installations. This step should take three weeks from Notice to Proceed to complete. This first step will include the creation of the parcel-based GIS database for OSTDS to generate required deliverables and track the overall program. Using County GIS data, we preliminarily estimate that approximately 4,400 septic tanks fit the criteria for being included in the Remediation Plan (within the BMAP, SJCUD Service Areas, and 200 meters to a water body). The map to the left shows septic tanks throughout the SJCUD Service Territory (~16k), with the burgundy points to the west of the blue line (LSJR BMAP) representing septic tanks that are likely to be required for inclusion based on the requirements of the Remediation Plan.

Quantifying potential future septic tank installations that meet the Remediation Plan requirements means identifying areas of infill and new developments that may not be planned for centralized sewer. We can quickly quantify and identify parcels with potential for new

septic tank installations in the next 20 years through your existing GIS layers and coordination with Growth Management and Utilities. Jones Edmunds' current efforts with SJCUD performing population, water, wastewater, and reclaimed water projections from 2025 - 2050 are the ideal building blocks for this step, starting with the unserved wastewater customers. The potential septic to sewer projected services will need to be updated and/or reflected in these projections.

Figure 4 Wastewater Flows by Service Area (MGD), BEBR Medium



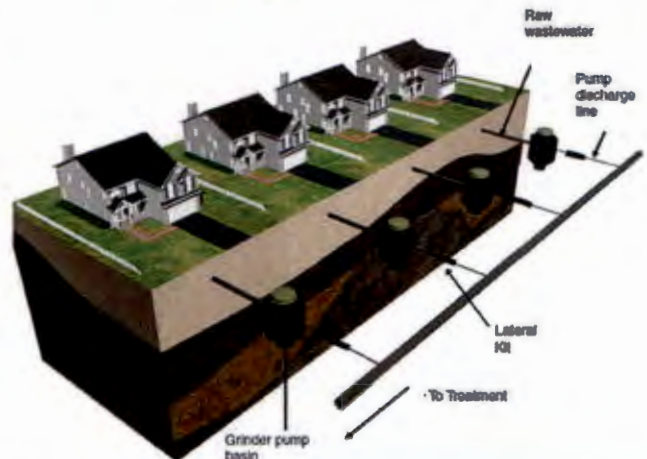
Note: Eagle Creek and Fruit Cove service areas are excluded from the Main System Total.

STEP 2

With Step 1 complete and documented, Step 2 can begin immediately to identify Priority Project Areas (PPAs). We estimate this step will require approximately nine weeks. In this step, we will develop conceptual project plans and budgets for septic tank conversion in the PPAs over the next 20 years. These plans can be updated in future years.

We recommend using the springs remediation plan nomenclature since FDEP is familiar with it. Each PPA identified should be evaluated similarly to a CIP planning process with a cost to complete the project, timeline, and dependencies. To help show comprehensive planning, we recommend including whether projects depend on the completion of other projects. For example, multiple PPAs may depend on each other being built as your system extends into new areas, or a larger PPA depends on wastewater plant expansion, force main extensions, and/or lift station size increases.

While not currently required, previous FDEP springs remediation plans included a conversion technology evaluation. Including a technology evaluation in this Step will be a quick, low-cost means to improve confidence in the PPA prioritization. This technology evaluation allows SJCUD to capture local preferences or concerns, particularly regarding long-term maintenance and operation.



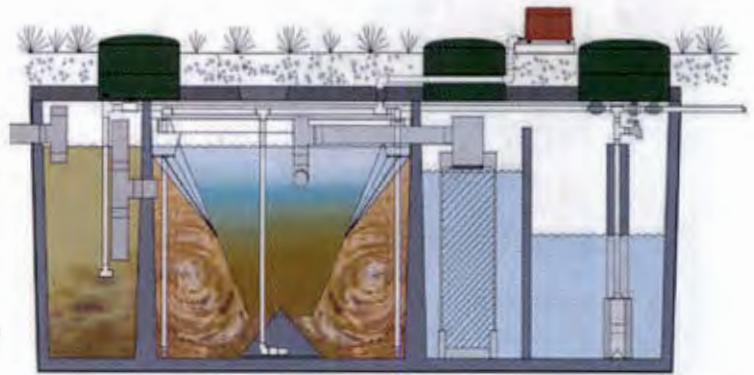
STEP 3

Step 3 in the Remediation Plan development is to identify the septic tanks that should be upgraded to ATU or ENR septic tanks. We estimate this Step will require approximately two weeks. Based on the current guidance, FDEP does not require all septic tanks to be connected to the sewer or upgraded. Upgrades to some septic tanks will likely be required to meet the nutrient reduction goal of the BMAP. Connection of all septic tanks within 200 meters of surface waters to the centralized sewer could require the County to extend its wastewater system significantly in some areas. The previous standard set under the springs remediation plans required all septic tanks on less than a one-acre parcel within the PPA to connect to a centralized sewer or upgrade the septic tank to an ATU or ENR system.

SJCUD may consider including all parcels that require an FDEP-defined remediation plan be included in either a PPA (Step 2) or included in the plan for an ATU or ENR septic tank (Step 3) to position them for potential future funding. In our experience, your BMAP Program Coordinator, Moira Homann, was knowledgeable and helpful to the utilities and communities that proactively engaged her in the past. Our team has been very successful working with Moira and FDEP staff to maximize project funding.

Parcels required to upgrade to an ATU or ENR septic tank will not be included in the County's overall capital plan. While not guaranteed, FDEP provided funding to the counties with springs remediation plans to incentivize septic tank enhancements at the parcel level. If ATU or ENR septic tanks are required for BMAP compliance, we suggest the County include more than required for compliance in the plan and request funding for an incentive program for individual property owners not projected to be in a PPA. Based on our recent cost comparisons for this type of septic tank upgrade, we believe the cost is roughly \$15k-\$20k/parcel.

This type of solution may be advantageous in areas without the density to make a PPA feasible. We have planned for ATU or ENR septic tanks in communities where it was clear that introducing a centralized system would become a political hot button.



(Schematic from <https://floridaonsitesystemsanddesign.com/hoot-nitrogen-reduction/>.)



(Schematic from https://www.norweco.com/wp-content/uploads/2018/10/TNT_Flyer.pdf.)

STEP 4

Step 4 will identify cost-effective and financially feasible projects to meet the required septic tank reduction and is the final component required for the County's Remediation Plan. We estimate this Step will require approximately two weeks. The Plan is required to provide information about any other planned, cost-effective methods that the County may want to use to meet the BMAP nutrient reduction goals. The County previously achieved BMAP reduction goals, though these goals are re-evaluated on an ongoing basis. Based on the timeline between the Notice to Proceed and the draft plan deadline, we recommend not exploring this too deeply but instead documenting project concepts already under consideration. There will be an opportunity to update the plan before the final deadline (Milestone #3) on August 1, 2024.

Based on our understanding of FDEP's and the Legislature's expectations coupled with our past experience, we believe the Draft Remediation Plan can be compiled in approximately 12 weeks from Notice to Proceed.

Build Public Support

BMAP-driven remediation plans do not require public outreach tasks to demonstrate public support of the plan, though the springs-driven remediation plans did. In our experience, having as much public support as possible before starting septic-to-sewer project construction in someone's neighborhood is best. No matter how effectively grant-funded, this program will likely have cost impacts on individual property owners, which typically leads to commission involvement.

Building public support for the plan is paramount to long-term success. Any septic tank remediation program needs three key pillars for success. Sound engineering and planning services must be the foundational step; the public must support and buy into the plan, and the program needs to be well-funded. We listed the three key pillars to success in that order based on our experience of how they build upon each other.

For the above reasons, the County may consider undertaking a public outreach campaign between the draft Remediation Plan submittal and the final submittal. We worked with utility staff on past projects to create a brief communications plan incorporating public meetings, newspaper articles, and social media. Ultimately, the best way to communicate with the public is to meet with them to discuss the County's goals and hear the public's concerns.

Jones Edmunds and Wildwood Consulting have extensive and successful experience leading outreach efforts and meetings. We recommend holding open houses with information stations staffed by knowledgeable individuals. Select County and Project Team staff can operate as floats and help with specific questions if a customer escalates a discussion. This process has been highly effective on past septic-to-sewer remediation plans and designs.

Our Key Team Members for this project have recent outreach experience for this type of project. Brian Icerman, John Horvath, and Jamie Bell helped lead the Septic Tank Remediation Plan Meetings in Volusia, Hernando, Marion, and Citrus Counties. Together, they led Septic Tank Master Planning and Design Implementation Meetings for Hernando County, Marion County, and CCUA in Clay County. Brian has also led numerous public meetings for the Town of Orange Park, the City of Atlantic Beach, and the City of Neptune Beach. Wildwood Consulting (Tiffany Busby and her team) have extensive experience leading LSJR BMAP public meetings in northeast Florida.

The County should expect an ongoing public outreach effort as long as the program is active. We have included the discussion on public outreach in the planning section of the detailed tasks because it is the first time it will occur. However, public outreach should continue through the construction of any selected septic-to-sewer projects. The content of the meeting will change over time as the outreach turns from building support to maintaining support to expectation setting for construction disruption. Based on our experience, no matter how much public outreach is provided, homeowners do not truly understand what it is like to have construction in front of their house or yard until it occurs. Septic to sewer projects require consistent communication with homeowners as you move into the implementation phase.



MAJOR MILESTONE #2 – JULY 1, 2024

The second major milestone the RFP requires is developing the Comprehensive Plan Amendment required by HB1379. HB1379 requires St. Johns County to consider the feasibility of connecting any development of at least 50 residential lots (whether developed or undeveloped) with at least one septic tank per acre to a centralized sewer within ten years. The Comprehensive Plan Amendment must identify the wastewater facility where the potential septic to sewer areas will be treated once residences are connected to the County system. Lastly, for any projected facilities that will receive flow from these septic-to-sewer areas, the Comprehensive Plan Amendment must include 20-year flow projections for that facility compared to capacity and when capacity changes may be needed.

One of the major differences between the criteria for the Comprehensive Plan Amendment and the Remediation Plan is that the Remediation Plan only applies to the BMAP area. In contrast, the Comprehensive Plan should be a Countywide assessment. For example, the St. Augustine Shores area will not be part of the Remediation Plan, but HB1379 requires that the Comprehensive Plan Amendment consider the feasibility of connecting the Shores to the centralized sewer.

The engineering and planning work required for the Comprehensive Plan Amendment must be nearing completion in April or May. We recommend completing this work before the deadline to ensure time for coordination with the County's overall Comprehensive Plan update, which will occur concurrently with this project but on a longer timeline. We will coordinate with Inspire Placemaking Collective (Chris Dougherty, AICP), who is leading the overall Comprehensive Plan update. Growth Management and Inspire are both aware of this parallel effort and the need for coordination as our efforts progress. Additionally, completing the amendment in early summer will provide sufficient time for County Administration feedback and the Board approvals needed for the Amendment to be adopted by July 1, 2024.

MAJOR MILESTONE #3 – AUGUST 1, 2024

The third and final major milestone the recent legislation prescribes is submitting the final Septic Tank Remediation Plan. FDEP requires the final plan to be submitted by August 1, 2024, to allow the Department time to incorporate all the plans into the BMAPs by the legislatively mandated July 1, 2025 deadline.

With the draft due by February, moving to the final plan document by August is about refinement and details. For example, as proposed above, we will wait to conduct public meetings until after the draft deadline has passed. If public meetings are conducted in the Spring or early Summer of 2024, as recommended, we will update the draft Remediation Plan to include summaries of the public meetings. These public meetings may also create a desire to modify the draft remediation plan. These updates should also be adopted into the plan. Lastly, construction pricing will continue to increase. The cost of the projects should be updated to be as accurate as feasible, given market volatility. By working collaboratively with County staff, we are confident that we can deliver a Remediation Plan that sets the County up for long-range success.

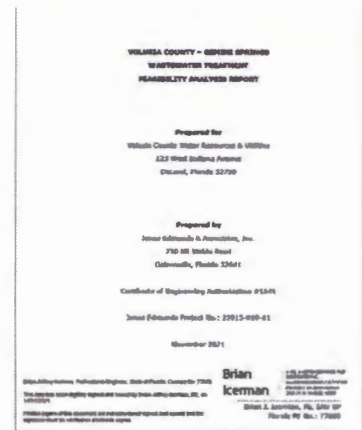
TAKE THE OPPORTUNITY

We will consider completing Milestones #2 and #3 above the minimum required by the new laws. The County has a great opportunity here to take a more holistic approach to the septic tanks in the County. Water quality is an important aspect of the County's economy as it intertwines in many recreational activities and residential communities. Residents and tourists love St. Johns County for its water-related activities, such as kayaking, fishing, or heading to the beach.



Next year will be an ideal time to incorporate SB712 and HB1379 (Milestones 1 – 3) requirements into a holistic Septic Tank Program. The program could outline the areas of the County where SJCUD would seek to extend service lines to connect existing septic tanks and mitigate the need for new installations. The program could outline a nutrient-sensitive zone to incentivize ATU or ENR installations where centralized sewer is not feasible because of constructability or economics. The overall plan could look at the ability of the wastewater treatment facility capacities and planned expansion to time septic-to-sewer projects appropriately.

Taking this opportunity to make a holistic plan for submittal to FDEP will show your intent to be a partner in improving water quality and not simply checking the box of the legislative requirements. We are confident this sort of effort will have a significant return on investment through grants for construction dollars.



Securing Funding



As mentioned above, the third pillar is funding. Currently, we see septic to sewer construction projects typically ranging in cost from \$30,000 to \$50,000 per parcel. It is unrealistic for either the homeowners or the utility to pay that entire cost. The most sustainable plans include a cost share between State agencies, local utilities, and homeowners. Our team's goal is to coordinate with the County to obtain as many dollars as possible from outside agencies to reduce the costs of the utility and the homeowners. The Jones Edmunds and Wildwood team has the staff and experience to help obtain these funds. We have helped clients obtain tens of millions of dollars in the past few years alone. Several common funding sources include the FDEP Water Quality Improvements Grant Program, FDEP Non-point Source Funds (used to be 319 grant program), Legislative Appropriations, CWSRF funds, and SJRWMD Cost Share funds.

Like public outreach tasks, securing funding is an ongoing task as long as the program remains active. The likelihood of getting all your projects funded at once is very slim. Additionally, even if you could get them funding, getting all the projects going in parallel with qualified contractors may be difficult. Septic-to-sewer projects are visible to the public since the construction will occur in their streets and yards. Spacing out the projects and securing funding along the way allows the County to secure qualified contractors while stretching the marketplace beyond what it can deliver.

Bring the Program to Life

Securing funding and moving on to the first areas for design begins the implementation phase of the program. We have partners with additional engineering firms to ensure we have the capacity to bring the program to life at any speed the County chooses. Jones Edmunds and Ardurra have deep resumes and staffing plans filled with septic-to-sewer experience. ETM brings multiple local field crews to the project to keep data collection from becoming a bottleneck. Additionally, ETM has in-house design staff capable of stepping up to help the design teams from Jones Edmunds, and Ardurra should workload demand it.

As the program transitions to the implementation phase, our team is ready, experienced, and available to help you package up projects (PPA) to be bid out as single-project RFPs or deliver a complete service solution that includes the design, permitting, and construction administration tasks.



One of the first of many steps in the design process of a PPA is assessing the downstream hydraulic capacities of the force mains, lift stations, and plant. Proposed improvements to the lift station, force main, and transmission mains will be added to the model. When the preliminary pump selection for the lift stations is complete, the entire system will be modeled using an extended period simulation (EPS). This will ensure all lift stations can run independently during average and maximum day conditions. Modeling will also help confirm pump run times, minimum and maximum flows, and maximum velocities from each lift station.

Regarding the primary preferred alternatives for centralized sewer improvements, our design teams have experience designing gravity sewers, grinder pump/low-pressure systems, vacuum systems, and combination systems with multiple collection technologies. The ideal system varies by application location and owner preferences for maintenance and operation. Our team will use the system selection information developed during Step 2 in the project's planning phase to document and deliver designs efficiently. Our septic-to-sewer design process also includes homeowner input. Our design teams must meet with the homeowners planned for conversion to discuss their concerns and review connection points or lateral layouts.

The design team aims to balance minimizing cost while maintaining the system's long-term viability. It may be beneficial to evaluate some of the impacted neighborhoods for additional public service improvements that could help offset costs to the utility and homeowner. For example, if the neighborhood identified for septic to sewer does not have water services, bringing water to the homeowners may increase the return on investment. Typically, new fire hydrants and a reduction in homeowners insurance come with a new water service, which will often be viewed as a positive in the community. Another consideration is evaluating where the neighborhoods fall in the County's pavement management program. Timing septic-to-sewer projects with the County's pavement management program improvements can save the County money. Jones Edmunds is actively working on the County's pavement management program and can work towards timing resurfacing projects with potential septic-to-sewer improvement projects, which in turn helps sell it to the local community.

With the project areas not identified, it is difficult to predict exactly how the program's implementation phase will unfold. However, we have built our team for the long haul with a deep bench of local design engineers well versed in septic to sewer projects in Florida so that we can assist the County through the program from start to finish.

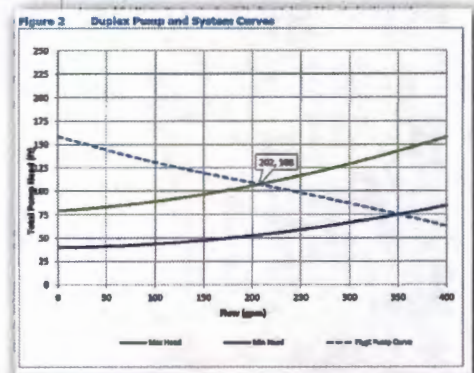
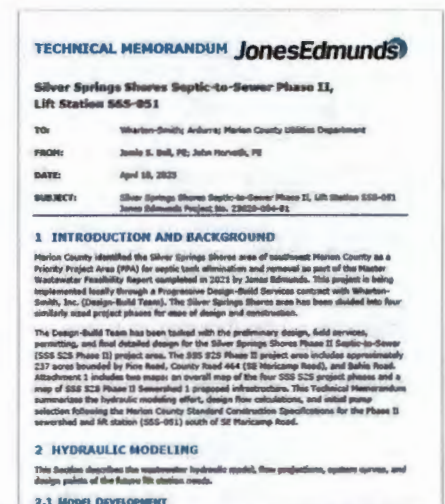
Program Innovation

Our experience in and observation of septic-to-sewer programs indicates little technological innovation is occurring. However, we have innovated collaboratively with our clients and FDEP to plan, fund, and deliver projects efficiently. We are ready to work with you to achieve this program's goals efficiently.

As the County's LSJR BMAP consultant for the past 10+ years, we understand the required load reductions and have helped plan and implement most larger-scale projects that brought the County into compliance. We actively seek two-for-one opportunities that support the goals and objectives of both the Utilities Department and Public Works.

Pursue multiple funding sources to fund different elements of the project. For example, using Water Quality Grant Program Funds for work within the ROW and Nonpoint Source Funds for work on private property.

Coordinate Septic to Sewer Projects with Public Works Stormwater Improvements and Pavement Management Program to minimize restoration costs and resident disruption.

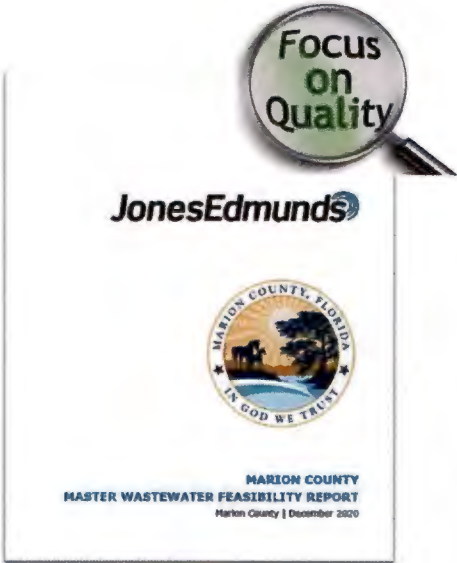


Consider collaborative delivery for challenging projects. For example using a CMAR to review construction documents in limited ROW or using CMAR to hire plumbers to locate cleanouts and prepare lateral layouts versus surveyors and engineering.

Mix and match septic to sewer technologies to save costs. For example, a gravity system septic to sewer project may have its entire gravity depth set by one home with a cleanout much lower than others (perhaps along the river or canal). Modifying the plan to include a grinder pump could yield significant savings in excavation and dewatering without switching the entire area to grinder pumps.

Quality Control

Jones Edmunds has a long history of delivering quality projects on schedule, including schedules set by outside agencies like FDEP, especially regarding OSTDS remediation plans. The Jones Edmunds project delivery approach incorporates project controls and quality assurance/quality control (QA/QC) at multiple levels for each deliverable. Our QA/QC procedures are tailored to fit each project and are identified and documented as part of the project scope and the project plan. Our approach to quality control begins with developing and reviewing individual project components, followed by examining the entire project to ensure continuity and constructability among the numerous elements.



QA/QC Team



Alan Foley



Brett Cunningham

Our QA/QC team (Alan Foley and Brett Cunningham) has extensive experience developing master plans and overseeing programs, including with St. Johns County. The QA/QC team will attend relevant project meetings to maintain an appropriate level of involvement and to remain focused on your project objectives. This team will be available as internal consultants when the tasks are developed and will provide input as required. This approach stresses error avoidance rather than simply error identification.





SECTION 6.

SOCIOECONOMIC
BUSINESS
ENTERPRISE



Jones Edmunds is committed to the utilization of minority, women-owned, and small business firms for St. Johns County projects. We strive to support St. Johns County's goals, and we have established working relationships with many small, minority- and women-owned firms and firms located in St. Johns County that can be called on to support our projects. We have an internal tracking system that provides real-time data on the amount of work subcontracted and the distribution of subcontracts to these businesses – not only for St. Johns County projects, but also for other clients with W/ MBE goals. We are confident in their ability to meet your standards of excellence. We also strive to use local suppliers and professionals whenever possible to support the County's economy.

Our teaming partner and woman owned business, Wildwood Consulting, Inc. demonstrates our commitment. Wildwood Consulting specializes in environmental and infrastructure related project meeting facilitation. Jones Edmunds and Wildwood have worked together recently in this capacity for the Volusia County Mosquito Lagoon Reasonable Assurance Plan. **Wildwood Consulting will support the Steering Committee and Public Outreach meetings facilitation.** In 2000, Tiffany Busby founded Wildwood Consulting after recognizing a need for a specialized firm that could support federal, state, and local governments and agencies as they implemented restoration projects. Based in St. Augustine, their staff has extensive experience with large-scale restoration efforts, water quality, Total Maximum Daily Loads (TMDLs), and watershed management plans.





SECTION 7. ADMINISTRATIVE INFORMATION



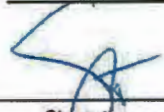
RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT C
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Jones, Edmunds & Associates, Inc (Respondent) being of lawful age and being duly sworn I, Stanley F. Ferreira, Jr., PE (Affiant) as President and CEO (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 failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

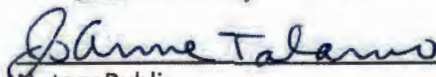
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of September 12, 2023.

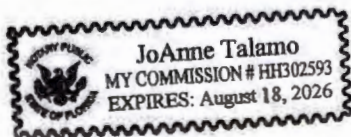


Signature of Affiant

STATE OF Florida
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12 day of September, 2023, by Affiant, who is personally known to me or has produced _____ as identification.


Notary Public
My Commission Expires: August 18, 2026



RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT D
AFFIDAVIT

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

At the time the Qualifications is submitted, it shall include this sworn statement from the Respondent. 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.

The undersigned authority, Stanley F. Ferreira, Jr., PE (Affiant) who, being duly sworn, deposes and says he/she is President and CEO (Title) of Jones, Edmunds & Associates, Inc. (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for **RFQ NO: 23-87; SEPTIC TO SEWER PROGRAM FOR ST. JOHNS COUNTY UNTILITY DEPARTMENT.**

The Affiant further states that no more than one Qualifications for the above referenced project will be submitted from the individual, his/her 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 Qualifications 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.

Jones, Edmunds & Associates, Inc.
(Respondent Firm)

By [Signature]
(Affiant Signature)

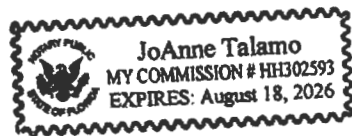
Stanley F. Ferreira, Jr., PE, President and CEO
(Printed Name & Title)

September 12, 2023
Date of Signature

STATE OF Florida

COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12 day of September, 2023, by Affiant, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: August 18, 2026

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO QUALIFICATIONS.

ATTACHMENT E
CONFLICT OF INTEREST DISCLOSURE FORM

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

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

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


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

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

Please check the appropriate statement:

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

Legal Name of Respondent: Jones, Edmunds & Associates, Inc.

Authorized Representative(s): 
Signature

Stanley F. Ferreira, Jr., PE,
President and CEO
Print Name/Title


Signature

Brett Cunningham, PE, ENV SP,
Managing Director / Senior Vice President
Print Name/Title

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

**ATTACHMENT F
DRUG-FREE WORKPLACE FORM**

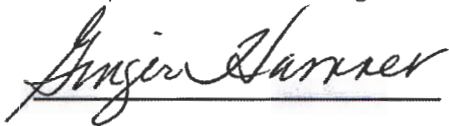
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Jones, Edmunds & Associates, 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 Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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



September 12, 2023

Date

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

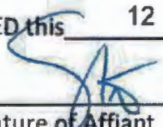
ATTACHMENT G
E-VERIFY AFFIDAVIT

STATE OF Florida COUNTY OF Alachua

I, Stanley F. Ferreira, Jr., PE ("Affiant"), being duly authorized by and on behalf of Jones, Edmunds & Associates, Inc. ("Respondent") hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of RFQ No. 23-71 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this 12 day of September, 2023.




Signature of Affiant

Stanley F. Ferreira, Jr., PE, President and CEO
Printed Name & Title of Affiant

Jones, Edmunds & Associates, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12 day of September, 2023, by Affiant, who is personally known to me or has produced _____ as identification.



Notary Public
My Commission Expires: August 18, 2026

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Stanley F. Ferreira, Jr., PE

SIGNATURE: 

TITLE: President and CEO

NAME OF FIRM: Jones, Edmunds & Associates, Inc.

DATE: September 12, 2023

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

**ATTACHMENT "J"
BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Stanley F. Ferreira, Jr., PE

SIGNATURE:  _____

TITLE: President and CEO

NAME OF FIRM: Jones, Edmunds & Associates, Inc.

DATE: September 12, 2023

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

**ATTACHMENT "K"
NON-COLLUSION CERTIFICATION**

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Stanley F. Ferreira, Jr., PE

SIGNATURE:  _____

TITLE: President and CEO

DATE: September 12, 2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Jones, Edmunds & Associates, Inc.

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT "L"

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

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

I, Stanley F. Ferreira, Jr., PE, ("Affiant"), being duly authorized by and on behalf of Jones, Edmunds & Associates, Inc. ("Respondent") hereby swears or affirms as follows:

- 1. The principal business address of Respondent is 730 NE Waldo Road, Gainesville, Florida 32641
2. I am duly authorized as President and CEO (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after January 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to January 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

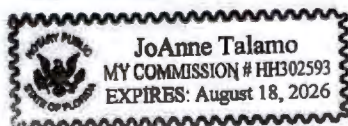
Signature of Affiant: Stanley F. Ferreira, Jr.
Jones, Edmunds & Associates, Inc.
Full Legal Name of Respondent

Stanley F. Ferreira, Jr., PE, President and CEO
Printed Name & Title of Affiant
September 12, 2023
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, on this 12 day of September, 2023, by Affiant, who is [X] personally known to me or [] has produced identification.

Notary Public: JoAnne Talamo

My Commission Expires: August 18, 2026



RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT M

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Respondent shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Respondent is NOT a Local Business, and/or is NOT self-performing at least 50% of all Services specified under this solicitation, the Respondent must utilize qualified Local Businesses to complete a minimum of 50% of all Services. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Services
Wildwood Consulting, Inc.	Grants/Public Outreach /Regulatory	Tiffany Busby	904.797.2721 tbusby@wildwoodconsulting.net	Yes	5%
Ardurra Group, Inc.	Electrical / Design and Permitting	David Rasmussen, PE	813.549.2287 drasmussen@ardurra.com	No	12.5%
England-Thims & Miller, Inc. (ETM)	Survey/SUE/Utility Relocation	Robert Kermitz	904.265.3112 KermitzR@etminc.com	No	12.5%
GSE Engineering & Consulting, Inc.	Geotechnical and Structural	Jason Gowland, PE	352.377.3233 jgowland@gseengineering.com	No	5%

ATTACHMENT N

Appendix II to Part 200, Title 2 (up to date as of 8/07/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Appendix II to Part 200, Title 2 (Aug. 7, 2023)

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

Title 2 – Grants and Agreements

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

Chapter II – Office of Management and Budget Guidance

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

Federal Awards

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

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

Authority: 31 U.S.C. 503

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

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

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

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

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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

'Buy America' Preferences Go Into Effect Jan. 2, 2023 for FEMA Grant Programs

FEMA announced today that beginning on Jan. 2, 2023, 23 FEMA grant programs will be subject to the "Buy America" preferences under the Build America, Buy America Act (BABAA). This is part of FEMA's "Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001."

Details

This policy document provides guidance on FEMA's implementation of the domestic preference requirements outlined in BABAA, which is part of President Biden's Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act. The Act requires that any infrastructure project receiving federal funding must source its iron, steel, manufactured products and construction materials from the United States.

The BABAA requirements will go into effect Jan. 2, 2023, following the expiration of FEMA's General Applicability Public Interest Waiver. Any new awards, new obligations to existing awards or renewal awards FEMA makes Jan. 2, 2023, and after for covered programs *will* be required to follow the BABAA requirements unless another waiver is requested and approved. Per the guidance, "[t]his means that agencies must include a Buy America preference in awards issued on or after [Jan. 2, 2023], even if Notices of Funding Opportunities for those awards did not include a Buy America preference."

A series of external briefings on the BABAA policy will be listed on the Procurement Under Grants Training Webpage and will be sent via grant recipient distribution lists, where interested participants can register for the respective trainings.

Frequently Asked Questions, additional guidance, resources, and contact information can be found on FEMA's "Buy America" Website.

Contact Us

If you have any questions, please contact FEMA Office of External Affairs:

- Congressional Affairs at (202) 646-4500 or at FEMA-Congressional-Affairs@fema.dhs.gov
- Intergovernmental Affairs at (202) 646-3444 or at FEMA-IGA@fema.dhs.gov
- Tribal Affairs at (202) 646-3444 or at FEMA-Tribal@fema.dhs.gov
- Private Sector Engagement at (202) 646-3444 or at nbeoc@max.gov



FEMA

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Also, follow Administrator Deanne Criswell on Twitter [@FEMADeanne](#).

FEMA Mission

Helping people before, during and after disasters.



ADDENDUM #1

August 25, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-87; Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program.

This Addendum #1 is issued for Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their Qualifications as provided in the RFQ Documents.

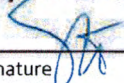
Questions/Answers:

The County provides the following answers to the questions submitted below:

1. For Section 2: Staff Qualifications and Professional Team, are we allowed to include full resumes in an Appendix, which won't count towards the 40 pages, or do we need to include resumes within the 40 pages? Please advise.
 - a. **Please include resumes within the 40-page proposal limit.**
2. For Section 6: Socioeconomic Business Enterprise, please confirm that certifications from the State of Florida Office of Supplier Diversity (OSD) for the minority subconsultants are acceptable.
 - a. **Yes, State of Florida Office of Supplier Diversity (OSD) for the minority subconsultants are acceptable.**
3. Would the County please consider granting a two-week deadline extension on this effort?
 - a. **The submittal date will remain September 7, 2023 at 4:00 pm.**
4. Would the County allow an 11"x17" page for the required project organizational chart?
 - a. **Organizational chart may be submitted on 11"x17" page.**
5. Can certificates required in Section 6 Socioeconomic Business Enterprise be considered outside of the 40-page limit?
 - a. **Certificates required in Section 6 may be provided outside of the 40-page limit.**

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: WEDNESDAY, SEPTEMBER 7, 2023 AT 4:00 PM EST.

Respondent Acknowledgment:



Signature

Stanley F. Ferreira, Jr., PE, President and CEO

Printed Name/Title Authorized Representative

Jones Edmunds & Associates, Inc.

Respondent Company Name

END OF ADDENDUM NO. 1



ADDENDUM #2

August 31, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-87; Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program.

This Addendum #2 is issued for Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their Qualifications as provided in the RFQ Documents.

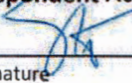
Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Due to Hurricane Idalia and its impacts, would the County consider an extension on the due date for RFQ No. 23-87 "Professional Engineering Services Related to Implementing a Septic-to-Sewer Planning Program"?
 - a. We will extend the deadline for RFQ 23-87, one (1) week.

SUBMITTAL DEADLINE FOR QUALIFICATIONS IS HERBY CHANGED TO: WEDNESDAY, SEPTEMBER 14, 2023 AT 4:00 PM EST.

Respondent Acknowledgment:



Signature

Stanley F. Ferreira, Jr., PE, President and CEO

Printed Name/Title Authorized Representative

Jones Edmunds & Associates, Inc.

Respondent Company Name

END OF ADDENDUM NO. 2

JonesEdmunds

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

**RFQ NO. 23-87
REQUEST FOR QUALIFICATIONS**

**Professional Engineering Services
Related to Implementing a
Septic to Sewer Planning Program**

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

www.sjcfl.us/Purchasing/Index.aspx

Final 8.11.23

RFQ NO: 23-87; Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program

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PART VI:	ATTACHMENTS

RFQ NO: 23-87; Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program.

PART I: GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Terms used within this Request for Qualifications ("RFQ") shall have the meaning as set forth in the definitions established by the St. Johns County Purchasing Policy ("Policy"), or as provided herein.

B. PURPOSE & INTENT

The purpose of this RFQ is to solicit Qualifications from Respondents, who are licensed to perform engineering services in the State of Florida, in accordance with Florida Statute § 287.055, or 471.023.

St. Johns County in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the policies and procedures of the St. Johns County is soliciting Qualifications from qualified firms to perform Professional Engineering services related to implementing a Septic-to-Sewer Planning Program throughout the SJCUD service territory.

The intent of the County is to select the most qualified Respondent, based upon evaluation of submitted Qualifications and presentations/interviews with shortlisted Respondents, for the purposes of negotiating and awarding a contract for completion of the Services.

C. SUBMITTAL DEADLINE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to, and received by the SJC Purchasing Division by or before **four o'clock (4:00PM EST) on Thursday, September 7, 2023**. Any Qualifications received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Qualifications must be submitted to:

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

All mail delivered to the County is processed through SJC Central Receiving. Respondents must factor the additional time for processing when mailing their submitted Qualifications to the County. Any Qualifications that are not delivered to the SJC Purchasing Division, by the deadline above, shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Qualifications that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Additionally, the County is not responsible for Qualifications that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Division. Any such Proposal that is not received in the SJC Purchasing Division shall be returned to the Respondent, unopened.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ must be directed, **in writing**, to the following Designated Point of Contact provided below:

Designated Point of Contact: Jennifer McDaniel, Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: jmcdaniel@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Mark Rinberger, Procurement Coordinator at mrinberger@sjcfl.us,

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this

RFQ. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFQ.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ shall be directed, in writing, to the Designated Point of Contact as provided above, by or before **four o'clock (4:00PM) EST on Friday August 25, 2023**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Submittal Deadline for Qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFQ, through and until the Submittal Deadline for Qualifications, the County will issue an Addendum.

Broadcast of RFQ	August 14, 2023
Deadline for Questions	August 25, 2023
Issuance of Final Addendum	September 1, 2023
Submittal Deadline for Qualifications	September 7, 2023
Evaluation of Qualifications Submittals & Shortlist	September 28, 2023
Negotiations	October 2023
Presentation of Negotiated Contract to BOCC	October 2023

H. ADDENDA

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

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

Respondent is solely responsible for including any and all information, clarifications, revisions, or other directions provided by the County in each Addendum in their submitted Qualifications. Respondent must acknowledge each and every Addendum issued by the County and attest to its inclusion in their submitted Qualifications. Failure by Respondent to include any Addendum in their submitted Qualifications, may result in the submitted Qualifications being deemed non-responsive to the requirements of this RFQ.

I. CONSIDERATION FOR MBE/SBE/WBE/DBE

The County as well as the awarded Respondent shall be required to comply with 2 CFR 200 in the inclusion of minority, small, woman-owned and disadvantaged businesses in the procurement process and consideration for award. In the event the awarded firm(s) utilize any sub-contractors or third-party suppliers, the awarded firm(s) shall be required to comply with 2 CFR 200, in taking necessary affirmative steps to assure that minority businesses, women's business enterprises, and small business enterprises are utilized when possible.

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 awarded Respondent shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) throughout the duration of the awarded Contract.

K. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of the County.

L. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all Qualifications, waive minor formalities and irregularities, and to award to the Respondent that serves the best interest of the County.

M. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy ("Policy"), and associated procedures are applicable into this RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or suspend/debar as appropriate, any Respondent or Supplier that does not comply with the applicable requirements set forth in the Policy and associated procedures.

N. LOCAL PREFERENCE

While Section 16.3.1 of the Policy does include a Local Preference Policy, the contract(s) awarded as a result of this solicitation will be funded through State and/or Federal Resources, which prohibits the use of local preference in consideration for award, as provided in 2 CFR 200.319 and 200.320.

O. SUB-CONTRACTORS

If a Respondent elects to sub-contract with any Contractors, Consultants, or Suppliers, for any portion(s) of the required Services, Respondent must identify all such Sub-Contractor(s) in the submitted Qualifications, along with the portion(s) of the Services, they are proposed to perform. The County may, at its discretion, require Respondent to submit any and all relevant data necessary to establish to the satisfaction of the County, the qualifications, reliability and responsibility of the Sub-Contractor(s) proposed, to ensure, they are an appropriately qualified and capable to perform the specified Services.

Prior to award of a contract, the County will notify the Respondent, in writing, if the County, after due investigation, has reasonable and substantial objection to any proposed Sub-Contractor. The Respondent may then submit an alternate Sub-Contractor for consideration of the County, at no additional cost to the County, or may request to withdraw from consideration of award. If the Respondent fails to propose an alternate Sub-Contractor within seven (7) calendar days of the original notification, the County may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with the County or any other agency.

The awarded Respondent is responsible for ensuring that proposed Sub-Contractors only perform the Services for which they were proposed and accepted by the County, and Respondent must not change the Sub-Contractor(s) without prior written approval by the County.

The awarded Respondent shall be responsible for any and all Services performed by any Sub-Contractor(s) and such sub-contracts shall not relieve the awarded Respondent of any obligations or responsibilities stated in the awarded Contract.

P. SOCIOECONOMIC BUSINESS ENTERPRISE

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

- To help remove barriers to the participation of DBEs in Federally assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the Respondent is not a DBE/SBE/MBE/WBE firm, then Respondent must meet the following criteria for projects that are either partially or completely funded through State and/or Federal programs:

1. Achieve DBE/SBE/MBE/WBE participation by using DBE/SBE/MBE/WBE certified sub-consultants and sub-contractors; **OR**
2. If unable to utilize DBE/SBE/MBE/WBE certified sub-consultants and sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of DBE/SBE/MBE/WBE sub-consultants and sub-contractors.

State of Florida resources: Career Source – <http://www.careersourcenortheastflorida.com/>

Q. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, Florida Statutes, the awarded Respondent and any Sub-Contractor(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

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

PART II: SCOPE OF SERVICES

A. SCOPE OF SERVICES

SJCUD is launching a program to protect surface water and groundwater and improve the quality of the region's natural systems by minimizing septic tanks in the County. The program will be structured to comply with the requirements pursuant to subparagraph 403.067(7)(a)9, Florida Statutes, the Clean Water ways Act 2020-150, and House Bill 1379(2023). The septic-to-sewer program is a long-term plan that aims to identify and replace septic systems within the SJCUDs service area, and align requirements for future development with the regulatory goals.

1. **Generalized Scope of Services:** Detailed Scope of Services will be developed for each task order with the successful respondent. For the purposes of this RFQ, a generalized scope includes, but is not necessarily limited to:
 - a. Prepare On-site Sewage Treatment and Disposal System (OSTDS) Remediation Plan Preparation and Revisions. (Due February 1, 2024)
 - b. Prepare and coordinate the St. Johns County Comprehensive Plan Amendment to comply with the

Environmental Protection Law per HB1379 including legal reviews and coordination. (Due July 2024)

- c. Development of On-site Sewage Treatment and Disposal System (OSTDS) Geographic Information System (GIS) parcel-based database. SJCUD would like the respondent to develop an inventory of all septic tanks in the service territory with organized planning zones to overlay for purposes of identifying projects for compliance with regulations, funding opportunities, or design and construction purposes. Examples include organization by Basin Management Action Plan (BMAP), Low to Moderate Income (LMI) areas, Comprehensive Plan Amendment impact area, identified projects that will be SJCUD direct funded, or other planning zone types to be developed throughout the project.
- d. Prepare a Master Feasibility Report for septic tank connection to utility system including identification of septic tanks that would not be planned for connection. Incorporate feasibility report data into GIS database. The intent of this report is to have a long-range plan for how each septic tank area could connect that can be transitioned to scoping for design and construction upon notice of an immediate need or opportunity.
- e. Conduct presentations and public meetings (to include preparation of presentations with display boards and attend public meetings to educate the affected business owners and residents within each of the project areas.
- f. Conduct periodic funding opportunity reviews to develop funding strategies for projects.
- g. Perform Grant administration including preparation and submittal of deliverables.
- h. Perform Sanitary sewer hydraulic modeling and lift station pump selection/design.
- i. Respondent or Subconsultant legal assistance as required to support the work of the projects in this RFQ.
- j. Prepare scopes of services for design projects to be completed by others
- k. Preparation of construction plans and technical specifications for sewer conversion projects.
 - i. Designs may range from supporting localized neighborhood pipeline extensions to major neighborhood conversions.
 - ii. Subconsultant professional surveying, environmental, and geotechnical engineering services (soil borings) as necessary for the development of the construction documents.
 - iii. Permitting services
 - iv. Preparation of design documents used for bidding (contract documents) and provide bid administration through award.
 - v. Services during construction including contract administration, shop drawing review, pay application review, construction observation, pressure tests, lift station start-ups, progress meetings, address contractor questions and resolve disputes, record drawings, etc.

SJCUD anticipates an initial Task Order to be issued for generalized Scope of Services items a-j as they are schedule sensitive and additional task orders to be issued as needed to implement the program successfully.

PART III: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

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

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

By submitting Qualifications, in response to this RFQ, Respondent certifies that its representatives have carefully read

and fully understand all instructions and requirements provided in this RFQ, and have full knowledge the scope, nature, and quality of work to be performed for the County. All Qualifications submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days from the Submittal Deadline.

Respondents are responsible for complying with all applicable provision of the Policy as well as all applicable rules, laws, codes, and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum requirements that Respondent must meet in order to be considered responsible to perform the specified Services. Respondent must submit sufficient documentation to clearly demonstrate that Respondent meets or exceeds the following minimum qualification requirements:

- i. Must be licensed as an Engineering Firm as defined by Florida Statute §471.023;
- ii. Must be legally authorized to conduct business in the State of Florida and St. Johns County, which requires the Respondent to be registered with the State of Florida Department of State, Division of Corporations, and licensed and/or registered with St. Johns County;
- iii. Must submit all experience with Septic-to-Sewer planning services performed within the past five (5) years.

Failure by any Respondent to meet the minimum requirements stated above, shall result in Respondent being deemed non-responsive and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract.

C. JOINT VENTURE

In the event a Joint Venture submits Qualifications, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Qualifications, as stated herein, or as revised by Addendum. The documents included in the Joint Venture’s Qualifications must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power-of-Attorney. The Joint Venture’s Qualifications must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Contract.

D. TRADE SECRETS

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

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

E. USE OF COUNTY LOGO

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

F. PUBLIC RECORDS

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

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

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

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

G. CONFLICT OF INTEREST

Respondent must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein.

Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondent must disclose any contractual or employment relationship with any County officer or employee in the

submitted Qualifications. Additionally, Respondents must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Respondent, or Key Personnel of a Respondent may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

H. QUALIFICATION SUBMITTAL INSTRUCTIONS

Respondent must submit one (1) original hard-copy of the Qualifications, and one (1) exact electronic PDF copy of the Qualifications on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard-copy and USB Drive must be placed in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation number and title. A mailing label is provided herein to assist with appropriately labeling Respondent's package. The County is not responsible for any Qualifications that are incorrectly labeled and are not delivered to the appropriate location as provided herein.

Qualifications must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections must be clearly identified. **Qualifications must not exceed 40 pages in length, which does not include the County issued attachments, table of content, tabs or addendums.** It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

Submitted Qualifications must include, at a minimum, the following components, including any and all attachments specified herein, as listed below:

Section 1: Qualifications Cover Page and Cover Letter

Respondent shall complete and submit the Qualifications Cover Page, provided herein, and must also provide a 1-2-page cover letter, that must include, but is not limited to the following:

- Full legal company name, including any fictitious name(s), and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portions of the Services;
- Primary point of contact information (name, title, phone, email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners, as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the County to accept the signature of the Delegation of Authority.

Section 2: Staff Qualifications and Professional Team

Respondent must provide documentation to fully demonstrate the qualification, education, and abilities of Key Personnel for the Respondent, as well as any proposed Sub-Contractors that shall be performing Services, if awarded.

The required documentation shall include, at a minimum:

Respondent must provide proof of registration status, and no exclusions with www.SAM.gov.

Key Personnel – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project.

Licenses/Certifications – Provide any and all current licenses and certifications applicable to this project, held by Respondent and Key Personnel who are proposed to participate in the Services.

List of Proposed Sub-Contractors – Provide any and all Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Respondent must complete **Attachment “H”**, and must include any and all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor or Supplier, including but not limited to licenses, certifications, and other credentials. All proposed Sub-Contractors or Suppliers are subject to approval by the County. If Respondent does not intend to utilize any Sub-Contractors, Respondent must state as such in the submitted Qualifications.

Project Org Chart – Provide a complete Organization Chart for the Respondent and all Sub-Contractors demonstrating the relationship of resources as it pertains to this project.

Qualification Certification – Complete and submit **Attachment “A”** provided herein.

Claims, Liens, Litigation History – Complete and submit **Attachment “B”** provided herein.

Certificates of Insurance – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Respondent’s ability to obtain the required coverages upon award.

Section 3: Related Experience

Respondent must provide a written narrative describing all experience Respondent and proposed Sub-Contractors possesses for services similar in size and scope as specified herein, that were awarded, completed and are in progress within the past five (5) years. The narrative must include details including, but not limited to: project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost. The County reserves the right to reach out to any agency to inquire about Respondent’s performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

Section 4: Current and Projected Workloads

Respondent must provide sufficient information to demonstrate Respondent’s current and projected workloads anticipated for the next three (3) calendar years, which shall include projects awarded and under contract, projects in the process of award but not yet under contract, and projects for which Respondent is in consideration of award. The information must include all of Respondent’s current/upcoming contracts/projects, project owner (name, location), point of contact information for project owner (name, title, email, phone number), status (current/upcoming), and timeframe for completion.

Section 5: Approach to Services

Respondent must provide a written narrative describing Respondent’s approach to the project, including but not limited to: collecting research, identifying issues, assessing options, identifying and securing funding, amending comprehensive plan, public outreach, and preparing design(s). Respondent must include a workplan to demonstrate Respondent’s ability to progress with the project, provide reports, mitigate impacts and delays, quality control, and meet deadlines and objectives of the County. Respondent must address the application of the County’s proposed phasing of this project, and how they will accommodate such phasing. Respondent may also include any methods related to innovation for any aspect of the Services.

Section 6: Socioeconomic Business Enterprise

The County encourages participation by MBE/WBE/DBE firms. Provide current copy of certificate of MBE/WBE/DBE (if applicable). The use of MBE/WBE/DBE firms identified in a proposal must be used throughout the duration of the contract. If the proposed MBE/WBE/DBE firm is no longer able to perform the services originally intended, the

awarded firm shall be responsible for seeking a replacement MBE/WBE/DBE firm, or demonstrating a good faith effort to seek out a MBE/WBE/DBE firm.

Section 7: Administrative Information

Respondent must complete and submit all remaining Attachments, as provided herein, which are not required in a previous section.

PART IV: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Qualifications for responsiveness to the requirements provided herein. Any Qualifications that is materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to evaluation. Only those responsive Qualifications submitted from responsible Respondents shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or documentation that is material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF QUALIFICATIONS

All responsive Qualifications will be evaluated by an Evaluation Committee of no less than three (3) representatives, as determined by the SJC Purchasing Division. Evaluators will review and score the Qualifications individually, with no interaction or communication with any other individual, except any such communication which occurs at the Evaluation Meeting. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Qualifications shall be in accordance with the Evaluation Criteria as provided herein.

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

C. EVALUATION CRITERIA AND SCORING

The County will evaluate and rank Respondents from highest to lowest based upon the specific evaluation criteria and point scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Company & Team Qualifications	15
2. Related Experience	30
3. Current and Projected Workloads	15
4. Approach to Services	40
5. Socioeconomic Business Enterprise	5
Total Points Possible per Evaluator:	105
6. Shortlist Interview/Presentation	30
Total Points Possible (Shortlist Firms only):	135

D. SHORTLIST INTERVIEW/PRESENTATIONS

Upon evaluation of Qualifications, the Evaluation Committee shall determine a shortlist of Respondents to participate in interviews/presentations, in accordance with Florida Statute 287.055. The makeup of the interview/presentation shall be provided to the shortlisted Respondents after the initial Evaluation Meeting. The score for interview/presentation shall be added to the score for the Qualifications, to determine a total score and ranking of shortlisted Respondents.

E. FORMULA FOR SOCIOECONOMIC BUSINESS ENTERPRISE:

Respondents will receive the maximum score of five (5) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-consultants and/or sub-contractor's MBE/WBE/DBE certification.

F. NEGOTIATIONS & AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

Upon evaluation and final ranking of Qualifications and shortlist interview/presentations, a Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no obligation to award a Contract as a result of this RFQ.

It is the intent of the County to enter into negotiations with the top ranked Respondent, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked Respondent. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be presented to the Board of County Commissioners for approval to execute. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked Respondent and shall initiate negotiations with the next successively ranked Respondent with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent Respondent in the rankings does not serve the best interest of the County.

G. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and execute a Professional Services Agreement, on a form provided by the County, for completion of the project, in accordance with this RFQ Document, and as negotiated with the selected Respondent. The Term of the awarded Contract shall be determined upon negotiation and approval by both parties.

In the event a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to this RFQ, it is expressly understood that the County's preference/selection of any Respondent or submitted Qualifications does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any Respondent, negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or otherwise modify one or more components of the selected Respondent's Qualifications and any subsequent proposal(s) in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of this RFQ.

Any contract(s) awarded as a result of this RFQ shall be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services, and (2) to subsequently solicit Qualifications and/or negotiate contracts, for services, as needed, in order to serve the best interest of the County. All such actions shall be at the sole discretion of the County.

B. PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status

and implement termination procedures if the County determines that the awarded Consultant no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

C. TERMINATION

Failure on the part of the awarded Consultant to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification, and opportunity to cure the default, in accordance with the Contract Documents. In the event the awarded Consultant fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance with the Contract Documents, and shall seek any and all remedies legally available to mitigate damages incurred by the County.

D. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Qualifications and any subsequent proposals, the awarded Respondent pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

E. GOVERNING LAWS & REGULATIONS

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

F. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

The awarded Consultant warrants that the product/s or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

The awarded Consultant further certifies that if the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the awarded Consultant. All Personal Protective Equipment used by the awarded Consultant, their employees, as well as personnel supplied by any sub consultants and subcontractors shall be ANSI certified and meet OSHA standards.

G. LICENSES, PERMITS, FEES

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

H. INSURANCE REQUIREMENTS

Respondent must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Consultant has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Consultant

has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

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

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

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

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

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

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

Consultant shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Consultant shall require any subconsultants performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all

insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

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

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

I. INDEMNIFICATION

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

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

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

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

J. 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.

K. SUSPENSION AND DEBARMENT

1. The intended contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Respondent is required to verify that none of the Respondent, 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).
2. The Respondent 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.
3. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the Respondent 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.

4. The Respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions”.

PART VI: – ATTACHMENTS

The required Attachments that Respondents must complete, sign, have notarized and include as part of their submitted Qualifications are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Qualifications the required Attachments must be included.

ATTACHMENT A	QUALIFICATION CERTIFICATION
ATTACHMENT B	CLAIMS, LIENS, LITIGATION HISTORY
ATTACHMENT C	AFFIDAVIT OF SOLVENCY
ATTACHMENT D	AFFIDAVIT
ATTACHMENT E	CONFLICT OF INTEREST DISCLOSURE FORM
ATTACHMENT F	DRUG-FREE WORKPLACE FORM
ATTACHMENT G	E-VERIFY AFFIDAVIT
ATTACHMENT H	EQUAL OPPORTUNITY REPORT STATEMENT
ATTACHMENT I	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
ATTACHMENT J	BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING
ATTACHMENT K	NON-COLLUSION CERTIFICATION
ATTACHMENT L	SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLOIRDA STATUTES ON PUBLIC ENTITY CRIMES
ATTACHMENT M	LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS
ATTACHMENT N	2 CRF 200
ATTACHMENT O	BUILD AMERICA, BUY AMERICA ACT (BABA)

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

COVER PAGE

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

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

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

POC EMAIL ADDRESS: _____

POC PHONE NUMBER: _____

DATE OF SUBMITTAL: _____

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

**ATTACHMENT A
QUALIFICATION CERTIFICATION**

The Undersigned presents this submitted Qualifications to be considered as a Qualified Engineering Firm to perform Professional Engineering Services for RFQ NO: 23-87; SEPTIC TO SEWER PROGRAM FOR ST. JOHNS COUNTY UTILITY DEPARTMENT.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this submitted Qualifications.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the submitted Qualifications.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

(Respondent Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT B
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or sub-contractor) or been sued by or had a formal claim filed by an owner, sub-contractor or supplier resulting from a contract dispute? Yes___ No_____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue:_____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a project, been terminated for cause or had a performance/surety bond called to complete a project?

Yes_____ No_____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld payment, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT C
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (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 failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

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

Signature of Affiant

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT D
AFFIDAVIT

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

At the time the Qualifications is submitted, it shall include this sworn statement from the Respondent. 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.

The undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached Qualifications for the services covered by the RFQ Documents for **RFQ NO: 23-87; SEPTIC TO SEWER PROGRAM FOR ST. JOHNS COUNTY UNTILITY DEPARTMENT.**

The Affiant further states that no more than one Qualifications for the above referenced project will be submitted from the individual, his/her 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 Qualifications 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.

(Respondent Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO QUALIFICATIONS.

**ATTACHMENT E
CONFLICT OF INTEREST DISCLOSURE FORM**

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s): _____
Signature

Print Name/Title

Signature

Print Name/Title

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

**ATTACHMENT F
DRUG-FREE WORKPLACE FORM**

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

_____ does:
Name of Firm

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

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

Signature

Date

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT G
E-VERIFY AFFIDAVIT

STATE OF _____ COUNTY OF _____

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

- 1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of RFQ No. 23-71 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

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

Notary Public
My Commission Expires: _____

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

**ATTACHMENT "H"
EQUAL OPPORTUNITY REPORT STATEMENT**

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

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

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

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

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

**ATTACHMENT "J"
BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER
PLANNING PROGRAM**

**ATTACHMENT "K"
NON-COLLUSION CERTIFICATION**

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT "L"

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

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

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

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

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 2023, by Affiant, who is [] personally known to me or [] has produced _____ as identification.

Notary Public

My Commission Expires

RFQ NO: 23-87; PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM

ATTACHMENT M

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Respondent shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Respondent is NOT a Local Business, and/or is NOT self-performing at least 50% of all Services specified under this solicitation, the Respondent must utilize qualified Local Businesses to complete a minimum of 50% of all Services. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Services

ATTACHMENT N

Appendix II to Part 200, Title 2 (up to date as of 8/07/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Appendix II to Part 200, Title 2 (Aug. 7, 2023)

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

Title 2 – Grants and Agreements

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

Chapter II – Office of Management and Budget Guidance

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

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

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

Authority: 31 U.S.C. 503

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

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

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

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

3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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

FEMA Advisory

'Buy America' Preferences Go Into Effect Jan. 2, 2023 for FEMA Grant Programs

FEMA announced today that beginning on Jan. 2, 2023, 23 FEMA grant programs will be subject to the "Buy America" preferences under the Build America, Buy America Act (BABAA). This is part of FEMA's "Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001."

Details

This policy document provides guidance on FEMA's implementation of the domestic preference requirements outlined in BABAA, which is part of President Biden's Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act. The Act requires that any infrastructure project receiving federal funding must source its iron, steel, manufactured products and construction materials from the United States.

The BABAA requirements will go into effect Jan. 2, 2023, following the expiration of FEMA's General Applicability Public Interest Waiver. Any new awards, new obligations to existing awards or renewal awards FEMA makes Jan. 2, 2023, and after for covered programs *will* be required to follow the BABAA requirements unless another waiver is requested and approved. Per the guidance, "[t]his means that agencies must include a Buy America preference in awards issued on or after [Jan. 2, 2023], even if Notices of Funding Opportunities for those awards did not include a Buy America preference."

A series of external briefings on the BABAA policy will be listed on the Procurement Under Grants Training Webpage and will be sent via grant recipient distribution lists, where interested participants can register for the respective trainings.

Frequently Asked Questions, additional guidance, resources, and contact information can be found on FEMA's "Buy America" Website.

Contact Us

If you have any questions, please contact FEMA Office of External Affairs:

- Congressional Affairs at (202) 646-4500 or at FEMA-Congressional-Affairs@fema.dhs.gov
- Intergovernmental Affairs at (202) 646-3444 or at FEMA-IGA@fema.dhs.gov
- Tribal Affairs at (202) 646-3444 or at FEMA-Tribal@fema.dhs.gov
- Private Sector Engagement at (202) 646-3444 or at nbeoc@max.gov



FEMA

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Also, follow Administrator Deanne Criswell on Twitter [@FEMADeanne](#).

FEMA Mission

Helping people before, during and after disasters.

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

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ NO. 23-87
RFQ TITLE:	<u>PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPLEMENTING A SEPTIC TO SEWER PLANNING PROGRAM.</u>
SUBMITTAL DEADLINE:	By 4:00 PM EST– September 7, 2023
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT



ADDENDUM #1

August 25, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-87; Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program.

This Addendum #1 is issued for Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their Qualifications as provided in the RFQ Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. For Section 2: Staff Qualifications and Professional Team, are we allowed to include full resumes in an Appendix, which won't count towards the 40 pages, or do we need to include resumes within the 40 pages? Please advise.
 - a. **Please include resumes within the 40-page proposal limit.**
2. For Section 6: Socioeconomic Business Enterprise, please confirm that certifications from the State of Florida Office of Supplier Diversity (OSD) for the minority subconsultants are acceptable.
 - a. **Yes, State of Florida Office of Supplier Diversity (OSD) for the minority subconsultants are acceptable.**
3. Would the County please consider granting a two-week deadline extension on this effort?
 - a. **The submittal date will remain September 7, 2023 at 4:00 pm.**
4. Would the County allow an 11"x17" page for the required project organizational chart?
 - a. **Organizational chart may be submitted on 11"x17" page.**
5. Can certificates required in Section 6 Socioeconomic Business Enterprise be considered outside of the 40-page limit?
 - a. **Certificates required in Section 6 may be provided outside of the 40-page limit.**

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: WEDNESDAY, SEPTEMBER 7, 2023 AT 4:00 PM EST.

Respondent Acknowledgment:

Signature

Printed Name/Title Authorized Representative

Respondent Company Name

END OF ADDENDUM NO. 1

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



ADDENDUM #2

August 31, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-87; Professional Engineering Services Related to Implementing a Septic to Sewer Planning Program.

This Addendum #2 is issued for Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their Qualifications as provided in the RFQ Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Due to Hurricane Idalia and its impacts, would the County consider an extension on the due date for RFQ No. 23-87 "Professional Engineering Services Related to Implementing a Septic-to-Sewer Planning Program"?
 - a. We will extend the deadline for RFQ 23-87, one (1) week.

SUBMITTAL DEADLINE FOR QUALIFICATIONS IS HERBY CHANGED TO: WEDNESDAY, SEPTEMBER 14, 2023 AT 4:00 PM EST.

Respondent Acknowledgment:

Signature

Printed Name/Title Authorized Representative

Respondent Company Name

END OF ADDENDUM NO. 2