

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND ISSUE CHANGE ORDER NO: 01 TO MASTER CONTRACT NO: 24-PSA-JON-20464, TO JONES, EDMUNDS & ASSOCIATES, INC. UNDER RFQ NO: 1970; WATER QUALITY STUDY FOR EFFLUENT-BASED LIMITS: GUANA RIVER/MATANZAS RIVER (GTM) ESTUARY AND DEEP CREEK WATERSHED.

RECITALS

WHEREAS, on December 3, 2024, the County entered into Master Contract 24-PSA-JON-20464 with Jones, Edmunds & Associates, Inc. under RFQ NO: 1970; Water Quality Study for Effluent-Based Limits: Guana River/Matanzas River (GTM) Estuary and Deep Creek Watershed; and

WHEREAS, the initial contract identified one project, known as Hastings WQBEL, to be completed under the contract, plus four potential projects to be completed, if the County determined the need for those projects, at a later date, and the contract was originally funded just to complete the Hastings WQBEL project; and

WHEREAS, the County's Utility Department has concluded that the potential project identified in the contract as North Beach RO WQBEL is a critical initiative to enhance water quality management; and

WHEREAS, Change Order No: 01 will increase the Contract costs above the cumulative total of \$500,000.00, and therefore requires Board approval, in accordance with County Purchasing Policy; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed change order (attached hereto, and incorporated herein) and finds that executing the change order to complete the work serves a public purpose; and

WHEREAS, the change order will be in substantial conformance with the attached draft change 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 execute and issue Change Order No. 01 in the amount of \$399,661.57, in substantially the same form and format as attached, for completion of the work specified, in accordance with the Contract.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 4th day of February, 2025.

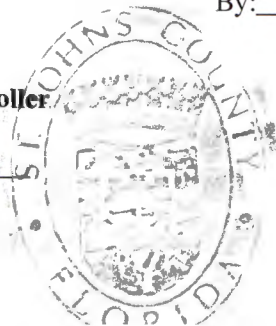
Rendition Date FEB 5 2025

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

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

By: [Signature]
Deputy Clerk





CONTRACT CHANGE ORDER NO: 01

RFQ No: 1970; Water Quality Study for Effluent-Based Limits:
Guana River/Matanzas River (GTM) Estuary and Deep Creek Watershed
Master Contract No: 24-PSA-JON-20464
Original Contract Date: December 3, 2024

Consultant: Jones, Edmunds & Associates, Inc.
Progress Blvd.
Gainesville, FL 32615

Date: January 10, 2025

Project: North Beach Water Treatment Plan Water Quality Based Effluent Limitation Support

SCOPE OF WORK:

Change Order #01 is hereby issued to increase the Contract Price of Master Contract #24-PSA-JON-20464 by three hundred ninety-nine thousand six hundred sixty-one dollars and fifty-seven cents (\$399,661.57) for a Water Quality Based Effluent Limitation (WQBEL) Level II analysis for the North Beach Water Treatment Plant and Wastewater Treatment Plant, in compliance with Chapter 62-650 of the Florida Administrative Code, as provided in the Consultant’s proposal dated December 30, 2024, attached hereto. The authorized work shall generally include the following tasks: project management and coordination, project kick-off meeting, site visit, data compilation, data evaluation, impairment review, meeting with the Florida Department of Environmental Protection (FDEP), development of a Plan of Study (POS), submittal of the draft and final POS to FDEP, watershed and waterbody modeling, and additional watershed or waterbody modeling, if needed post FDEP review, WQBEL report, FDEP Permit application, and USACE Permit package.

PAYMENT TERMS:

Original Contract Price	\$	498,831.92
Net Change by previously authorized Change Orders	\$	0.00
Contract Price prior to this Change Order	\$	498,831.92
Contract Price is hereby increased in the amount of	\$	399,661.57
Revised Contract Price including this Change Order is now	\$	898,493.49

SCHEDULE:

The Contract Time is hereby extended, as provided below:

Original NTP: 12/03/24 + 547 consecutive calendar days = 06/03/26 + 608 consecutive calendar days (CO #01) = 02/01/28 Final Completion (revised).

Acceptance of this Change Order shall constitute a modification to Master Contract No: 24-PSA-JON-20464 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the Changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Consultant.

Jones, Edmunds & Associates, Inc.

Representative

Signature: _____

Printed Name

& Title: _____

Date: _____

St. Johns County, FL

Representative

Signature: _____

Printed Name Leigh A. Daniels, CPPB

& Title: Purchasing Manager

Date: _____

All terms and conditions of the above-referenced Master Contract dated December 3, 2024, remain in full force and effect. All invoices must reference Change Order #01. By approving this change order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this change order until funds are available in the appropriate line item.

December 30, 2024

Samuel Schllesinger, PE
Utilities Engineer
St. Johns County Utility Department
1205 State Road 16
St. Augustine, Florida 32084

RE: North Beach Water Treatment Plan Water Quality Based Effluent Limitation Support Proposal
Jones Edmunds Opportunity No.: 95242-274-24

Dear Mr. Schllesinger:

St. Johns County is embarking on a critical initiative to enhance water quality management through implementing a Water Quality Based Effluent Limitation (WQBEL) Level II analysis for the North Beach Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP). This project is undertaken in compliance with Chapter 62-650 of the Florida Administrative Code (FAC) and reflects the County's commitment to environmental stewardship and sustainable water resource management.

The focus of this analysis is assessing the potential environmental impacts and permitting a North Beach Reverse Osmosis (RO) discharge and a wet weather discharge from the WWTP into the Guana-Tolomato River via a single outfall. By aligning with the numeric nutrient criteria (NNC) established by the Florida Department of Environmental Protection (FDEP), the project aims to ensure that discharges are managed effectively to protect water quality and aquatic ecosystems.

The proposed analysis will not only address current regulatory requirements but also incorporate adaptability for future permit renewals and potential expansions of the facility. The County's proactive approach is designed to foster ongoing compliance and promote the resilience of water quality standards as environmental conditions and regulations evolve.

To achieve these objectives, Jones Edmunds presents the following Scope of Services to assist the County with this important project. This Scope includes detailed evaluations of existing water quality data and assessments of potential impacts from the RO and wet weather discharge and develops a scientifically sound Plan of Study (POS) that will guide the necessary sampling, modeling, and analysis.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT, COORDINATION, AND KICK-OFF MEETING

TASK 1.1 PROJECT MANAGEMENT AND COORDINATION

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the County's goals and provide critical success factors, a project schedule, project budgets, a communication plan, accounting/invoicing procedures, and a project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project tasks and subconsultants in conformance with the PMP to the extent possible throughout the course of the project. In addition, Jones Edmunds will lead monthly meetings with the County Project Manager to provide project status updates.

TASK 1.2 PROJECT KICK-OFF MEETING

Jones Edmunds will coordinate and conduct a project kick-off meeting with County staff and key stakeholders. The subtasks to be completed include the following:

- Agenda Preparation: Develop a detailed agenda that includes:
 - Project overview and objectives.
 - Discussion of stakeholder roles and responsibilities.
 - Overview of the WQBEL analysis process and timeline.
 - Identification of available data sources and additional data needs.
 - Regulatory staff contacts, requirements, and coordination strategies.
 - Stakeholder Identification: Invite key stakeholders.
- Conduct the Meeting.

Deliverables: Draft and final agenda and meeting minutes in pdf format.

TASK 2 SITE VISIT AND DATA COMPILATION

The Jones Edmunds Team will conduct a site visit to the North Beach WTP and WWTP and intercoastal area where the discharge force main pipe will be located. We will prepare a checklist for the site visit to ensure all relevant aspects are assessed including:

- Current discharge locations.
- Channel dimensions and characteristics.
- Stream and bank vegetation for Manning's roughness coefficient estimation.
- Presence or absence of habitat for aquatic life.
- Potential locations for future monitoring efforts.

During the site visit, we will evaluate the North Beach WTP and WWTP and proposed discharge locations and meet with County staff to gain insights on operational practices and historical challenges. We will also perform a wetland jurisdictional delineation of the

shoreline that will need to be surveyed by the County and incorporated into future design drawings.

The Jones Edmunds Team will complete the following data compilation tasks:

- Compile Existing Data: Discuss available historical flow and water-quality data from:
 - St. Johns County Utilities Department (SJCUD).
 - US Geological Survey (USGS).
 - St. Johns River Water Management District (SJRWMD).
 - FDEP and any relevant local studies.
- Determine Additional Data Needs:
 - Identify any gaps in existing data that may need to be filled to support the WQBEL analysis.
 - Discuss potential sources for acquiring this additional data, including field sampling and monitoring.

Deliverables:

- Brief Technical Memorandum in pdf format summarizing observations, findings, and recommendations.
- Wetland delineation map in pdf format for County surveyor.
- Combined relational database containing rainfall, water quality data, and flow data for surface waters, point sources, and treatment plants.

TASK 3 – DATA EVALUATION, IMPAIRMENT REVIEW, AND FDEP MEETING

The Jones Edmunds Team will compile and review available historical data to characterize the current flow and water-quality conditions. We propose that the resulting Plan of Study (POS) is a holistic approach that will review and analyze conditions in the Guana-Tolomato River. Specific tasks that will be completed include the following:

- Acquire and review historical flow and water-quality data for the current permitted WTP discharge and WWTP wet weather discharge data. Tidal effects, including water velocity and flushing/dilution capacity, will be included. Tasks to be completed include the following:
 - Compile existing publicly available water quality, hydrologic, and meteorologic data for project area.
 - Evaluate existing water quality conditions against FDEP's NNC to identify any impairments.
 - Evaluate and analyze the collected data to characterize current flow and water quality conditions, focusing on key parameters such as:
 - Nutrient concentrations (e.g., nitrogen, phosphorus).
 - Physical parameters (e.g., temperature, dissolved oxygen [DO]).
 - Biological indicators (e.g., chlorophyll *a* levels).

- Identify trends over time and seasonal variations that may affect the overall water quality.
- Review FDEP reports and other reports to identify any documented impairments within the Guana-Tolomato River, specifically regarding compliance with NNC.
- Assess the existing water quality data from the WTP and the RO system to determine if they meet state standards.
- Analyze existing modeling data from the Players Club WQBEL and State Road (SR) 207 WQBEL to understand past assessments and their implications for the current project.

After these tasks have been completed, the Jones Edmunds Team will coordinate and schedule a videoconference meeting with FDEP staff to present the project and discuss assumptions and preliminary components of the POS that will be developed in Task 3.

Deliverables:

1. Technical Memorandum in pdf format summarizing data evaluated and impairment review results.
2. FDEP agenda and meeting notes in pdf format.

TASK 4 – DRAFT POS DEVELOPMENT

The Jones Edmunds Team will develop a draft POS that will support the WTP discharge and WWTP wet weather discharge into the Guana-Tolomato River for submittal to FDEP for their review. The following outlines the required POS Elements:

1. Background
 - Review current permitted conditions and receiving water quality, identify requirements for satisfying the WQBEL requirements, establish accepted methods of data collection and analysis, and satisfy quality control/quality assurance requirements for the WQBEL Level II.
2. Description of Receiving Waters
 - Summarize relevant hydrologic, water quality, and biological characteristics of the Guana-Tolomato River.
3. Regulatory Review
 - Evaluate whether the Guana-Tolomato River complies with State water-quality standards and determine if a variance or other relief provision from FDEP rules could be expected.
4. Modeling Approach
 - Define the steps to be taken to develop the WQBEL model including:
 - Model Selection.
 - Model Domain and Period.
 - Data Needs.

- Calibration.
- WTP and WWTP Discharge Scenarios.
- Anticipated Model Results and Use of Model Results.

5. Proposed Sampling Strategy for WQBEL Model Development

- Present the proposed water-quality sampling plan that will accomplish the following:
 - Identify water-quality sampling sites including the WTP and WWTP.
 - Define the temporal frequency of the water-quality sample collection.
 - Identify water-quality sampling and laboratory analyses that the County will conduct including the following water-quality parameters:

In Situ	Laboratory
Flow	Carbonaceous Biochemical Oxygen Demand (CBOD)
Water Temperature	Total Kjeldahl Nitrogen (TKN)
Specific Conductance	Ammonium (NH ₄ -N)
Dissolved Oxygen	Nitrate + Nitrite (NO _x -N)
pH	Total Nitrogen (TN)
Total Depth	Total Phosphorus (TP)
Sample Depth	Orthophosphate (Ortho-P)
	Corrected Chlorophyll <i>a</i>
	Total Suspended Solids (TSS)
	Volatile Suspended Solids (VSS)
	Color

6. Summarize Other Data for Model Development and Calibration

- Summarize and describe other data to be used for model development and calibration. Data will include but may not be limited to the following:
 - Loadings from the WTP, WWTP, and other pollutant sources including nonpoint sources.
 - Meteorological data including air temperature, wind speed and direction, solar radiation, cloud cover, relative humidity, precipitation, and evapotranspiration (if the model will be applied in continuous simulation).
 - Hydrologic and hydraulic data including bathymetry, flows (measured and estimated ungauged), and water-surface elevations at defined locations.

7. Biological Sampling and Analysis

We will review biological data and develop a biological sampling plan if deemed appropriate and necessary based on the characteristics of the proposed discharge and existing water quality conditions in the Tolomato River estuary. We will review existing data and the field conditions observed in Task 1 to develop a biological assessment monitoring procedure to assess the health of the receiving water body with respect to potential effects from constituents associated with the proposed WTP RO and WWTP wet weather discharge.

8. Draft POS Report Compilation

Using the results from POS Sub-Tasks 1 through 7, we will prepare a draft POS Report that will consist of the following elements:

- Analysis of biological, physical, and water-quality data, including conclusions concerning the current status of the receiving water and recent trends.
- A proposed modeling framework for assessing various discharge scenarios and associated effects on the receiving waters.
- Reasonable assurance that the permitted discharge capacity will allow attainment of the NNC in the receiving waters through the Level II WQBEL.
- Appropriate and protective permit limits for flow, TN, and TP, including reasonable assurance that NNC in near-field and downstream waters will be achieved by the Level II WQBEL.

Deliverables: Draft POS Report in pdf format.

TASK 5 POS SUBMITTAL TO FDEP

Jones Edmunds will submit the draft POS Report to FDEP for their review. We will coordinate and lead a meeting with FDEP to review the draft POS. This task will include up to three responses to FDEP comments.

Deliverables:

1. Up to three Draft POS Report submittals in pdf format.
2. First Draft Review Meeting agenda and minutes in pdf format.
3. Brief meeting minutes via email from coordination meetings with FDEP in pdf format.

TASK 6 – FINAL POS

The Jones Edmunds Team will submit the detailed Final POS Report for the WQBEL Level II analysis. This task will also include preparing a public notice outlining the purpose of the POS, key findings, and significance of the project to the community. The County will be responsible for publication of the public notice.

Deliverables:

- Final POS Report in pdf format.
- Draft public notice in MS Word format.

TASK 7 – MODELING

This task includes the development and use of the watershed and the water body models (hydrodynamic and water quality) to be used to evaluate current conditions and proposed facility discharge scenarios, along with the modeling deliverables. The Jones Edmunds Team proposes to use the models developed by CDM Smith in the Players Club WQBEL as the basis for this project.

The objective of the waterbody modeling effort is to develop hydrodynamic and water quality models to simulate the impacts of loadings from the WTP and WWTP on the Guana-Tolomato River system. The models will serve as a tool by which the responses to the proposed increases in discharges from the facilities can be predicted. The following describes the approach to provide and apply the predictive tool. This includes identifying the combined hydrodynamic and water quality model and describing the model domain spatial extent and temporal resolution, model inputs, model calibration process including the calibration data and the statistical measures of goodness-of-fit to be used, model scenarios to be evaluated, and proposed model output presentation.

TASK 7.1 HYDRODYNAMIC AND WATER QUALITY MODEL DEVELOPMENT

The Jones Edmunds Team proposes to use SWMM and WASP models to simulate the Guana-Tolomato River system. This modeling methodology was approved by FDEP for the Players Club WQBEL and thus should be approved for this project.

The Players Club WQBEL model for flow and hydrodynamics extended from the Intracoastal Waterway (ICWW) at the St. Johns River to the Tolomato River at Vilano Inlet. Consequently, the SWMM includes the area that may be affected by the proposed discharge. SWMM was used to establish a net advective flow in the Tolomato River/ICWW system, based on tidal conditions at either end of the modeled system and watershed inflows to the system (which were based on an average freshwater inflow associated with the watershed tributary area). Refinement to the bathymetry used in the model and model segmentation, particularly in the area of the proposed discharge, may be considered if more recent bathymetric data are available or collected as part of the study. As in the Players Club analysis, tidal mixing will be addressed in WASP by calibrating dispersion coefficients between WASP model segments so that modeled salinity is consistent with observed salinity in the receiving water.

The Players Club WQBEL model for water quality extended from the ICWW at St. Johns River to the Tolomato River at the confluence with Guana River. The WASP model would need to be extended to the south to include the Tolomato River between the confluence with Guana River and the Vilano Inlet. In addition, the WASP segmentation may not extend all the way to the St. Johns River, but instead may be limited to reflect only the length of river that may reasonably be expected to experience some effect due to the proposed discharge.

TASK 7.2 MODEL PERIOD

Consistent with the Players Club WQBEL, the models will be run initially based on long-term average values for receiving water inflows, water temperature, solar radiation, and other inputs to characterize current conditions. If FDEP requires some continuous simulation modeling as part of the analysis, the model will include timeseries of inflows and meteorological inputs such as air/water temperature and solar radiation to evaluate seasonal changes in receiving water concentrations.

TASK 7.3 MODEL CALIBRATION FOR CURRENT CONDITIONS

The Jones Edmunds Team will calibrate the hydrodynamic and water quality models following the methodology used in the Players Club WQBEL modeling. The initial model setup will include hydraulic and water quality simulation in the Tolomato River based on long-term average modeled flow in the river (based on historical tidal data and gaged watershed inflows) and long-term average observed water quality. Tidal mixing will be addressed by use of dispersion coefficients in WASP, which will be calibrated to reflect the observed salinity concentrations in the river. Water quality inputs (e.g., kinetic rates) will be calibrated so that the modeled river concentrations are consistent with the long-term average observed water quality concentrations. Modeled concentrations along the river will be plotted against the observed data (average concentration and 90% confidence interval of the average concentration) to demonstrate that the modeled concentrations fall within the 90% confidence interval of the observed water quality concentrations.

TASK 7.4 VERIFICATION

Once the model is calibrated to long-term average conditions, the Jones Edmunds Team will complete the verification process by applying the calibrated model to several individual years, to assess whether the model can produce acceptable results under different conditions (e.g., a dry year and a wet year based on historical rainfall data). If deemed necessary by FDEP, these annual simulations may be run as continuous simulations to review seasonal changes in river water quality concentrations. Similar evaluation of the comparisons between simulated and observed data will be completed and reported as for the calibration effort. The calibration and verification effort is designed to demonstrate that the modeling tools are appropriate in characterizing current conditions and evaluating effects of the proposed discharge scenarios.

TASK 7.5 MODEL SCENARIOS

In consultation with FDEP and County staff, the Jones Edmunds Team will define and simulate a series of up to three model scenarios, including defining an appropriate baseline period for the evaluation. The baseline period will be selected based on consideration of the most appropriate conditions for evaluating potential effects of changes in WTP and WWTP discharge. The scenario modeling will assess the responses in water quality to selected changes in plant discharge volumes and effluent water quality.

Deliverables:

- Model executable, input files, and output files for all scenarios completed in a file format defined by the County in consultation with FDEP staff. Results for this task will be incorporated into Task 7.

TASK 8 – OWNERS ALLOWANCE / ADDITIONAL WATERSHED OR WATERBODY MODELING

This task is an allowance that will be used only in the event that FDEP does not approve the proposed modeling methodology detailed in the POS and also previously approved for the

County's Players Club and SR 207 WQBEL's. If FDEP does not approve the proposed modeling methodology, we will review FDEP requirements and determine if the allowance is sufficient to complete the FDEP required modeling effort. If it is not, Jones Edmunds will prepare a scope of work and fee estimate to complete the modeling effort.

TASK 9 – WQBEL REPORT

The final WQBEL report will consist of the following elements:

- Project background and approved study plan summary
- Description of the modeling setup, calibration and validation, and application to alternative discharge scenarios
- Presentation of the modeled effects of various discharge scenarios on the receiving waters (e.g., profile plots and time series plots (if necessary) comparing water quality concentrations for the baseline (existing conditions) and scenario results).
- Identification and description of appropriate and protective permit limits for flow, TN, and TP, including reasonable assurance that NNC and other applicable water quality standards will be achieved by the Level II WQBEL.

Jones Edmunds will submit the WQBEL Report to FDEP under Task 8 as part of the permit modification process.

Deliverables:

- Up to two draft and one final WQBEL Report in pdf format.
- Final model input files and output files for all scenarios completed in a file format defined by the County in consultation with FDEP staff.

TASK 10 - WTP RO FDEP PERMIT APPLICATION

Jones Edmunds will prepare a draft and final WTP permit package and submit it to FDEP. This permit package will include Form 1, Form 2A, and supporting information such as the WQBEL Report, design drawing set provided by the County, and a cover letter outlining compliance with NNC and Florida's antidegradation policy.

Deliverable:

- Draft and Final FDEP Permit Application Package.

TASK 11 – WTP RO FDEP PERMIT REQUEST FOR ADDITIONAL INFORMATION (RAI)

Jones Edmunds will prepare and submit up to two draft and final RAI response letters to FDEP.

Deliverable:

- Up to two Draft and Final RAI response letters and supporting information.

TASK 12 – USACE PERMIT PACKAGE

Jones Edmunds will prepare a draft and final permit package and submit it to the US Army Corps of Engineers (USACE). This permit package will include Form 4345 and supporting information such as the WQBEL Report, environmental report, pipeline drawing set provided by the County, and a cover letter.

Deliverables:

- Draft and Final USACE Permit Application Package in pdf format.

TASK 13 – USACE PERMIT RAI

Jones Edmunds will prepare and submit up to two RAIs response letters to USACE.

Deliverables:

- Draft and final response letters to up to two RAIs.

SCHEDULE

The project is expected to take 14 to 18 months to complete, starting within 10 days of receipt of a formal notice to proceed (NTP). Jones Edmunds will prepare an updated detailed schedule within the first 30 calendar days after NTP.

COMPENSATION

We will invoice services monthly on a lump-sum, percent-complete basis according to the terms of RFQ 1970 using the task breakdown in Table 1 and Attachment 1. Task 8 will be billed on a time and materials basis consistent with the rates approved for this contract (1970).

Table 1 Project Task and Fee Summary Table

Task	Fee
Task 1 – Project Management, Coordination, and Kick-Off Meeting	\$51,702.06
Task 2 – Site Visit and Data Compilation	\$22,055.38
Task 3 – Data Evaluation, Impairment Review, and FDEP Meeting	\$20,494.20
Task 4 – Draft POS Development	\$36,666.92
Task 5 – POS Submittal to FDEP	\$39,176.99
Task 6 – Final POS	\$13,433.46
Task 7 – Modeling	\$101,211.14
Task 8 – Owners Allowance/Additional Watershed or Waterbody Modeling	\$46,835.04
Task 9 – WQBEL Report	\$43,871.88
Task 10 – WTP RO FDEP Permit Application	\$6,969.06
Task 11 – WTP RO FDEP Permit RAI	\$4,603.93
Task 12 – USACE Permit Package	\$9,206.82
Task 13 – USACE Permit RAI	\$3,434.69
TOTAL FEE= \$399,661.57	

PROPOSAL CLARIFICATIONS

The following clarifications govern this Scope of Services. We can provide excluded items as Additional Services upon prior written agreement.

- Services that are not specifically listed in this Scope of Services are excluded.
- The County will use their boat to assess the pipeline route in Guana-Tolomato River to confirm no submerged aquatic vegetation or other aquatic resources are present where pipe will be installed.
- The County will also survey the wetland delineation flags set by Jones Edmunds and provide flag locations in electronic format in State Plane East feet.
- The County will provide a boat for sampling and reconnaissance if required.
- The County will provide Jones Edmunds with a design drawing set for the pipeline to be included with permit application submittals to FDEP and USACE.
- The County will provide points of contact for private landowners and coordinate access approvals with the landowners.
- Sampling performed by the County will comply with DEP-SOP-001/01 with laboratory analysis completed by a National Environmental Laboratory Accreditation Program (NELAP)-certified laboratory certified for those parameters analyzed.

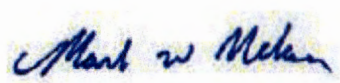
- It is assumed that the portion of the discharge pipe in the Guana-Tolomato River will be exempt under Rule 18-21.00591)(a)[1] and Section 253.77 of the Florida Statutes and thus not require a sovereign and submerged lands lease from the State of Florida.

We look forward to working with you on this project. If you have any questions or need any additional information, please contact me at (352) 377-5821, extension 1390, or bbukata@jonesedmunds.com.

Sincerely,



B.J. Bukata, MS, PWS, AA
Senior Scientist/Vice President
13545 Progress Boulevard, Suite 100
Alachua, Florida 32615



Mark W. Nelson, PE
Senior Consultant

xc: Russ Frydenborg, Frydenborg Ecologic, LLC
Jim Overton, CDM
Rich Wagner, CDM
Leslie Samel, CDM

ATTACHMENT 1

TASK	Project Officer - QC	Sr. Prj Manager	Sr. Engineer	Project Scientist	Project Engineer	Engineer Intern	Env Data Analyst	GIS Analyst	Admin Asst	TOTALS					
	RFQ 1970 Rates	\$283.45	\$234.48	\$233.98	\$121.78	\$166.24	\$114.16	\$99.33	\$100.16	\$88.28	Labor Hours	Labor Cost	Frydenborg	CDM	Total Cost
Task 1 Project Mgmt, Coordination, and Kick-Off Meeting															
1.1 Project Mgmt and Coordination	8	60									68	\$ 18,336.40		\$ 17,532.00	\$ 33,868.40
1.2 Project Kick-Off Meeting	4	8									10	\$ 2,540.88	\$ 400.98	\$ 14,892.00	\$ 17,833.66
Subtotal=	12	66	0	0	0	0	0	0	0	0	78	\$ 18,877.06	\$ 400.98	\$ 32,424.00	\$ 51,702.06
Task 2 Site Visit and Data Compilation															
Task 2.1 Site Visit		10									10	\$ 2,344.80	\$ 1,603.92	\$ 2,340	\$ 6,288.72
Task 2.2 Data Compilation and Tech Memo	2	8									10	\$ 2,442.74	\$ 1,603.92	\$ 11,720	\$ 15,766.68
Subtotal=	2	18	0	0	0	0	0	0	0	0	20	\$ 4,787.54	\$ 3,207.84	\$ 14,060.00	\$ 22,055.38
Task 3 Data Evaluation, Impairment Review, and FDEP Meeting															
Task 3 Data Evaluation, Impairment Review, and FDEP Meeting	2	6	4				8				22	\$ 4,173.30	\$ 2,004.90	\$ 14,316	\$ 20,494.20
Task 4 Draft POS Development															
Task 4 Draft POS Development	4	18						8	12		42	\$ 7,215.08	\$ 3,207.84	\$ 26,244	\$ 36,666.92
Task 5 POS Submittal to FDEP															
Task 5 POS Submittal to FDEP	4	12						2	8		26	\$ 4,854.12	\$ 10,668.87	\$ 23,654	\$ 39,176.99
Task 6 Final POS															
Task 6 Final POS	2	6							6		14	\$ 2,503.46		\$ 10,930	\$ 13,433.46
Task 7 Modelling															
7.1 Hydrodynamic and Water Quality Model Development	2	4									6	\$ 1,504.82		\$ 36,504.00	\$ 38,006.82
7.2 Model Period	2	4									6	\$ 1,504.82		\$ 6,552.00	\$ 8,056.82
7.3 Calibration	1	2									3	\$ 752.41		\$ 17,398.00	\$ 18,150.41
7.4 Verification	1	2									3	\$ 752.41		\$ 13,576.00	\$ 14,328.41
7.5 Model Scenarios	4	6									10	\$ 2,540.68		\$ 20,126.00	\$ 22,666.68
Subtotal=	10	18	0	0	0	0	0	0	0	0	28	\$ 7,055.14	\$ -	\$ 94,156.00	\$ 101,211.14
Task 8 Owners Allowance/Additional Modeling															
Task 8 Owners Allowance/Additional Modeling	16	24	80		108							\$ 46,835.04			\$ 46,835.04
Task 9 WQBEL Report and Agency Coordination															
Task 9 WQBEL Report and Agency Coordination	4	12							16		32	\$ 5,360.04	\$ 3,207.84	\$ 35,304.00	\$ 43,871.88
Task 10 WTP RO FDEP Permit Application															
Task 10 WTP RO FDEP Permit Application	2	16	4				8	8			38	\$ 6,969.06			\$ 6,969.06
Task 11 WTP RO FDEP Permit RAI															
Task 11 WTP RO FDEP Permit RAI	1	12	4				5				22	\$ 4,603.93			\$ 4,603.93
Task 12 USACE Permit Package															
Task 12 USACE Permit Package	2	16	4	24			2	8			56	\$ 9,206.82			\$ 9,206.82
Task 13 USACE RAI															
Task 13 USACE RAI	1	4	2	8			5	2			22	\$ 3,434.69			\$ 3,434.69
TOTAL=	46	206	18	32	0	20	8	28	42	400	\$ 125,875.30	\$ 22,698.27	\$ 251,088.00	\$ 399,661.57	

12.26.2024

St. Johns County North Beach Biology Support

Project Name
St. Johns County North
Beach Biology Support

Components of Project

Client Name
B. J. Bukata

Project Manager
Russ Frydenborg

Prepared By
Russ Frydenborg

Activity	Cost
Task 1.2 Kickoff Meeting. Prepare for and participate in kickoff meeting remotely	\$400.98
Task 2 Site Visit and Data Compilation. Visit proposed discharge area and conduct visual assessment of biological habitats of concern, including oyster reefs and salt marsh. Review existing biological data for the vicinity of concern	\$3,207.84
Task 3 Data Evaluation, Impairment Review and FDEP meeting. Evaluate biological data and provide input regarding biological information (e.g., toxicity tests, fish and invertebrate communities) as endpoints of importance for modelling efforts. Participate in FDEP meeting remotely	\$2,004.90
Task 4 Plan of Study Development. Provide written input on relevant WBQEL requirements for this specific project, summarize biological characteristics of the Guana-Tolomato River, assist with regulatory review, and develop a biological sampling plan if deemed appropriate and necessary based on the characteristics of the proposed discharge and existing water quality conditions in the Tolomato River estuary	\$3,207.84
Task 5 POS Submittal to FDEP. Respond to up to three rounds of FDEP comments	\$1,002.45
Task 5.1. Query WIN, IWR database, and get original data for NNC development. Screen data for inclusion according to EPA specifications for estuarine floral and faunal health. Conduct statistical evaluation to recalculate the Tolomato NNC for TN, TP, and chlorophyll.	\$9,666.42
Task 8 WQBEL Report Provide analysis of biological and nutrient data, including conclusions concerning current status and recent trends	\$3,207.84
Total	\$22,698.27

Frydenborg EcoLogic, L.L.C

Tel 850 228-4658

5016 Crestwood Ct.
Tallahassee, FL 32311

www.frecologic.com
russ@frecologic.com



Stipulations

St. Johns County will provide boat ride and field assistance as part of Task 2 site visit.

Table 1: Rate Detail

Task	Beck Hours	Beck Rate	Beck Total	Russ Hours	Russ Rate	Russ Total	Total
1.2		161.25	\$0.00	2	\$200.49	\$400.98	\$400.98
2			\$0.00	16		\$3,207.84	\$3,207.84
3			\$0.00	10		\$2,004.90	\$2,004.90
4			\$0.00	16		\$3,207.84	\$3,207.84
5			\$0.00	5		\$1,002.45	\$1,002.45
5.1	50		\$8,062.50	8		\$1,603.92	\$9,666.42
8			\$0.00	16		\$3,207.84	\$3,207.84
TOTAL=			\$8,062.50				\$14,635.77



December 27, 2024

BJ Bukata, MS, PWS
Jones Edmunds & Associates
13545 Progress Blvd., Suite 100
Alachua, FL 32615

Subject: Proposal for North Beach WTP and WWTP WQBEL Support

Dear Mr. Bukata:

CDM Smith (SUBCONSULTANT) is pleased to submit this proposal to assist with Tasks 2 through 8 as outlined in the scope of work provided by Jones Edmunds (ENGINEER) for the North Beach Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) Water Quality Based Effluent Limitation (WQBEL) project (Project) for the St. Johns County Utility Department (SJCUD). The detailed breakdown of responsibilities for each task is as follows:

SCOPE OF WORK

Task 1: Project and Quality Management

SUBCONSULTANT will perform activities involved with the planning and subsequent monitoring and control of the Project. SUBCONSULTANT will undertake quality control activities in accordance with the SUBCONSULTANT's Quality Management System (QMS) that includes monthly project status reporting, communication plans, and independent specialist reviews. SUBCONSULTANT will provide monthly invoices with progress reports.

SUBCONSULTANT will attend monthly coordination meetings led by the ENGINEER. SUBCONSULTANT will maintain regular contact with the ENGINEER's project manager throughout the Project via emails and phone calls.

Task 2: Site Visit and Data Compilation

SUBCONSULTANT will perform the following for the ENGINEER:

- Conduct a site visit to the North Beach WTP and WWTP, as well as the intercoastal area where the discharge force main pipe will be located.
- Prepare a checklist to confirm all aspects are assessed, including discharge locations, channel dimensions, and vegetation for Manning's roughness coefficient estimation.
- Compile historical data from relevant sources such as SJCUD, United States Geological Survey (USGS), St. Johns River Water Management District (SJRWMD), and Florida Department of Environmental Protection (FDEP).
- Identify additional data needs and recommend sampling strategies.



Deliverables:

- Brief technical memorandum summarizing observations, findings, and recommendations. (prepared by ENGINEER).
- Wetland delineation map for use by surveyors (prepared by ENGINEER).
- Relational database containing meteorological data (e.g., rainfall, evapotranspiration, etc.), along with flow and water quality data for surface waters, treatment plant discharges, and any other point sources.

Task 3: Data Evaluation, Impairment Review, and FDEP Meeting

SUBCONSULTANT will perform the following for the ENGINEER:

- Evaluate historical flow, if available, and water-quality data to characterize current conditions.
- Identify impairments in compliance with numeric nutrient criteria (NNC) and analyze trends over time.
- Coordinate with FDEP to present assumptions and preliminary Plan of Study (POS) components.

Deliverables:

- Technical memorandum summarizing data evaluation and impairment review.
- Agenda and meeting notes for FDEP discussions.

Task 4: Draft POS Development

SUBCONSULTANT will perform the following for the ENGINEER:

- Develop a draft Plan of Study (POS) addressing WTP and WWTP discharges, including:
 - Background and regulatory framework.
 - Description of receiving waters.
 - Proposed model selection, modeling approach, model domain and sampling strategies to support model development and application.

Deliverable:

- Draft POS document.

Task 5: POS Submittal to FDEP

SUBCONSULTANT will perform the following for the ENGINEER:

- Submit the draft POS to FDEP for review and coordinate up to three rounds of revisions based on feedback.

Deliverables:

- Up to three draft POS submissions.



- Meeting notes for the first draft POS review meeting with FDEP.
- Brief meeting minutes for any subsequent coordination meetings with FDEP.

Task 6: Final POS

SUBCONSULTANT will perform the following for the ENGINEER:

- Incorporate received feedback to prepare the final POS, including a public notice outlining the Project's significance.

Deliverables:

- Final POS document.
- Draft public notice.

Task 7: Modeling

This task includes the development and use of the watershed and water body models (hydrodynamic and water quality) to evaluate current conditions and proposed facility discharge scenarios. SUBCONSULTANT will leverage the existing Player's Club WQBEL model as the foundation for this project.

The objective of the waterbody modeling effort is to develop hydrodynamic and water quality models to simulate the impacts of loadings from the WTP and WWTP on the Guana-Tolomato River system. These models will predict responses to proposed increases in discharges and provide a predictive tool for decision-making. The scope includes:

Task 7.1 Hydrodynamic and Water Quality Model Development

- Utilize SWMM for hydrodynamic modeling and WASP for water quality modeling.
- Extend and refine the Player's Club model domain, incorporating recent bathymetric data if available, particularly in the proposed discharge area.
- Address tidal mixing by calibrating WASP dispersion coefficients to align modeled salinity with observed salinity in the receiving waters.

Task 7.2 Model Period

- Simulate baseline conditions using long-term average values for receiving water inflows, water temperature, solar radiation, and other inputs.
- If required by FDEP, incorporate continuous simulation modeling to capture seasonal changes and variability.

Task 7.3 Model Calibration for Current Conditions

- Calibrate the models based on historical tidal data, gaged watershed inflows, and long-term average water quality observations.



- Adjust hydrodynamic parameters (e.g., dispersion coefficients) and water quality kinetics to match observed data.
- Validate calibration by ensuring modeled concentrations fall within the 90% confidence interval of observed water quality.

Task 7.4 Verification

- Verify the calibrated models by applying them to distinct historical years representing varying hydrologic conditions (e.g., wet and dry years).
- Assess model performance through continuous simulations to evaluate seasonal trends, if necessary.
- Demonstrate model suitability for characterizing current conditions and evaluating discharge impacts.

Task 7.5 Model Scenarios

- Define and simulate up to four scenarios, including a baseline (current conditions) and three increased discharge scenarios.
- Assess water quality responses to variations in discharge volumes and effluent quality.

Deliverables:

- Model executables, input/output files, and scenario results.

Task 8: WQBEL Report

SUBCONSULTANT will perform the following for the ENGINEER:

- Prepare the final WQBEL report summarizing all findings, including:
 - Data analysis.
 - Model results.
 - Protective permit limits for compliance with NNC.

Deliverables:

- Draft and Final WQBEL reports.

Assumptions

- SJCUD will provide all requested data for the completion of Tasks 2 through 8 within two (2) weeks of request.
- SUBCONSULTANT assumes that all previously developed hydrodynamic and water quality modeling for the Player Club WRF will be accepted by FDEP, requiring no significant deviation from previous work complete. Additional time and/or compensation may be required if FDEP requires a different modelling approach.



- Regulatory meetings with ENGINEER, SJCUD and FDEP will be conducted virtually unless specified otherwise in the scope of work.
- SJCUD will pay all costs associated with permitting fees or sampling logistics.
- Public notices for the POS and WQBEL Report will be developed by SUBCONSULTANT but published by SJCUD.
- The ENGINEER will maintain overall project coordination and QMS oversight as detailed in Task 1.

Time of Completion/Schedule

Tasks 1 through 8 will be completed within the project timeline of 10 months from start within two weeks after the receipt of the notice to proceed (NTP). Below is an estimated schedule by task:

Table 1 – Anticipated Schedule

Task Description	Duration from Start
Task 1 – Project and Quality Management	10 months
Task 2 – Site Visit and Data Compilation	1 month
Task 3 – Data Evaluation, Impairment Review, and FDEP Meeting	2 months
Task 4 – Draft POS Development	4 months
Task 5 – POS Submittal to FDEP	6 months
Task 6 – Final POS	7 months
Task 7 – Modeling	9 months
Task 8 – WQBEL Report	10 months

Compensation and Payment

Compensation for Tasks 1 through 8 will be on a lump sum basis. SUBCONSULTANT will invoice monthly based on the percentage of work completed during the invoice period.

The total lump sum amount for this proposal is **\$251,088** broken down as follows for invoice purposes only:

Table 2 – Budget

Task and Description	Task Value (\$)
Task 1 – Project and Quality Management	\$32,424
Task 2 – Site Visit and Data Compilation	\$14,060
Task 3 – Data Evaluation, Impairment Review, and FDEP Meeting	\$14,316
Task 4 – Draft POS Development	\$26,244
Task 5 – POS Submittal to FDEP	\$23,654
Task 6 – Final POS	\$10,930



North Beach WTP and WWTP WQBEL
December 27, 2024
Page 6

Task 7 – Modeling	\$94,156
Task 8 – WQBEL Report	\$35,304
Total Lump Sum Amount	\$251,088

We look forward to collaborating with Jones Edmunds and Associates on this critical project for SJCUD. Please do not hesitate to reach out for any clarifications or additional information.

Sincerely,

Leslie S. Samel

Leslie S. Samel, PE, DBIA
Client Service Leader
CDM Smith Inc.

FILE: PW

Enclosure

cc: Kevin Vann, PE, BCEE, PMP

Comprehensive Justification for Change Order to RFQ 1970: North Beach RO WQBEL Project

Background:

RFQ 1970 was originally structured to provide flexibility for the utility to address evolving project needs and operational priorities as they arose. Among the potential projects identified in RFQ 1970 was the North Beach Reverse Osmosis (RO) Water Quality-Based Effluent Limit (WQBEL) project. This project was flagged as a strategic initiative to address compliance with effluent quality standards, provide infrastructure flexibility, and support the long-term growth of the North Beach Utilities Corridor.

After internal evaluations, the utility has determined that advancing the North Beach RO WQBEL project is necessary to achieve regulatory compliance, protect the environment, and position the corridor for future service expansion. This change order ensures these goals are met under the framework of RFQ 1970, leveraging existing resources and expertise while adhering to fiscal responsibility.

Detailed Justification for Moving Forward with the Change Order:

1. Strategic Infrastructure Expansion

The North Beach RO WQBEL project is integral to the long-term operational strategy for the North Beach Utilities Corridor.

Future-Proofing Infrastructure:

The North Beach area is experiencing increased demand for utility services driven by residential, and commercial growth. This project provides the necessary support for current demands while ensuring capacity and flexibility for future expansion without the need for significant retrofitting. By initializing the RO WQBEL project now, the utility avoids costly and disruptive upgrades in the future, ensuring the corridor is well-positioned to accommodate growth over the coming years.

Operational Reliability:

The addition of a direct discharge pathway to the Intracoastal Waterway improves the resiliency and efficiency of the utility's water reclamation processes. This will reduce reliance on aging or undersized infrastructure, mitigating risks of system failures and unplanned outages.

Support for Utility Master Planning:

This project aligns with the utility's master plan, which prioritizes infrastructure upgrades that provide long-term value to ratepayers. It supports a phased approach to corridor development, ensuring that incremental investments build toward a cohesive and sustainable system.

2. Environmental Benefits and Compliance with Sustainability Goals

Proactive Environmental:

The project facilitates compliance with effluent quality standards, ensuring treated water discharged into the Intracoastal Waterway meets or exceeds Florida's stringent nutrient criteria.

3. Regulatory Compliance and Risk Mitigation

Meeting Legal Obligations:

The North Beach RO WQBEL project addresses specific requirements under the Water Quality-Based Limit (WQBEL) framework established by the Florida Department of Environmental Protection (FDEP). The utility is obligated to meet strict effluent discharge criteria, particularly regarding nutrient levels, to maintain its operational permits. Failure to comply with these standards could result in penalties, enforcement actions, or operational restrictions that could disrupt service to the community.

Avoiding Risks of Noncompliance:

Proceeding with the project under the change order minimizes risks associated with delayed implementation, including potential violations, fines, and costly emergency interventions. The project ensures compliance deadlines are met and strengthens the utility's ability to secure future permits and regulatory approvals.

Proactive Approach to Compliance:

Implementing the North Beach RO WQBEL project under this change order demonstrates the utility's proactive approach to addressing regulatory challenges, reducing long-term liabilities, and building resilience into its operations.

4. Efficiency and Continuity in Execution

Leveraging RFQ 1970 Framework:

RFQ 1970 was explicitly designed to provide flexibility for incorporating additional tasks as priorities evolved. This change order leverages the original intent of the RFQ, enabling the utility to address a high-priority project without the need for a new procurement process. Utilizing the existing RFQ framework ensures continuity with current project teams, contractors, and permitting strategies, reducing administrative and logistical challenges.

Streamlined Implementation:

By proceeding under the change order, the utility avoids delays associated with issuing and awarding a new RFQ, ensuring that the project remains on track to meet regulatory and operational deadlines. This approach maintains consistency in design, materials, and methodologies, allowing for seamless integration with existing infrastructure and ongoing projects.

Cost Effectiveness:

Delaying the project or initiating a new procurement process could result in increased costs due to inflation, or market volatility. The change order approach allows the utility to lock in current rates and utilize already-established contractor relationships, ensuring the project is delivered on time and within budget.

5. Stakeholder and Ratepayer Benefits

Community Impact:

The North Beach RO WQBEL project enhances the quality and reliability of utility services, directly benefiting residents, businesses, and other stakeholders in the North Beach area. Improved environmental outcomes and compliance with effluent standards demonstrate the utility's commitment to serving the community responsibly and sustainably.

Accountability and Transparency:

By submitting this detailed change order for approval, the utility ensures that stakeholders and ratepayers are informed about the project's purpose, benefits, and alignment with long-term goals. This approach reinforces public trust and demonstrates the utility's commitment to fiscal responsibility and environmental stewardship.

Conclusion

The North Beach RO WQBEL project is an essential investment in the utility's future, addressing immediate compliance needs while providing long-term environmental and operational benefits. Approving this change order under RFQ 1970 ensures that the project is executed efficiently, aligns with strategic objectives, and delivers value to stakeholders and the environment.



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 24-PSA-JON-20464

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CONSULTANT’S FINAL RELEASE AND WAIVER OF LIEN 21

This Professional Services Agreement (hereafter "Agreement") is made this 3rd day of December, 2024 (the "Effective Date") by and between ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and Jones, Edmunds & Associates, Inc. ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 13545 Progress Blvd., Gainesville, FL 32615, Phone: (352) 377-5821, and E-mail: mnelson@jonesedmunds.com, or sferreira@jonesedmunds.com, for RFQ 1970; Water Quality Study for Effluent-Based Limits: Guana River/Matanzas River (GTM) Estuary and Deep Creek Watershed, hereinafter referred to as the "Project".

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 consist of the following documents incorporated herein by reference:
- a) Fully Executed Change Orders and Amendments to this Agreement;
 - b) This fully executed Professional Services Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Scope of Services for Project One: Hastings WQBEL
 - ii. Exhibit B – Project One (Phase II) Technical Proposal and Fee Schedule
 - c) Request for Qualifications and all issued Addenda RFQ No. 1970
 - d) Insurance furnished by Consultant meeting the requirements of Article XII
- 1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

ARTICLE II AGREEMENT TERM

2.1 Term

This Agreement shall become effective upon the date of execution by all parties and shall be in effect for an initial contract term of eighteen (18) calendar months (Initial Term). Consultant shall perform the Services within the time periods specified in Exhibit B. Consultant's Services shall commence upon receipt of a written Notice to Proceed from the County. The County and the Consultant may only renew this Agreement in whole or in part upon written Amendment.

ARTICLE III DEFINITIONS

3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

- 3.1.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.
- 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 written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the County and issued after execution 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 written order to Consultant executed by the County, issued after execution of this Agreement, authorizing and directing a change in the scope of Services or an adjustment to the time or compensation for the

Services.

3.1.6 Compensation Method:

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

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

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

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

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

3.1.8 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.

3.1.9 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.

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

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

ARTICLE IV SERVICES

4.1 Scope of Services

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

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

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

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

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

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 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.

ARTICLE V SCHEDULE

5.1 Schedule

5.1 Consultant shall perform the Services within the time periods specified in Exhibit B. Consultant's Services for each Project, or portion thereof, shall commence upon receipt of a written Notice to Proceed from the County.

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

ARTICLE VI COMPENSATION

6.1 General

The County agrees to pay and Consultant agrees to accept 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 shall be based on the method of compensation as stated in in Exhibit B or as otherwise set forth in a mutually agreed Change Order or Amendment.

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

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily

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

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

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

6.3 Withheld Payment

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

6.4 Final Payment

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

6.5 Availability of Funds

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

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party

pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.2 Confidentiality

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

ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 Authorized Representative

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

8.2 Personnel

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

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

ARTICLE IX SUBCONSULTANTS

9.1 Subconsultants

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

9.1.2 The County reserves the right to disqualify any Subconsultant based upon unsatisfactory performance. If a Subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subconsultant 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 Subconsultant shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

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

Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

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

ARTICLE XI TERMINATION

11.1 TERMINATION

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

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

11.1.3 The County may terminate this Agreement, in whole or in part, for cause. In the event of a termination by the County for cause, Consultant shall have fourteen (14) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Consultant fails to remedy such deficiencies to the satisfaction of the County within the stated time period, the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

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

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

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

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

ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

12.1 Warranty of Performance

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

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

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

12.2 Indemnity

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

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

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

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

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

12.3 Infringement

Consultant shall not infringe upon any patents, trademarks or copyrights ("Intellectual Property") in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant's obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant's sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

ARTICLE XIII INSURANCE

13.1 Consultant's Insurance Requirements

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

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

thirty (30) days of expiration of the current policy.

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

13.2 Additional Insured Endorsements and Certificate Holder

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

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

13.3 Workers Compensation

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

13.4 Commercial General Liability

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

13.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Professional Liability

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

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

13.7 Other Requirements

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

of lower-tier subconsultant certificates of insurance.

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

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

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Contractor

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

14.2 Taxes

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

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

14.3 Publicity and Advertising

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

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

14.4 Examination of Consultant's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this

Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.5 Governing Law & Venue

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

14.6 Arbitration

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

14.7 Disputes

If any dispute between the County and Consultant under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Director of Purchasing for resolution. The County's Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

14.8 Assignment and Arrears

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

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

14.9 Severability

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

14.10 Section Headings

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

14.11 Disclaimer of Third-Party Beneficiaries

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

14.12 No Waiver; Course of Dealing

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

14.13 No Waiver of Sovereign Immunity

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

14.14 Conflict of Interest

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

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

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

14.15 Execution in Counterparts

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

14.16 Entire Agreement

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

14.17 Modifications, Amendments, Waivers and Extensions

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

14.18 Survival

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

14.19 Convicted and Discriminatory Vendor Lists

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

14.20 Scrutinized Companies Lists

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

14.21 Scrutinized Companies Lists

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

14.22 Anti-Bribery

Consultant and its Subconsultants shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. Consultant represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Consultant shall immediately notify the County of any violation (or alleged violation) of this provision.

14.23 Compliance with Florida Statute 287.138

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 Consultant 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.

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.

14.24 Equal Employment Opportunity

During the performance of this Agreement, Consultant agrees as follows:

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Consultant will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion

or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Consultant will, in all solicitations or advertisements for employees placed for, by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

Consultant will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Consultant's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

Consultant will include the provisions of paragraphs 13.32.1 through 13.32.2 in every subconsultant 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 subconsultant or vendor. Consultant will take such action with respect to any subconsultant or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

14.25 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.

14.26 Nondiscrimination

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

14.27 Drug Free Workplace

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

14.28 Public Records

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

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

14.28.2 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.

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

14.29 Enforcement Costs

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

14.30 Contingency Fee

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

14.31 Written Notice

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

- i. Hand delivered to Consultant's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail 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: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Jones Edmunds & Associates, Inc
13545 Progress Blvd.
Gainesville, FL 32641
Attn: Mark Nelson, PE
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

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.

14.32 Non-Exclusive Right

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

14.33 Truth-In-Negotiation Representation

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

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

County

St. Johns County (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Jaime Hochstetler
(Printed Name)

Purchasing Director
(Title)

12/3/2024
(Date of Execution)

Consultant

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

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Oct 31, 2024 16:09 EDT)
(Signature of Authorized Representative)

Stanley F. Ferreira, Jr., PE
(Printed Name)

President & CEO
(Title)

Oct 31, 2024
(Date of Execution)

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

By: [Signature]
(Deputy Clerk)

12/3/2024
(Date of Execution)

BAC
BAC



Legally Sufficient:

[Signature]
(Office of County Attorney)

12/4/24
(Date of Execution)



CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Agreement No.:	Consultant Name:
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.

Exhibit A – Scope of Services

RFQ 1970; Water Quality Study for Effluent-Based Limits: Guana River/Matanzas River (GTM) Estuary and Deep Creek Watershed

Project One: Conduct a comprehensive water quality study to establish Level II Water Quality Effluent-Based Limits (WQBEL) Hierarchy One Numeric Nutrient Criteria effluent-based limits for one expanded effluent outfall located in the Deep Creek Watershed area with associated mixing zone study and identified below as **Project One**.

The County intends to evaluate the need to expand the Scope of Service to include the potential projects identified below as Potential Project Two, Potential Project Three, and Potential Project Four. Any decision to include one or more potential project into the Scope of Services will be done so by a Change Order to the Agreement, after the Change Order has been approved by the St. Johns County Board of County Commissioners. The potential projects are located in the Guana River/Matanzas River (GTM) Estuary.

The studies aim to assess any impacts of effluent discharge on water quality/watershed health and establish scientifically supported effluent limitations necessary to continue to protect aquatic ecosystems and public health.

Projects:

- **Project One** - Hastings WQBEL – Project will require Scope of Services sections 4-7, and 9-11 as identified below and as required by the approved Plan of Study for the WQBEL and Mixing Zone Study.
- **Potential Project Two** - North Beach RO WQBEL - Project will require Scope of Services sections 1-11 as identified below.
- **Potential Project Three** – AI Water Treatment Plant RO WQBEL - Project will require Scope of Services 1-11 as identified below.
- **Potential Project Four** - CR214 Water Treatment Plant RO WQBEL - Project will require Scope of Services 1-11 as identified below.

The County prefers that Respondents possess the following certifications/qualifications:

- Professional Wetland Scientist Certification
- Water Model-Specific Training/Certifications
- Prove passing proficiency of FDEP Rapid Periphyton Survey via FDEP online testing (FDEP Bioassessment Method Proficiency Registry Search Printout is sufficient (status can be current or past due)
- Prove passing proficiency of FDEP Linear Vegetation Survey via FDEP online testing (FDEP Bioassessment Method Proficiency Registry Search Printout is sufficient - status can be current or past due)

A. SCOPE OF SERVICES

Services include the following tasks:

1. Objective Definition

- Evaluate the impact of current and projected effluent discharges on receiving water quality, designated waterbody use, and the overall aquatic health of the waterbody
- Assess compliance with existing watershed effluent-based limits and water quality

standards.

- Predict the effectiveness of different management strategies in achieving water quality goals.

2. Site Assessments:

- Conduct field surveys and site assessments at the three potential outfall locations.
- Identify and document existing conditions, including water quality parameters and environmental characteristics of each waterbody.
- Conduct FDEP Stream Condition Index and Habitat Assessment, Linear Vegetation Survey, Rapid Periphyton Survey and Microbial source tracking.

3. Data Collection and Analysis:

- **Effluent Characterization:**
 - **Parameters:** Analyze data on key parameters such as biochemical oxygen demand (BOD), chemical oxygen demand (COD), total suspended solids (TSS), nutrients (e.g., nitrogen, phosphorus), metals, and pH. etc.
- **Receiving Water Body Assessment:**
 - **Baseline Data:** Utilize baseline data on water flow, temperature, dissolved oxygen (DO), pH, turbidity, salinity, Chlorophyll-A, Nutrients (e.g., nitrogen, phosphorus) and other relevant parameters.
 - **Spatial Variability:** Consider spatial variability in receiving water quality to understand local impacts.
- **Statistical Analysis:**
 - **Data Interpretation:** Apply statistical methods to analyze and interpret data trends, correlations, and spatial patterns.
 - **Trend Analysis:** Assess long-term trends in water quality parameters to understand changes over time.
 - **R Programming for Statistical analysis and Data visualization**
 - **Mann-Kendall Trend Test.**
 - **Microbial source tracking.**

4. Modeling Approaches

- Develop and apply appropriate water quality models to predict the impacts of effluent discharge from each outfall on the receiving waters (Matanzas River and Deep Creek). Models can be as such below, but not limited to:
 - **Water Quality Models:** Choose appropriate models based on the study objectives (e.g., steady-state or dynamic models).
 - Commonly used Water Quality Models that simulate the transport and fate of pollutants in water bodies (e.g., WASP, QUAL2E, CE-QUAL-W2).
 - **Hydrodynamic Coupling:** Choose appropriate models based on the study objective and integrate hydrodynamic models with water quality models to simulate flow patterns and mixing processes.
 - Commonly used Hydrodynamic Coupling models: processes Delft3D, MIKE, EFDC, but not limited to.
 - **Watershed Models:** Integrate hydrology, land use, and water quality processes (e.g., SWAT, HSPF, SIMPLE, SWMM).
 - Evaluate approaches for Numeric Nutrient Criteria Development in Marine Waters.

5. Calibration and Validation:

- Calibrate models using observed data to ensure accuracy in simulating water quality dynamics.

6. Scenario Analysis

- Scenario Development:
 - Develop scenarios to assess the impacts of different factors on water quality (e.g., varying effluent discharge volumes or pollutant concentrations, climate change scenarios).
 - Simulation: Run simulations for each scenario using the selected models to predict water quality outcomes under different conditions.

7. Results Interpretation:

- Analyze and interpret model results to understand how different scenarios affect water quality parameters of interest (e.g., dissolved oxygen levels, nutrient concentrations).
- Calibration and Validation:
 - Calibrate models using observed data to ensure accuracy in simulating water quality dynamics.

8. Approval of Plan of Study:

- Obtain approval for the Plan of Study from the Florida Department of Environmental Protection (DEP) to ensure compliance with regulatory requirements.

9. Regulatory Compliance

- Regulatory Standards: Ensure the studies address relevant regulatory standards and guidelines for water quality and effluent discharge.
- Compliance Assessment: Evaluate model results against regulatory limits to assess compliance with effluent-based limits and water quality standards.

10. Stakeholder Engagement and Communication

- Stakeholder Involvement:
 - Consultation: Engage stakeholders, including regulatory agencies, local communities, industry representatives, and environmental groups.
 - Public Participation: Facilitate public participation through workshops, meetings, or online platforms to gather feedback and address concerns.
- Communication of Findings:
 - Technical Reports: Prepare detailed technical reports outlining study methodologies, data sources, modeling approaches, and results.
 - Executive Summaries: Develop concise summaries for stakeholders and decision-makers highlighting key findings, implications, and recommendations.

11. Reporting and Documentation:

- Prepare a detailed report summarizing the methodology, data analysis, and findings.
- Provide clear and scientifically supported recommendations for effluent-based limits at each potential outfall location.

ATTACHMENT 1

TASK	DURATION (WEEKS)	START DATE	COMPLETION DATE
TASK 1 - Kick-Off Meeting	1	11/12/2024	11/19/2024
TASK 2 - Data Compilation and Mgmt	3	11/12/2024	12/3/2024
TASK 3 - Modeling			
- SIMPLE Model Development	12	11/19/2024	2/11/2025
- SIMPLE Model Validation	3	11/8/2024	11/29/2024
- Water Body Development (EFDC)	1	11/19/2024	11/29/2024
- EFDC Model Validation	4	11/29/2024	12/27/2024
- Modeling Scenarios	3	12/27/2024	1/30/2025
TASK 4 - WQBEL Report to FDEP			
Version 1 Report to County	4	1/30/2025	2/27/2025
Version 1 Report County Review	3	2/27/2025	3/20/2025
Version 1 Report Revisions	1	3/20/2025	3/27/2025
TASK 5 - WTP Substantial Revision FDEP Permit Mod	1	3/27/2025	4/3/2025
TASK 6 - WTP Permit Mod RAIs and Permit Issuance	24	4/3/2025	9/18/2025
TASK 7 - WWTP Substantial Revision FDEP Permit Mod	1	3/27/2025	4/3/2025
TASK 8 - WWTP Permit Mod RAIs and Permit Issuance	24	4/3/2025	9/18/2025

*This item is an estimate only and is outside Jones Edmunds control due to review time and responsiveness of FDEP.

EXHIBIT B



October 21, 2024

Samuel Schlesinger, PE
Utilities Engineer
St. Johns County Utility Department
1205 State Road 16
St. Augustine, Florida 32084

RE: St. Johns County
Deep Creek Ecological Water Quality Based Effluent Limitation Support Phase II
Proposal
Jones Edmunds Opportunity No.: 95242-382-23

Dear Mr. Schlesinger:

St. Johns County needs to complete a Water Quality Based Effluent Limitation (WQBEL) Level II analysis in compliance with Chapter 62-650, Florida Administrative Code (FAC), for the Deep Creek Water Treatment Facility (WTF) and the Wastewater Treatment Facility (WWTF) in Hastings, Florida. The WQBEL Level II approach will comply with the Florida Department of Environmental Protection (FDEP) numeric nutrient criteria (NNC) requirements and may be re-evaluated with permit renewals and modified if appropriate if the County expands the WTF and WWTF.

The County is in the final stages of obtaining FDEP approval of the Plan of Study (POS), which will outline the hydrologic, hydraulic, water quality, biological, and mixing zone data used and analysis that will be completed. As a result, the County now knows the scope of work required for the second phase of the project, WQBEL Level II analysis and reporting.

Jones Edmunds presents the following Scope of Services to assist the County with Phase II of this project that entails analysis and reporting.

SCOPE OF SERVICES

TASK 1 – PROJECT KICK-OFF MEETING AND COORDINATION

The Jones Edmunds Team will conduct a project kick-off meeting with County staff. Jones Edmunds will manage the Team workflow, prepare deliverables, and lead monthly project status meeting with the County Project Manager.

Deliverables: Draft and final kick-off meeting agenda and notes in PDF and monthly project status meeting notes in PDF.

TASK 2 – DATA COMPILATION AND MANAGEMENT

We will combine water quality and flow data from the various sampling programs into a single database. The sampling programs include the St. Johns Deep Creek monitoring; Jones Edmunds Hastings WWTF ditch monitoring; and Hastings WWTF, Hastings WTF, and South Woods Elementary RO WTF discharges.

Deliverable: Combined relational database containing rainfall, water quality data, and flow data for surface waters, point sources, and treatment plants.

TASK 3 – MODELING

This section presents the watershed model and the water body models (hydrodynamic and water quality) being used to evaluate proposed discharge scenarios from the facilities, along with the deliverables for each.

TASK 3.1 WATERSHED MODELING WITH SIMPLE

Jones Edmunds will use readily available data to develop a GIS-based watershed model for estimating monthly pollutant loading estimates under current landscape conditions. We propose to implement the SIMPLE model, which was developed previously for local government clients. The primary objective of this task is to use the SIMPLE model to generate daily estimates of pollutant loading – specifically for nitrogen and phosphorus. We will simulate a 2-year period of record covering the most recent years where data are available.

Deliverable: Time series of monthly pollutant loads in MS Excel or cvs format.

TASK 3.2 WATER BODY MODEL

The objectives of the water body modeling effort are to develop hydrodynamic and water quality models to simulate the impacts of loadings from the two facilities on the system. The models will serve as a tool by which the responses to the proposed increases in discharges from the facilities can be predicted. The following describes the approach to be taken by the Contractor to provide and apply the predictive tool. This includes identifying the combined hydrodynamic and water quality model and describing the model domain spatial extent and temporal resolution, model inputs, model calibration process including the calibration data and the statistical measures of goodness-of-fit to be used, model scenarios to be evaluated, and proposed model output presentation.

Hydrodynamic and Water Quality Model Development

The Jones Edmunds Team will use the Environmental Fluid Dynamics Code (EFDC) combined hydrodynamic and water quality model to simulate the Deep Creek system. The EFDC model was originally developed by Dr. John Hamrick at the Virginia Institute of Marine Science. EFDC is currently supported by Tetra Tech for the US Environmental Protection Agency (EPA) Office of Research and Development (ORD), EPA Region 4, and EPA Headquarters.

The Jones Edmunds Team will compile and load the following input data to drive the EFDC hydrodynamic model:

- Inflows from the watershed and any point sources to the water body being modeled.
- Any withdrawals from the system.
- Rainfall.
- Air temperature.
- Dew point temperature/relative humidity.
- Solar radiation.
- Evaporation.
- Cloud cover.
- Windspeed and direction.
- Downstream water surface elevation boundary condition.
- Downstream salinity and temperature boundary conditions.

The Jones Edmunds Team will compile and load the following input data to drive the EFDC water quality model in addition to the hydrodynamic model output (specific conductance/salinity, temperature, transport), which is fed directly to the water quality model during runtime:

- Downstream water quality boundary conditions.
- Upstream water quality boundary conditions/water quality constituent loads.
- Meteorological data (solar radiation, evapotranspiration, atmospheric pressure, humidity, cloud cover, air temperature, etc.).
- Physiography (St. Johns River and Deep Creek bathymetric data).
- Hydrologic inputs.
- Hydrodynamic inputs.

The upstream model boundary within Deep Creek for the hydrodynamic and water quality model will be the State Road (SR) 207 bridge on Deep Creek. The model will include portions of the Deep Creek Conservation Area along the east and west sides of Deep Creek as determined by evaluating available Digital Elevation Model (DEM) data for the area and input from County staff. The downstream model boundary will extend into the St. Johns River so that the effects of potential discharge scenarios will be minimized at the boundaries in the river. The model in the river will extend from near Dancy Point, approximately 5 miles upstream of the mouth of Deep Creek, to Racy Point, approximately 2.5 miles downstream of the mouth of Deep Creek. The model extent in the river is determined by the availability of observed water quality and hydrologic data to use as boundary condition inputs.

The model grid cell horizontal scales are expected to range from approximately 5 meters in Deep Creek to much larger in the St. Johns River, where horizontal grid cell scales may be 500–1,000 meters. The grid system will be provided to FDEP for review and comment before being finalized.

Model Period

Inputs from the SIMPLE watershed model to the water body models will be at a daily temporal resolution. Facility discharges reported as monthly averages will be used to derive daily values that will be held constant over each month.

Boundary condition data in the St. Johns River will include water surface elevation, specific conductance, and temperature at hourly intervals. Water quality boundary conditions, provided by monthly data collected by the St. Johns River Water Management District, will be interpolated from the observed data to daily inputs.

Hydrodynamic and water quality model output are expected to be at least hourly, with daily mean simulated conditions derived from these model outputs and monthly mean conditions derived from the daily means. The most highly resolved temporal scale, the hourly outputs (or more frequent if needed), will be used to evaluate those water quality constituents for which diurnal variations are important, such as dissolved oxygen (DO), whereas monthly average conditions can be directly compared to monthly observed data collected for this effort.

The models' calibration period will be calendar year 2023, for which data collection is underway. Testing the calibrated models' predictive ability, or verification, will then be completed using a different period, likely using the data to be collected in 2024 for comparison. After successful calibration and verification, the models can then be used to evaluate potential discharge scenarios under various hydrologic conditions.

Calibration

The Jones Edmunds Team will calibrate the hydrodynamic and water quality models following the typical means used by FDEP in model calibration for total maximum daily load (TMDL) and WQBEL development. The calibration period is expected to be 2023, with additional data planned for collection in 2024 to allow for verification. Calibration will include two phases. The first phase will include visual inspecting model predictions and observed data. This will be accomplished via plots of time series of the predicted and observed values. The second phase will entail calculating typical statistics that are used to evaluate the goodness-of-fit of the predicted to the observed values. These will include Root Mean Square Error (RMSE), mean error (ME), absolute mean error (AME), and correlation coefficients (r^2).

Verification

Once the model is calibrated, the Jones Edmunds Team will complete the verification process using a dataset from a different period. Data collected during 2024 will be used for model verification for both the hydrodynamic and water quality models. Similar evaluation of the comparisons between simulated and observed data will be completed and reported as for the calibration effort. The calibration and verification effort is to ensure the model tool is appropriate to use in the baseline and discharge scenario conditions evaluation.

Model Scenarios

In consultation with FDEP staff, the Jones Edmunds Team will define and simulate a series of up to three model scenarios, including defining an appropriate baseline period for the evaluation. The baseline period will be selected based on consideration of most appropriate conditions for evaluating potential effects of changes in facilities' discharges. The scenarios will determine the specific spatial and temporal variations in model inputs to be simulated to assess the responses in water quality to selected changes in plant discharge volumes and effluent water quality.

Deliverables: Model executable, input files, and output files for all scenarios completed in a file format defined by the County in consultation with FDEP staff. Results for this task will be incorporated into Task 5.

TASK 4 – WQBEL REPORT AND AGENCY COORDINATION

The final WQBEL report will consist of:

- Analysis of biological, physical, and water quality data, including conclusions concerning current status and recent trends.
- A modeled assessment of various discharge scenarios and potential effects on the receiving waters.
- Reasonable assurance that the permitted discharge capacity will allow attainment of the NNC in the receiving waters through the Level II WQBEL.
- Time series plots comparing baseline (existing conditions) to scenario results.
- Tabular comparisons of baseline and scenario results, including statistical measures of goodness-of-fit derived from simulated and observed data within Deep Creek.
- Maps showing differences between scenario and baseline results for total nitrogen (TN), total phosphorus (TP), DO, and Specific Conductance within the Deep Creek model domain.
- Identification and description of appropriate and protective permit limits for flow, TN, and TP, including reasonable assurance that NNC in near-field and downstream waters will be achieved by the Level II WQBEL.

Jones Edmunds will submit separate WTP and WWTF Reports to FDEP under Tasks 5 and 7 as part of the permit modification process.

Deliverables: Draft and final WQBEL WTP and WWTP Reports in PDF format.

TASK 5 – WTP SUBSTANTIAL REVISION FDEP PERMIT MODIFICATION

Jones Edmunds will assist the County with modifying Permit FL0169226 (Minor) to increase discharge from 0.087 MGD to the defensible value presented in the WQBEL Final Report. Jones Edmunds will complete and submit Form 1 and 2A along with supporting documents and provide responses to Florida's antidegradation policies set forth in the 40 CFR§131.12 and Florida Administrative Code, 62-4.242(1).

Deliverables: Draft and final Form 1, Form 2A, and antidegradation responses in PDF.

TASK 6 – WTP PERMIT MODIFICATION REQUEST FOR ADDITIONAL INFORMATION

The Jones Edmunds Team will assist the County in responding to up to one FDEP Request for Additional Information (RAI). Due to the scope of the RAI being unknown, Jones Edmunds will notify the County if the RAI cannot be addressed with the assumed fee listed in Table 1.

Deliverables: Draft and final RAI response letters in PDF format.

TASK 7 – WWTP SUBSTANTIAL REVISION FDEP PERMIT MODIFICATION

The Jones Edmunds Team will assist the County with modifying Permit FL0042315 (Minor) to increase the discharge from 0.12 MGD to the defensible value presented in the WQBEL Final Report. Jones Edmunds will complete and submit Form 1 and 2A along with supporting documents and provide responses to Florida's antidegradation policies set forth in the 40 CFR§131.12 and Florida Administrative Code, 62-4.242.(1).

Deliverables: Draft and final Form 1, Form 2A, and antidegradation responses in PDF.

TASK 8 – WWTP PERMIT MODIFICATION REQUEST FOR ADDITIONAL INFORMATION

The Jones Edmunds Team will assist the County in responding to up to two FDEP RAIs. Due to the scope of the RAI being unknown, Jones Edmunds will notify the County if the RAIs cannot be addressed with the assumed fee listed in Table 1.

Deliverables: Draft and final RAI response letters in PDF format.

SCHEDULE

The project is expected to take approximately 16-18 months to complete, starting within 10 days of receipt of a formal notice to proceed (NTP). A tentative schedule is provided in Attachment 1.

COMPENSATION

We will invoice services monthly for Tasks 1-5 and 7 on a lump-sum, percent-complete basis and Task 6 and 8 on a Time and Materials basis according to the terms of RFQ 1970 using the task breakdown in Table 1 and Attachment 2.

Table 1 Project Task and Fee Summary Table

Task	Fee
Task 1 – Project Kick-Off Meeting and Coordination	\$26,068.36
Task 2 – Data Compilation and Management	\$44,073.92
Task 3 – Modeling	\$343,037.67
Task 4 – WQBEL Report and Agency Coordination	\$56,014.33
Task 5 – WTP Substantial Revision FDEP Permit Modification	\$2,134.65
Task 6 – WTP Permit Modification RAI	\$6,538.17
Task 7 – WWTP Substantial Revision FDEP Permit Modification	\$2,134.65
Task 8 – WWTP Permit Modification RAI	\$18,830.17
TOTAL FEE	\$498,831.92

PROPOSAL CLARIFICATIONS

The following clarifications govern this Scope of Services. We can provide excluded Items as Additional Services upon prior written agreement.

- The ditch receiving WWTP discharge will be cleaned by the County in 2024/Spring 2025.
- Services that are not specifically listed in this Scope of Services are excluded.
- The County will perform ambient water quality sampling at the three stations near the WWTP for 12 months.
- Sampling performed by the County will comply with DEP-SOP-001/01 with laboratory analysis completed by a National Environmental Laboratory Accreditation Program (NELAP)-certified laboratory certified for those parameters analyzed.

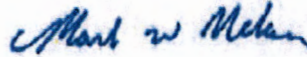
Samuel Schlesinger, PE
October 21, 2024
Page 8

We look forward to working with you. If you have any questions or need any additional information, please contact me at (352) 377-5821, extension 1390, or bbukata@jonesedmunds.com.

Sincerely,



B.J. Bukata, MS, PWS, AA
Senior Scientist/Vice President
13545 Progress Boulevard, Suite 100
Alachua, FL 32615



Mark W. Nelson, PE
Senior Consultant

xc: Russ Frydenborg, Frydenborg Ecologic, LLC
Tony Janicki, PhD, ESA
Jon Perry, GISP, ESA
Ray Pribble, PhD, ESA

ATTACHMENT 2

TASK	Project Officer - QC M.Nelson	Sr. Prj Manager B.Bukata	Sr. Engineer J.Horvath	Project Engineer A.Wood	Engineer Intern C.Cardozo	GIS Analyst N.Kopp	Sr. Tech Editor N.Vaseen	TOTALS				
	RFQ 1970 Rates	\$283.45	\$234.48	\$233.98	\$166.24	\$114.16	\$100.16	\$88.28	Labor Hours	Labor Cost	Frydenborg Ecologic	ESA
Task 1 Project Kick-Off Meeting and Coordination	12	48	4					64	\$ 15,592.36		\$ 10,476	\$ 26,068.36
Task 2 Data Compilation and Management		4						4	\$ 937.92	\$ 4,900	\$ 38,236	\$ 44,073.92
Task 3 Modeling												
3.1 Watershed Modeling with SIMPLE												
Model Setup	4	12		80	180			276	\$ 37,795.56			\$ 37,795.56
Model Calibration		4		32	80			116	\$ 15,390.40			\$ 15,390.40
Format and Generate Model out for Task 4		3		24	40			67	\$ 9,259.80			\$ 9,259.80
3.2 Water Body Model												
Model Development	2	2							\$ 1,035.86		\$ 29,683	\$ 30,718.86
Model Period									\$ -		\$ 15,714	\$ 15,714.00
Hydrodynamic Model Calibration for 2023		2							\$ 468.96		\$ 59,733	\$ 60,201.96
Water Quality Model Calibration for 2023									\$ -		\$ 65,003	\$ 65,003.00
Hydrodynamic Model Verification for 2024		1							\$ 234.48		\$ 38,787	\$ 39,021.48
Water Quality Model Verification for 2024		1							\$ 234.48		\$ 38,897	\$ 39,131.48
Model Scenarios	1	4	2						\$ 1,689.33		\$ 29,112	\$ 30,801.33
Subtotal=	7	29	2	136	300	0	0	459	\$ 66,108.87	\$ -	\$ 278,929	\$ 343,037.67
Task 4 WQBEL Report and Agency Coordination	3	8	3	3				18	\$ 5,339.33	\$ 5,600	\$ 45,075	\$ 56,014.33
Task 5 WTP Substantial Revision FDEP Permit Modification	1	4			8			13	\$ 2,134.65			\$ 2,134.65
Task 6 WTP Permit Modification RAI	1	4			5			10	\$ 1,792.17		\$ 4,746	\$ 6,538.17
Task 7 WWTP Substantial Revision FDEP Permit Mod	1	4			8			13	\$ 2,134.65			\$ 2,134.65
Task 8 WWTP Permit Modification RAI	1	4			5			10	\$ 1,792.17	\$ 2,800	\$ 14,238	\$ 18,830.17
TOTAL=	26	105	9	139	326	0	16	606	\$ 95,831.92	\$ 13,300.00	\$ 389,700.00	\$ 498,831.92

01.8.2024

Deep Creek WQBEL Biological Report

Project Name
Deep Creek WQBEL

Components of Project

Client Name
B. J. Bukata

Project Manager
Russ Frydenborg

Prepared By
Russ Frydenborg

Activity	Cost
Task 1. Compile/QA check biological data for Hastings WWTF and WTF, calculate appropriate metrics, tabulate results, and plot as needed.	\$4,900
Task 2. Write comprehensive biological report, interpret data in the context of NNC Implementation Document, and Chapter 62-302 and 62-303, FAC. Edit based on client review.	\$5,600
Task 3. Respond to 2 rounds of FDEP comments, revising report as needed.	\$2,800
Total	\$13,300

Stipulations

Sampling and modelling conducted by other consultants.

Frydenborg EcoLogic, L.L.C

Tel 850 228-4658

5016 Crestwood Ct.
Tallahassee, FL 32311

www.frecologic.com
russ@frecologic.com





October 21, 2024

Mr. B.J. Bukata
Jones Edmunds, Inc
13545 Progress Blvd
Suite 100
Alachua, FL 32615
BBukata@jonesedmunds.com

**Re: Deep Creek Ecological Water Quality Based Effluent Limitation Support Phase II Proposal
Jones Edmunds Opportunity No.: 95242-274-24**

Dear Mr. Bukata:

St. Johns County needs to complete Water Quality Based Effluent Limitation (WQBEL) Level II analyses in compliance with Chapter 62-650, Florida Administrative Code (FAC), for the Deep Creek Water Treatment Facility (WTF) and the Wastewater Treatment Facility (WWTF) in Hastings, Florida. The WQBEL Level II approach will comply with the Florida Department of Environmental Protection (FDEP) numeric nutrient criteria (NNC) requirements and may be re-evaluated with permit renewals and modified if appropriate should the County expand the WTF and WWTF.

The County is in the final stages of obtaining FDEP approval of the Plan of Study (POS) which will outline the hydrologic, hydraulic, water quality, and biological data used and the analyses that will be completed. ESA, under contract with Jones Edmunds, provides the following scope of services regarding the implementation of the FDEP approved Plan of Study.

SCOPE OF SERVICES

TASK DESCRIPTION

1.0 PROJECT KICK-OFF MEETING AND COORDINATION

ESA team members will participate at the kick-off meeting with the Jones Edmunds Team and County staff. ESA will also attend monthly project status meetings with the County project manager. It is anticipated these meetings will be held remotely.

Lump Sum Fee for Task 1 \$10,476

2.0 DATA ACQUISITION, REVIEW, COMPILATION, AND MANAGEMENT

Water quality and flow data from the various sampling programs will be combined within a single database. The sampling programs include the St Johns County Deep Creek monitoring, District monitoring in St. Johns River, and the Jones Edmunds Hastings WWTF ditch monitoring.

Additional data to be managed include the daily discharge reports from the Hastings WWTF and WTF discharges and the South Woods Elementary School WTP RO discharge, along with any other surface water discharges we identify within the area contributing to the water body model domain.

Deliverable

- Water quality relational database of all data collected for this project.

Lump Sum Fee for Task 2 \$38,236

3.0 HYDRODYNAMIC AND WATER QUALITY MODELING

3.1 Model Grid Development

ESA will develop the EFDC model grid that will capture Deep Creek and extend into the St John's River. The grid will be presented to St Johns County and DEP for up to two reviews. Up to two sets of comments from the County and DEP will be addressed in the final grid.

Deliverables

- ArcGIS file of draft and final grid coverage
- Draft and Final Grid Description Section for Final QBEL Reports for each facility

Lump Sum Fee for Task 3.1 \$29,683

3.2 Selection of Model Period

ESA will evaluate flow and available loading data from 2017 thru 2023 for discussion with County and FDEP on appropriate model period for baseline and scenario runs.

Deliverables

- Virtual Meeting: Presentation of Data for Period Selection
- Draft and Final Model Period Selection Section for Final QBEL Reports for each facility

Lump Sum Fee for Task 3.2 \$15,714

3.3 Hydrodynamic Model Calibration for 2023 Period

ESA will provide descriptions of the calibration metrics to be applied and the data used for model input, and will provide comparisons of simulated and observed data in graphical format with tabular presentation of statistical comparison results.

Deliverables

- Virtual Meeting to present the results of the calibration, as both time series plots comparing the simulated and observed conditions and as goodness-of-fit statistical measures.
- Draft and Final Hydrodynamic Model Calibration Section for Final QBEL Reports for each facility

Lump Sum Fee for Task 3.3 \$59,733

3.4 Water Quality Model Calibration for 2023 Period

ESA will provide descriptions of the calibration metrics to be applied and the data used for model input, and will provide comparisons of simulated and observed data in graphical format with tabular presentation of statistical comparison results.

Deliverables

- Virtual Meeting to present the results of the calibration, as both time series plots comparing the simulated and observed conditions and as goodness-of-fit statistical measures.
- Draft and Final Water Quality Model Calibration Section for Final WQBEL Reports for each facility

Lump Sum Fee for Task 3.4 \$65,003

3.5 Hydrodynamic Model Verification for 2024 Period

ESA will provide descriptions of the data used for model input and will provide comparisons of simulated and observed data in graphical format, with tabular presentation of statistical comparison results. Statistical results will be compared with those from the calibration period.

Deliverables

- Virtual Meeting to present the results of the verification, as both time series plots comparing the simulated and observed conditions and as goodness-of-fit statistical measures.
- Draft and Final Hydrodynamic Model Verification Section for Final WQBEL Reports for each facility

Lump Sum Fee for Task 3.5 \$38,787

3.6 Water Quality Model Verification for 2024 Period

ESA will provide descriptions of the data used for model input and will provide comparisons of simulated and observed data in graphical format, with tabular presentation of statistical comparison results. Statistical results will be compared with those from the calibration period.

Deliverables

- Virtual Meeting to present the results of the verification, as both time series plots comparing the simulated and observed conditions and goodness-of-fit statistical measures.
- Draft and Final Water Quality Model Verification Section for Final WQBEL Reports for each facility

Lump Sum Fee for Task 3.6 \$38,897

3.7 Model Scenarios

Up to three (3) model scenarios will be implemented for evaluation over the model period as determined as part of Task 3.2, including a baseline scenario representing observed conditions and a worst-case scenario which will include all point sources discharging to maximum permitted capacity. The final set of scenarios will be decided based on discussions with County and FDEP staff.

Deliverables

- List of Scenarios for FDEP comment/concurrence
- Virtual Meeting for presentation of scenario results
- Draft and Final Scenario Results Section for Final WQBEL Reports for each facility

Lump Sum Fee for Task 3.7 \$29,112

4.0 WQBEL REPORTS AND AGENCY COORDINATION

ESA, with the assistance of Jones Edmunds, will prepare the Final WQBEL Reports, one for each facility, for submittal to FDEP. The final WQBEL reports will consist of:

- Analysis of biological, physical, and water quality data, including conclusions concerning current status and recent trends;
- An assessment of various discharge scenarios for the facilities and potential effects on the receiving waters;
- Reasonable assurance that the revised permitted discharge capacity for each facility will allow attainment of the numeric nutrient criteria and the specific conductance criterion in the receiving waters through the Level II WQBELs; and
- Appropriate and protective permit limits for flow, specific conductance, TN, and TP, including reasonable assurance that numeric nutrient criteria in near-field and downstream waters will be achieved by the Level II WQBELs.

This task includes up to four (4) iterations with FDEP to address comments on each of the two WQBEL reports.

Deliverable

- Results of biological sampling, water quality, and modeling will be combined into a comprehensive report for each facility for the WQBEL compliance demonstration.

Lump Sum Fee for Task 4.0 \$45,075

6.0 WTP REQUEST FOR ADDITIONAL INFORMATION

ESA, with the assistance of Jones Edmunds, will respond to up to two FDEP Request for Additional Information (RAI). Due to the scope of the RAIs being unknown, ESA will notify Jones Edmunds if the RAI cannot be addressed with the fee table below.

Lump Sum Fee for Task 4.0 \$4,746

8.0 WWTP REQUEST FOR ADDITIONAL INFORMATION

ESA, with the assistance of Jones Edmunds, will respond to up to two FDEP Request for Additional Information (RAI). Due to the scope of the RAIs being unknown, Jones Edmunds will notify the County if the RAI cannot be addressed with the fee list in the fee table below.

Lump Sum Fee for Task 4.0 \$14,238

FEE ESTIMATE

The fee estimate totals **\$389,700**. This will be considered a lump sum fee estimate for Tasks 1-4 and Time & Materials for Tasks 6 and 8, which will not be exceeded without written modification of this agreement, agreed by both ESA and Client. The project will be billed monthly based upon the percent complete of the total budget.

Task	Description	Terms	Fee
1	Project Kick-Off Meeting and Coordination	Lump Sum Fee	\$10,476
2	Data Management	Lump Sum Fee	\$38,236
3.1	Model Grid Development	Lump Sum Fee	\$29,683
3.2	Selection of Model Period	Lump Sum Fee	\$15,714
3.3	Hydrodynamic Model Calibration for 2023 Period	Lump Sum Fee	\$59,733
3.4	Water Quality Model Calibration for 2023 Period	Lump Sum Fee	\$65,003
3.5	Hydrodynamic Model Verification for 2024 Period	Lump Sum Fee	\$38,787
3.6	Water Quality Model Verification for 2024 Period	Lump Sum Fee	\$38,897
3.7	Model Scenarios (3)	Lump Sum Fee	\$29,112
4	WQBEL Reports and Agency Coordination	Lump Sum Fee	\$45,075
6	WTP Permit Modification RAI	Time & Materials	\$ 4,746
8	WWTP Permit Modification RAI	Time & Materials	\$14,238
		<i>TOTAL</i>	\$389,700

Thank you for the opportunity to provide this Scope of Work. If you have any questions or require additional information, please contact us.

Sincerely,

ENVIRONMENTAL SCIENCE ASSOCIATES



Ray Pribble, Ph.D., Project Manager
Principal Consultant
rpribble@esassoc.com
727-543-3224



Jon Perry, GISP
Principal Environmental Scientist
jperry@esassoc.com
813-736-1262



Anthony Janicki, Ph.D.
Senior Principal Consultant
tjanicki@esassoc.com
727-215-0251

Jones Edmunds

JOB CLASSIFICATION (JOB TITLE)	BASE WAGE RATE	HOURLY RATE
Administrative Assistant	\$32.10	\$88.28
CADD Designer	\$37.64	\$103.50
CADD Technician	\$32.31	\$88.86
Chief Engineer/Scientist	\$88.65	\$243.80
Construction Administrator	\$50.82	\$139.77
Construction Project Coordinator	\$29.46	\$81.02
Database Administrator	\$49.51	\$136.16
Designer	\$41.72	\$114.74
Engineer / Scientist / Architect	\$51.04	\$140.37
Engineer Intern / Associate Scientist	\$41.51	\$114.16
Environmental Data Analyst	\$36.12	\$99.33
Field Representative Construction	\$34.44	\$94.72
Field Technician Environmental	\$34.23	\$94.12
GIS Analyst	\$36.42	\$100.16
GIS Technician	\$28.52	\$78.42
Project Engineer	\$60.45	\$166.24
Project Manager	\$74.30	\$204.33
Project Officer	\$103.07	\$283.45
Project Scientist	\$44.28	\$121.78
Sr. CADD Designer	\$43.69	\$120.15
Sr. Construction Administrator	\$60.55	\$166.50
Sr. Database Administrator	\$57.90	\$159.22
Sr. Engineer	\$85.08	\$233.98
Sr. Field Representative Construction	\$41.57	\$114.31
Sr. Field Technician Environmental	\$37.49	\$103.10
Sr. GIS Programmer / Analyst	\$46.19	\$127.01
Sr. GIS Technician	\$32.31	\$88.86
Sr. Project Manager	\$85.27	\$234.48
Sr. Scientist	\$60.46	\$166.27
Sr. Technical Editor	\$52.35	\$143.97
Systems Analyst	\$69.08	\$189.96

CDM Smith – Subconsultant to Jones Edmunds

JOB CLASSIFICATION (JOB TITLE)	WAGE RATE	PROPOSED HOURLY RATE
Officer/Technical Expert	\$ 105.03	\$ 289.00
Principal	\$ 99.09	\$ 273.00
Engineer Grade 8	\$ 87.20	\$ 240.00
Engineer Grade 7	\$ 85.22	\$ 234.00
Engineer Grade 5/6	\$ 71.34	\$ 196.00
Engineer Grade 3/4	\$ 57.48	\$ 158.00
Engineer Grade 2	\$ 49.54	\$ 136.00
Engineer Grade 1	\$ 45.58	\$ 125.00
Senior Tech Support	\$ 53.51	\$ 147.00
Staff Tech Support	\$ 39.63	\$ 109.00
Construction Manager	\$ 53.90	\$ 148.00
Senior Field Tech	\$ 46.77	\$ 129.00
Staff Field Tech	\$ 35.68	\$ 98.00
Contract Administrator'	\$ 45.58	\$ 125.00
Administrative	\$ 35.68	\$ 98.00

Water & Air – Subconsultant to Jones Edmunds

JOB CLASSIFICATION (JOB TITLE)	BASE WAGE RATE	HOURLY RATE
Senior Scientist (Barry Vance)	\$41.89	\$115.18
Project Scientist (Doug Strom)	\$32.88	\$90.42

Wildwood Consulting – Subconsultant to Jones Edmunds

Job Classification	Base Wage Rate	Hourly Rate
Administrative Assistant	\$ 25.31	\$ 60.00
Facilitator/Program Manager	\$ 61.95	\$ 165.00
Regulatory Coordination	\$ 91.23	\$ 250.00
Senior Facilitator	\$ 91.23	\$ 220.00

Frydenborg EcoLogic – Subconsultant to Jones Edmunds

JOB CLASSIFICATION (JOB TITLE)	BASE WAGE RATE	HOURLY RATE
Project Mgt. Professional/Senior Advisor	\$93.25	\$200.49
Environmental Scientist/Principal Scientist	\$75.00	\$161.25



5404 Cypress Center Drive
 Suite 125
 Tampa, FL 33609
 813.207.7200 phone
 813.207.7201 fax

esassoc.com

ESA – Subconsultant to Jones Edmunds

Position Classification	Raw Hourly Rate	Weighted Rate
Vice President	\$102.98	\$309
Principal Associate	\$90.31	\$271
Managing Associate	\$86.67	\$260
Senior Project Manager	\$81.19	\$244
Project Manager 2	\$70.67	\$212
Project Manager 1	\$60.37	\$181
Chief Engineer	\$104.46	\$313
Senior Engineer 3	\$83.19	\$250
Senior Engineer 2	\$72.84	\$219
Senior Engineer 1	\$63.19	\$190
Engineer 3	\$54.56	\$164
Engineer 2	\$46.74	\$140
Engineer 1	\$41.54	\$125
Engineer Technician	\$35.06	\$105
Chief Scientist	\$77.23	\$232
Senior Scientist 3	\$65.64	\$197
Senior Scientist 2	\$58.17	\$174
Senior Scientist 1	\$48.71	\$146
Environmental Scientist 3	\$41.71	\$125
Environmental Scientist 2	\$36.65	\$110
Environmental Scientist 1	\$30.64	\$92
Environmental Technician	\$23.43	\$70
Technology Director	\$75.96	\$228
Geospatial Manager	\$62.15	\$186
Senior GIS Analyst	\$50.33	\$151
GIS Analyst	\$39.74	\$119
Administrative	\$33.24	\$100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2024

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		
INSURED Jones Edmunds & Associates, Inc., 13545 Progress Blvd., Suite 100 Alachua FL 32856	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Specialty Insurance Company		10213
	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:		

COVERAGES

CERTIFICATE NUMBER: 82596446

REVISION NUMBER:

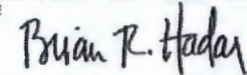
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	6/30/2024	6/30/2025	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA8R804284	6/30/2024	6/30/2025	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP8N201316	6/30/2024	6/30/2025	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	Y/N N	N/A	UB8N190948	6/30/2024	6/30/2025	<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"/>	DPR5030666	6/30/2024	6/30/2025	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 certificate holder on all policies.
 St. Johns County, a political subdivision is named additional insured on the general, auto and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on General Liability, Auto Liability, Umbrella Liability, Workers' Compensation and Professional Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Risk Strategies		NAMED INSURED Jones Edmunds & Associates, Inc. 13545 Progress Blvd., Suite 100 Alachua FL 32656	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View

ADDRESS: St. Augustine FL 32084

Re: Project #1970, Water Quality Study - Guana River/Matanzas River/Deep Creek.