

RESOLUTION NO. 2024 - 21

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH SES ENERGY SERVICES, LLC., UNDER BID 21-09; COUNTY WIDE MITIGATION CONSERVATION AREA.

RECITALS

WHEREAS, SES Energy Services, LLC., was awarded a contract under BID 21-09; County Wide Mitigation Conservation Area, dated January 25, 2021; and

WHEREAS, the County was notified that SES Energy Services, LLC., was acquired by SES Environmental Resource Solutions, LLC., in September 2022, and while SES Energy Services, LLC., has been operating under the SES Energy Services, LLC., name since the effective date of the Contract, they are now requesting their contracts to be assigned to SES Environmental Resource Solutions, LLC; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contracts awarded to SES Energy Services, LLC., under BID 21-09; and

WHEREAS, the work awarded under the Contract is funded by the respective County Department requesting the Purchase Order; 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 the contracts to complete the work services serves a public purpose.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to assign General Services Agreement No: 20-MCC-SWA-12556 to SES Environmental Resource Solutions, LLC.

Section 3. The County Administrator, or designee, is further authorized to execute a Consent to Assignment Agreement with SES Environmental Resource Solutions, LLC., which shall serve to obligate SES Environmental Resource Solutions, LLC., to take ownership of all responsibilities and obligations previously required of SES Energy Services, LLC.

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

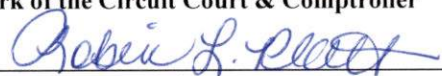
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 16th day of January, 2024.

Rendition Date: JAN 18 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Sarah Arnold, Chair

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

By: 
Deputy Clerk



CONSENT TO ASSIGNMENT
Bid 21-09; County Wide Mitigation Conservation Area
Master Contract No: 21-MCC-SES-13012

This Consent to Assignment Agreement (Agreement) is entered into as of this day of _____, 2023, by and between St. Johns County (County), a political subdivision of the State of Florida and **SES Environmental Resource Solutions, LLC.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract No: 21-MCC-SES-13012, dated as of January 25, 2021.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, any obligations under Master Contract No: 21-MCC-SES-13012, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 14 of Master Contract No: 21-MCC-SES-13012, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on November 29, 2023 a letter dated November 29, 2023 was received indicating SES Environmental Resource Solutions, LLC., provided its written request to the assignment of its rights, interests, and obligations in Master Contract No: 21-MCC-SES-13012, to the Assignee (see Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 14 of Master Contract No: 21-MCC-SES-13012, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

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

1. **Assignment and Assumption.** The County hereby approves assignment of Master Contract No: 21-MCC-SES-13012, to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract No: 21-MCC-SES-13012.
2. **Incorporation of Terms and Conditions.** Master Contract No: 21-MCC-SES-13012 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provisions contained in Master Contract No: 21-MCC-SES-13012 shall remain in full force and effect.
3. **Effectiveness.** This Assignment Agreement shall be effective as of the date first set for the above.
4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement,

and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

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

COUNTY:

ASSIGNEE:

St. Johns County, FL

SES Environmental Resource Solutions, LLC.

County Name

Company Name

Signature by County Representative

Signature by Assignee Representative

Jaime T. Locklear

Printed Name Assignee Representative

Printed Name – County Representative

Director of Purchasing & Contracts

Printed Title – Assignee Representative

Printed Title – County Representative

Date of Signature

Date of Signature

LEGALLY SUFFICIENT:

Office of County Attorney

Date of Execution

ATTEST:

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

Deputy Clerk

Date



CONTRACT AGREEMENT
BID NO: 21-09; COUNTYWIDE MITIGATION CONSERVATION AREA
MONITORING AND REPORTING SERVICES
Master Contract #: 21-MCC-SES-13012

This Contract Agreement (Agreement) is made as of this 25th day of January, 2021, between **St. Johns County, FL** ("County"), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **SES Energy Services LLC** ("Contractor"), authorized to do business in the state of Florida, with mailing address: 3550 St. Johns Bluff Road S., Jacksonville, FL 32224; Phone: (904) 285-1387; Fax: (904) 285-1929; Email: kallerton@ersenvironmental.com.

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

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for up to one (1) two (2) year renewal period. This Agreement may be renewed, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to 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 Contractor satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- St. Johns County Bid No. 21-09 and all issued Addenda;
- Contractor's Pricing (Exhibit A-1);
- Scope of Work (Exhibit B);
- Any task order, or any amendment of a task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Specifications of St. Johns County Bid No: 21-09.

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

The Contractor shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Contractor 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, work, and materials performed, provided, or furnished by the Contractor. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Contractor.

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

ARTICLE 4 – TASK ORDERS

The Contractor shall not perform any services under this Agreement until a task order for such services has been executed by the Contractor's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Contractor.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order. The Contractor shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate based on the hourly rates provided in Exhibit A-1. No modification, amendment, or alteration to Exhibit A-1 shall be effective unless provided through an amendment to this Agreement as provided below in Article 29.
- C. It is expressly understood that Contractor is not entitled to the amount of compensation set forth in any given task order. Rather, Contractor's compensation is based upon Contractor's satisfactory completion and delivery of all work product and deliverables noted in each task order.
- D. The Contractor shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
- E. Though there is no billing form or format pre-approved by either the County, or the Contractor, invoices submitted by the Contractor shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Contractor, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

ARTICLE 6 – TERMINATION

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

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this

Agreement.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Contractor 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 Contractor, 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.

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

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Contractor shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
Walt Esser	Sr. Environmental Scientist	904-334-3475	wesser@ersenvironmental.com
Nelsen Esser	Environmental Scientist	904-285-1397	nesser@ersenvironmental.com
Tyler Duplaga	Environmental Scientist	904-285-1397	tduplaga@ersenvironmental.com

ARTICLE 9 – SUBCONTRACTING

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

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

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

ARTICLE 10 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of any and all personnel hired to perform work under this Agreement. Additionally, the Contractor shall explicitly require any and all sub-contractors and sub-contractors to utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel hired to perform work under this Agreement.

ARTICLE 11 – FEDERAL AND STATE TAX

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

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

ARTICLE 12 -- 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 Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 13 - INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 14 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

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

ARTICLE 16 - REMEDIES

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

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

ARTICLE 17 - CONFLICT OF INTEREST

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

The Contractor 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 Contractor'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 Contractor 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 Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor 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 Contractor under the terms of this Agreement.

ARTICLE 18 - NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor 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.

ARTICLE 19 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Contractor is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 20 - ARREARS

The Contractor 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 Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 21 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Contractor shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Contractor 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. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

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

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

ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - ACCESS AND AUDITS

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

ARTICLE 25 - NONDISCRIMINATION

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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 27 - ENFORCEMENT COSTS

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

ARTICLE 28 - AUTHORITY TO PRACTICE

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

ARTICLE 29 - SEVERABILITY

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

ARTICLE 30 - AMENDMENTS AND MODIFICATIONS

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor 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 Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Contractor shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 31 - FLORIDA LAW & VENUE

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

ARTICLE 32 - ARBITRATION

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

ARTICLE 33 - NOTICES

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

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, CPPB, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

SES Energy Services LLC
Attn: Kim Allerton, Division Manager
3550 St. Johns Bluff Road S
Jacksonville, FL 32224

ARTICLE 34 - HEADINGS

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

ARTICLE 35 –PUBLIC RECORDS

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

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

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor 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.

ARTICLE 36 – SURVIVAL

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

ARTICLE 37 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached as Exhibit C hereto, the contents of which are incorporated herein.

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

ST. JOHNS COUNTY, FL:

Leigh A. Daniels, CPPB
Printed Name of County Representative

Leigh A. Daniels
Signature County Representative

Purchasing Manager
Title of County Representative

1/25/21
Date of Execution

CONTRACTOR:

SES Energy Services LLC
Company Name

Kim M. Allerton
Signature of Contractor Representative

Kim M. Allerton, Division Manager
Printed Name & Title

1/21/2021
Date of Execution

ST JOHNS COUNTY

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

Sam Haltern
Deputy Clerk

1/25/21
Date

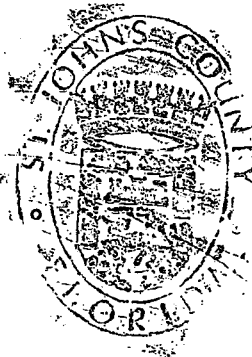
JAN 25 '21

PURCHASING

LEGALLY SUFFICIENT:

[Signature]
Deputy County Attorney

1/26/21
Date of Execution



**BID NO: 21-09; COUNTYWIDE MIGITATION CONSERVATION AREA
MONITORING AND REPORTING SERVICES
Master Contract #: 21-MCC-SES-13012**

**EXHIBIT "A"
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Hourly Rates per Position as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Hourly Rates shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to this Agreement through a Contract Amendment.

Price increases will be considered at the end of each contract/agreement renewal year. Price increase requests must be submitted in writing to the St. Johns County Purchasing Manager no later than sixty (60) consecutive calendar days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

**BID NO: 21-09; COUNTYWIDE MIGITATION CONSERVATION AREA
MONITORING AND REPORTING SERVICES
Master Contract #: 21-MCC-SES-13012**

**EXHIBIT "A-1"
CONTRACTOR'S PRICING**

Monitoring and Reporting Services Hourly Rates per Position:

Includes baseline/annual compliance vegetative community assessment, monitoring, report writing, submittal to agencies and follow-up

Senior Scientist:	\$80.00 /hour
Biologist:	\$60.00/hour
Project Manager:	\$90.00/hour

The Hourly Rates submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Hourly Rate above shall be the final price charged to the County for work performed.

**BID NO: 21-09; COUNTYWIDE MITIGATION CONSERVATION AREA
MONITORING AND REPORTING SERVICES
Master Contract #: 21-MCC-SES-13012**

**EXHIBIT "B"
SCOPE OF WORK**

LOCATION: St. Johns County Conservation Lands

The County Conservation areas are mostly part of a St. Johns River Water Management District (SJRWMD) and US Army Corps (USACE) permitted County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek Deep Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida. These permits require compliance vegetation monitoring and maintenance requirements for a minimum of 5 years.

SCOPE OF WORK FOR MITIGATION SERVICES:

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to perform Countywide Monitoring and Reporting services including vegetative community assessment, monitoring and reporting as authorized by Task Order. Services include but are not limited to the monitoring and reporting to regulatory agencies on the existing conditions and providing the recommended ongoing land management activities to maintain compliance with St. Johns River Water Management District (SJRWMD) Memorandum of Agreements, U.S. Army Corps of Engineers (USACE) Permits, St. Johns County Land Management Plans, and Specifications described herein. Consistent with applicable permits, the awarded Contractor shall be required to monitor and report on all requisite County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek Deep Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida, as necessary. Services also include meeting with agency staff at the conservation area sites to assess the areas being monitored and for follow-up.

Services include required assessment, reporting and meeting with County and regulatory agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

The Contractor shall recommend land management techniques including application of herbicides, manual or mechanical techniques to remove existing exotic, invasive or non-compliance species, prescribed burning, timber thinning or other best management practice in order to bring all vegetative communities of the property into compliance with the MOA, permit or management plan.

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies, and supervision necessary to monitor and document and report on the condition of the vegetative communities present in any areas of the ROMA or other County-owned parks or conservation area sites.

Reporting

USACE and SJRWMD required annual compliance monitoring and reporting for a minimum of five (5) years to demonstrate that the mitigation activities are improving habitat quality and the site overall is progressing toward obtaining the function gain proposed. The following tasks may include but may not be limited to the required compliance vegetation and wildlife monitoring and reporting conditions in the permits:

1. Develop a sampling design to assess mitigation activity success and purchase the necessary monitoring equipment.
2. Install vegetation monitoring transects per site and record the locations and sampling station locations.
3. Establish photo monitoring stations.
4. Conduct a baseline monitoring event.
5. Record existing and trending vegetation data observations and photograph each monitoring station pre/post scheduled mitigation activities.
6. Compile monitoring data, photos and wildlife observations.
7. Prepare monitoring report within 60 days of completion of all mitigation activities and submit to USACE and SJRWMD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2021

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 Marsh & McLennan Agency LLC 1031 W. 4th Ave, Suite 400 Anchorage, AK 99501 CN102576072-PROF-GAW-2020	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER B : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER C : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER D : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER E : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co	16535	INSURER B : Steadfast Insurance Company	26387	INSURER C : Navigators Specialty Insurance Company	36056	INSURER D : Evanston Insurance Company	35378	INSURER E : American Zurich Insurance Company	40142	INSURER F :
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INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** SEA-003703298-02 **REVISION NUMBER:** 2

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
D	<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"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X	X	MKLV5ENV102281	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X	X	BAP9275450-19	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	X	X	SF20EXC725167IC MKLV5EUE100832	04/01/2020 04/01/2020	04/01/2021 04/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.			WC5888448-15	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Professional			EOC9383315-11	04/01/2020	04/01/2021	Each Claim / Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Master 21-MCC-SES-13012 | Bid 21-09: Countywide Mitigation/Conservation Area Monitoring and Reporting Services. Where required by written contract, Certificate Holder is an Additional Insured on the General Liability, Auto Liability, and Umbrella Liability policies, subject to the terms, conditions and limitations of said policies and the additional insured endorsement. Where required by written contract, Waiver of Subrogation in favor of Certificate Holder applies to referenced policies subject to the terms, conditions and limitations of said policies and the Waiver of Subrogation endorsement.

CERTIFICATE HOLDER St. Johns County a political subdivision of the State of FL 500 San Sebastian View St. Augustine, FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kirk C. Leadbetter <i>Kirk C. Leadbetter</i>
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AGENCY CUSTOMER ID: CN102576072

LOC #: Anchorage



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED SES Energy Services LLC 1006 Floyd Culler Court Oak Ridge, TN 37830	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21:34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. This insurance was placed through the following Surplus Lines Broker: Marsh & McLennan Agency, LLC License #82353 - Company B. Worldwide Facilities, Inc. License #9718 - Company C & D.
Per Project Aggregate - designated construction project general agg subject to a \$10M max

Any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer of the Contractor gives written notice to the certificate holder.

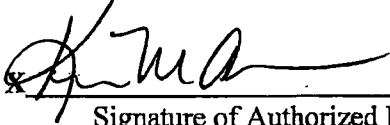
**Bid No. 21-09; Countywide Mitigation Conservation Area Monitoring and Reporting Services
Master Contract No: 21-MCC-SES-13012**

ACCEPTANCE OF NOTICE OF AWARD

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

SES Energy Services LLC this 21 day of January, 2021.

By:



Signature of Authorized Representative

Name:

Kim M. Allerton

(Please Type or Print)

Title:

Division Manager

(Please Type or Print)

ST JOHNS COUNTY

JAN 25 '21

PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

January 26, 2021

Ms. Kim Allerton, Division Manager
SES Energy Services LLC
3550 St. Johns Bluff Road S.
Jacksonville, FL 32224

**RE: Bid No: 21-09 – Countywide Mitigation Conservation Area Monitoring Services –
Master Contract No: 21-MCC-SES-13012**

Dear Ms. Allerton:

Enclosed, please find a fully executed original copy of the Agreement for the above referenced services, for your files. The Agreement Effective Date is **January 25, 2021**, and shall have an initial term of three (3) years, through **January 24, 2024**. There is one (1) two (2) year renewal term available for exercise by the County. Work under this contract will be performed upon execution of Task Orders issued by the County.

Proposals for each Task Order must be submitted on Company Letterhead, signed by an authorized representative of the firm, provide a detailed description of the work to be done in the proposal, reflect the approved Unit Pricing, a total for all work included in the proposal, and must not include any additional charges, fees, taxes, or other costs other than the approved Unit Pricing.


At no time shall any work be performed prior to the full execution of a Task Order. Any work performed without written approval from an **authorized representative** of the County is subject to nonpayment.

The **Project Manager** for the work under this contract is Mr. Ryan Mauch, Environmental Supervisor, SJC Growth Management Department, or his designee. Mr. Ryan's contact information is rmauch@sjcfl.us or (904) 209-0621.

The requirements shown above are provided in the agreement, attached hereto, as well as incorporated from the Bid Document. If you have any questions, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department


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

CC: SJC Minutes & Records
SJC Purchasing Bid No: 21-09 – SES Energy Services LLC Master Contract File
SJC Growth Management (Notified through Novatus)



SES Environmental Resource Solutions LLC

29 November 2023

Ms. Jennifer McDaniel
Procurement Coordinator
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

**RE: St. Johns County ROMA Monitoring and Reporting Services-
Request for Entity Change, Rate Increase, and Extension
St. Johns County, Florida
Master Contract 21-09
ERS Project No. 23073**

Dear Ms. McDaniel:

Pursuant to our recent conversations, Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, is requesting a two-year renewal of Master Contract 21-09 for monitoring services on the St. Johns County Regional Offsite Mitigation Areas (ROMAs): Deep Creek, Moses Creek, Turnbull Creek, Masters Tract, and McCullough Creek. Additionally, ERS is requesting approval of revised labor rates to be applied to future Task Orders (TO's). A proposed revised rate table is attached for review. Finally, ERS is requesting a modification of the contract to reflect a change in entity to **SES Environmental Resource Solutions LLC** consistent with our corporate realignment (discussed in more detail below). We are currently conducting work as authorized by TO#02 under this contract. We will provide a proposal for the required 2024 monitoring to be authorized under TO#03 under separate cover, upon approval of the proposed contract and rate revisions discussed above.

In 2019, Environmental Resource Solutions Inc. was acquired by Bristol Bay Native Corporation (BBNC). We continued to provide environmental consulting services as a division under SES Energy Services LLC, a wholly owned subsidiary of BBNC. Because we were a division, and not a legal entity, it was a source of confusion and affected our ability to market the well-known Environmental Resource Solutions brand. Additionally, operating under the SES Energy Services LLC created misalignment of our expertise and difficulties in establishing experience in appropriate categories used for certain federal contracting procedures. To address these issues, BBNC established **SES Environmental Resource Solutions LLC** as a stand-alone, wholly owned subsidiary focused on ecological consulting services effective on 1 September 2022. Documents associated with the establishment of SES Environmental Resource Solutions LLC are attached for your review.

Since September 2022, ERS has operated under both the SES Energy Service LLC and the newly formed SER Environmental Resource Solutions LLC's to allow time for long-term contracts to be moved to the new entity and to allow for staff transition to the new entity while meeting contractual obligations of the previous entity. This change did not affect ERS staffing, as all previous SES Energy Service LLC staff associated with the ERS division have or will be moving under the new SES Environmental Resources LLC entity. ERS was not sold to or merged with any existing entity. SES Environmental Resource Solutions LLC was

established as an entirely new entity. As we move into 2024, ERS is working to finalize full transition of all ecological services, staff, and contracts to the SES Environmental Resource Solutions LLC entity.

We look forward to continuing to work with you on this project. Please feel free to contact me with any questions.

Sincerely,

SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC



Kim Allerton

Vice President, Environmental Services

Attachments: Proposed 2024 Billing Rates
SES Environmental Resource Solutions LLC, Alaska Formation Documents
SES Environmental Resource Solutions LLC, Florida Business Application

xc. Ryan Mauch

PCP/SJC ROMA Contract Extension Request Letter 11-29-2023

St Johns County Monitoing

Master Contract 21-09 TO3 Proposed Billing Rates

	<i>Project Manager</i>	<i>Senior Scientist</i>	<i>Biologist</i>		
TASKS / BILLING RATES	\$115.00	\$95.00	\$75.00	HOURS	COST
Task 1 Deep Creek ROMA	20	110	82	212	\$18,900.00
TASK 2 - Moses Creek ROMA	28	116	72	216	\$19,640.00
TASK 3 - Turnbull Creek ROMA	8	34	8	50	\$4,750.00
TASK 4 - McCullough Creek ROMA	12	88	56	156	\$13,940.00
				TOTAL LABOR COST	\$57,230.00
				EXPENSES	
				TOTAL LUMP SUM FEE	\$57,230.00



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-5/23/2022 9:20:05 AM

1 - Entity Name

Legal Name: SES Environmental Resource Solutions LLC

2 - Purpose

Any lawful.

3 - NAICS Code

541620 - ENVIRONMENTAL CONSULTING SERVICES

4 - Registered Agent

Name: Corporation Service Company

Mailing Address: 9360 Glacier Highway, Suite 202, Juneau, AK 99801

Physical Address: 9360 Glacier Highway, Suite 202, Juneau, AK 99801

5 - Entity Addresses

Mailing Address: 111 West 16th Avenue, Suite 454, Anchorage, AK 99501

Physical Address: 111 West 16th Avenue, Suite 454, Anchorage, AK 99501

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
SES Group of Companies LLC			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Polly Watson

Alaska Entity #10196445

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

SES Environmental Resource Solutions LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **May 23, 2022**.

A handwritten signature in black ink, appearing to read "Julie Sande".

Julie Sande
Commissioner

MA20000012724

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200391962492

09/10/22--01013--009 **130.00

FILED
2022 AUG 10 PM 3:20
STATE OF FLORIDA
TALLAHASSEE

T. LEMIEUX
AUG 15 2022

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SES Environmental Resource Solutions LLC

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Michael J. Bock

Name of Person

SES Group of Companies LLC

Firm/Company

1006 Floyd Culler Court

Address

Oak Ridge, TN 37830

City/State and Zip Code

mbock@ses-grp.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael J. Bock

865

621-4620

at (_____) _____

Name of Contact Person

Area Code

Daytime Telephone Number

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

- \$125.00 Filing Fee \$130.00 Filing Fee & Certificate of Status \$155.00 Filing Fee & Certified Copy \$160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 05.002, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. SES Environmental Resource Solutions LLC
(Name of Foreign Limited Liability Company, must include "Limited Liability Company," "L.L.C.," or "LLC")

If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC."

2. Alaska 3. SS-2634263
(Jurisdiction under the law of which foreign limited liability company is organized) (FBI number, if applicable)

4. (Date first transacted business in Florida, if prior to registration)
(See sections 05.003 & 05.005, F.S. to determine penalty liability)

5. 3550 St. Johns Bluff Rd. South, Ste. 16 6. 3550 St. Johns Bluff Rd. South, Ste. 16
(Street Address of Principal Office) (Mailing Address)
Jacksonville, FL 32224 Jacksonville, FL 32224

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company
Office Address: 1201 Hays Street
Tallahassee, Florida 32301
(City) (Zip code)

FILED
2022 AUG 10 PM 3:21
TALLAHASSEE, FLORIDA

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Judith Rife

(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

Title or Capacity: Name and Address:
 Manager Name: SES Group of Companies LLC
 Member Address: 1006 Floyd Culler Court
 Authorized Oak Ridge, TN 37830

 Person
 Other _____ Other _____

Title or Capacity: Name and Address:
 Manager Name: Kim Allerton
 Member Address: 3550 St. Johns Bluff Rd. South
 Authorized Jacksonville, FL 32224

 Person
 Other GM _____ Other _____

Manager Name: Edward Pacelli
 Member Address: 1006 Floyd Culler Court
 Authorized Oak Ridge, TN 37830

 Person
 Other President & CEO _____ Other _____

Manager Name: Michael J. Bock
 Member Address: 1006 Floyd Culler Court
 Authorized Oak Ridge, TN 37830

 Person
 Other _____ Other _____

Manager Name: _____
 Member Address: _____
 Authorized _____

 Person
 Other _____ Other _____

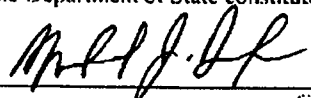
Manager Name: _____
 Member Address: _____
 Authorized _____

 Person
 Other _____ Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



 Signature of an authorized person

Michael J. Bock

 Typed or printed name of signee

Alaska Entity #10196445

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Compliance

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby issues a Certificate of Compliance for:

SES Environmental Resource Solutions LLC

This entity was formed on May 23, 2022 and is in good standing. This entity has filed all biennial reports and fees due at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective August 8, 2022.

A handwritten signature in black ink, appearing to read "Julie Sande".

Julie Sande
Commissioner

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bristol Bay Native Corporation		
	2 Business name/disregarded entity name, if different from above SES Environmental Resource Solutions LLC (FEIN 88-2634263)		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 1006 Floyd Culler Court		Requester's name and address (optional)
	6 City, state, and ZIP code Oak Ridge, TN 37830		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
9	2	-	0	0	4	2	0	4	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 09/21/2023
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.