

RESOLUTION NO. 2020 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 20-53 AND TO EXECUTE AN AGREEMENT FOR DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS.

RECITALS

WHEREAS, the County desires to enter into contract with Wharton-Smith, Inc. to provide Design-Build services for the performance of improvements to the Hastings Wastewater Treatment Plant (WWTP) located at 900 N. Main Street, Hastings, FL 32145, in accordance with RFQ No. 20-53; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for providing Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements, in accordance with RFQ No. 20-53; and

WHEREAS, through the County’s formal RFQ process, Wharton-Smith, Inc. was selected as the highest ranked respondent to enter into contract with the County to perform the work referenced above; and

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

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 20-53 to Wharton-Smith, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFQ 20-53.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of _____, 2020.

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

By: _____
Jeb S. Smith, Chair

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

By: _____
Deputy Clerk



STANDARD FORM OF PRELIMINARY AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 520

Second Edition, 2010

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Washington, DC



TABLE OF CONTENTS

Article Name	Page
Article 1 General	2
Article 2 Design-Builder's Services and Responsibilities.....	2
Article 3 Owner's Services and Responsibilities.....	4
Article 4 Ownership of Work Product	4
Article 5 Contract Time.....	5
Article 6 Contract Price	5
Article 7 Procedure for Payment	6
Article 8 Electronic Data.....	7
Article 9 Other Provisions.....	8



Standard Form of Preliminary Agreement Between Owner and Design-Builder

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2020, by and between the following parties, for services in connection with the Project identified below.

OWNER:

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

DESIGN-BUILDER:

PROJECT:

Design Build Services for Hastings Phase III WWTP Improvements.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate with each other, and proceed on the basis of good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract"), as modified by the parties.

1.3 Enumeration of Contract Documents. The term "Contract Documents" as used herein shall include:

- a. Modifications (i.e., duly executed amendments, modifications and change orders);
- b. DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee with an Option for a Guaranteed Maximum Price;
- c. DBIA Document No. 520, Standard Form of Preliminary Agreement Between Owner and Design-Builder (2010 Edition), as modified by the parties;
- d. DBIA Document No: 535; Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition), as modified by the parties;
- e. Preliminary Design and Pre-Construction Services Proposal dated _____;
- f. St. Johns County RFQ No: 20-53 Documents and all issued Addenda, with those of later date having precedence over those of earlier date;
- g. Insurance Certificate(s) evidencing all required coverage;
- h. Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subgrant Agreement between the State of Florida, Department of Economic Opportunity (DEO), and St. Johns County;
- i. Community Development Block Grant – Disaster Recovery (CDBG-DR) Required Contract Clauses; and
- j. Other documents specifically enumerated in the Agreements as part of the Contract Documents.

1.3.1 Any document not identified above shall not be enforceable as a Contract Document, and does not form part of this Agreement. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above.

Article 2

Design-Builder's Services and Responsibilities

2.1 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

2.2 Preliminary Services.

2.2.1 Owner shall provide Design-Builder with Owner's Project Criteria, attached as Exhibit B to the Preliminary Design and Pre-Construction Services Proposal, describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

2.2.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an Additional Service pursuant to Section 2.7 hereof. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.2.3 Design-Builder will submit a Preliminary Design and Pre-Construction Services Proposal for owner approval prior to initiating pre-construction services associated with preparation and submittal of the GMP Package. The proposal will describe the design and pre-construction services scope and cost required to complete the GMP Package submittal. A copy of the submitted Preliminary Design and Pre-Construction Services Proposal dated _____ is attached hereto and incorporated into this Agreement.

2.3 Schematic Design Documents. Design-Builder shall prepare Schematic Design Documents based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

2.4 Proposal. Based on Owner's Project Criteria, the Schematic Design Documents, as each may be revised pursuant to Sections 2.2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "GMP Proposal"), no later than November 30, 2019 which shall include the following unless the parties mutually agree otherwise:

2.4.1 a proposed contract price for the design and construction of the Project, which price shall be in the form of a Guaranteed Maximum Price ("GMP");

2.4.2 a schedule and date of Substantial Completion of the Project upon which the Contract Price for the Project is based;

2.4.3 all other information necessary for the parties to enter into DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), with the accompanying DBIA Document No. 535, *General Conditions of Contract Between Owner and Builder*,; and

2.4.4 the time limit for acceptance of the GMP Proposal.

2.5 Review of Proposal. Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If Design-Builder finds the revisions acceptable, Design-Builder shall, upon receipt of Owner's notice, adjust the Proposal.

2.6 Completion of This Agreement. Design-Builder's services under this Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design-Builder finds acceptable.

2.7 Additional Services. Design-Builder shall perform the Additional Services set forth in a separate exhibit to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-

Builder, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

Article 3

Owner's Services and Responsibilities

3.1 Timely Performance. Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

3.2 Owner's Project Criteria. Owner shall provide Design-Builder with Owner's Project Criteria. If Owner desires that Design-Builder assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project.

3.3 Owner Provided Information. Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

3.3.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.3.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

3.3.3 A legal description of the Site;

3.3.4 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.3.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

Article 4

Ownership of Work Product

4.1 Ownership of the Work Product. The Design-Builder shall deliver to the Owner for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, including but not limited to, drawings, maps, sketches, and other data developed pursuant to the Contract Documents or purchased at the Owner's expense in completion of the Project. , hereinafter called "Work Product."

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the Owner, or at its expense, shall be kept confidential by the Design-Builder and shall not be disclosed to any other party, directly or indirectly, without the Owner's prior written consent, unless required by applicable law. All Work Product shall be and remains the Owner's property and may be reproduced and reused at the sole discretion of the Owner. In the event that the Owner modifies or makes use the Work Product, or any portions thereof, on a project or projects not described in the Contract Documents without the Design-Builder's express written consent, such use shall be at the Owner's sole discretion, liability and risk of the County. To the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them,

and their officers, directors, and employees, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the Owner's use before completion of the Work Product or if the Owner modifies or reuses the Work Product outside of the scope of work described in the Contract Documents, without the Design-Builder's involvement or consent.

Owner shall not retain any ownership interest in preexisting work conceived or developed by Design-Builder prior to its performance of the Agreement, or any work that is conceived or developed, but not unique to the Project as described in the Contract Documents. Any work product that owner does not receive ownership interest in, it shall receive a nonexclusive license for the purposes of constructing, using, maintaining, altering, and adding to the Project.

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 the Contract Documents and the consummation of the transactions contemplated hereby.

4.2 Owner's Limited Use. If Owner fails to enter into an agreement on this Project with Design-Builder to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, then Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on the following:

4.2.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"). To the extent permissible by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the use of the Work Product.

Article 5

Contract Time

5.1 Commencement Date. Design-Builder shall commence performance of the services set forth in this Agreement within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services no later than ninety (90) calendar days after the Date of Commencement.

5.2 Interim Dates. Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement. Such dates entitled, "Owner Key Milestone Dates" are attached as Exhibit A of the Preliminary Services Proposal, and incorporated herein.

Article 6

Contract Price

6.1 Contract Price. The Contract Price for this Agreement is \$ _____, as detailed in the Preliminary Design and Pre-Construction Services Proposal dated _____, attached hereto and incorporated herein.

6.2 Scope of Contract Price. The Contract Price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price may only be adjusted to reflect any Additional Services agreed upon by the parties through issuance of an Amendment to this Agreement which must be agreed to and executed by both parties.

Article 7

Procedure for Payment

7.1 Payment. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

7.1.1 Compensation/Billing/Invoices

- a. The Design-Builder's compensation is based upon the Design-Builder's adherence to the requirements provided in the Contract Documents. As such, the Design-Builder's compensation is dependent upon satisfactory completion and delivery of all Work Product and deliverables according to the prescribed schedule as provided in the Contract Documents.
- b. The Design-Builder shall bill Owner for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Design-Builder's authorized representative on the submitted invoice shall constitute the Design-Builder's certification to Owner that:
 - i. Design-Builder has billed the Owner for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
 - ii. As of the date of the invoice, no other outstanding amounts are due from the Owner to the Design-Builder for services rendered except as noted in the invoice;
 - iii. The reimbursable expenses, if any, have been reasonably incurred; and
 - iv. The amount requested is currently due and owing.
- c. Invoices submitted by the Design-Builder shall be submitted with the Owner's Monthly Invoicing Form 1551, and shall include a detailed written report of work accomplished in connection with the Contract Documents. The County may return any invoice submitted by the Design-Builder, to request additional documentation or information in order to clarify or correct any information contained in the invoice. Under such circumstances, the timeframe for Owner's payment will be extended to the extent necessary to clarify or correct of the invoice.
- d. The Design-Builder's acceptance of Owner's payment of any invoiced amount shall release the County from any claim by the Design-Builder, or by the Design-Builder's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- e. Unless otherwise notified, invoices must be delivered to:

St. Johns County Construction Services Department
2750 Industry Center Road
St. Augustine, FL 32084
- f. **FINAL INVOICE:** In order for the Owner and the Design-Builder to reconcile/close their books and records, the Design-Builder shall clearly indicate "Final Invoice" on the Design-Builder's final invoice to the Owner relative to the work associated with the Standard Form of Preliminary Agreement Between Owner and Design-Builder. Such indication establishes that all services have been satisfactorily performed and that all costs have been invoiced to the Owner and that there is no further work to be performed under the Agreement.

7.2 Interest. Payments due and unpaid by Owner to Design-Builder shall bear interest commencing thirty (30) days after payment is due at the rate of one and one half percent (1 1/2 %).

Article 8

Electronic Data

8.1 Electronic Data.

8.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

8.2 Transmission of Electronic Data.

8.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

8.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

8.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

8.3 Electronic Data Protocol.

8.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

8.3.2 Electronic Data will be transmitted in the format agreed upon in Section 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

8.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

8.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data

via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 9

Other Provisions

9.1 Initial Dispute Resolution. The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to the Construction Industry Mediation Rules then in effect.

9.2 Confidentiality. In accordance with the laws of the State of Florida, as applicable, Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies it as either confidential or proprietary at the time the information is provided to the receiving party; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.

9.3 Assignment. Neither Design-Builder nor Owner shall without the prior written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

9.4 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principles. Venue for any claim arising from this Agreement shall be in a state or federal court serving St. Johns County, FL.

9.5 Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

9.6 Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

9.7 Entire Agreement. The Contract Documents enumerated in Article 1.3 herein forms the entire agreement and understanding between Owner and Design-Builder, supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

9.8 Other Provisions. Other provisions, if any, are as follows:

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

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

following the end of the Agreement.

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

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

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

9.12 INTENTIONALLY OMITTED.

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

9.14 Indemnification. The Design-Builder shall indemnify and hold harmless DEO, the Owner, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Design-Builder in the performance of the Contract.

9.15 Insurance. The Design-Builder shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the Owner. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Design-Builder shall furnish proof of insurance to the Owner prior to the commencement of operations. The Certificate(s) shall clearly indicate the Design-Builder has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Owner. The Owner shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address: St. Johns Owner, FL
500 San Sebastian View
St. Augustine, FL 32084

The Design-Builder shall maintain throughout the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$5,000,000 per occurrence, \$10,000,000 aggregate, to protect the awarded Design-Builder from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the awarded Agreement, whether such operations be by the Design-Builder, or anyone directly employed by or contracting with the Design-Builder.

The Design-Builder shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$5,000,000, if applicable.

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

The Design-Builder shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

The Design-Builder shall maintain throughout the life of the awarded Agreement, Builders Risk Insurance, Property Insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured shall include the Owner, Design-Builder and Sub-contractors. The policy shall waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery, and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Design-Builder shall be responsible for the deductible. Such property insurance shall be maintained until final acceptance and payment has been made. If the policy is terminated for any reason, notice shall be provided to the Owner within a minimum of thirty (30) days by the carrier. The Owner, Design-Builder and any approved sub-contractors waive their rights of subrogation against one another.

The Owner reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the Owner to do so.

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

9.16 No Third Party Beneficiaries. It is expressly understood by the Owner, and the Design-Builder, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

9.17 Remedies. No remedy herein conferred upon any party is intended to be exclusive, and any/all remedies shall be cumulative and shall be in addition to any/all other remedies given hereunder or hereafter existing by law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

9.18 Conflict of Interest. The Design-Builder 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 Design-Builder further represents that no person having any interest shall be employed for said performance.

The Design-Builder shall promptly notify the Owner, 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 Design-Builder'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 Design-Builder may undertake and request an opinion of the Owner, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Design-Builder.

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

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

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

In the event events reasonably beyond the Design-Builder's control and without its fault or negligence cause a delay in the Design-Builder's performance of the project, Design-Builder shall submit documentation of such delay to Owner within 7 days of the event causing the delay. Upon the Design-Builder's request, the Owner shall consider the facts and extent of any delay in performing the work and, if the Design-Builder's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the Owner's right to change, terminate, or stop any or all of the Work at any time.

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

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

9.21 Contingent Fees. Pursuant to Section 287.055(6), Florida Statutes, the Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder 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 Design-Builder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

9.22 Access and Audits. The Design-Builder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least six (6) years after completion of the project. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Owner's cost, upon five (5) consecutive

calendar days' written notice.

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

9.24 E-Verify. The Design-Builder must utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel performing any work on the project. Additionally, the Design-Builder must expressly require any sub-contractors or sub-consultants performing work or providing services pursuant to the project shall likewise utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all employees hired by the sub-contractor or sub-consultant while working on the project.

9.25 Notices. All required notices related to the project, under the Contract Documents, shall be sent, by certified mail, return receipt requested, with a copy via email to:

Owner: St. Johns County, FL
Purchasing Division
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150

Design-Builder:

9.26 Public Records.

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the Contract Documents shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or unaffiliated party.
- b. In accordance with Florida Law, to the extent that the Design-Builder's performance under the Contract Documents constitutes an act on behalf of the Owner, the Design-Builder shall comply with all requirements of Florida's public records law. Specifically, if the Design-Builder is expressly authorized, and acts on behalf of the Owner under the Contract Documents, the Design-Builder shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the work;
 - ii. Upon request from the Owner's custodian of public records, provide the Owner 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. Ensure that public records related to the project, that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the project and following completion of the project if the Design-Builder does not transfer the records to the Owner; and
 - iv. Upon completion of the project, transfer, at no cost, to the Owner, all public records in possession of the Design-Builder or keep and maintain public records required by the Owner related to the performance of the work.
- c. If the Design-Builder transfers all public records to the Owner upon completion of the project, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the project, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the Owner's information technology systems.

- d. Failure by the Design-Builder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the Contract by the Owner.

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

9.27 Use of Owner Logo. Pursuant to, and consistent with St. Johns County Ordinance 92-2 and St. Johns County Administrative Policy 101.3, the Design-Builder may not manufacture, use, display, or otherwise use any facsimile or reproduction of the Owner's Seal/Logo without express written approval of the Board.

9.28 Compliance with Applicable Laws. The Design-Builder shall comply with all applicable federal, state, and local laws, rules, regulations, orders, and policies in its performance under this Agreement.

9.29 Authority to Execute. Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.



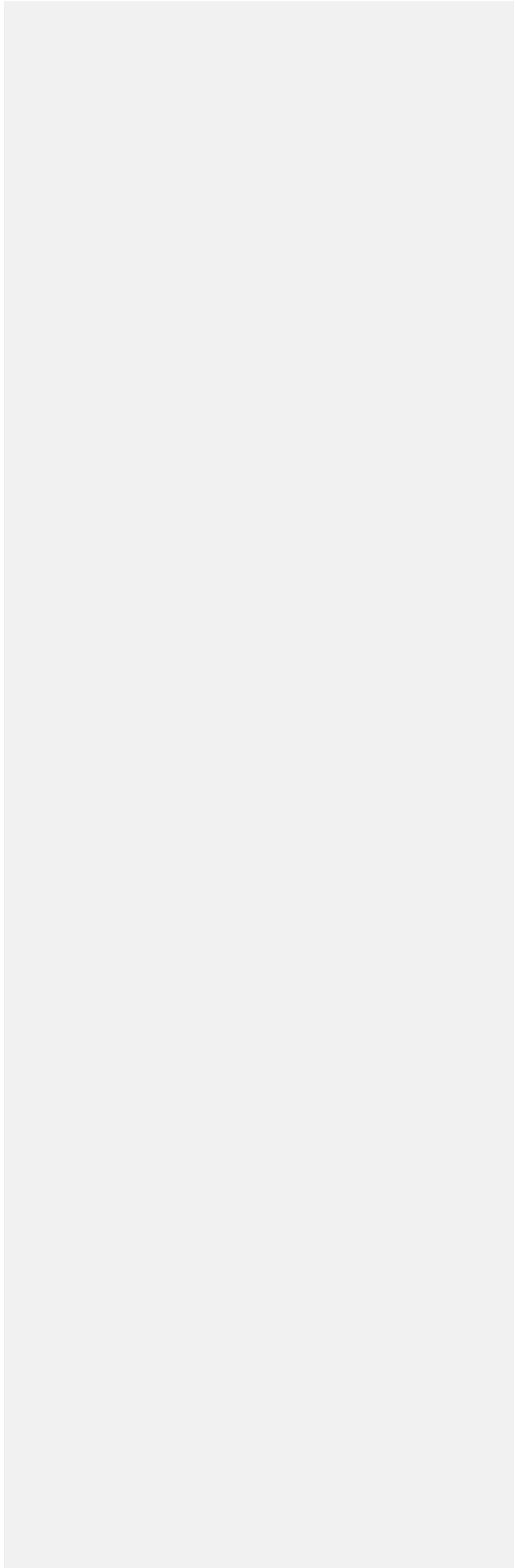
**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER -
COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE**

Document No. 530
Second Edition 2010
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Washington, DC

TABLE OF CONTENTS

Article	Name	Page
Article 1	Scope of Work	2
Article 3	Interpretation and Intent	3
Article 4	Ownership of Work Product	3
Article 5	Contract Time	4
Article 6	Contract Price	5
Article 7	Procedure for Payment	8
Article 8	Termination for Convenience	9
Article 9	Representatives of the Parties	10
Article 10	Bonds and Insurance	11
Article 11	Other Provisions	12

DRAFT





**Standard Form of Agreement
Between
Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum
Price**

This **AGREEMENT** is made as of the ____ day of _____ in the year of 2020, by and between the following parties, for services in connection with the Project identified below:

OWNER:

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

DESIGN-BUILDER:

PROJECT:

Design-Build Services for Hastings Phase III WWTP Improvements.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 This Agreement, DBIA Document No: 530; Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price, as modified by the Parties, together with all exhibits, addenda, and amendments hereto executed by the Parties;

2.1.2 Any Change Orders issued pursuant to this Agreement and executed by the Parties, which shall be incorporated into and made part of the Contract Documents upon execution;

2.1.3 The GMP Exhibit referenced in Section 6.6.1.1 herein;

2.1.4 DBIA Document No: 520; Standard Form of Preliminary Agreement Between Owner and Design Builder, as modified by the Parties, together with all exhibits, addenda, amendments thereto, and change orders or other modifications executed by the Parties;

2.1.5 DBIA Document No: 535; Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition), as modified (herein after referred to as "General Conditions of Contract");

2.1.6 St. Johns Request for Qualifications (RFQ) No: 20-35 and all issued Addenda;

2.1.7 All Public Construction Bonds required in accordance with the Contract Documents;

2.1.8 All Insurance Certificates required in accordance with the Contract Documents;

2.1.9 Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subgrant Agreement between the State of Florida, Department of Economic Opportunity (DEO), and St. Johns County (the Subgrant Agreement);

2.1.9 Community Development Block Grant – Disaster Recovery (CDBG-DR) Required Contract Clauses; and

2.1.10 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Any document(s) not identified above shall not be considered enforceable as a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence and the remaining documents in the order listed above.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of this Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents and the GMP Proposal, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to Owner's acceptance of the GMP Proposal, and subsequent execution of this Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the body of this Agreement takes precedence, and the remainder of the Contract Documents in the order in which they are listed in Section 2.1 of this Agreement.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall be defined as provided in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to a reasonable adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by inaccurate design specifications provided by Owner.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the Owner, or at its expense, shall be kept confidential by the Design-Builder and shall not be disclosed to any other party, directly or indirectly, without the Owner's prior written consent, unless required by applicable law. All Work Product shall be and remains the Owner's property and may be

reproduced and reused at the sole discretion of the Owner. In the event that the Owner modifies or makes use the Work Product, or any portions thereof, on a project or projects not described in the Contract Documents without the Design-Builder's express written consent, such use shall be at the Owner's sole discretion, liability and risk of the County. To the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, and employees, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the Owner's use before completion of the Work Product or if the Owner modifies or reuses the Work Product outside of the scope of work described in the Contract Documents, without the Design-Builder's involvement or consent.

Owner shall not retain any ownership interest in preexisting work conceived or developed by Design-Builder prior to its performance of the Agreement, or any work that is conceived or developed, but not unique to the Project as described in the Contract Documents. Any work product that owner does not receive ownership interest in, it shall receive a nonexclusive license for the purposes of constructing, using, maintaining, altering, and adding to the Project.

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 the Contract Documents and the consummation of the transactions contemplated hereby.

4.2 DELETED

4.3 DELETED

4.4 DELETED

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, to the extent permissible by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from Owner's use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the Parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved by no later than ____ (____) calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”). The Parties hereby expressly agree that the definition of “Substantial Completion” set forth in Section 1.2.18 of the General Conditions of Contract is hereby amended and modified to read as follows:

“*Substantial Completion*” is the date on which the Work, or a mutually agreed upon portion of the Work (as evidenced in writing), is sufficiently complete in accordance with the Contract Documents so that Owner may occupy and use the Project or a portion thereof for its intended purposes.”

5.2.2 Final Completion of the Work shall be achieved by no later than forty five (45) calendar days following Owner’s acceptance of Substantial Completion.

5.2.3 All of the dates set forth in this Article 5 (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder agrees that, if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder further agrees that if Substantial Completion is not attained by or before the Substantial Completion Date (the “LD Date”), Design-Builder shall pay Owner _____ dollars (\$) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

Commented [RL1]: The amount of liquidated damages will be based on the total contract amount.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are caused by, or related to, any delay.

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be five million five hundred thousand dollars (\$5,500,000.00).

5.6 DELETED

5.7 In addition to the Parties’ consideration of a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to a reasonable adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed fifteen (15) cumulative days. Such additional compensation shall be limited to the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.2 DELETED

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in the GMP Proposal.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel (inclusive of applicable employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, which are customarily paid by Design-Builder) engaged in the performance of the Work.

6.3.3 DELETED.

6.3.4 DELETED.

6.3.5 In accordance with Owner's Administrative Policy, the actual cost of travel and per diem for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained. *Note: Owner should not be subject to additional costs for the repair or correction of nonconforming work performed by the Design-Builder. If Design-Builder must reperform or correct any work due to its noncompliance with the project requirements, those costs should be absorbed by the Design-Builder.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or otherwise required in performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Applicable sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Reasonable legal costs, court costs and costs of mediation and arbitration incurred in the performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The reasonable cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 DELETED.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 DELETED

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Prior to Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that the cost of the Work shall not exceed the GMP of _____ Dollars (\$_____). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the thirtieth (30) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 DELETED

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one half percent (1 1/2 %) per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of six (6) years after the date DEO issues the final closeout (as defined in Rule 73C-23.0031, F.A.C.) of the CDBG award as provided in the Subgrant Agreement (Final Closeout), Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Closeout. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' prior written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of fifteen percent (15 %) on the sum of items 8.1.1 and 8.1.2 above.

8.2 DELETED.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Hunter S. Conrad
County Administrator
500 San Sebastian View
St. Augustine, FL 32084
Phone: (904) 209-0500**

9.1.2 Owner designates the individual(s) listed below as its Owner's Representative, which individual(s) have the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

(1) For Project oversight:

**Teri Pinson, P.E.,
SJC Utilities Department
1205 State Road 16
St. Augustine, FL 32084**

(2) For contractual issues:

**Leigh Daniels, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084
Phone: (904) 209-0158**

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in

Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

10.3 Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each bond furnished by the Design-Builder shall incorporate by reference the terms of the Agreement as fully as though they were set forth verbatim in such bonds. Each bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Design-Builder, the Design-Builder shall obtain either an amended bond or new bond that reflects the adjusted Project Price. Design-Builder shall provide such amended or new bond to the Owner within ten (10) days of the Change Order being approved to adjust the Project Price. Each bond furnished by the Design-Builder shall be in a form and format suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to Owner.

10.4 If the Design-Builder refuses or fails to prosecute the Work or any separable part thereof, with the diligence that will insure its timely completion as specified in the Contract Documents including any extension, or fails to complete the Work within this time, Owner may, by written notice to the Design-Builder, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, Owner may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Project Site necessary for completing the Work. The Design-Builder and its sureties shall be liable for any damage to Owner resulting from the Design-Builder's refusal or failure to timely complete the Work as provided in the Contract Documents, whether or not the Design-Builder's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Owner in completing the Work.

Article 11

Additional Provisions

11.1 Public Records

17.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17.1.2 In accordance with Florida law, to the extent that Design-Builder's performance under this Contract constitutes an act on behalf of Owner, Design-Builder shall comply with all requirements of Florida's public records law. Specifically, if Design-Builder is expressly authorized, and acts on behalf of Owner under this Agreement, Design-Builder shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the Services;

(2) Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Design-Builder does not transfer the records to Owner; and

(4) Upon completion of this Agreement, transfer, at no cost, to Owner all public records in possession of the Design-Builder or keep and maintain public records required by Owner to perform the Services.

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

17.1.4 Failure by the Design-Builder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN:

Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sicfl.us.

11.2 Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Article 10 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in St. Johns County, Florida.

11.3 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.4 In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Note Original copies of this Agreement have this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

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Washington, DC



TABLE OF CONTENTS

Article	Name	Page
Article 1	General.....	1
Article 2	Design-Builder's Services and Responsibilities.....	2
Article 3	Owner's Services and Responsibilities.....	6
Article 4	Hazardous Conditions and Differing Site Conditions.....	8
Article 5	Insurance and Bonds	9
Article 6	Payment	11
Article 7	Indemnification	14
Article 8	Time	15
Article 9	Changes to the Contract Price and Time	16
Article 10	Contract Adjustments and Disputes	17
Article 11	Stop Work and Termination for Cause	19
Article 12	Electronic Data	21
Article 13	Miscellaneous.....	22

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), as modified, and all Contract Documents referenced in the executed Agreement(s) between Owner and Design-Builder.

1.2.2 *Basis of Design Documents* are as follows: are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents."

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified.

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which shall be shall be agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with

Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, as modified.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner, with a copy provided to the Owner's Representative, as provided in Section 9.1.2 of DBIA Document No: 530; *Standard Form of Agreement Between Owner and Design-Builder*, as modified, with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between*

Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to

perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which

Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.3 A legal description of the Site;

3.2.1.4 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Owner's request, Design-Builder shall promptly furnish reasonable evidence satisfactory to Owner that Design-Builder has adequate funds and resources available to fulfill all of Design-Builder's obligations under the Contract Documents. If Design-Builder fails to furnish such financial information in a timely manner, Owner may stop Work under Section 11.2.1 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government

charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys'

fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining all insurance for the coverage amounts all as set forth in the Contract Documents. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Contract Documents.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will be maintained in full force and effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, a certificate evidencing coverage will be supplied upon each renewal. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall maintain adequate liability insurance from a provider authorized to do business in the State of Florida as set forth in the Contract Documents to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located

property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles and uninsured risk under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions set forth in the Contract Documents.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the State of Florida.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Upon execution of this Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Contract Documents.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.8 Procedure for Change of Payment

6.8.1 Upon execution of the Agreement, Design-Builder shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Design-Builder by wire transfer (the "Payment Information". Contractor shall submit the initial Payment Information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation, followed by written confirmation, from Design-Builder's Chief Financial Officer or Design-Builder's VP of Finance. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Design-Builder as required under the terms of the Contract Documents.

6.9 Escalation

6.9.1 The Contract Price for this project has been calculated based on the current prices for the component building materials. However, the market for construction materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. The Contractor agrees to use his best efforts to obtain the lowest possible prices from available construction material suppliers. However, the Contract Price may be adjusted in the event extraordinary or highly inflationary increases in the costs of the specified materials occur during the Project, through no fault of Contractor, and would result in a substantial inequity to Contractor without such adjustment. The specified materials that are at risks are aluminum, steel, and copper.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against the Florida Department of Economic Opportunity (DEO) or Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall, to the extent permissible by law, defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's written authorization, an exemption for all or part of the Work is claimed for taxes, Owner shall, to the extent permissible by law, indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's written directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless DEO and Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps

necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend DEO and Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.5.2 If an employee of Owner, Owner's separate contractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance may be reasonably extended by Change Order, upon agreement by both parties. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner

or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. In the event events reasonably beyond the Design-Builder's control and without its fault or negligence cause a delay in the Design-Builder's performance of the project, Design-Builder shall submit documentation of such delay to Owner within 7 days of the event causing the delay.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to

incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 DELETED.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY

OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.5.3 Limitation of Liability. Design-Builder's maximum aggregate liability under the Contract Documents from any and all causes shall in no case exceed five percent (5%) of the Contract Price (as the same may be adjusted in accordance with the Contract Documents).

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, or (v) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

***Note: Need to include provision of going to the Performance Bond for completion of the work in lieu of termination with the Design-Builder. If Design-Builder fails to perform, the first step available to the County is to invoke the Surety Company for completion of the remainder of the work per the terms of the Contract Documents.**

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any qualified person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled

to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprourement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-

Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of

Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Subject to applicable state and federal law, Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary at the time the information is transmitted to the receiving party; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Florida. Venue for any dispute stemming from the Agreement shall be in St. Johns County.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

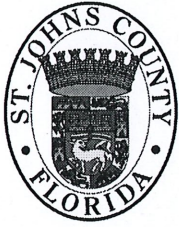
13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

June 15, 2020

RE: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Wharton-Smith, Inc. as the highest ranked firm(s) under **RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements.** This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 5:00 PM, Thursday, June 18, 2020.

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

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

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners

A handwritten signature in blue ink, appearing to read "Leigh A. Daniels", written over a horizontal line.

County Representative Signature

Date: 6/15/20

Leigh A. Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
(904) 209-0150 – Main
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Teri Pinson, P.E., SJC Utility Department
FROM: April Bacon, Purchasing Buyer
SUBJECT: RFQ 20-53, Design-Build Services for CDBG-DR Project - Hastings Phase III WWTP Improvements
DATE: June 15, 2020

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

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

Dept. Approval Scott Jugg
Date 6/15/20
Budget Amount \$ 5,267,925.00
Account Funding Title Hastings Sewer Improvements III
Funding Charge Code 0115-55304-1589-53120
Award to Wharton-Smith, Inc
Award Amount \$5,267,925.00

EVALUATION SUMMARY SHEET

June 4, 2020

ST. JOHNS COUNTY, FLORIDA

RFQ 20-53, Design-Build Services for CDBG-DR Project - Hastings Phase III WWTP Improvements

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	Rank	COMMENTS
	Teri Pinson	James Overton	Mark Mashburn	Jared Taylor	Robert Quinney			
WHARTON-SMITH, INC.	88.1	93.0	83.5	81.5	89.5	435.6	1	
CDM CONSTRUCTORS INC	84.0	90.0	79.5	80.5	92.5	426.5	2	
THE HASKELL COMPANY	78.0	91.0	80.5	74.5	93.5	417.5	3	
REYNOLDS CONSTRUCTION, LLC	78.6	85.5	71.5	64.5	70.5	370.6	4	
SAWCROSS, INC.	64.0	82.0	70.5	57.5	85.5	359.5	5	

APPROVED: By signing below, both parties have reviewed and approve this evaluation summary of the responses submitted for this RFQ.

Assistant Purchasing Manager:

[Signature] 6/8/20

Date:

SJC Utility Department:

[Signature] 6/4/20

Date:

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

POSTING TIME/DATE FROM 4:00 p.m. June 8, 2020 UNTIL 4:00 p.m. June 11, 2020.

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



REQUEST FOR QUALIFICATIONS

RFQ-20-53; Design-Build Services for
CDBG-DR PROJECT
HASTINGS PHASE III WWTP IMPROVEMENTS



M

M

**MOTT
MACDONALD**

TAB 1: RFQ Cover Page

SECTION 1: RFQ COVER LETTER

PART VII: FORMS & ATTACHMENTS

ATTACHMENT A

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

COVER PAGE

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

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

COMPANY NAME: Wharton-Smith, Inc.

CONTACT NAME & TITLE: Nathan Hillard, Design-Build Team Project Manager

CONTACT PHONE NUMBER: (407) 402-0120

CONTACT EMAIL ADDRESS: nhillard@whartonsmith.com

DATE: May 28, 2020

TAB 2: Cover Letter

SECTION 2: COVER LETTER

May 28, 2020

Ms. April Bacon
St. Johns County Purchasing Department
Purchasing Buyer
500 San Sebastian View
St. Augustine, FL 32084

Re: RFQ No: 20-53 Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

Dear Ms. Bacon and Selection Committee Members,

St. John County's commitment to its customers enhances the quality of life for all businesses and residents. Your staff's day-to-day challenges take hard work and dedication to deliver the right solutions, with understanding of, and commitment to, public health and safety. To ensure your success, the County is soliciting proposals for design-build services to deliver the Hastings Phase III WWTP Improvements project with the ultimate goals being to improve reliability and redundancy and provide additional capacity to better handle large storm events. Your needs will require access to a broad spectrum of services, which are delivered timely, cost-effectively, and to the level of quality your staff have come to expect from your consultants.

Wharton-Smith understands the role and key responsibilities of the design-builder and their supporting team members for this project. Our firm will be supported by Mott MacDonald, as the lead design firm. This team has experience working together and for the County delivering proven results on past projects. We are fully committed and possess immediate resource availability to complete this project and exceed your expectations.

Wharton-Smith, Inc. is a privately held corporation founded on April 2, 1984 in Central Florida. As a building construction manager, general contractor, and design-builder, Wharton-Smith builds state-of-the-art water, wastewater, and reclaimed water facilities. We were founded by George Smith and Bill Wharton, who envisioned growing a company that would encompass strong work ethics and have a positive impact within the communities that we serve. With an overall #42 ENR contractor ranking (2019) and strong financial backing, Wharton-Smith continues to uphold these founding ideals under the leadership of Ron Davoli, President/CEO.

Wharton-Smith has provided design-build services since 1995 for a diverse range of industries, with wastewater treatment plants being our largest market sector. Wharton-Smith also performs a substantial amount of work with our own forces and equipment. As the design-builder, Wharton-Smith will lead the project, providing single-source responsibility to St. Johns County. We know that as your design-builder, we will be responsible for providing technical expertise and professional services for all aspects of this project, including coordination with County staff and all other stakeholders.

Wharton-Smith has provided design-build services on 43 projects to-date, totaling over \$1B. **We have never exceeded a GMP or finished a design-build project late.** Additionally, Mott MacDonald is a leading wastewater design firm that has also completed over \$70B in infrastructure projects through alternative delivery methods. We are fully committing our proposed staff and company resources to the Hastings WWTP project and are confident that, by leveraging our past experiences, we will be able to deliver the project within the budgetary and schedule requirements.

Proposer's contact information:

Wharton-Smith (WS)
750 Monroe Road
Sanford, FL 32771

Proposer's Primary Contact:

Nathan Hillard, Design-Build Team Project
Manager
Cell: 407-402-0120
Fax: 407-327-6984
nhillard@whartonsmith.com

All matters regarding this RFQ should be directed to Mr. Hillard who is responsible for the firm's resources and will serve as the primary contact on this project.

Completing the required improvements at the Hastings WWTP project will be challenging. There are difficult components to your project including a limited and firm budget, a strict completion deadline, and the need to maintain plant operations with limited isolation capabilities. We have outstanding similar utility references and are ranked the **#1 Florida Based Environmental Contractor (ENR, 2019)**. Value-based qualifications like this align with our core values – collaboration, schedule efficiency, and a continual focus on value engineering resulting cost-effective projects meeting budgetary requirements. We also understand that St. Johns County has secured CDBG-DR funding, which comes with special requirements throughout all phases of the project. Mott MacDonald has a vast resume of similar CDBG-funded water/wastewater projects and in-house funding experts that we will pull from to ensure the project meets those requirements.

The Wharton-Smith team is backed by a cohesive, proven, and quality-focused design team. Design efforts will be led entirely by Mott MacDonald, with Ms. Leslie Samel serving as your design project manager. Our design team is the exact same team that recently completed your Players Club WRF. The entire design team has worked with SJCUD on numerous occasions, including David Lassetter, PE, who will lead the electrical and I&C design. This is a design team whom you know and trust. Our team also includes key subconsultants for specialty work during the design phases. One subconsultant we feel sets our team apart is the inclusion of Cogburn Brothers Electrical. Cogburn is the premier wastewater electrical company in Florida and is very familiar with the standards of the County. They will provide electrical design input, working alongside Mr. Lassetter as we evaluate design options as well as assist with cost estimates and schedule, and ways to incorporate value engineering concepts.

The Wharton-Smith team has a proven approach to facilitating decision-making. The first three months of this project will represent our best opportunity, as a collaborative team, to influence a successful project delivery. Value engineering efforts will begin on day 1 and continue through the life cycle of the project. The Wharton-Smith + Mott MacDonald team has spent several months evaluating the project needs and potential design options, and we are ready to begin those discussions immediately upon selection. Section 6 highlights a glimpse of how the team will lead the County through various alternatives evaluation for each unit process.

The Wharton-Smith team knows what it takes to meet your budgetary, schedule and CDBG-DR funding requirements. Through our efforts on the County's Players Club WRF, our team proved: 1) how to meet an aggressive design schedule driven by funding requirements; 2) the collaborative nature in which our team operates; 3) our ability to provide quality design documents resulting in very low change orders (only 2.6%); 4) success in schedule management and planning; and 5) how we integrate your staff into troubleshooting, decision making, and the startup process of the plant. These qualities our team exhibited on Players Club WRF are all necessary to complete this project and meet your expectations for your budgetary limit and schedule completion date.

These are just a few of our team's many strengths and differentiators, which are further expanded upon in our Statement of Qualifications. We hope that you find the enclosed information compelling and look forward to further sharing our insight and ideas to deliver a project that completely meets your needs. We have thoroughly enjoyed working with the County's staff over the years to improve our area's water and wastewater infrastructure and appreciate the opportunity to continue working in partnership with St. Johns County. With that we ask that St. Johns County select the Wharton-Smith team to perform this most important WWTP upgrade project to enhance reliability, redundancy, and resiliency for the Hastings community.



Patrick J. Hewitt,
Executive Vice President
Wharton-Smith, Inc.
407-321-8410



Nathan Hillard,
Design-Build Team Project Manager
Wharton-Smith, Inc.
407-402-0120

TAB 3: Introduction & Qualifications Statement

SECTION 3: INTRODUCTION & QUALIFICATIONS STATEMENT

Meeting the challenge of upgrading the Hastings WWTP will require a careful balance of capital costs, energy use, operational ease, and maintenance efficiency – focused on incorporating the County’s goals of increased resiliency, redundancy, and reliability. Based on the demanding challenges of the project and degree of severity if the project budget and schedule are not met, St. Johns County has endeavored project execution by design-build methodology.

Wharton-Smith and Mott MacDonald have strategically formed our team to meet each anticipated project challenge and the specific needs and preferences of SJCUD. We present to you our most qualified personnel for both design and construction of the Hastings WWTP upgrades– individuals who have successfully completed similar projects in Florida that improve the quality, capacity, and resiliency for our vital water resources. We also include David Lassetter, PE on our team to lead electrical and I&C design efforts, giving you the same team that successfully completed the County’s Players Club WRF in Ponte Vedra just months ago.

We’ve done our homework and possess a thorough understanding of the County’s intended improvements for the Hastings plant. We also fully understand the unique complexities that come with CDBG-DR funding. We are committed to delivering this project in a manner that meets, if not exceeds, the County’s expectations by maximizing funding to optimize capacity and resiliency by the March 2023 completion date. Together, we offer institutional knowledge of the County’s facilities and preferences that is paramount, and we are ready to “hit the ground running”. As a result, our team offers these significant benefits:

An A+ Management Team: We are committing our firm’s best, most qualified management staff to lead the project. Our design-build manager, Nate Hillard, EIT; design project manager, Leslie Samel, PE; and construction manager, Matthew Peterson, EIT; have over 51 years of combined experience completing similar projects. Ms. Samel is a long-standing, trusted partner with SJCUD, dating back to 2008. She also led the Mott MacDonald team in all efforts for the Players Club WRF, on which Mr. Peterson was the construction project manager.

Knowledge of SJCUD’s Project Staff & Treatment Plant Preferences: Nearly all of our key personnel possess a strong working history with the County. We are confident in our team’s ability to seamlessly join forces in this collaborative design-build execution. In addition to Players Club WRF, both Wharton-Smith and Mott MacDonald have each successfully completed numerous WWTP projects as shown in Section 7, **Table 7-2**.

Proven Collaborative Design-Build Process & Exceptional Past Performance: While Wharton-Smith and Mott MacDonald are industry leaders in wastewater treatment, equally important is our ability to integrate design and construction components into a seamless project delivery. Wharton-Smith is responsible for over \$1 billion in design-build work, and Mott MacDonald has served as the design engineer for multi-billion-dollar design-build projects throughout the U.S. and the globe. As we will further demonstrate in Sections 5 and 6, we will apply a collaborative and efficient approach for this design-build project, comprised of detailed analyses, value engineering exercises, in-person workshops, constructability reviews, cost evaluations, and detailed scheduling. Through this process we will provide the County with accurate cost and schedule data to make informed decisions.

Available Resources & Ability to Self-Perform: There is a severe shortage of skilled craft workers and heavy equipment, which are both required for a project of this nature. Wharton-Smith offers the County the deepest pool of wastewater construction resources in Florida. Our field crews can perform concrete, piping, and process equipment installations, all of which are critical components of your project. Additionally, the Jacksonville office of Mott MacDonald staffs 13 professionals, with access to an additional 16,000 engineering resources.

This highlights only a few of our many assets, which we will continue to expand upon throughout this proposal. With this, we hope the County understands the seriousness of our commitment to once again serve as your trusted partner and advisor to deliver a successful project.

KEY FACTS

1

Wharton-Smith is the #1 wastewater contractor based in Florida (ENR, 2019) with more than 400 Florida-based workers.

The County will feel no effects of the current construction boom and strained local workforce.

2

Wharton-Smith + Mott MacDonald are proven partners that recently completed a successful WRF project for the County.

A foundation of trust already exists internally between our firms and with the County.

3

Wharton-Smith has completed over 1,000 water/wastewater projects in Florida and has never defaulted on a project.

You can trust that your project will be completed by experts with a reputation for delivering quality work under strict timelines.

4

Mott MacDonald is ranked 12th in the Nation by ENR as a Top Design Firm for Wastewater Treatment Plants.

Our Florida-based wastewater team and nationally recognized expertise delivers strong design capabilities.

5

Wharton-Smith is a self-performing contractor capable of concrete, piping, and process equipment installation.

Without the added subcontractor layers, a potential 10-20% savings can instead be applied toward further facility enhancements.

EXPERIENCE QUALIFICATIONS — DESIGN

Turning an idea into reality is a defining factor of how Mott MacDonald serves its clients. We prepare designs that consider how your project will be implemented while you maintain your current operations. Our involvement in the upgrading of treatment systems across Florida over the past 40 years has dramatically improved the quality of public health and our environment statewide. Many of our more recent projects (including one for SJCUD) have encompassed the rehabilitation, replacement or modification of wastewater facilities, and their instrumentation, control, electric power systems, structures, and buildings. These experiences have taught us that these types of projects can be more challenging than projects involving new “greenfield” construction. Mott MacDonald is up for the challenge. As a leading global consulting engineering firm, we have a proven track record for delivering wastewater treatment facility projects on-time and within budget. We have earned a reputation for technical excellence, innovation, and client responsiveness, and our designs focus on reliability, efficiency, and economy using state-of-the-art technology. Here we’ve highlighted three recent, similar WWTP projects in North Florida. Many of our same proposed design team members also served in similar roles on these projects and many more (as demonstrated in Section 7, Table 7-2).



PLAYERS CLUB WRF, SJCUD, PONTE VEDRA, FL (★ *Design completed: 2017*)

The 2.4 mgd Players Club WRF consolidated flows from three existing WWTP’s and was constructed at the previous Players Club WWTP site while maintaining existing operations. Project components included headworks, odor control, four-stage Bardenpho process, secondary clarification, effluent filtration, and UV disinfection to meet public access reuse (PAR) requirements as well as a variety of resiliency features. Mott MacDonald led the design, permitting, bidding, SRF funding assistance, and construction oversight/resident inspection, David Lassetter performed the electrical and I&C design, and Wharton-Smith completed the construction and startup phases. To meet funding requirements, the project followed

an accelerated schedule; design was completed in nine months and plant startup was completed in 24 months, 5 months ahead of schedule. **Our team’s collaboration led to over \$852K in cost savings through value engineering efforts.**

This project is further highlighted in Section 4; please see pages 11-12 for more details.



ST. ANDREWS WWTF EXPANSION, CITY OF PANAMA CITY, FL (★ *Design completed: 2016*)

Rapid growth in Panama City prompted authorities to increase the plant’s capacity from 5 to 10 mgd while maintaining existing operations. Mott MacDonald performed planning, design, permitting, bidding, and construction oversight/resident inspection. In support of the permit process, four treatment process alternatives were evaluated based on estimated project cost, 20-year present worth, performance reliability, simplicity, and constructability (including extensive phasing evaluation and expandability). Due to significant site constraints paired with these factors, the sequencing batch reactors (SBR) type treatment system was selected. Project components included headworks, odor control, SBR basins to meet advanced wastewater treatment (AWT) limits, effluent disk filters,

sodium hypochlorite disinfection system, upgrades to SCADA system, effluent pump station, and staged aerobic digestion to meet Class B biosolids. During Phase I of construction, the City expedited implementation to UV disinfection. **Mott MacDonald worked with the contractor in a progressive design-build arrangement and completed the design to begin construction early of this process component.** As part of this plant expansion, extensive retrofit and re-purposing of existing concrete structures were a cost-effective design component to help the City meet its desired budget. While under construction, Hurricane Michael devastated the area. However, the facility experienced no damage and met the original project schedule for completion in May of 2019.



GEORGE FRENCH WRF, DESTIN WATER USERS, FL (★ *Design completed: 2019*)

Similar to the Hastings CDBG-DR project(s), Destin Water Users implemented a robust I&I reduction program allowing them to reduce the total flow to the existing 6 mgd WRF and expand its customer base but it also resulted in an increase to the biochemical oxygen demand (BOD) loading to the plant. The result of the higher BOD caused the facility’s older oxidation ditch type treatment trains to experience low dissolved oxygen (DO) condition especially during summer months. To alleviate this issue, Mott MacDonald performed a detailed influent flow and loading analysis, and ultimately recommending to add an additional 75 hp aerator to each oxidation ditch. Two alternatives were prepared to support the new aerator. Constructability and structural integrity analysis of the existing

structure was also conducted. Alternative 1 required construction of a deck system supported by existing tank wall, and Alternative 2 required construction of a smaller width, independently supported deck structure. Alternative 2 was chosen due to lower cost. With Destin being a heavy tourist destination, the project had to follow a strict schedule for design and construction, which warranted a progressive design-build approach. Materials were ordered at 30 percent design stage, and demolition of the existing structure was started at 60 percent design stage. **During construction, corrosion on the existing aerator and tank leakage was discovered and promptly addressed within the accelerated time-frame to extend the life of the existing structures.** The project included two new 75 hp variable frequency drive aerators, rehabilitation of existing tankage, and painting of existing aerators, with design being completed within 4 months and construction completed within the overall 10-month project schedule.

EXPERIENCE QUALIFICATIONS— CONSTRUCTION AND DESIGN-BUILD

Wharton-Smith is a leader in design-build (collaborative delivery) execution dating back to wastewater projects in 1995. Our design-build resume includes a broad spectrum of clients (public and private), facilities (water, wastewater, pump stations) and values \$500K to \$86M. A properly executed design-build process drives the success of these projects regardless of their nature, size, or location. Over those last 25 years, we have continued to refine our design-build process to save our clients money and finish on-time or early. That will be extremely important on the Hastings Phase III WWTP project as there is a firm budget and project completion deadline. This project is no place for a learning curve. It's important that the County select an experienced and technically capable team who is ready to "roll up their sleeves" and creatively bring forth design options to "stretch" your funding to maximize the improvements implemented at the plant. Our team makes it a priority to present value engineering options throughout the life-cycle of the project, from concept to completion. However, cost saving ideas cannot come at the sacrifice of quality, redundancy, or resiliency of the facility— all goals of SJCUD and this project. Our team meets all the criteria for delivery of a successful project and is precisely why Wharton-Smith and Mott MacDonald formed a team for this project— proven collaborative team synergy is going to be an absolute necessity in order to meet the budget and schedule.



REGIONAL (KELLER ROAD) WRF, CITY OF ALTAMONTE SPRINGS, FL (★ Construction completed: 2017)

Wharton-Smith provided construction management at risk (CMAR) services for an upgrade to the existing 12 mgd Keller Road WWTP to address aging infrastructure and expand WRF capacity. The headworks portion of this project included the replacement of the influent screening, influent pump station, grit removal, and added odor control equipment. Part of both the grit removal and screening equipment are contained in a new grit and screenings

building. The new headworks structure required an expansion and upgrade to the existing power for the new screening, pump station, and odor control equipment. The existing headworks and pump stations were completely demolished after a successful plant startup. **Wharton-Smith performed extensive concrete restoration and application of coatings in the aeration basins.** The project also included a new RAS pump station, upgrades to the on-site gravity sewer system and all interconnecting piping between the new structures and existing tanks.



GREENWOOD LAKES WRF, SEMINOLE COUNTY, FL (★ Construction completed: 2012)

Wharton-Smith was the General Contractor for the rehabilitation of this 3 mgd WRF which included several similar elements to the Hastings Phase III Improvements project with nearly every process structure being expanded or rehabilitated. Specifically, rehabilitation of the pretreatment structure, major aeration basin modifications including the addition of diffused aeration, conversion of existing DAVCO package plant to anoxic zone with

coarse bubble aeration, new clarifier mechanisms and application of coatings, new filters, chlorine contact chamber, new electrical building, and operations building. **Nearly all of our proposed project staff (Hillard, Peterson, Lightsey, McMullen) worked together on this successful project.**



HARMONY WWTP EXPANSION PHASE 1, TOHO WATER AUTHORITY (★ Construction completed: 2016)

Wharton-Smith was the selected CMAR firm for this rural project in eastern Osceola County. **The project was quite similar to the Hastings WWTP as it was a small capacity plant (0.5 mgd) serving a limited number of customers that had reached capacity as well as the end of its useful life.** Harmony had several similar project components including influent screening, flow equalization, secondary clarifiers, RAS and WAS pumps, disk filters, chlorine contact tank, and

chemical feed and storage. The project also served as a prime example of how collaboration can deliver a project early and under budget.

This project is further highlighted in Section 4; please see page 15 for more details.



Wharton-Smith, Inc.
CONSTRUCTION GROUP

1000+

WASTEWATER
PROJECTS

\$3B+

WASTEWATER
CONSTRUCTION

\$1B+

DESIGN-BUILD
\$500M COMPLETED
\$500M IN PROCESS

EXPERIENCE AND QUALIFICATIONS— CONTINUED

NORTHWEST REGIONAL WRF EXPANSION (Part of Joint Venture, HILLSBOROUGH COUNTY, FL)
 (★ *Design-build completed: March 2020*)



Wharton-Smith was an equal share joint venture partner for this \$172M (\$86M was WS portion) landmark project for the northwest Hillsborough County service area. Similar to the Hastings project the existing

facility had reached maximum capacity and was in need of major rehabilitation. At the same time, other regional wastewater facilities were being closed which consolidated flows to the Northwest WRF requiring a 30 mgd expansion.

The project consisted all new unit processes including headworks (with mechanical screening and grit removal), five-stage biological nutrient removal (BNR) treatment trains, secondary clarifiers, filters, chlorine contact tanks, chemical storage and feed systems, odor control, splitter boxes, pumps stations, storage tanks, and all associated electrical and site work.

This project exemplified the goals of design-build – team collaboration, owner input at all milestones, creative value engineering and innovation resulting in the project delivered on-schedule and on-budget. Our team fast-tracked the design, which allowed critical work items to begin before the entire design was complete. Design camps were held at the project site with our design team and owner and, together, we made critical decisions and evaluated design options. Value engineering was performed through the life cycle of the project as we continually proposed value engineering concepts and innovative ideas.

This project is further highlighted in Section 4; please see pages 13-14 for more details.

Collaboration has served as a core value for Wharton-Smith since we incorporated in 1984. It’s the same core value that netted great results with St. Johns County and Mott MacDonald on the Players Club WRF. Design-build is the preferred project delivery method of Wharton-Smith because it is built on a foundation of collaboration between the design and construction teams (Mott MacDonald and Wharton-Smith) and the Owner (you). A collaborative approach on the Hastings Phase III WWTP Improvements project will give you many advantages.

TOTAL COST CERTAINTY

Collaboration and VE efforts during design will reduce contingency, eliminate claims, and allow us to meet the \$5.2M budget.

SCHEDULE CERTAINTY

The Wharton-Smith team will engage quickly, share ownership in design, and deliver final construction documents faster than any other team.

TEAM EFFICIENCY & PERFORMANCE

As an already proven cohesive team, we share a common vision and project goals. This team effort will reduce risks, increase effectiveness, and raise the overall team performance.

OVERALL VALUE

Maximizing innovation collectively will allow us to provide the County with the WWTP upgrades which increase redundancy, resiliency, and capacity.

TABLE 3-1: WHARTON-SMITH + MOTT MACDONALD RELEVANT DESIGN-BUILD EXPERIENCE

NAME OF PROJECT CLIENT	COST
Wharton-Smith	
Nassau County MBR WWTF JEA, FL	\$8M
3 Oaks WWTP Expansion Lee County, FL	\$25.1M
Northwest WRF Hillsborough County, FL	\$193M
Foley WWTP Improvements Georgia-Pacific, GA	> \$50M confidential
Foley Effluent Disposal System Georgia-Pacific, GA	> \$50M confidential
Leaf River Pulp Mill Clarifier Georgia-Pacific, GA	> \$50M confidential
Snow Hill Rd Pump Station & Force Main Durham County, NC	\$17M
Big Coppitt WWTF Expansion, Florida Keys Aqueduct Authority	\$8M
Howard F. Curran WRF Improvements City of Tampa, FL	\$250M
Mott MacDonald	
Greenland WRF Pipelines JEA, FL	\$52M
South Shores Subaqueous Force Main (Owner’s Rep) JEA, FL	\$14.3M
Alternate Water Supply Intake Facility & FM Bay County, FL	\$23.4M
Santa Rosa Sound HDD Water Main Crossing ECUA, FL	\$2.6M
Seawater Desalination Plant Repairs AWAA Tampa Bay Water, FL	\$27M
Millville WWTF Upgrade (Owner’s Rep) City of Panama City, FL	\$2M
Canoe Brook WTP NJ American Water, NJ	\$55M
Crum Creek WTP Residuals Treatment Facility Aqua PA, PA	\$5.3M
Montizambert WTP District of West Vancouver, BC	\$2.6M
Brighton & Hove WWTP Southern Water, UK	\$500M

FIRMS QUALIFICATIONS

Certified Design Build Professional (DBIA) Team Member: **Carolyn Bonaventura, DBIA Professional** with Wharton-Smith, is serving as our Design Build Advisor for the Hastings Phase III WWTP Improvements project. Her certificate is attached in Section 9.

Total Financial Bonding Capacity: Wharton-Smith's **total financial bonding capacity is approved to cover jobs up to \$150,000,000 and potential work programs up to \$100,000,000**, well above the RFQ requirement of \$20,000,000.

State of Florida Business Registration: Wharton-Smith is a corporation organized under the laws of the state of Florida, effective April 2, 1984. **Our State of Florida corporation number is G94383.** A copy of the Wharton-Smith Certificate of Status has been provided in attachment M of this submission.

Qualifying Agent's Contractor's License: Wharton-Smith is actively certified as a General Contractor in the state of Florida. **Our license number is CGC1511243**, with a current expiration date of August 31, 2020. A copy of this license has been provided as a part of attachment M of this submission.

Engineer's Certificate of Authorization: Mott MacDonald is actively certified as an Engineering Business in the state of Florida. Their **license number is CA155**, with a current expiration date of February 28, 2021. A copy of this license has been provided as a part of attachment M of this submission.

EMR Rating for previous two years: Wharton-Smith's most current EMR rating for **2020 is 0.95**. Previously, our EMR rating for **2019 was 0.76** and **2018 was 0.81**.

ADDITIONAL INFORMATION AND ABILITY TO PERFORM

1. **Describe any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.**

Wharton-Smith does not have any material, historical, existing, or anticipated changes in our financial position or the mode in which we conduct our business.

2. **List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.**

Wharton-Smith does not have any pending or past legal proceedings, judgments, or contingent liability that could adversely affect the financial position or ability to perform our contractual commitments to our clients. A copy of a sworn statement as requested has been provided on the next page.

3. **Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.**

No, Wharton-Smith has never failed to complete any contract or had a contract terminated due to alleged poor performance or default.

4. **Has the Design-Builder been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages within the past 10 years? If so, describe the circumstances.**

No, Wharton-Smith has never been convicted of any criminal conduct or been found in violation of any federal, state, or local statute regulation or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages.

5. **Has the Design-Builder been debarred within the past 10 years, or is it under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.**

No, Wharton-Smith has never been debarred and is not currently under consideration for debarment.

AFFIDAVIT OF BRIAN P. KIRWIN

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, appeared Brian P. Kirwin, Esq., who being
duly sworn upon his oath, deposes and says:

1. I am over eighteen (18) years of age and have firsthand knowledge of the matters set forth
herein.

2. I, along with my law firm Kirwin Norris, P.A., have represented Wharton-Smith,
Inc. for approximately twenty (20) years. I am familiar with the legal matters in which
Wharton-Smith, Inc. has previously been involved, and legal matters in which Wharton-Smith,
Inc. is currently involved.

3. There are no pending legal proceedings, judgments or contingent legal liabilities
that could adversely impact Wharton-Smith, Inc.'s ability to perform any contractual
commitments for St. John's County on the Hastings WWTP Improvements Project.

FURTHER AFFIANT SAYETH NAUGHT.




Brian P. Kirwin, Esq.

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this 15th day of May, 2020, by
Brian P. Kirwin, who is personally known to me or who has produced
_____ as identification.

[NOTARIAL SEAL]




Print Name: Brigitte E. Burton
Notary Public, State of Florida
Commission #: GG 282174
My Commission Expires: 12/20/22

TAB 4: Past Performance/Related Experience

SECTION 4: PAST PERFORMANCE/RELATED EXPERIENCE

SJCUD clearly stated the past performance and related experience that is expected from the selected design-builder as part of the RFQ. The Wharton-Smith team possesses impressive experience and qualifications with municipal water/wastewater rehabilitation projects, including design-build delivery. We've chosen to highlight three of these projects due to their high degree of similarities to the challenges and requirements anticipated for the Hastings Phase III WWTP Improvements project. These similarities include:

- ✓ **Working history together (SJCUD + Wharton-Smith + Mott MacDonald + David Lassetter)**
- ✓ **Rural, small scale (less than 1.0 mgd) wastewater construction**
- ✓ **Cohesive design and construction staff with a proven history of collaboration and value engineering efforts resulting in cost savings**
- ✓ **Construction within active wastewater facilities and ability to develop work plans and schedules to maintain plant operations**

Lastly, experience with CDBG funding is a fundamental requirement of this very important project. It is critical that the County select a team who understands how to operate within the boundaries of the funding requirements. Fortunately, Mott MacDonald is the wastewater design leader in the rural North Florida area and offers unparalleled expertise in executing CDBG funded projects for their municipal clients.

MOTT MACDONALD'S TEAM BRINGS AN IMPRESSIVE RESUME OF CDBG EXPERTISE

A CDBG is managed by the grant administrator with technical assistance from the project engineer. Mott MacDonald's staff understands the importance of the grant administrator managing the project and is willing to take all the necessary steps in providing the administrator with detailed project cost, engineering and construction documents, and records required for completion of the project. It is important that your engineer understands the CDBG program for an efficient and successful project completion. Our knowledge of the CDBG process is obtained through strong CDBG experiences in Florida and by attending various workshops provided by DEO and the Florida Engineering Society.

Many of our team members, including our proposed lead process engineer Amir Zafar, PE, BCEE, have been providing services to small cities in North Florida for CDBG projects since the early 1980s, demonstrating the required experience and expertise to complete engineering services for grant projects and related programs. These experiences and resources of Mott MacDonald allow us to complete projects successfully and on-schedule. **Table 4-1** provides brief details on the projects successfully completed by Mott MacDonald recently in North Florida specifically involving CDBG funding.

TABLE 4-1: MOTT MACDONALD'S CDBG EXPERIENCE IN NORTH FLORIDA

PROJECT NAME	PROJECT OWNER	GRANT AMOUNT
Lift Stations and Sanitary Sewer Improvements	City of Mary Esther	\$650,000
WWTP Improvements	City of Mary Esther	\$650,000
Various Projects	City of Graceville	\$600,000
Graceville Work Camp Institution Water and Sewer Design	City of Graceville	\$600,000
Water and Sewer System Improvements	City of Graceville	\$600,000
Riverview Pump Station	City of Marianna	\$600,000
WWTP Improvements Phase I	City of Marianna	\$600,000
Commercial Revitalization of Downtown Area	City of Perry	\$600,000
Infrastructure and Landscaping Street Drainage, Paving, Water and Sewer Improvements	City of Perry	\$600,000
United Welding Pump Station & Forcemain	City of Perry	\$300,000
Street Drainage, Paving, Water Line, Elevated Tank, Sewer Improvements-Granger Area	City of Perry	\$500,000
Fire Hydrants	City of Perry	\$700,000
Azalea Park Roadway with Drainage Improvements	City of Quincy	\$600,000
Commercial Downtown Area Revitalization	City of Quincy	\$600,000
VA Road Improvements	City of Springfield	\$600,000
Southside Water and Road Improvements	City of Springfield	\$600,000
Spray Irrigation Facility	City of Trenton	\$500,000
Water System Improvements, China Hill Community	Gadsen County	\$500,000
Hosford- Teloqia Water System Upgrade	Liberty County	\$500,000
Sumatra Area Water System	Liberty County	\$500,000
Estiffanulqa Potable Water System	Liberty County	\$500,000
Water Facilities Hook-Ups and Fire Hydrants, Bohanan Subdivision	City of Perry	\$500,000
Commercial Revitalization of Downton Area, Infrastructure & Landscaping (ph.3)	Town of Havana	\$700,000
Commercial Revitalization of Downton Area, Infrastructure & Landscaping (ph.2)	Town of Havana	\$500,000
Commercial Revitalization of Downton Area, Infrastructure & Landscaping (ph.1)	Town of Havana	\$500,000

PLAYERS CLUB WRF

PONTE VEDRA BEACH, FLORIDA



HIGHLIGHTS

- ✓ SJCUD Project Completed by Mott MacDonald & Wharton-Smith
- ✓ Effluent Meets AWT and Public Access Reuse
- ✓ 100% Funded Through Low-Interest SRF Loan & SJRWMD Grant
- ✓ Accelerated Design Schedule
- ✓ Expedited FDEP and SJC Permitting
- ✓ Plant Startup Completed 5 Months Ahead of Schedule



Mott MacDonald was awarded the contract for design, permitting, bidding, SRF funding assistance, and construction and full-time field observation services for a new 2.4 mgd average daily flow (ADF)/6.5 mgd peak flow WRF for SJCUD. Wharton-Smith was the lowest, responsive, and responsible bidder awarded the construction and startup phases of the greenfield plant. The Players Club WRF consolidated the flows from the Players Club, Innlet Beach, and Sawgrass WWTP's. This project was the largest capital project executed by SJCUD recently and was critical to providing AWT reliably and cost-effectively, as well as delivering reclaimed water to customers in the area.

Design components of this project included headworks equipped with 6mm band screen and vortex grit removal system, biotrickling filter odor control system with carbon polishing, four-stage Bardenpho treatment process to meet AWT standards, secondary clarification, effluent filtration with 10-micron cloth disk filters, innovative high-level UV disinfection, and reclaimed water storage and pumping. The solids process train included sludge holding tank and belt filter press with polymer blending system, sludge feed pumps, and positive displacement blowers. Other process components included submersible mixers (pre-and-post anoxic zones), fine bubble diffusers, internal recycle propeller pumps (nitrified recycle), and turbo blowers. Due to its location near the Atlantic, the facility was designed to withstand extreme weather events with features including special corrosion-resistant coating systems, concrete masonry unit construction, and elevated electrical components.

Project challenges included an accelerated schedule (design completed in less than 9 months) associated with SRF requirements, addressing construction of structures with ground water table at existing grade requiring extensive dewatering, optimization of plant process site layout based on SJCUD past lessons learned and complex pumping to three different public access reuse sites.

“It’s a pleasure to take the time to reach out and applaud all the efforts that make this project successful and to acknowledge that everything that was promised by you and your team in the proposal and schedule has been achieved.”

Scott Trigg, PE, Chief Engineer, St. Johns County Utility Department

CLIENT INFORMATION

SJCUD
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St. Augustine, FL 32084
Scott Trigg, PE, Chief Engineer— CIP
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ROLE

Mott MacDonald—Engineer-of-Record (EOR)
Wharton-Smith—Contractor

CONTRACT VALUE

\$4.17M— Design and Construction
Engineering Services
\$32.8 M—Construction

START/COMPLETION DATES

2016-2017— Design
2017-2020—Construction

KEY PERSONNEL

Reference page 12 for a full list

Mott MacDonald and Wharton-Smith's experience on the Players Club WRF project will greatly benefit SJCUD due to its similarities of project scope, team, and technical aspects!

✓ **The same design team will execute the Hastings WWTP Improvements Design-Build project.** Our proposed design team members worked in the same roles including Leslie Samel, PE (Project Manager and EOR), Amir Zafar, PE, BCEE (Process Engineer), John Scheri, PE, BCEE, Env. SP (QA/QC Engineer), Billy Perry, PE, SI (Structural EOR), Chad Lyner, PE (Structural Engineer), David Lassetter, PE (Electrical & I&C EOR), Dan Keck, PE (Hydraulics and Mechanical Engineer), Steven White, PE (Civil/Site EOR), Jack Wang, PE (HVAC and Plumbing EOR), Cale Madden, PE (Project Engineer), Bill Lee (Designer/Drafter), and Lindsey Tracey (Local Staff Engineer).

✓ **Like Players Club WRF, the Hastings Phase III WWTP Improvements Design-Build project construction phase will be led by Matthew Peterson, EIT.**

✓ **Players Club WRF exemplifies our teams' ability to meet funding deadlines without sacrificing quality.** The design phase was extremely accelerated to meet the SRF approval timeline and securing the loan agreement in early August 2017. Design began late November 2016 and was completed by August 9, 2017. This aggressive schedule required full-day workshop setting meetings and weekly conference calls by the team to stay focused, make timely decisions, and garner feedback and preferences from SJCUD management and operations staff. All schedule milestones were met. Design QA/QC activities were led by John Scheri, PE; Leslie Samel, PE; and David Lassetter, PE, with coordination and input from other disciplines to ensure the documents were cross-checked, and design criteria was properly analyzed to meet applicable FDEP AWT and public access reuse requirements.

✓ **Construction completed with a change order percentage well below industry standards.** The overall change order percentage was **2.55** percent, which included an Owner requested change order to line the reclaimed water pond. Without that change order the overall percentage was 0.87 percent (well below industry standards). This is a testament not only to the detailed and coordinated design efforts by Mott MacDonald but to the efforts of Wharton-Smith who had a clear understanding of the project requirements, providing the right manpower to accomplish the work, and use of qualified subcontractors to complete the work; all while meeting Wharton-Smith and SJCUD's quality expectations.

✓ **Development of a collaborative team approach.** From the start of the construction phase, SJCUD, Mott MacDonald, and Wharton-Smith collaboratively developed a list of recommended value engineering items that could be implemented for savings on the project. Value engineering savings equaled \$852,000. Throughout the construction period, the team met weekly to review the construction schedule, discuss project challenges, and develop solutions that ultimately led to the plant startup five months ahead of schedule! This collaborative mentality and approach to working as a team will be mimicked on the Hastings WWTP Improvements project.

✓ **Well planned construction phase led to startup of the plant 5 months ahead of schedule.** Schedule management through the use of a detailed critical path method (CPM) schedule and Wharton-Smith's production planning boards kept all team members aware of construction progress, tie-ins, and startup activities.



Value engineering is a standard practice at Wharton-Smith— We know how to stretch a dollar and have a proven VE approach to reduce construction costs without sacrificing quality. Mott MacDonald and Wharton-Smith worked together to develop VE items related to the BNR construction which resulted in a savings of \$260K and an additional savings of \$200K for modifications of the type of coatings and concrete additives used on the structures.

NORTHWEST REGIONAL WRF EXPANSION

TAMPA, FLORIDA



HIGHLIGHTS

- ✓ Collaborative Design-Build Delivery
- ✓ Substantial Alternatives Analysis during Design Phase
- ✓ Project Completed within Budget
- ✓ Plant Start-up Completed On-Time
- ✓ Zero Plant Outages (MOPO)

Wharton-Smith, as a part of a joint venture, was selected as the design-builder for the County's Northwest Regional WRF 30 mgd expansion to the facility. This project is a result of the consolidation of facilities in the northwest area, and decommissioning of the Dale Mabry and River Oaks Advanced Wastewater Treatment Plants.

The team relied on design-build best practices to serve as the foundation of this project delivery. Collaboration with our design partner and the County helped to fast track the design schedule and begin on critical work components before the entire design was complete. Open communication and partnering encouraged value engineering and ultimately a guaranteed maximum price (GMP) that was within the County's budget. Once the project transitioned to construction, Wharton-Smith's production planning system served as the foundation of our self-performed mechanical work, and the project was completed with excellent quality and ahead of schedule.

Specific project scope items included new headworks including screening and grit removal, flow equalization, five-stage BNR treatment trains, odor control, splitter box and secondary clarifiers, sodium hypochlorite storage tanks and feed system, RAS pump station, deep bed filters, chlorine contact basins, effluent and reclaimed water pump station, pre-stressed storage tanks (reclaimed and reject), electrical infrastructure (including power feed, switchgear, and stand-by power), large diameter force main, and associated site work.

In summary, this project represented the largest wastewater endeavor by Hillsborough County in decades. They entrusted the Wharton-Smith team to utilize design-build best practices and deliver the project successfully. The following page provides several examples of the collaboration we executed to deliver this project on-time and within the original GMP budget.

"This \$193 million project presented many challenges but through their teamwork, communication, and commitment the [Project Team] have delivered a high quality project exceeding our expectations. We would certainly recommend this team for any similar type project and look forward to working with them again in the future."

George Cassidy, Hillsborough County

CLIENT INFORMATION

Hillsborough County, FL
925 W. Twiggs St.,
Tampa, FL 33602
George Cassidy, Assistant County
Administrator
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ROLE

Design-Builder

CONTRACT VALUE

\$193 M— Design & Construction GMP

START/COMPLETION DATES

2/2016— Design
4/2016-3/2020— Construction

KEY PERSONNEL

Sean White, Chief Estimator

Wharton-Smith's experience on this critical design-build project for Hillsborough County demonstrates our collaborative process that saves our clients time and money!

- ✓ **Design-build best practices were the cornerstone of this projects' success, and those practices will be applied to the Hastings Phase III WWTP Improvements project.** The design was broken into several phases to allow the County ample time to review and provide valuable feedback before moving onto the next phase. Our design and construction teams co-located for "design-camps" for the first several months of design. Sharing a common space resulted in maximum collaboration, expedited decisions, and overall design efficiency. Once in construction, the team met twice monthly to review progress and address and implement design changes as feasible. When the project entered the startup phase the team's open communication ensured the concerns of plant operations were the focal point of the plan.
- ✓ **Our Maintenance of Plant Operation Plan (MOPO) was followed closely throughout the project and the plant never experienced an outage or reduction in treatment capacity.** The design engineer and construction team understood the operational constraints and engineered a startup plan that allowed seamless integration of the new facilities into the existing plant and resulted in zero out-of-compliance reject events.
- ✓ **Wharton-Smith's production planning system (PPS) was the main driver for an organized jobsite and meticulously planned construction approach.** This large project, similar to the Players Club WRF, was finished on-time. Through the PPS we planned our work and then worked our plan. The result was essentially zero rework as the finished product met the County's expectations for quality, on the first try.
- ✓ **Collaboration with the County and our design partner led to resolution of constructability issues and many innovative value engineering ideas as briefly described below.**

Challenge #1— 42-inch Reclaimed Water Main Corridor: The plant pipe required upsizing to 42-inch without adequate space in the existing pipe corridor or ability to bypass.

Innovative Solution— Wharton-Smith suggested adding a second 30-inch pipe with a new route to eliminate the downtime, increase redundancy, and reduce construction time.

Challenge #2— Influent Force Mains: The location of the new headworks required intercepting existing force mains in a location in which they were undersized and would create hydraulic constrictions.

Innovative Solution— Wharton-Smith identified a location 0.75 miles upstream from the new headworks where the two forcemains crossed. We installed an inter-tie to allow the flow to equalize and share the capacity of the two force mains.

Challenge #3— Gravity Line Routing: A new 54-inch gravity secondary effluent pipe had to be installed more than 20 feet deep through the congested existing plant corridor and connect 4 existing clarifiers, 4 new clarifiers, 10 existing filters, and 10 new filters.

Innovative Solution— Wharton-Smith designed two large, custom cast-in-place concrete dog house junction boxes. These boxes were built around the existing pipes to eliminate shutdowns, piping conflicts, and several expensive tie-ins. After being built, the pipe was removed with wire saw and cranes while remaining in service.



Wharton-Smith's ability to "think outside the box" comes from 36 years of building, not just managing, complex concrete, piping, and process systems and structures. It is a Wharton-Smith hand swinging the hammer or tightening the wrench. As our experiences and lessons learned have grown over time it has given us an unmatched ability to provide innovative solutions like the Northwest WRF junction boxes (pictured above).

HARMONY WWTP EXPANSION PHASE 1

ST. CLOUD, FLORIDA



HIGHLIGHTS

- ✓ Collaborative Delivery Project (CMAR)
- ✓ Rural, Small Scale Facility
- ✓ Plant Start-up Completed 5 Months Ahead of Schedule
- ✓ 1 Change Order (Deductive to Refund Unspent Contingency)
- ✓ Similar Process Components
- ✓ Zero Plant Outages (MOPO)

Wharton-Smith served as the construction manager for a new 0.5 mgd (expandable to 1.5 mgd) WWTP expansion for the unincorporated community of Harmony, Florida. The new treatment plant was constructed due to the old WWTP barely meeting its current capacity and to allow for future expansion in Harmony. The project included influent screening, flow equalization tanks, flow splitter box with gates, two 56-foot diameter concrete clarifiers with an internal 30-foot ring tank with secondary clarifier and aeration equalization pumps, RAS, WAS, and scum pump stations. Also included were three process blowers, two disk filters, two chlorine contact chambers with an effluent pump station, chemical storage and feed building, aerated sludge holding tank, site improvements, and a new administration/electrical building.

The Harmony WRF offered many similarities to the Hastings WWTP. It was a small facility in a rural area with only a few hundred customers but it was an important project. Toho Water Authority (TWA) ultimately decided that Wharton-Smith was the “right” collaborative partner who could deliver it on time like so many other TWA projects before this one.

✓ Wharton-Smith encountered challenging site conditions.

Much like the Hastings WWTP site, the Harmony WRF site was in a generally low lying area and was prone to flooding during severe rain events. When we mobilized in the summer of 2015 the site was under water. Like any other challenge, we collaborated with our office and field staff as well as the Owner and Engineer to devise a plan that would work without driving up cost. Our solution involved berming the site perimeter to eliminate storm water intrusion and we “socked” the entire site to keep it relatively dry while clearing and demucking. When bidding the site work we observed high dewatering pricing (\$350,000) from the site work subcontractor. We made the prudent choice to remove that scope and perform it ourselves for \$100,000, which saved the Owner \$250,000!

✓ **The Harmony WRF maintained operation throughout the construction process.** The relationship between the project superintendent and the plant operations staff is the most important relationship during construction. Robert Lightsey, Wharton-Smith project superintendent, maintained open communication with plant operators on a daily basis to share our upcoming work activities. In fact Harmony’s plant operators actively participated in our production planning system.

✓ **Wharton-Smith relied on our Florida craft worker resources to keep the project on schedule.** The selected concrete subcontractor fell behind early due to insufficient manpower. We recognized this problem early on and immediately supplemented their workforce with seasoned Wharton-Smith concrete supervision and additional craft workers. The problem was resolved before it could fester and impact the project schedule.

✓ The project was completed with only one change order, a deductive change order!

As discussed in Section 5, Wharton-Smith takes great pride in our ability to manage the budget and provide cost certainty from the first conceptual cost estimate. The Harmony WRF project was no different. Our estimating team relied on our self-performance experience to accurately estimate the pricing for concrete, piping, and process equipment installations and our subcontractor partners provided early estimates on trades like electrical and controls. The result was pricing that stayed consistent through all design milestones. The only change order was to refund unspent contingency to the Owner.

CLIENT INFORMATION

Toho Water Authority
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Deborah Beatty, Project Manager
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ROLE

Construction Manager at Risk

CONTRACT VALUE

\$10.5 M—Construction

START/COMPLETION DATES

7/2015-8/2016— Construction

KEY PERSONNEL

Robert Lightsey, Superintendent
Nathan Hillard, Preconstruction
Sean White, Chief Estimator

TAB 5: Collaborative Delivery Approach

SECTION 5: COLLABORATIVE DELIVERY APPROACH



The Wharton-Smith + Mott MacDonald team has a plan, or road map, to navigate the Hastings Phase III design and construction process while managing to stay “on track” regarding the project cost and schedule. Our familiar team offers the County experience in navigating the curves in the road ahead. A successful design-build project begins as a journey—with the County in the driver’s seat. We will serve as your guide and help steer you the entire way, ensuring that you have the information and options available at every turn to make well-informed decisions.

PROJECT SUCCESS FACTORS

SCHEDULE: Successful plant performance testing completed by March 31, 2023.

BUDGET COMPLIANCE: Total cost for design and construction shall not exceed \$5.2M.

DESIGN ALTERNATIVES: Potential scope items such as new headworks and a third clarifier will be presented with reliable budget, schedule, and life cycle cost information.

MAINTENANCE OF PLANT OPERATIONS: Maintain treatment capacity at Hastings WWTP at all times.

COLLABORATIVE DESIGN-BUILD APPROACH PHILOSOPHY

Collaboration has served as the foundation of Wharton-Smith’s project approach for the past 36 years. For collaboration to be effective, we must have a plan. The plan needs to have more intent than simply every team member showing up to every meeting. Below are key areas of focus to help us collaborate as an integrated team (County included) and deliver this project successfully.

COMMUNICATION

1 On the Players Club WRF, together we laid the foundation for our partnership. Through our weekly progress meetings, production planning system, phone calls, and impromptu meetings, we developed a framework for open communication. Equally, Mott MacDonald and David Lassetter have developed long-standing and strong relationships with your staff and understand County preferences. This combination of trust, our existing institutional County knowledge, and our willingness to listen is fundamental and key to the project’s success.

OWNER INTEGRATION

2 Our plan is to operate as a fully integrated team from the kickoff workshop to the final startup and commissioning. The County’s input during the design alternatives analysis and value engineering tasks is important so that we receive timely input on proposed modifications, what is and is not acceptable to operations staff, and gain a clear understanding of your goals. As we move to the construction phase, the production planning system provides a way that we continually keep you updated on construction progress activities, when key tie-ins or shutdowns will be required, and discuss further opportunities for cost savings. These activities hinge on constant communication and input from the County’s engineering, management, and operations staff.

STAFF UTILIZATION

3 Trust is earned. Wharton-Smith + Mott MacDonald is offering familiar team members that have spent years earning that trust. The staff we’ve shown in our organization chart are committed and available to executing the Hastings project. Our proven management leads have aligned team members roles with their strengths and encourage them to work directly with the County on items as they arise during design and construction. Both firms as well as David Lassetter have the necessary technical capabilities and the immediate availability to meet all project milestones. The strong bench strength of both Wharton-Smith + Mott MacDonald allows for quick implementation of additional resources or technical expertise should the need arise.

BUDGET MANAGEMENT

Wharton-Smith was a self-performing general contractor long before being a design-builder, and we still “hard-bid” projects like the County’s Players Club WRF. Our knowledge of the cost to put work in place gives us a unique ability to provide the County with “real world” cost data from the earliest design milestones. Value engineering efforts are a cornerstone to our work approach and will be performed throughout the life cycle of the project, from concept to completion. Sean White will lead all estimating activities and routinely prepares estimates and GMP’s for Wharton-Smith projects.



CONCEPTUAL DESIGN ALTERNATIVES

It is our job to provide the County with reliable cost information on the options being considering including the existing aeration basin modifications, a potential third clarifier, a potential new headworks structures, and considerations for PAR level of treatment. This allows you to make informed decisions that must align with your budget and schedule. The design team will focus efforts on options analysis including evaluation by non-cost criteria and Wharton-Smith will prepare costs for each option to develop a complete rehab/ upgrade plan.



30% DESIGN COST ESTIMATE (PDR)

Utilities and structures will be estimated based on-site plans and structural footprints. Electrical cost estimating will be performed by our team partner Cogburn Brothers Electrical.

Mott MacDonald will keep us informed on items not yet shown so that we can add appropriate cost projections. The team will focus on value engineering aspects that can be considered to further reduce project costs. The estimated construction schedule and general conditions are first presented at this time. Workshops will be held to discuss development of the GMP timeline and any “early-out” equipment procurement or construction activities.



60% DESIGN COST ESTIMATE (GMP)

Our estimators will perform detailed takeoffs on all construction trades. Wharton-Smith will prepare and bid subcontractor work and equipment/materials for development of the GMP. Adequate contingency and allowances are carried for design items still unknown or lacking detail. A full cost GMP workbook will be provided showing all material, labor, equipment, and supplier and subcontractor quotes. General conditions and fee are based on the project schedule and provided in an open-book manner.

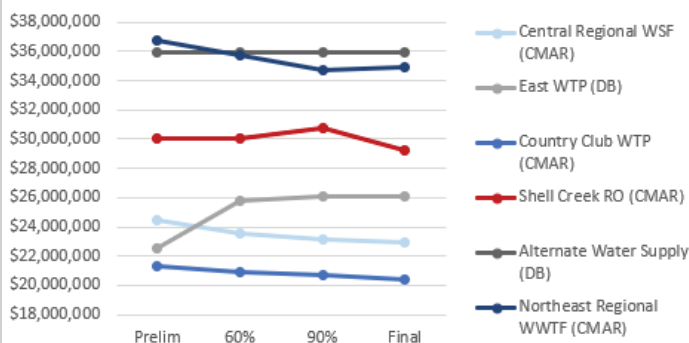


100% DESIGN COST ESTIMATE (RECONCILIATION)

Once 100% construction documents are issued, after GMP but before mobilization, our estimators review the drawings to revisit all detailed takeoffs for self-perform trades. The pricing is adjusted and tracked based on additions and deletions. Subcontractors also adjust their pricing after reviewing more detailed drawings. Cost savings are returned to contingency.

Wharton-Smith is comfortable providing a GMP at any design milestone. We will work with you to determine that the project schedule may allow the bidding of some trades (electrical, I&C, programming) to wait until the 90% or 100% design milestone. The benefit of this is that you have less unknowns, less risk of scope change, and less risk of cost escalation. Together, we will make decisions that best benefit the project from a cost and schedule perspective.

Wharton-Smith's Recent Examples of Cost Certainty



Wharton-Smith has provided design-build and CMAR services on several recent projects in which cost certainty was a critical component of the project.

It is a challenge to provide accurate cost estimates at early design milestones with limited information. Our self-performance experience enables us to accurately price what isn't yet shown.

Our track record is outstanding in providing high-level “conceptual” pricing. As seen in the chart to the left, the pricing provided in the early conceptual stages did not vary greatly from the final GMP price. **This is known as Cost Certainty!**

SCHEDULE MANAGEMENT

The project schedules that you receive from Wharton-Smith + Mott MacDonald will be created by people who have spent years or decades designing projects, pouring concrete, installing pipe, and managing wastewater projects.

The Hastings WWTP Phase III Improvements project will only be successful with an accurate and useful CPM schedule. Identification of the critical path, milestone activities, and other important time limitations will be impossible without an effective schedule. Coordination of concurrent work in several process structures is also made easier with a comprehensive schedule that incorporates shop drawings, permitting, and material fabrication in addition to the construction activities themselves. We believe much of the construction work will be concurrent activities with phased sequencing to ensure treatment at all times. **For example, it would not be prudent to show restoration of the surge tank concurrent with rehabilitation of the secondary clarifiers. This thought process and understanding of “how long” and “when” construction of each unit process should occur to minimize any downtime and maintain compliance is something we excel at.**

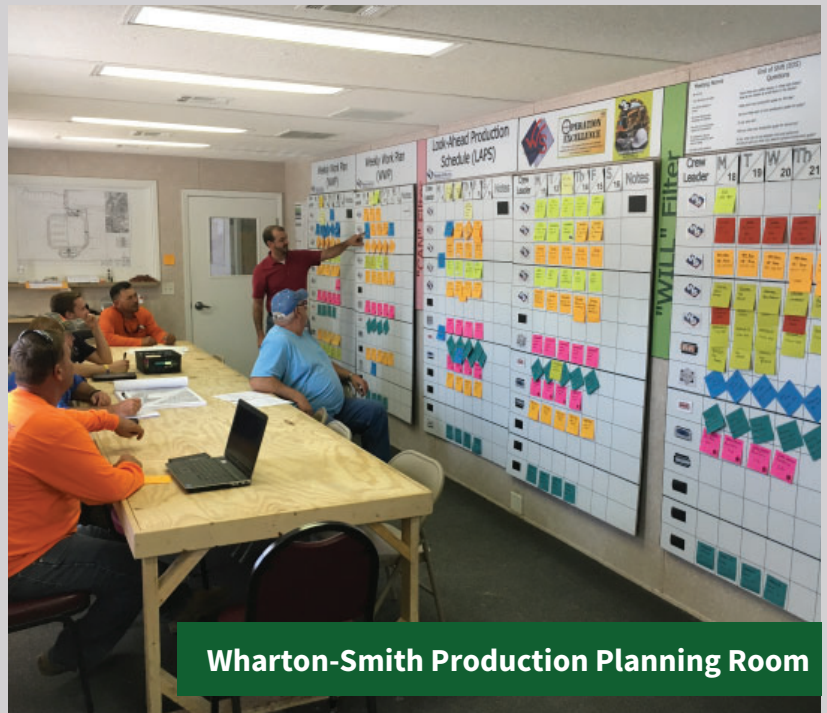
Wharton-Smith utilizes Primavera© P6 software for computer generated project CPM scheduling. Our proposed project manager, Matthew Peterson, has more than 14 years’ experience creating P6 schedules and then building those projects and will lead these efforts.

Production Planning = Proven Success!

A successful schedule management program must be implemented throughout the life-cycle of the project from pre-construction/design through startup and commissioning. Wharton-Smith’s program is successful because we have a tried-and-true process that integrates our design consultant (Mott MacDonald) and owner (SJCUD). As the project transitions to construction, early planning is a critical step for all field activities. In these meetings, our goal is to reach a common understanding with our subcontractors and suppliers regarding project requirements for:

- Wharton-Smith’s expectations for aesthetic quality
- Conformance with SJCUD’s quality standards

We employ a production planning system to ensure high-quality execution. Production planning is a process of identifying critical activities of work six weeks in advance. All activities are tracked on the planning room white board. Critical items are completed “right” the first time. This approach netted great results on the Players Club WRF that allowed startup of the plant 5 months ahead of schedule. We plan to use this same approach for the Hastings WWTP.



Wharton-Smith Production Planning Room

THE CPM SCHEDULE: CREATING SUCCESS THROUGH COLLABORATION AND OWNER INTEGRATION

A tool becomes much more than a piece of metal when used by a trained craftsman. It becomes an instrument to truly create something. When done properly, the project schedule should do much more than simply forecast success or failure. The schedule should serve a major role in creating the outcome. Our approach has not changed from our other projects with the County. We will collaborate with County management and operations staff to develop a schedule that fits within your operational constraints and anticipates other schedule impacts.

RISK MANAGEMENT

Wharton-Smith + Mott MacDonald will employ a risk register program as a tool to help identify, prioritize, and mitigate project risks. Our team has already begun this process as outlined in **Table 5-1**. For example –NOT meeting the County’s budget is a risk with lower likelihood (1 - we will continually perform cost estimates; initial workshops and evaluations to stay “on-track”); has a high degree of cost impact if not met (5); and minimal impact to schedule (2) with a total impact of 10. Factors that influence that risk and how our team plans to address mitigating the risk are also outlined. Similarly, reuse of the existing structures, while can be beneficial from a cost perspective, can also bring forth risks of the unknown condition of structures and equipment. Should the plan hinge on reuse of existing structures (such as the biological treatment tank for similar use) and it is determined that during construction the condition of the structure is worse than estimated, this will impact to a larger degree both your cost and your schedule to address. Knowing your project’s risks and development of a register similar to below provides agreement on project contingencies that are estimated in the GMP. Therefore, as we reduce/mitigate risks we reduce costs!

Table 5-1: HASTINGS PHASE III RISK REGISTER (EXCERPT)						
(Likelihood) X (Cost Impact) X (Schedule Impact) = Total Impact						
RISK/ CHALLENGE	1= Least Likely, 5= Most Likely				INFLUENCING FACTORS <i>(What are the various factors that can increase or decrease the risk?)</i>	MITIGATION ACTION <i>(What can we do as a team to reduce or eliminate the risk of added cost or schedule?)</i>
	Likelihood (1-5)	Cost Impact (1-5)	Schedule Impact (1-5)	Total Impact		
Exceeding Project Budget (\$5.2M)	1	5	2	10	<ul style="list-style-type: none"> Required level of redundancy Recommended ADF and PHF of plant Alternatives analysis (headworks, third clarifier, etc.) 	Within the first three months the project team will collaborate with the County to determine options being considered and then present cost data so that choices can be made “a la carte”
Unknowns Related to Modification of Existing Facilities	3	4	5	60	<ul style="list-style-type: none"> Condition of existing structures Can we reuse existing equipment? Ability to shutdown/ bypass 	Early assessment of current condition, expected longevity, and functionality of existing structures and equipment with consideration to new processes will determine what can be salvaged and what must be replaced
Maintenance of Plant Operations	4	2	4	32	<ul style="list-style-type: none"> Wet weather capacity effluent permit limits Allowable outages of unit processes 	Proactive planning by the project team will prepare us for rain “spikes” as well as severe events like hurricanes. Coordination with operations staff will determine how we access existing structures, for tie-in or rehab, while maintaining plant operations

SAFE EXECUTION

At Wharton-Smith, our first priority is that our employees get to go home safely to their families every night. We understand that this isn’t possible without making safety a company-wide effort. Safety is everyone’s job! Outlined below are several tools which our comprehensive safety program uses to ensure safety compliance on all jobsites. Additionally, Wharton-Smith employs nine full-time safety personnel that visit jobsites and perform safety inspections as their full time duties. Your project site will be visited by these dedicated personnel at least twice monthly and are checked for compliance with both OSHA and Wharton-Smith standards.



- TRAINING** — All of our personnel are OSHA certified as competent persons in areas of jobsite safety. We also provide this training to our subcontractors.
- SUBCONTRACTOR SELECTION** — The qualified bidders list must be comprised of proven safety performers.
- SITE SPECIFIC SAFETY PLAN** — Wharton-Smith will submit to the County for approval a site specific safety plan in which we outline our plan for all areas of safety.
- INSPECTIONS** — Our superintendents perform daily documented safety inspections on scaffolding, confined spaces, and trenching. Each project is also inspected by our safety department bi-weekly.
- MEETINGS** — Our superintendents hold a safety task assignment (STA) meeting with our employees every morning to review potential dangers and we hold weekly “toolbox” safety meetings for all personnel on-site.

TAB 6: Project Understanding & Delivery

SECTION 6: PROJECT UNDERSTANDING AND DELIVERY

PROJECT UNDERSTANDING

In 2018, SJCUD incorporated the Town of Hastings water and wastewater systems, which includes one WWTP, an existing advanced secondary treatment facility with an ADF of 0.12 mgd but experiences peak hour flows upwards of 5 to 6 times ADF. These peak flows are attributed to I&I contribution. As part of the CDBG-DR funding, St. Johns County aims to reduce the I&I contribution as well as upgrade both capacity and resiliency of the plant. Our team understands the importance of **maintaining WWTP operations during construction as well as implementing cost-effective strategies, equipment, and materials for the recommended improvements; these are the constant focus of our team throughout the design process.** We are prepared to address each project challenge head-on and will now describe some key project components, ideas for consideration, and schedule impacts in further detail.

PROJECT-SPECIFIC CHALLENGES AND CREATIVE SOLUTIONS

Site considerations to minimize flooding concerns – A primary goal of this project is to protect critical WWTP equipment and electrical components from flooding as was experienced during Hurricanes Matthew and Irma. The WWTP site lies directly in Flood Zone X and therefore does not have a base flood elevation. Furthermore, based on a review of the SRESP Storm Tide Atlas for St. Johns County, the inundation depths from a storm surge can be seen at a Cat 2, with the storm surge reaching an elevation of about 6.98 feet at the site. Any proposed site grading will be designed to achieve a goal of minimizing potential for structural flooding, to the extent practical. The St. Johns County Land Development Code Section 6.04.06 H 1. requires finished floor elevations (FFE) to be a minimum 1-foot above the FEMA 100-year minimum elevation in a flood hazard area.

Based on the existing survey of the site, structure and equipment elevations range from 4.9 to 6.8 ft, with the existing operations building at FFE of 7.5 ft. Ideally all electrical and/or equipment should be installed at elevation 7.98 feet (1 foot above the Cat 2 storm surge).

The Wharton-Smith team will evaluate existing and proposed equipment for criticality and flood risk, and provide options, with cost impacts, so that together we can determine the appropriate degree of flood protection.

Plant hydraulics – New process structures can affect the hydraulic profile, causing cascading cost effects on other process structures. A new elevated headworks would allow proposed downstream structures to be more easily incorporated. Options for balancing the differences in wall heights between the new treatment train and the existing include having the new tank bottom at an elevation below grade and/or the use of a splitter box upstream of both basins. The use of adjustable weir gates in the splitter box will allow for both level control and flow proportioning between the existing and new basin. Alternatively, in lieu of a splitter box and weir gates, plug valves with dedicated surge pumps to each treatment train (with piping interconnects) allows for incorporation of varying tank configurations and heights at potentially a more cost-effective manner than a new splitter box.

Rehabilitation and restoration of existing structures – We visually observed that the concrete structures are in reasonable condition. Therefore, we do not anticipate any excessive concrete restoration. One structure that may require more significant restoration is the in-plant drain pump station, as typically the wet well will deteriorate if not lined. Mott MacDonald's structural team will work in concert with Wharton-Smith to assess the condition of each existing concrete tank, identify and expose any concerns, consider life-cycle maintenance costs when selecting materials and methods, and develop a plan focusing on restoration and reuse of structures. Reuse of existing tanks with the addition of minimal repairs and restoration will likely be the most cost-effective approach, if possible. Our initial restoration implementation plan will focus on: taking each tank off-line and clean to remove debris, grit, and trash; performing visual inspections of the tank using ACI guidelines; performing high-pressure water jetting to remove loose, spalling, and deteriorated concrete; ensuring the existing prepped concrete surface meets required criteria; and applying new surface coating to the rehabilitated concrete walls. At a minimum, the new surface coating should extend from 3 feet below the lowest operating water level inside the tank to the top of the concrete walls.

Electrical and I&C upgrades – David Lassetter is a highly experienced and trusted partner with the County who provides quantifiable value throughout all phases of the project. Mr. Lassetter is known for identifying cost-effective and efficient ways of meeting the County's requirements. We feel confident he is the right electrical lead to tackle a plant like Hastings, with many electrical and I&C deficiencies. From his initial site visit, he immediately noticed that the existing electrical service to the plant is provided by FPL from a pole-mounted 240/120V, three-phase open delta transformer bank. This will need to be upgraded by FPL to provide full three-phase wye service. It is recommended that SJCUD discuss this with FPL as soon as feasible to confirm how, when, and the costs associated with this upgrade.

The ampacity of the existing service is 400 amps, and the service entrance conductors are overhead from the transformer pole to the service meter on the side of the operations building. Unfortunately, the type and size of this existing service will not support the required plant upgrades.

Electrical and I&C upgrades (continued) – FPL permits a maximum motor size of 20 HP on an open delta bank, but the existing plant blower motors are 25 HP. Therefore, the existing plant electrical service type is presently not in-compliance with the latest FPL service standards. The existing electrical power distribution equipment consists of a Square-D Model 5 motor control center (MCC), which was discontinued by the manufacturer in 1992. For this reason, modifications and expansions of the existing power distribution equipment to support the required plant upgrades will not be feasible.

A new 480Y/277V, three-phase underground electrical service from a new FPL pad-mounted transformer is proposed for the plant upgrades. New electrical service entrance equipment and power distribution equipment could be located inside a new climate controlled electrical building. 480V, three-phase power will be provided from the new electrical building to serve the remaining existing plant loads. Where feasible, existing plant loads such as the aeration blowers will be reconnected from 240V to 480V. A stepdown transformer bank and 240/120V open delta power distribution panel will be provided in the new electrical building to service the remaining existing plant loads.

Standby power to the existing treatment plant is provided from a 125 KW standby generator, connected for 240/120V, three-phase output, and is insufficient for plant upgrades even if rewired to provide 480V, three-phase power. Instead, a new 480V, three-phase standby generator is proposed for the new and existing plant standby power loads.

As a potential cost savings, SJCUD could consider relocating Innlet Beach WWTP’s existing standby generator and fuel storage tank if the new standby power demand is determined to be less than 200 KW.

A new I&C panel with Motorola Ace 3600 PLC will be provided in the new electrical building. The new PLC panel will be connected to monitor the new and existing plant equipment. A new VTScada workstation will be provided at the plant for local monitoring and control, and the new plant PLC will be network connected to the existing SJCUD master SCADA system. Fiber optic Ethernet network communication cable will be provided from the new PLC panel in the electrical building to the VTScada workstation in the operations building.

FDEP permitting and compliance with CDBG requirements – Selection of a team who clearly understanding the permitting and CDBG-DR contractual requirements is instrumental to the project’s success. Failure to understand what is required by FDEP and DEO could result in schedule loss, or in extreme cases, loss of project funding. In preparation of this RFQ, Ms. Samel discussed the permitting process with Jeff Martin at FDEP to gather insight into the likelihood of water quality studies if the ADF increases, whether he foresees any anticipated permit changes, and how the plant will be permitted, particularly in being a design-build project.

Based on Mr. Martin’s feedback, the team would need to submit a project that is built in phases (should we want to release portions of the project on “early-out or in-stages” to expedite schedule. The first key is to determine the new plant limitations (concentration, mass load) and the discharge flow rates, and how the treatment units will meet the more stringent limits, if required. FDEP was hesitant on how quickly the process could occur for any permitted flow increase. The WWTP upgrade documents provided to FDEP would need to provide enough detail (tank capacities, organic loading, hydraulic loading) to provide reasonable assurance that the design will meet the needed limitations. The team plans to submit the 60% plans and specifications for FDEP approval, which will include all the required information for them to grant a permit.

Mott MacDonald is well-versed in project execution using CDBG funds as exemplified in Section 4. Our team has also reviewed the CDBG-DR Exhibits A and B in the RFQ in preparation of our workplan. Our approach and schedule provide time for the required DEO and FDEP reviews and approval. The Wharton-Smith team is also familiar with compliance of all the federal requirements outlined in Exhibit A, including Davis-Bacon Act. These same requirements were also required by Wharton-Smith on the recently completed Players Club WRF.

DECISION METHODS TO OPTIMIZE SERVICE LIFE

Our first and most critical task on the project is to present to the County, for consideration, the various options at each process unit. There is much that can be done to increase the WWTP redundancy and reliability. During our multiple visits to the plant, in discussions with your staff, and in generally knowing your preferences for equipment and processes, we have developed BNR options for initial consideration. We will focus our kickoff and multiple process evaluation workshops to present options which best fit into your overall budget, look creatively at ways to implement the County’s priority improvements, and outline each option’s risks, costs, and benefits so a complete rehabilitation and upgrade plan is developed. How the team addresses the required BNR options is a critical path component that must be agreed upon early.

Mott MacDonald performed BioWin modeling on the data provided in the RFQ. Tank volumes in the existing basin are inadequate for pre-anoxic requirements and highly oversized for the reaeration zone. The existing tank lacks redundancy and only includes one post-anoxic zone. In addition, based on our modeling results even if one side of the existing treatment train were able to be isolated and using the surge tank, we could not get the BioWin model to be able to treat 0.12 mgd. More in-depth modeling will be performed by Mott MacDonald to verify volumes based on the treatment process selected and the desired effluent quality. Alum is not currently used, provisions should be incorporated to add alum if necessary and it will be required to meet 1 mg/L for public access reuse or if the outfall capacity is increased above 0.12 mgd.

Our team will follow a systematic approach to evaluating all process units to identify the optimum option(s) based on specific considerations as identified by SJCUD and the Wharton-Smith team. For example, to evaluate the BNR options, we will use a process flow similar to this, which will result in an evaluation matrix similar to that show in **Table 6-1**.

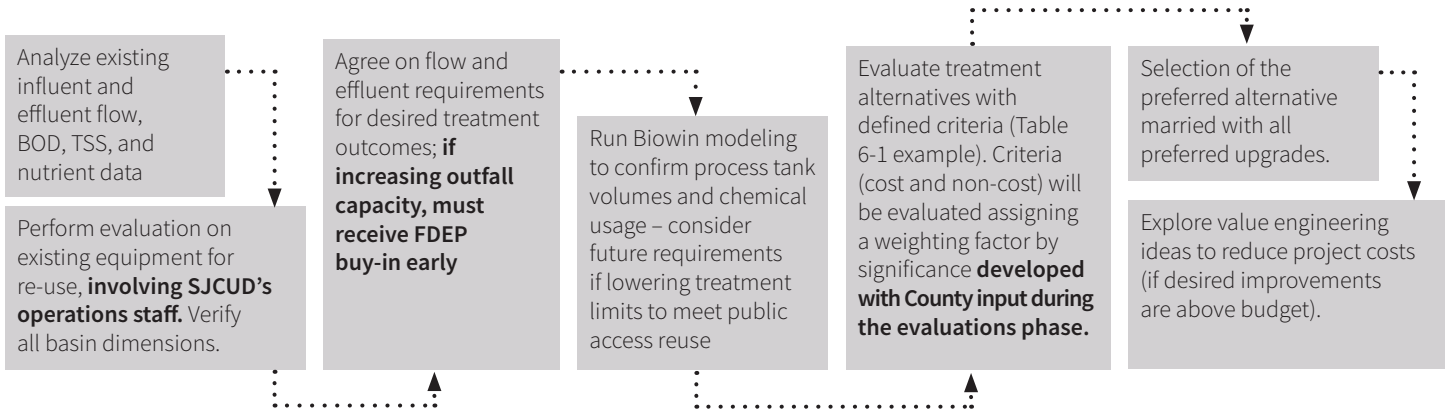


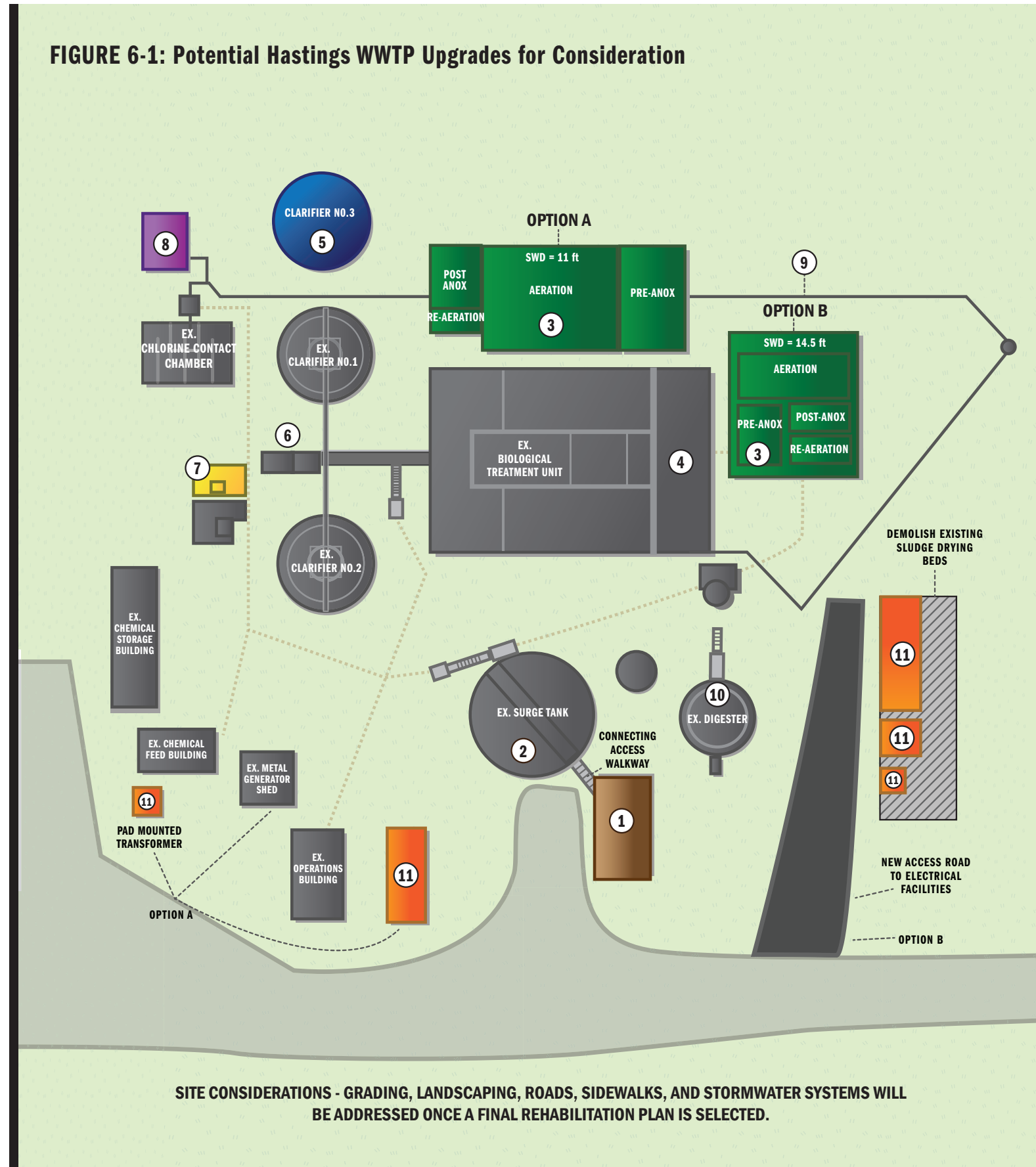
TABLE 6-1: SAMPLE EVALUATION MATRIX FOR BNR TREATMENT

	Options for BNR Treatment	Location Considerations	Process Considerations	Cost Considerations	Benefits
OPTION A	New 0.12 mgd 4-stage BNR treatment train	Common wall construction is complicated by the need to construct water-tight joints between old and new. Vertical joint is also out of plane with horizontal joint due to 2.5' projection of slab beyond wall line. Differential settlement between old and new construction is likely unless soils have exceptionally good bearing capacity. Building an independent structure immediately adjacent to existing basin is likely a better choice long-term. Connecting a walkway between basins can be easily accommodated for operations staff.	<ul style="list-style-type: none"> ✓ Diffused air is more efficient with side wall depths (SWD) greater than 14' ✓ Surface aerators have less capital cost and may have lower life cycle costs at SWD of 11' ✓ Initial Biowin modeling required internal recycle pumps for TN of 4.9 mg/L and below ✓ Provisions needed for alum feed and storage especially if limit for TP drops to 1 mg/L 	<p>💰💰</p> <p>A significant portion of budget will be required for a new treatment train.</p>	<ul style="list-style-type: none"> ✓ Most cost-effective option if paired with minimal improvements to existing tank and if maintaining SWD of 11' ✓ Maximizes use of existing structures; lessens the amount of new concrete or rehab work required ✓ More risks associated with potential cost and schedule changes if any significant retrofit of existing tank is pursued due to unknowns that cannot be quantified until the tank is off-line ✓ Meets redundancy requirements
	Rehabilitation of existing treatment train <i>(Question: Does the County want to modify existing basin to match more closely required process volumes required?)</i>	Use of existing tank in current configuration with minimal modifications will allow money to be spent on other desired improvements.	<ul style="list-style-type: none"> ✓ Existing tank SWD is low 11' results in less energy efficiency for diffused air. If decision to pursue extensive rehabilitation of existing train – consider surface aerators ✓ Add isolation gates to zones where feasible 	<p>💰💰💰💰</p> <p>Increased costs if existing walls are removed and reconfiguration of the process flow to adjust volumes by zone; also this will require new equipment.</p> <p>💰💰</p> <p>Lower cost if existing train is not significantly modified to adjust configuration.</p>	
OPTION B	New 4-stage BNR treatment trains with repurpose of existing treatment train <i>(i.e. future reclaimed water storage or additional surge capacity)</i>	More space required for a completely new dual train treatment basin.	<ul style="list-style-type: none"> ✓ Allows standardization on process arrangements like other County plants – diffused aeration; 14'+ SWD; and centrifugal blowers ✓ Likely lower costs related to operational and chemical usage 	<p>💰💰💰💰</p> <p>A more significant portion of the overall budget will be required if an entirely new treatment basin and equipment and no reuse of existing basin for treatment.</p>	<ul style="list-style-type: none"> ✓ Higher capital cost with more concrete and equipment than Option A ✓ Potential for lower life-cycle costs with great efficiency equipment in a completely new structure ✓ Lower risks associated with unknowns of reuse of the existing tank to meet permit limits ✓ Meets redundancy and reliability requirements

Figure 6-1 is a drawing of the plant outlining some of our team's initial thoughts and ideas for consideration by the team. These concepts as well as others brought forth by the County will be evaluated early on to develop a comprehensive improvements plan.

- 1..... **New Screening & Grit Removal Structure** – Consider static screen with compactor and SS vortex grit removal system. Ideally located adjacent to surge tank; consider a walkway across new structure to the surge tank for ease of O&M (\$\$\$). A lower cost option is to replace existing static screen in current location (\$). Use of a band screen like other County WRFs is likely cost prohibitive and not typical for this size WWTP. Add a new influent flow meter to continuously monitor flow into the plant (\$).
- 2..... **Surge Tank** – Clean, refurbish, and coat the prestressed concrete tank to extend useful life; address safety concerns related to guardrail and platforms (\$\$). Upgrade pumping system to BNR tank(s); consider submersible pumps of varying capacity or VFDs, dry-pit pumps are more costly but will be easier to access and maintain and can be considered (\$). Depending on final hydraulics, new pumps can pump directly to each process basin and avoid a new splitter box.
- 3..... **New BNR Train(s)** – Refer to process write-up in the approach. A new BNR train can be located either adjacent to the existing treatment train (within 5 feet to avoid the bottom footer and for ease of construction - Option A). Option A's location will encroach into the old polishing ponds. Gathering geotechnical data early to determine the foundation preparation requirements will be important to locating the structure for cost-effectiveness. Another option for the new BNR train is east of the existing train (Option B) with a configuration that optimizes the required tank volumes. For either tank location, considerations must be made in terms of hydraulics from the surge tank, tank dimensions and SWD, and the type of aeration equipment selected (\$\$\$). Footprints shown are reflected of volumes determined by initial Biowin modeling performed by Mott MacDonald.
- 4..... **Modification of Existing BNR Trains** – Refer to process write-up in the approach. Mott MacDonald will perform an equipment and structural evaluation early to determine the extent that the structure and its equipment can be reused. Depending on input from the County, modifications can range from minimal improvements (installation of isolation gates and tank coatings) to more significant retrofit with demolition and construction of new walls and new equipment (\$ to \$\$\$).
- 5..... **Secondary Clarifiers** – Based on the age of equipment and visual observations, the clarifier mechanisms need replacement and tank walls and trough should be coated (\$\$). The County can consider the addition of a third clarifier, however with two clarifiers you meet 10 State Standards. Furthermore, one clarifier in service at 75 % of peak flow results in a SOR of 915 gpd/ft² and with both clarifiers in service at peak flow an SOR of 688 gpd/ft². A third clarifier will provide complexity with the hydraulics related to the existing splitter box, RAS/WAS pumping, and BNR flow split (\$\$\$). Wharton-Smith's Robert Lightsey estimates 2 weeks to take a clarifier off-line, clean it, coat, and install new equipment. Should a third clarifier not be built, a plan to ensure this work happens quickly, efficiently, and to reduce peak flows to the existing clarifier below 75% of 0.6 MGD will be developed by the team.
- 6..... **RAS/WAS Pumping and Splitter Box** – RAS/WAS pumps need to be replaced, flow meters likely will be replaced. Splitter box configuration and replacement of telescoping valves and gates are recommended. Should a third clarifier be considered, an entirely new splitter box structure and arrangement may be required or considered (\$\$\$).
- 7..... **Effluent Filters** – Replace existing filter with Aqua mini-disk which can include two to six disks to handle average daily to peak flows (0.1 MGD per disk) (\$\$). Should the County implement public access reuse requirements – either a second filter or a filter meeting 75% capacity with one disk out-of-service will be required. Filters are needed to meet the low BOD requirement by permit.
- 8..... **Chlorine Contact Tank** – Minimal improvements besides possibly concrete restoration with coatings if the County continues with basic level disinfection (\$). Should the County implement public access reuse requirements, additional CT to meet 60 minutes will be required either onsite (with a new tank), or through meeting CT in the discharge pipeline to the reuse discharge location (\$\$). Replace existing effluent flow meter to continuously monitor flow out of the plant (\$).
- 9..... **8-inch Effluent Outfall Piping** – If the new BNR tank is constructed in this area, it will require permanent re-routing of the outfall piping. The team will develop a bypass plan should this be required to construct the new piping quickly and minimize any required pumping.
- 10..... **Digester** - Clean, refurbish, and coat tank to extend useful life; consider new digester volume as part of the construction with new treatment train.
- 11..... **Electrical** – Refer to the electrical write-up in the approach. Considerations need to be made early for the new best location of the electrical building, pad mounted transformer, and generator to support existing and new loads. Option B is beneficial to locate new electrical closest to the highest loads (i.e aeration system blowers).

FIGURE 6-1: Potential Hastings WWTP Upgrades for Consideration



OUR MANAGEMENT APPROACH IS ALIGNED FOR SUCCESS

One of the primary premises of design-build implementation is the ability of the owner, engineer, and contractor's team to collaborate and creatively analyze solutions to problems from the start. With a firm overall project budget of \$5.2 million, the Wharton-Smith team is keenly aware of structuring and resourcing for success to meet that budgetary goal as well as the required completion date. Fundamental to a successful project is the team's leadership and having a clear plan of execution for each major project milestone. The Wharton-Smith team will be led by Nate Hillard, who routinely serves in this role for similar projects and is ultimately responsible for proactively managing the project schedule and budget. "Married" to him, with an equal sense of responsibility and ownership, is our design consultants' project manager, Leslie Samel. Ms. Samel brings an outstanding track record of successful wastewater project experiences with SJCUD as well as with many clients across the Southeast. Having executed over 30 SJCUD projects, she knows your staff across all levels, your standards and preferences, and the challenging demands that this project faces in meeting tight design and construction deadlines for funding. Our leadership will continue through to a successful construction and startup phase under the leadership of Matt Peterson. Mr. Peterson will be involved in all phases of the project and will drive the schedule and production efforts during the construction phase to meet the March 31, 2023, deadline. Our team's management is strong and proven and will lead SJCUD and the Wharton-Smith team through these critical initial activities to define the project scope.

1 *Evaluate process treatment alternatives and gain early buy-in on permitting strategy*

The team must establish early-on if an increase in ADF through the outfall is possible. An ADF of 0.175 mgd is possible with reduced TN and TP limits of 3 mg/L and 1 mg/L, respectively, with the same mass loading. In talking with FDEP's Jeff Martin, it was noted that the "County will want to hold the line on mass load limits and address NNC and biology of the receiving streams, which would be an increase hydraulically to the streams." Furthermore, if the flow is increased, a WQBEL study could be required, which would make it very difficult, if not impossible, to maintain the established completion date. **The team must agree on ADF, PHF, and final effluent limits with FDEP to define what process options are available and can be implemented cost-effectively. Similarly, if the County wishes to enhance the WWTP processes to meet public access reuse guidelines, many of the unit processes will need upgrades, which must be quantified at the beginning.**

2 *Owner integration and early identification of non-negotiable project components*

It's important for the County's operations and engineering staff to establish at the kickoff meeting your goals and priorities, the basis by which you plan to make decisions, the components or type of equipment that must be part of the project, and other driving factors for you to consider the project a success. This garners owner integration and buy-in from start, which is also a basic premise and benefit of the design-build delivery method.

3 *Incorporation of cost-effective and creative measures to save \$\$ and improve schedule*

We will explore value engineering and creative brainstorming throughout the project for use of alternative materials, construction methods, and products for more timely construction. Our team already has a proven track-record through our work on the Players Club WRF, where we quickly developed a more cost-effective value engineering solution to constructing the BNR tank. We will explore similar concepts for the new treatment basin and rehabilitation of the existing structures for the Hastings WWTP upgrades.

4 *Detailed and reliable costing of options to make informed decisions*

Wharton-Smith's ability to provide detailed and accurate costs is especially important early-on so that informed decisions can be made. For this reason, we have included lead estimator Sean White to lead and develop accurate estimates during all phases of work. Since the electrical and I&C components typically account for more than 15% of the construction budget, accurately quantifying those costs early will reduce risk of budgetary uncertainty in later phases of work. Cogburn Electric, who has a long-standing working history with our team, will lead these efforts.

QUALITY ASSURANCE AND QUALITY CONTROL

Wharton-Smith, Mott MacDonald, and David Lassetter share a similar philosophy in how we work with our clients, the vigor in which we approach projects, and our continual emphasis to always deliver high-quality results that meet schedule and budget requirements. A successful QA/QC program must be comprehensive and implemented throughout the project's lifecycle. Our approach combines management, people, and procedures to deliver exceptional products and services.

QC reviews and meetings – All design work will be independently checked as it is produced and before use in the next phase of the project. Interdisciplinary cross-checking of plans and specifications will be performed, including senior-level review, calculation checks, and cost estimate reviews. Scheduled QC review meetings will be conducted both internally and with SJCUD at major milestones to make decisions on available options for implementation and solutions to challenges. **Due to the critical nature of the schedule, we recommend full-day review workshops with SJCUD staff and our team for sufficient time to make informed decisions.**

This process was used during the Players Club WRF design phase and allowed for focused attention by SJCUD operations, SCADA, management, and engineering teams.

Constructability reviews – When working to construct improvements within an active plant, it is critical to conduct constructability reviews and develop a clear sequence of construction to maintain existing plant operations. One benefit of completing this project through design-build is that it allows Wharton-Smith's experienced construction team to provide input and help develop options from the start in a cost-effective and efficient manner of construction, while meeting SJCUD's objectives and without sacrificing quality. **Development of clear phasing plans (with input from County operations) will be critical to determine when rehabilitation of the existing surge tank and/or existing biological nutrient tank can occur to minimize plant disruptions.**

Our team takes QA/QC seriously and makes it a point to continually improve, incorporate previous project's lessons learned, and strive for the best results possible. When a challenge arises we will promptly bring it to your attention and discuss the best manner to address the problem that meets the plant's operational requirements as well as balances the budgetary and schedule constraints on the project.

ABILITY TO EXPEDITE AND MEET SCHEDULES

One factor that we know SJCUD weighs heavily when evaluating a consultant's and contractor's performance is their ability to prepare an accurate schedule, actively monitor it, and ultimately meet the established project schedule. This is even more critical for the Hastings Phase III WWTP project with an established CDBG completion date.

We are keenly aware of the schedule constraints that require the design, permitting, and construction phases to be completed by March 31, 2023. To meet this schedule, it will require team work by all parties. During the pre-construction phase, the team will need to focus on deciding which improvements to implement, taking into consideration the costs, O&M benefits, and schedule requirements of each. Construction phasing plans will be developed during the design phase with MOPO in-mind. As a GMP is established, the construction team will focus on procurement of equipment and qualified subcontractors to construct improvements and allow enough time for troubleshooting during the startup phase.

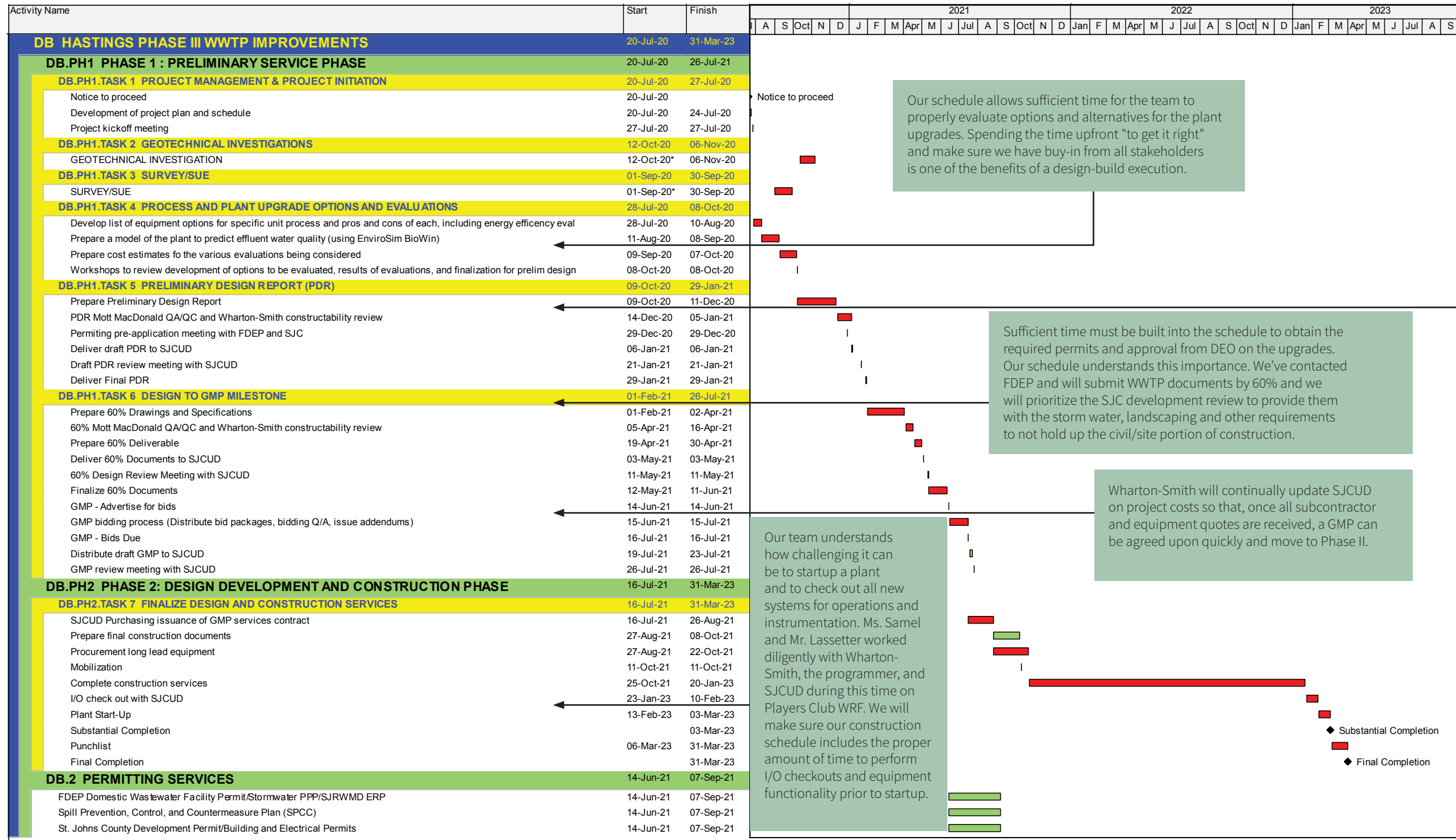
Both Wharton-Smith and Mott MacDonald have a proud history of consistently meeting (oftentimes beating) our client's project schedules, with the Players Club WRF as a prime example. We also have a CLEAR understanding of the CDBG process requirements and have successfully managed and completed a number of WWTP upgrades throughout Florida that were funded by this DEO/HUD grant.

Wharton-Smith uses P6 software to create and manage project schedules. Updates on the project schedules will be discussed at all project progress meetings as well as on a weekly basis during construction with SJCUD to assure timely project completion. Figure 6-2 presents a detailed project schedule with tasks summaries to execute the project.



THE WHARTON-SMITH TEAM IS THE "RIGHT" TEAM FOR THIS PROJECT. We will deliver the project on time, and we have proven to be a trusted partner who listens to you and your operations staff and understands your design preferences. We are committing our best leadership and technical expertise to effectively and efficiently guide you through alternatives evaluation, design, and construction while meeting your overall \$5.2M budgetary requirements.

Figure 6-2: Proposed Hastings Phase III WWTP Implementation Schedule



Our schedule allows sufficient time for the team to properly evaluate options and alternatives for the plant upgrades. Spending the time upfront "to get it right" and make sure we have buy-in from all stakeholders is one of the benefits of a design-build execution.

Sufficient time must be built into the schedule to obtain the required permits and approval from DEO on the upgrades. Our schedule understands this importance. We've contacted FDEP and will submit WWTP documents by 60% and we will prioritize the SJC development review to provide them with the storm water, landscaping and other requirements to not hold up the civil/site portion of construction.

Wharton-Smith will continually update SJCUD on project costs so that, once all subcontractor and equipment quotes are received, a GMP can be agreed upon quickly and move to Phase II.

Our team understands how challenging it can be to startup a plant and to check out all new systems for operations and instrumentation. Ms. Samel and Mr. Lassetter worked diligently with Wharton-Smith, the programmer, and SJCUD during this time on Players Club WRF. We will make sure our construction schedule includes the proper amount of time to perform I/O checkouts and equipment functionality prior to startup.

- The PDR will serve as the basis of design and will include:
- Preliminary site layout showing approximate structure location, landscaping, grading, drainage, roadways, and demolition
 - Final design criteria parameters (by discipline and by process)
 - Process design calculations
 - Preliminary hydraulic profile to size process pipe and set weir and structure elevations
 - Preliminary layout of equipment and structures for each new or rehabilitated treatment process
 - Yard-piping layout
 - Design criteria for new structures and determine appropriate design codes based upon the geotechnical report
 - Preliminary P&ID and single line electrical diagrams
 - Updated schedule
 - Preliminary opinion of probable capital construction cost - initial guaranteed maximum price (GMP)
 - Pre-application meetings with regulatory agencies

TAB 7: Personnel Qualifications & Team Approach

SECTION 7: PERSONNEL QUALIFICATIONS & TEAM APPROACH

A successful project begins with having the *right* team, with technical and construction staff allocated correctly. The Wharton-Smith team offers just that for the Hastings Phase III WWTP Improvements project. Our team has been assembled for its strengths with similar WWTP design and construction experience and direct previous experiences with SJCUD staff and protocols, which will prove invaluable for this project.

Wharton-Smith is headquartered in Sanford, just south of St. Johns County, and offers the full spectrum of services and capacity of resources in-house that will be necessary to serve SJCUD's every need for this project. Wharton-Smith will lead all construction efforts and will include familiar team members in similar roles as the Players Club WRF project including construction project manager Matthew Peterson as well as Robert Lightsey, who will assist with constructability of options during the pre-construction phase of the project.

Mott MacDonald is a global architecture/engineering power house that specializes in the water industry, with a local office in Jacksonville. Engineering will be led by Mott MacDonald with an all in-house engineering staff with the exception of David Lassetter (for electrical and I&C). This exact design team executed the design of the Players Club WRF and provides you with a cohesive team who already knows each other as well as the County's team.

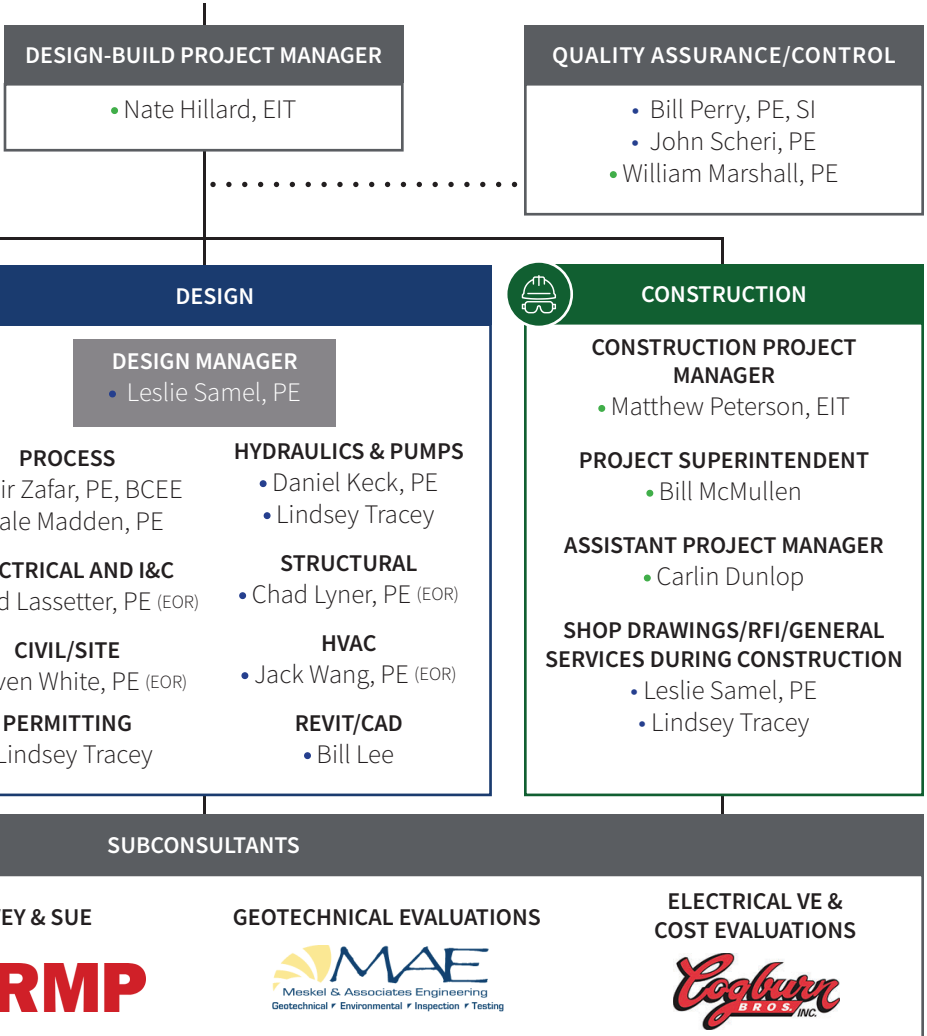
We are a proven team who has shown you our abilities to meet demanding deadlines and leave you with a quality-focused upgraded plant that everyone is proud of! We are excited to again be able to serve you for this important project. Our complete team is reflected in our organization chart below.

ORGANIZATIONAL CHART

Color key:

- Wharton-Smith
- Mott MacDonald
- Subconsultant

ST JOHNS COUNTY UTILITY DEPARTMENT



FIRMS' RELEVANT DATA & PRIMARY OFFICE LOCATION

WHARTON-SMITH

Primary project office

750 Monroe Road, Sanford, FL 32771 (Headquarters)

Years in business

36 years, founded in April 1984

Size of firm

600+ construction professionals

MOTT MACDONALD

Primary project office

10245 Centurion Pkwy N, Ste 320, Jacksonville, FL 32256

Years in business

50 years, incorporated in Florida in June 1970

Size of firm

16,000 A/E professionals worldwide, 143 in Florida

*All subconsultants
are located in
Jacksonville, FL*

SUBCONSULTANTS

Our commitment to local subconsultants and MWBE/WBE/DBE businesses to assist in the completion of the project and enhance the proposed Wharton-Smith + Mott MacDonald design-build team is extremely important. We propose four key subconsultants, all of which have worked with SJCUD, Wharton-Smith, or Mott MacDonald on past projects. These subconsultants will be an integral part of the team and a brief description of their roles are described below.



MESKEL & ASSOCIATES ENGINEERING

MAE is a qualified local WBE and DBE geotechnical firm with experience in many different project types including geotechnical site explorations and preparing foundation design recommendations. MAE has experience in analysis and design of shallow and deep foundation

systems, performing groundwater baseflow analysis for dewatering programs and wetland impact studies, preparation of ground modification procedures for problematic sites, and analysis of engineered slopes, retaining walls, pavement sections, and earthen dams. **MAE was also responsible for similar geotechnical investigations for SJCUD's Players Club WRF.**



DRMP

DRMP will complete any additional survey efforts and perform detailed subsurface utility explorations (SUE) for the project. Surveying and mapping is the foundation of any successful design and construction project. Having accurate survey and information on critical subsurface piping and duct bank locations will be critical. DRMP is one of the largest firms in the southeast US bringing a diverse staff of registered professionals, certified technicians and field staff with the expertise, experience, and mobility to assist in laying the groundwork for this project. DRMP's efforts will be led by Randy Tompkins who has a long standing history with Mott MacDonald and SJCUD. **DRMP was also responsible for similar survey and SUE efforts for SJCUD's Players Club WRF.**



COGBURN BROTHERS

Cogburn Brothers is the premier wastewater electrical contractor in Florida. **You know them well from their successful project delivery at the Players Club WRF project.** It was an easy choice for them to join the Wharton-Smith + Mott MacDonald team to deliver another successful project for SJCUD. Cogburn has joined our team exclusively. Their role will be to serve the project team by lending their local expertise in providing electrical design and constructability reviews, value engineering, schedules, and cost estimates in all phases of design. Their input on this critical component of the work will add value to our pre-construction services deliverables. Cogburn has performed more than \$20 million in electrical work for Wharton-Smith in the last three years and our firms share a common mission of exceeding client expectations while executing quality work.

W.D. LASSETTER, PE

David Lassetter, PE is a self-proprietor starting work in this role in 1993 after over 16 years of performing electrical engineering at Flood Engineering. He has served as project electrical engineer on municipal, industrial, commercials, military, and transportation design projects. He has been working with you since 1995 and is a trusted long-standing partner committed to delivering electrical designs cost-effectively and with high-quality. Ms. Samel and Mr. Lassetter have worked together since 2009. **He served as the electrical and I&C engineer-of-record (EOR) for the Players Club WRF working in the same role alongside Mott MacDonald staff to produce the design documents.**



ADDITIONAL KEY PERSONNEL

Supporting our primary team members in the execution of the project will be additional Wharton-Smith + Mott MacDonald staff. These team members have been selected for their past SJCUD work experience, availability to meet all deadlines, and technical expertise. A brief summary of these additional key personnel is described in **Table 7-1**:

TABLE 7-1: ADDITIONAL KEY PERSONNEL

NAME/ROLE	PRIMARY DUTIES	QUALIFICATIONS
Robert Lightsey (WS) <i>Constructability Review</i>	<ul style="list-style-type: none"> Will provide input on value engineering opportunities Design and constructability reviews at all design milestones Quality assurance during construction 	<ul style="list-style-type: none"> Familiarity with SJCUD quality expectations Has installed more than 20 secondary clarifiers
Carolyn Bonaventura, DBIA, LEED AP (WS) <i>Design-Build Advisor</i>	<ul style="list-style-type: none"> Monitor our project delivery to ensure design-build best practices are followed Serve as design-build subject matter resource to the project team 	<ul style="list-style-type: none"> Certified DBIA Professional Has managed more than \$100M in design-build projects
Cale Madden, PE (MM) <i>Process Engineer</i>	<ul style="list-style-type: none"> Will assist Mr. Zafar with unit process design efforts 	<ul style="list-style-type: none"> Worked on many WWTP upgrade projects in Florida including the Players Club WRF
Daniel Keck, PE (MM) <i>Hydraulics and Pumps Engineer</i>	<ul style="list-style-type: none"> Design technical lead on hydraulics, pumping, and piping aspects 	<ul style="list-style-type: none"> Many previous working experiences with SJCUD including similar role on Players Club WRF 29+ years' experience with broad range of technical strengths to wastewater and reclaimed water process and hydraulic systems
Lindsey Tracey (MM) <i>Local Staff Engineer</i>	<ul style="list-style-type: none"> Coordinates equipment sizing and requirements with vendors Develops technical specifications Coordinates with design disciplines for proper equipment needs (space, electrical, controls, etc.) Yard and process piping design efforts Will lead permit application process Local construction coordinator 	<ul style="list-style-type: none"> Local to Jacksonville, FL Worked on projects for SJCUD including similar role on Players Club WRF
Steven White, PE (MM) <i>Civil/Site Engineer of Record</i>	<ul style="list-style-type: none"> Civil/site EOR Responsible for all grading, paving, and stormwater design and calculations Will oversee required SJC and FDEP ERP permitting process 	<ul style="list-style-type: none"> Many previous working experiences with SJCUD including Players Club WRF (civil EOR) Familiar with SJC and FDEP ERP permitting requirements 22+ years dedicated to civil/site design
Chad Lyner, PE (MM) <i>Structural Engineer of Record</i>	<ul style="list-style-type: none"> Structural EOR Will assess existing structures for re-use and required rehabilitation Coordinates input from geotechnical results for new structures 	<ul style="list-style-type: none"> Many previous working experiences with SJCUD including Players Club WRF 22+ years of experience; routinely works closely with Mr. Perry on rehabilitation and assessment of existing structures
Jack Wang, PE (MM) <i>HVAC Engineer of Record</i>	<ul style="list-style-type: none"> HVAC EOR for all new buildings 	<ul style="list-style-type: none"> Many previous working experiences with SJCUD including Players Club WRF (HVAC EOR)
Bill Lee (MM) <i>Revit/CAD</i>	<ul style="list-style-type: none"> Lead BIM and Civil 3D designer Leads production and coordination amongst design disciplines 	<ul style="list-style-type: none"> Expert in AutoCAD, Civil 3D, REVIT, Plant 3D, and Navisworks Many previous working experiences with SJCUD including Players Club WRF (Revit/Cad)
Carlin Dunlop (WS) <i>Assistant Project Manager</i>	<ul style="list-style-type: none"> Will assist Mr. Peterson in overall management of construction Lead the project controls including documentation (shop drawings, RFI's, as-builts), schedule updates, and pay applications 	<ul style="list-style-type: none"> Worked on numerous similar wastewater projects with similar scope components Recent project included filters, clarifier mechanism replacement, chemical feed replacement, and new electrical building



Nate Hillard, EIT Design Build Team Project Manager

Mr. Hillard is a design-build project manager that has spent his entire 18-year career executing collaborative delivery (CMAR, progressive design-build, and design-build) water and wastewater projects in Florida. He learned how to maintain budgets and schedules as a project engineer and managing projects for a self-performing contractor. He now applies those experiences to the pre-construction phase as he oversees the team's efforts on design and constructability reviews, value engineering, and cost and schedule projections of various options presented for review.

RELEVANT PROJECT EXPERIENCE

Greenwood Reclaim Plant Rerate Improvements, Seminole County, FL (\$12.3M; Design-Bid-Build): Mr. Hillard was the **construction project manager** for this wastewater rehabilitation project. The project included several similar elements to the Hastings WWTP Phase III Improvements with nearly every process structure being expanded or rehabilitated. Specifically, new deep bed filters, new clarifier mechanisms and coatings, new electrical building, major aeration basin modifications including the addition of diffused aeration conversion of existing DAVCO package plant to anoxic zone with coarse bubble aeration, and rehabilitation of the pretreatment structure, chlorine contact chamber, and operations building.

Highlands WTP Ion Exchange, JEA (\$16M; Progressive Design-Build): Mr. Hillard is serving as the **design-build project manager** for this water quality improvement project that is currently in the pre-construction phase. The scope includes the addition of advanced water treatment (fixed bed ion exchange), a booster pump station, electrical building, brine storage, and modifications to the existing high service pump station. The purpose of the advanced treatment system is to improve effluent discharge quality and provide treated water that is less than 80 percent of maximum containment level (MCL) of 0.080 mg/L for total trihalomethanes (TTHMs) and less than 80 percent of 0.060 mg/L for five haloacetic acids (HAA5) at the further most point of the distribution system served by the Highlands WTP. One of his primary roles during the pre-construction phase was to lead evaluation workshops. This project will begin construction in January 2021.

Buckman WRF Biosolids and UV Improvements, JEA (\$100M; CMAR): Mr. Hillard is serving as the **project director** for multiple projects at the Buckman WRF. The scope of work includes expanding the UV disinfection system, replacement of blowers, new central electrical building, new digesters, and several improvements to the solids handling process. For the solids handling process our scope will include a new thickening facility, new biosolids handling facility, new centrifuges, and new truck loading station. The project will be phased into several different design milestones with different completion schedules depending on the criticalness of each process requirement improvement and when it is needed at the plant. This project will begin construction in September 2020.

Snow Hill Road Pump Station, Durham County, NC (\$19M; Progressive Design-Build): Mr. Hillard is serving as the **progressive design-build manager** for this Durham County, NC, project which is currently at 90 percent design phase and will begin construction in June 2020. This project, similar to the Hastings WWTP Phase III Improvements project, is to upgrade an existing master pump station in a rural area. Specifically, the project scope includes a 5 mgd wet pit/dry pit pump station (40-foot. depth), odor control system, grinders, electrical building, and nearly three miles of 24-inch diameter force main. Installation of the force main will require two separate horizontal directional drills (HDDs) under creeks.

Central and South AWWTF Electrical Upgrades, City of Fort Myers, FL (\$42.6M; CMAR): Mr. Hillard served as the **project director** for this critical project for the City of Fort Myers which included the complete replacement of the electrical and controls infrastructure at each of the City's advanced WRF's. The work at both Central and South AWWTF took place concurrently while the facilities were kept operational. The specific project scope at both facilities included the replacement of wire and conduit systems, new electrical buildings, two 2,000 KW standby tier-4 generators, demolition of existing structures, rehabilitation of headworks structures including new screening and grit systems, replacement of primary influent sewer and manholes, and improvements to numerous buildings. Major site scope of work items included the rehabilitation of a storm water pond, cast-in-place seawall along pond to maintain site footprint, and deep foundations (vibro-replacement) under buildings. The project finished in 2020.

EXPERIENCE:

16 Years with Wharton-Smith
18 Total Years
18 Years Utility Construction

EDUCATION:

BS, Civil Engineering,
University of Central Florida

PROFESSIONAL REGISTRATIONS:

Engineer in Training (EIT): FL
OSHA 40 Hour
First Aid/CPR
FDEP Certified
Stormwater Inspector
FDOT MOT



Leslie Samel, PE Engineering Project Manager

Ms. Samel is a senior project manager who specializes in the planning, design, and construction of water and wastewater treatment plant facilities, gravity sewer systems, pump stations, force main designs, reuse system planning and design, and water supply and transmission/distribution systems. She actively manages projects for clients in Northeast Florida. **Ms. Samel is a trusted partner with SJCUD and already has a clear understanding of your standards, project procedures, and WRF preferences.**

RELEVANT PROJECT EXPERIENCE

Players Club WRF, SJCUD *Completed with Wharton-Smith, Inc.: Ms. Samel served as the **project manager** and **EOR** for the design, permitting, SRF loan application and approval, bidding, and construction services for the new 2.4 mgd (6.5 mgd peak) WRF to consolidate the flow from the Players Club, Innlet Beach, and Sawgrass WWTP's. The design phase was completed on an extremely accelerated schedule and in less than 9 months and included securing an SRF loan for the entire project and all permits from SJC and FDEP. Project challenges included accelerated design schedule to meet permitting and SRF loan requirements, tight site with groundwater conditions "at grade," and facilitating construction while maintaining plant operations.

Northwest WRF, SJCUD: Ms. Samel served as the **principal-in-charge** for this new 3 mgd AWT greenfield plant. The project included a new headworks with fine screens, vortex-type grit removal, 4-stage bardenpho process to meet 5-5-3-1 mg/l (BOD/TSS/TN/TP) effluent limits, effluent disk filters, UV disinfection to high-level public access reuse standards, 2 MG reclaimed water ground storage tank, high service pumps, vacuum truck dewatering station, and belt press dewatering. The project also included a new administration building and main electrical building. Ms. Samel provided technical design input and reviews of the project during the design phase, and assisted the team during bidding and the first year of construction.

Anastasia Island WWTP Modifications, SJCUD: Ms. Samel served as the **EOR** for design and permitting for modifications including a new internal recycle pumps for aeration basins 5 and 6, replacement of the RAS WAS pumps for the existing secondary clarifiers, and improvements to the existing flow metering devices.

Anastasia Island WWTP Expansion, SJCUD: Ms. Samel served as the **principal-in-charge** for the construction activities for the expansion to 4.95 mgd including substantial completion certification, RFIs, shop drawings, and monthly progress meetings. Ms. Samel also provided QA/QC on the final O&M manual and signed the Certificate of Completion (COC) for FDEP.

Sawgrass WWTP Headworks and Odor Control Improvements, SJCUD: Ms. Samel served as the **project manager** and **principal-in-charge** for the engineering services during construction for the new headworks including one drum screen and vortex grit type removal system, biotrickling filter odor improvements, and submersible pump station.

Mud Creek WWTP Expansion, City of Valdosta (CMAR): Ms. Samel served as the **project manager** for the upgrade and expansion from an average daily flow of 3.2 mgd to 5.7 mgd. This project was executed through collaborative delivery method of CMAR. Upgrades included modification of the existing influent pump station with new dry-pit submersible pumps, a new screening and grit removal facility, expansion of the modified Ludzack Ettinger biological treatment process to include nitrogen removal and internal recycle pumps, new secondary clarifiers, chemical phosphorus removal using alum, effluent filtration, UV disinfection, and re-aeration. The project also included an administration building with laboratory, control room, and office space. Ms. Samel and team were successful in securing \$10 million in American Recovery and Reinvestment Act (ARRA) money for the \$35 million construction project.

Kicklighter WWTP, City of Lake City: Ms. Samel served as **project manager** for the construction services of a new 3 mgd secondary effluent WWTP including new headworks and grit removal system, oxidation ditches, secondary clarifiers, splitter box, RAS/WAS and scum pump stations, sodium hypochlorite disinfection, parshall flume, effluent pump station, and aerobic digestion with centrifuge dewatering. The project also included a new administration building with new laboratory, office space, and facilities.

EXPERIENCE:
6 Years with
Mott MacDonald
19 Total Years
19 Years Utility Engineering

EDUCATION:
ME & BS, Environmental
Engineering, University of
Florida

**PROFESSIONAL
REGISTRATIONS:**
Professional Engineer: FL &
NC



Matthew Peterson, EIT Construction Project Manager

Mr. Peterson is a senior project manager who has spent his entire 14 year career working on water and wastewater projects in Florida for Wharton-Smith. Prior to managing projects, he spent the beginning parts of his career working on-site on construction projects as a field engineer which gave him valuable experience learning the time and resources necessary to putting work in place. He also has significant experience related to estimating projects, which will benefit the team during the pre-construction service phase of this project. Mr. Peterson successfully led the Wharton-Smith team to a 5-month early startup phase for SJCUD's Players Club WRF project. His strong organizational and managerial skills along with his in-depth knowledge of SJCUD and Mott MacDonald team members make him the ideal manager to complete the construction of this project

EXPERIENCE:

14 Years with Wharton-Smith
14 Total Years
14 Years Utility Construction

EDUCATION:

BSCE, Civil Engineering,
University of Central Florida

PROFESSIONAL REGISTRATIONS:

Engineer in Training (EIT): FL
NPDES Certified Stormwater
Inspector
OSHA 10 Hour

RELEVANT PROJECT EXPERIENCE

Players Club WRF, SJCUD (\$32.8M; Design-Bid-Build) *Completed with Mott MacDonald:

Mr. Peterson served as **construction project manager** for the County's 2.4 mgd Players Club WRF alongside Mott MacDonald. This project required Wharton-Smith to furnish all labor, materials, equipment, incidentals required to construct the new facilities and equipment to serve as an AWT facility with public access reuse requirements. The project was constructed on an active WWTP site and existing WWTP operations were maintained until commissioning of the new facility took place. Mr. Peterson was responsible for all aspects of the construction phase of the project including similar tasks that will be required on the Hastings WWTP improvements project such as managing the Davis Bacon Wage rate, coordination with the County on owner direct purchase of equipment, value engineering efforts, and facilitating a collaborative working experience.

Cypress West WRF, Toho Water Authority (\$23M; CMAR): Mr. Peterson served as **construction project manager** for this Cypress West WRF Expansion project which included the construction of two 7.5 mgd reclaimed water ground storage tanks (GST), conversion of a 1.5 mgd GST, a new concrete chlorine contact chamber, a reclaimed water pump station, a new electrical building and new generators, and I&C work to implement the new processes. This extremely complex job required the existing plant to remain operational while new structures were being

constructed. It involved complex phasing and tie-in plan be developed by the Wharton-Smith team, numerous deep excavations, constant communication with the engineer and owner during coordination for bypasses and shutdowns, all on a site requiring heavy dewatering. Despite significant challenges throughout, the project team worked together using creative solutions resulting in completion of construction four months ahead of schedule!

Casselberry WRF Improvements, City of Casselberry (\$1.4M; CMAR): Mr. Peterson served as the **project engineer** for this WRF improvements project which included the replacement of aeration blowers and fine bubble diffusers, structural and coating restoration of two existing package plants, repairs to existing clarifier mechanisms, life safety improvements across the plant, concrete restoration of a headworks structure and surge tank, installation of new IR and mixing pumps, replacement of RAS pumps, and roof replacement on an existing pump building. The City was extremely satisfied with the work being done on-site and decided to take advantage of our team already being mobilized by adding over \$500,000 in additional upgrades to the original scope of work.

Greenwood Reclaim Plant Re-rate Improvements, Seminole County, FL (\$12.3M; Design-Bid-Build): Mr. Peterson served as **field engineer** to upgrade the existing WRF including modifications to the existing operations building, pretreatment improvements, conversion of the existing DAVCO ring steel plant, aeration basin improvements, clarifier improvements, construct deep bed filtration system, constructing the electrical building #2, additional emergency generator system, new polymer feed system, and improvements to the chlorine contact chamber. As the field engineer Mr. Peterson was responsible for the daily communication and coordination between the owner, engineer, and Wharton-Smith's team.

SW Marriott Pump Station, Orange County, FL(\$2.4M; Design-Bid-Build): Mr. Peterson served as the **construction project manager** for this rehabilitation and expansion project in the southern part of Orange County. This was a critical pump station, serving a large Marriott hotel in the tourist corridor, that had begun to dilapidate and exceed capacity. The specific scope of work included a new cast-in-place concrete wetwell, triplex pump station, associated piping, odor control, electrical building, and stand-by power. All work was completed while maintaining pump station operation and service to the Marriott hotel customers.



Bill McMullen Construction Superintendent



For over 25 years Mr. McMullen has executed wastewater expansion and rehabilitation projects for Wharton-Smith. He is known for his ability to communicate with operations staff and his commitment to providing a quality finished product. His experience is diverse in both concrete and mechanical (process, piping, etc.) retrofit work. Mr. McMullen prefers a “hands-on” approach as he personally oversees all craft workers and subcontractors on-site. He will leverage his recent relevant experience, shown below, to provide the County a project that exceeds your expectations for safety, quality, and schedule.

RELEVANT PROJECT EXPERIENCE

Players Club WRF, SJUD (\$32.8M; Design-Bid-Build) *Completed with Mott MacDonald:

Mr. McMullen served as the **assistant superintendent** for the construction of this 2.4 mgd WRF alongside Mott MacDonald for the County. The project was constructed on an active WWTP site and existing WWTP operations were maintained until commissioning of the new facility took place. The scope of work included all new processes, equipment, buildings, pipelines and appurtenances, site work, paving, grading, drainage, demolition of the existing WWTP, testing, allowances, and permitting in accordance with the contract documents. Mr. McMullen was primarily responsible for all gravity and pressure conveyance piping (process, water, storm) as well as construction of three buildings.

Cypress West WRF, Toho Water Authority (\$23M; CMAR): Mr. McMullen served as **superintendent** for this Cypress West WRF Expansion Project. The scope of work included the construction of two-7.5 mgd GST's, conversion of a 1.5 MG GST, a concrete chlorine contact chamber, a reclaimed pump station, a new electrical building and new generators, with reclaimed pump station, a new electrical building and new generators, with related piping, electrical, and I&C work.

Greenwood Reclaim Plant Re-rate Improvements, Seminole County, FL (\$12.3M; Design-Bid-Build): Mr. McMullen served as **superintendent** for this wastewater rehabilitation project which included several similar elements to the Hastings WWTP Phase III Improvements project

since nearly every process structure was expanded or rehabilitated. Specifically, new deep bed filters, new clarifier mechanisms and coatings, new electrical building, major aeration basin modifications including the addition of diffused aeration conversion of existing DAVCO package plant to anoxic zone with coarse bubble aeration, and rehabilitation of the pretreatment structure, chlorine contact chamber, and operations building.

Osprey WRF Headworks and Filter Improvements, City of Titusville, FL (\$1.4M; Design-Bid-Build): Mr. McMullen served as the **superintendent** for the rehabilitation of the 4 mgd Osprey WRF. The scope of work included two disk filters and associated influent and effluent piping, repurposing of the existing storage building to a filter building, and major rehabilitation to the headworks structure. Work at the headworks consisted of demolition, re-coating of the entire structure, and installation of a new spiral mechanical screen. Mr. McMullen's efforts resulted in an on-time completion.

North WRF Improvements, City of Sanford, FL (\$2.8M; Design-Bid-Build): Mr. McMullen served as **superintendent** for this wastewater rehabilitation project at the North WRF which included construction of primary treatment facilities, disinfection and dechlorination facilities, headworks odor control system, and grit removal system. Electrical, controls and instrumentation systems, demolition, sodium hypochlorite storage and feed facilities, and miscellaneous site work were also included in the project.

SW Marriott Pump Station, Orange County, FL(\$2.4M; Design-Bid-Build): Mr. McMullen served as the **superintendent** for this rehabilitation and expansion project in the southern part of Orange County. This was a critical pump station, serving a large Marriott hotel in the tourist corridor, that had begun to dilapidate and exceed capacity. The specific scope of work included a new cast-in-place concrete wetwell, triplex pump station, associated piping, odor control, electrical building, and stand-by power. All work was completed while maintaining pump station operation and service to the Marriott hotel customers.

EXPERIENCE:

25 Years with Wharton-Smith
29 Total Years
29 Years Utility Construction

CERTIFICATES:

OSHA 10 Hour
FDEP Stormwater
Competent Person
Trenching, Excavation,
Rigging, Fall Protection,
Confined Space, Scaffold,
Space Entry
Backhoe Operator
CPR/First Aid



Bill Perry, PE, SI QA/QC Engineer

Mr. Perry has over 35 years of structural design experience related to water and wastewater facilities, various types of hydraulic structures, pre-stressed concrete tank designs, and buildings. He is a state-certified building contractor and special inspector in Florida, which brings an added benefit to his designs in that he clearly understands construction methodologies undertaken by contractors. **Mr. Perry served as structural EOR and project director for all three of Mott MacDonald's design qualification projects listed in Section 3.** For Player's Club WRF, he worked diligently and collaboratively with Wharton-Smith to review and agree on value engineering efforts totaling over \$500K related specifically to modification of the cast-in-place concrete nutrient removal tank and protective coatings used on the structures. Mr. Perry is Mott MacDonald's Florida Deputy Water/Wastewater Practice leader and will guide the team's QA/QC design efforts at each milestone.

EXPERIENCE:

19 Years with
Mott MacDonald
38 Total Years
38 Years Utility Engineering

EDUCATION:

BS, Civil Engineering, Auburn
University

PROFESSIONAL REGISTRATIONS:

Professional Engineer: FL, AL
Special Inspector: FL
Certified Environmental
Inspector: FL
Certified Building Contractor:
FL

RELEVANT PROJECT EXPERIENCE

Players Club WRF, SJUD *Completed with Wharton-Smith, Inc.: Mr. Perry served as the **structural EOR** for the new 2.4 mgd (6.5 mgd, peak) WRF recently completed by our proposed team. Mr. Perry was responsible for the structural design of all unit processes and three split face block buildings. The design efforts focused on minimizing the new structures depth to reduce the dewatering efforts that would be required for structures. Extensive evaluations during design were had in regards to the foundation design for the secondary clarifiers where the existing groundwater conditions were at-grade with a structure 8 feet deep. Ultimately, Mr. Perry and the geotechnical engineers along with the prestressed concrete tank manufacturers developed a cost-effective plan for pre-loading the structures with soil to reduce the potential for settlement and also include a concrete floor ballast for uplift. This in addition, to the value engineering efforts related to the BNR basin were instrumental to the success of the project.

St. Andrews WWTF Expansion, Panama City, FL: Mr. Perry served as **principal-in-charge** and **structural EOR** for the design and specifications to increase capacity of the existing facility from 5 to 10 mgd to meet AWT limits. He provided QA/QC review of the project PDR, capacity analysis report, reuse feasibility report, anti-degradation, and permit package. He reviewed all components

of the design including new headworks with 600 CFM bio-scrubber, SBR treatment, UV disinfection, two stage biosolids stabilization using aerobic digesters, and is currently overseeing construction.

George French WRF, Destin, FL: Mr. Perry served as the **QA/QC engineer and structural EOR** for the design, permitting, and construction phase services to upgrade the existing 6 mgd WRF. Constructability and structural integrity of the existing structure was also conducted by Mr. Perry. Since Destin is a tourist destination, the project had strict schedule timelines of design and constructed in less than 10 months which warranted a progressive design-build approach. Materials were ordered at 30 percent design stage. Demolition of the existing structure was started at 60 percent design stage and the project design was completed in 4 months and construction was completed within schedule.

Kicklighter WWTP, Lake City, FL: Mr. Perry served as the **QA/QC manager** and **structural oversight** during construction services of a new 3 mgd secondary effluent WWTP including new headworks and grit removal system, oxidation ditches, secondary clarifiers, splitter box, RAS/WAS and scum pump stations, sodium hypochlorite disinfection, parshall flume, effluent pump station, and aerobic digestion with centrifuge dewatering. The project also included a new administration building with new laboratory, office space, and facilities.

A1A Ground Storage Tank and Booster Pump Station, St. Johns County, FL: Mr. Perry served as **structural QA/QC** for the design of the necessary improvements to meet a fire flow of 1,500 gpm in the A1A service area of St. Johns County. Recommended improvements were a 0.18 MG ground storage tank and new booster pumps and jockey pump to use during low pressure periods and fire flow events. The project included a new split-face building built above the 100-year flood plain and extensive grading and drainage improvements.

Millville WWTF Permit Renewal, Panama City, FL: Mr. Perry served as **QA/QC manager** for the design review to increase the facility capacity from 4 to 5 mgd, including a new effluent pump station, filter, and UV module. Mr. Perry was responsible for overseeing and checking preparation of application to renew the discharge permit. The work also required a site inspection and preparation of a capacity analysis report and O&M Report.



John Scheri, PE QA/QC Engineer

Mr. Scheri is Mott MacDonald's National Wastewater Practice leader and has focused most of his 30 years of practice in the planning, design, and construction of wastewater facilities. He routinely serves in a QA/QC role and technical advisor for treatment plant work. He has extensive experience in various aspects of the planning, design, permitting, and construction of municipal and industrial wastewater treatment facilities. These have included wastewater management and facilities planning, hydraulic modeling, and evaluation of alternative treatment technologies, detailed design, and construction phase engineering.

EXPERIENCE:

30 Years with
Mott MacDonald
32 Total Years
32 Years Utility Engineering

EDUCATION:

MS, Civil and Environmental
Engineering, Rutgers
University
BS, Civil Engineering,
University of Delaware

PROFESSIONAL REGISTRATIONS:

Professional Engineer: FL,
NJ, MD, NY, VA, CT, DE

RELEVANT PROJECT EXPERIENCE

Players Club WRF, SJCUD *Completed with Wharton-Smith, Inc.: Mr. Scheri served as the **lead QA/QC engineer** for the design, permitting, SRF loan application and approval, bidding, and construction services for a new 2.4 mgd (6.5 mgd, peak) WRF to consolidate the flow from the Players Club, Innlet Beach, and Sawgrass wastewater treatment plants. The existing steel ring plant was demolished and replaced with a new AWT plant, high-level UV disinfection, and public access reuse system to serve the surrounding community. The project included a new headworks with 6-mm screen and vortex grit removal system, biotrickling filter odor control and carbon polisher, 4-stage Bardenpho activated sludge process, two 75-foot diameter secondary clarifiers, two disk cloth disk filters (10-micron), high-level disinfection system using UV, six vertical turbine reclaimed water pumps to three different off-site reclaimed water uses, and onsite reclaimed water and reject storage ponds. The solids handling systems include RAS and WAS pumping, sludge holding tank, and belt filter press dewatering. New split face block buildings were provided for the operations building, blower and main electrical building, and dewatering and chemical feed building.

West Milford Wastewater Treatment Alternatives Evaluation, Suex New Jersey, Passaic County, NJ: Mr. Scheri served as the **QA/QC engineer** for the evaluation of technology alternatives and concepts for two new 0.25 mgd wastewater treatment facilities that were constructed to replace aging facilities. Options included SBR or conventional activated sludge with disk filtration

versus membrane bioreactor technologies. Concept designs included equalization tanks to address peak flows. MBR technology was selected as the preferred alternative due to extremely constrained sites, maintenance of plant operations during construction, and to provide flexibility for anticipated effluent nutrient limitations.

Central WWTP Process Improvements, Ocean County Utilities Authority, Bayville, NJ: Mr. Scheri served as the **QA/QC engineer** for the design of multiple process improvements at a 32 mgd WWTP. Improvements included modifications to the existing main and intermediate pump stations, grit characterization and upgrade of existing grit units with new headcells and addition of a fourth grit tank, hydraulic improvements, and a new fats/oils/grease (FOG) handling facility.

WWTP Nitrification Tanks Rehabilitation, Hanover Sewerage : Mr. Scheri served as the **QA/QC engineer** and **project director** for the rehabilitation of the existing nitrification tanks including the new high-speed turbo blowers, flat panel membrane fine bubble diffusers, aeration piping, and dissolved oxygen feedback control. A baffle wall to implement partial denitrification with new mechanically mixed anoxic zone was designed.

Value Engineering Study, Eastern Service Area, Delaware County Regional Authority (DELCORA), PA : Mr. Scheri served as a **VE team member** responsible for identifying innovations for expanding capacity at the existing Western Regional Treatment Plant (WRTP) from 50 to 70 mgd. Concept design for the dry weather capacity improvements included the conversion of existing facilities to integrated fixed-film activated sludge (IFAS) and new final setting tank. Innovation alternatives included new aeration tankage, options to reduce process loadings through elimination of trucked-in waste, and a side stream treatment of FOG waste.

Primary and Secondary Clarifier Rehabilitation, Hanover Sewerage Authority, Whippany, NJ : Mr. Scheri served as the **QA/QC engineer** and **project director** for the replacement of equipment and structural repair of primary and secondary clarifiers.

Susquehanna Water Pollution Control Facility Peer Review, Lancaster Area Sewer Authority (LASA), Lancaster, PA : Mr. Scheri served as the **project director** for the peer review of prior engineering reports related to the expansion of the facility for additional flow and stricter nutrient limits, including the evaluation of alternatives to the recommended improvements.



William Marshall, PE Construction QA/QC

Mr. Marshall will lead Wharton-Smith's QA/QC efforts throughout the project. He spent 17 years as a consulting design engineer prior to joining Wharton-Smith. That work included designing and providing construction administration services on water and wastewater projects throughout Florida. Mr. Marshall will perform design and constructability reviews and, most importantly, interdisciplinary reviews. His focus will be to confirm the intent of the design is shown consistently throughout civil, structural, mechanical, electrical, and instrumentation drawings. Mr. Marshall's experiences from for both design consulting firms and construction experience with Wharton-Smith provides him with an ability to view the project from both perspectives. During construction, he will review construction progress for overall quality and to ensure that we are meeting the intent of the design and the County's expectations for quality.

EXPERIENCE:

1 Year with Wharton-Smith
17 Total Years
17 Years Utility Engineering

EDUCATION:

BS, Civil Engineering,
University of Vermont

PROFESSIONAL REGISTRATIONS:

Professional Engineer: FL &
CA

RELEVANT PROJECT EXPERIENCE

Northeast Regional WWTP Clarifiers, Polk County, FL (\$12.6 M; CMAR) : Mr. Marshall served as the **pre-construction manager** for this WWTP expansion project which consisted of infrastructure improvements for the plants' future expansion to 12 mgd. This included two 100-foot clarifiers, RAS pump station, two splitter boxes, new electrical building, and piping upgrades. Mr. Marshall worked closely with the owner and engineer providing design and constructability reviews, value analysis, as well as provided coordination of the cost estimates with our staff.

FEMA Pump Stations, City of St. Augustine, FL (\$15.0M; CMAR): The City of St. Augustine secured federal funding (FEMA) to rehabilitate or replace 13 of their lift stations that were damaged by flooding during hurricanes Irma and Matthew. Mr. Marshall served as the **pre-construction manager** on this project that included 13 lift stations, directional drilling, maintenance of traffic, bypassing, and maintenance of operations. This project is currently in the pre-construction phase.

Deltona North Lift Station and Pipeline, Volusia County, FL (\$5.7M; CMAR): Volusia County elected to decommission its Deltona North wastewater plant and pump the sewage to their newly expanded Southwest WRF. This project was part of the Blue Springs nutrient reduction

initiative and was funded in part by SJRWMD and FDEP. Mr. Marshall served as the **pre-construction manager** on a project scope that included a new 4 mgd master pump station with screening and odor control, new electrical building, three miles of force main, and decommissioning of the existing facility.

Dyal WTP Chemical Conversion and Reliability Improvements, City of Cocoa, FL (\$20.3 M; CMAR) : Mr. Marshall served as the **pre-construction manager** for the construction of a new 46 mgd high service pumping station and 54-inch water main, conversion from chlorine gas to chloramines and potato starch to polymer, a new 8,200 square foot (s.f.) training building and civil site improvements. Mr. Marshall provided interdisciplinary and constructability design reviews, value analysis, and overall pre-construction management with the owner and engineer.

***Eastern WRF Phase V & Centrifuge Dewatering Improvements (\$61.4 M; Design-Bid-Build)** : Mr. Marshall served as the overall **project manager** and **EOR for mechanical and civil disciplines** for preliminary design to construction to increase the treatment capacity of the WRF from 19 to 24 mgd. The project scope included the construction of a new 110 mgd headworks, improvements to four BNR's, 52 mgd of effluent pumping capacity, 32 mgd reject pump station, 24 mgd centrifuge dewatering facility, yard piping, and civil site improvements.

***Eastern WRF Phase IV-C Improvements, Orange County, FL (\$27.7 M; Design-Bid-Build)** : Mr. Marshall served as the overall **project engineer** responsible for the preliminary design engineering, through construction administration services for this 5 mgd expansion. Mr. Marshall was responsible for the design of a step feed BNR, 12,500 s.f. electrical/generator/blower building, 125-foot diameter secondary clarifier, clarifier electrical building, RAS/WAS pump station, in-plant lift station, diesel fuel storage facilities and site civil. The project was constructed by Wharton-Smith. It was awarded the 2010 AGC Horizon Award "General Contractor, Municipal/Utility, Renovation" in \$15-30 million category.

**denotes previous experience*



Amir Zafar, PE, BCEE Lead Process Engineer

Mr. Zafar oversees all of the wastewater treatment and process work for Mott MacDonald in Florida and is also responsible for process evaluation, designs, and QA/QC for a wide array of wastewater process design assignments including process optimization, process modeling, evaluation of wastewater treatment plant expansion and upgrades alternatives, odor control systems, treatment process equipment evaluation and selection, and hydraulic analysis.

RELEVANT PROJECT EXPERIENCE

Players Club WRF, SJCUD *Completed with Wharton-Smith, Inc.: Mr. Zafar served as the **lead process engineer** for the new 2.4 mgd (6.5 mgd, peak) WRF recently completed by our proposed team. Mr. Zafar was responsible for the process calculations for sizing the new biotrickling filter odor control system, the 4-stage Bardenpho activated sludge process with alum phosphorus polishing to meet 5-5-3-1 limits (BOD/TSS/TN/TP), and the secondary clarifiers. Mr. Zafar developed BioWin models of the treatment process to optimize the tank volumes and chemical requirements in design and also provided assistance during startup to refine the BioWin model at various flow rates to provide updated chemical volumes and treatment outcomes.

1.4 mgd Bonifay WWTP Upgrades, FL: Mr. Zafar served as the **lead process engineer** responsible for the design, permitting, bidding, and construction phase services for the addition of triplex 3.5 mgd influent pump station, new headworks, Aqua Aerobics effluent cloth disk filters, sludge dewatering, and operations building. He performed techno-economic analysis and pilot testing on four biosolids dewatering technologies and recommended the use of screw presses.

St. Andrews WWTF Expansion, Panama City, FL: Mr. Zafar served as **project manager** and **lead process engineer** for the design, permitting, and construction phase services to increase the capacity from 5 to 10 mgd to meet AWT limits. He performed process evaluation and detailed cost benefit analysis on four treatment process technologies and recommended SBR due to site constraints and storage requirements. Currently he is involved in construction of the treatment facility including new headwork with 600 CFM bio-scrubber, SBR treatment, UV disinfection, filters, and two stage biosolids stabilization using aerobic digesters. The project was mostly designed using model-based 3D design in Revit.

George French Water Reclamation Facility (WRF), Destin, FL: Mr. Zafar served as **project manager** and **lead process engineer** for the design, permitting, and construction phase services

to upgrade the existing WRF based on reduction in flows from their aggressive I/I reduction program. This has caused two of the facility older oxidation ditch type treatment trains to experience low dissolved oxygen (DO) condition especially during summer months. Mott MacDonald was selected to perform analysis to alleviate low DO conditions. Mr. Zafar led the detailed influent flow and loading analysis; resulting in a recommendation to add an additional 75 hp aerator to each oxidation ditch. Constructability and structural integrity of the existing structure was also conducted. Since Destin is a tourist destination, the project had strict schedule timelines of design and constructed in less than 10 months which warranted a progressive design-build approach. Materials were ordered at 30 percent design stage. Demolition of the existing structure was started at 60 percent design stage and the project design was completed in 4 months and construction was completed within schedule.

4 mgd Marianna WWTP Upgrade, Marianna, FL: Mr. Zafar served as **project engineer** and **construction manager** for the WWTP upgrade, responsible for all treatment process tank sizing, detailed design, specifications, cost estimate, project coordination, funding assistance, and permitting to upgrade the facility from 2.7 to 4 mgd. The project included a new 2.8 mgd raw sewage pump station, headworks, carousel type biological treatment units, clarifiers, chlorine disinfection system, two stage aerobic sludge digestion system, 10 mgd effluent pump station, 10 miles of 30-inch force main, 960-acre sprayfield, 11 mgd sprayfield pump station, and 12 MG lined storage pond. Mr. Zafar also assisted the City in obtaining significant SRF grant funding, permitting, and also performed process and hydraulic evaluation and prepared preliminary plans to convert the facility to meet AWT limits.

3 mgd Kicklighter WWTP, Lake City, FL: Mr. Zafar served as **lead process engineer** for the design and construction services of a new 3 mgd (7.5 mgd peak) WWTP including new drum screen and vortex type grit removal, oxidation ditches, secondary clarifiers, splitter box, RAS/WAS and scum pump stations, sodium hypochlorite storage, pumping, and disinfection, effluent flow measurement by parshall flume, effluent pump station, and multi-stage aerobic digestion with centrifuge dewatering. The project also included a new 3,192 s.f. administration building including a new laboratory, restrooms, conference room, and workrooms.

EXPERIENCE:

19 Years with
Mott MacDonald
24 Total Years
24 years Utility Engineering

EDUCATION:

MBA, Mississippi State
University
MS, Chemical Engineering,
University of South Alabama
BS, Chemical Engineering,
University of South Alabama

PROFESSIONAL REGISTRATIONS:

Professional Engineer: FL
Board Certified
Environmental Engineer



David Lassetter, PE Electrical and I&C Engineer

EXPERIENCE:

27 Years with WDL
43 Total Years
43 Years Utility Engineering

EDUCATION:

MBA, Mississippi State University
MS, Chemical Engineering, University of South Alabama
BS, Chemical Engineering, University of South Alabama

PROFESSIONAL REGISTRATIONS:

Professional Engineer: FL

In addition to these projects Mr. Lassetter has also performed electrical and I&C design for over 100 SJCUD lift stations!

Mr. Lassetter has a wide-range of responsibilities in electrical design, including power distribution, lighting, control, instrumentation, and intercommunication systems. Since 1977, Mr. Lassetter has served as project electrical engineer on municipal, industrial, commercial, military, and transportation design projects. His experience includes construction supervision, value engineering studies, startup training, and the preparation of operations and maintenance manuals. Prior to beginning his engineering career, Mr. Lassetter worked both in the field and as an assistant project manager for a large electrical contractor on a wide variety of projects as a student and co-op engineer. As a result, he has the direct hands-on experience and practical knowledge of electrical and instrumentation systems, which results in highly functional designs and technical field assistance to both contractors and clients during construction, startup, and facility operation. Mr. Lassetter is a trusted partner of SJCUD having worked with you since 1995. **He served as the electrical EOR for the Players Club WRF project working alongside Mott MacDonald in the design efforts and Wharton-Smith during construction.** Mr. Lassetter's SJCUD experience is vast including having worked in some manner on almost all of SJCUD's water and wastewater plants. Mr. Lassetter's experiences and value he brings to SJCUD is unmatched.

RELEVANT PROJECT EXPERIENCE

- Players Club WRF ★
- Bannock Lakes Reclaimed Water BPS & GST★
- MLS Odor Control Improvements ★
- Reuse Water Master SCADA System
- WGV Reuse Discharge Station
- CR 214 WTP Blending and Alkalinity
- SR 16 WWTP Reclaimed Water Facilities
- 16th Street Water Booster Station Rehabilitation
- Anastasia Island WWTF Residential Reuse Facilities
- Turnbull Reuse Ground Storage Tank and Pump Station
- Northwest Reuse and Flushing PS
- Landing WWTF Influent PS
- Northeast WTP HSP Improvements
- CR 214 WTP Lime Softening Facilities Demolition
- St. Augustine By The Sea PSs ★
- Northwest Well Field Well No.4
- Marsh Landing Water Plant High Service Pump Upgrades ★
- Arc Flash Studies Water & Wastewater Treatment Facilities ★
- Bartram Oaks Water Plant
- Innlet Beach Well No.1 Rehabilitation ★
- King & The Bear Reuse Modifications
- Sawgrass WWTF Biosolids Facility
- SR 16 WWTP Belt Press Relocation
- Palencia Master PS Odor Control Equipment
- Innlet Beach WTP High Service Pumps Upgrade ★
- Sawgrass WWTF Reuse Disc Filter
- SR 16 WWTP Wetland Discharge System Improvements
- CR 214 Mainland Wellfield Well TR-42 Rehabilitation
- CR 214 Mainland Wellfield Well TR-49
- SR 16 WWTP Generator Replacement
- Shore Drive Master PS In-Line Conversion
- Sawgrass WWTF Headworks Odor Control Improvements★
- SR 16 In-Line Reclaimed Water Booster PS
- CR 214 Mainland WTP High Service Pump 4
- Northwest WWTP Preliminary Design Report
- CR 214 Wellfield Standby Power Evaluation
- Northwest Wellfield Well No.3
- Whisper Creek Phase 1B Master PS
- St. Johns County Golf Course Irrigation Well
- St. Johns County Golf Course Irrigation PS
- Northwest WTP Expansion ★
- Segovia At World Commerce Center PS
- SR207 Master PS
- Innlet Beach WWTP Standby Generator
- Six Mile Creek North Grovewood Master PS
- CR 214 Mainland Membrane WTP
- CR 214 Mainland WTP High Service Pump VFDs
- SR 207 WWTF Reuse Facilities
- World Golf Village Water Storage and High Service PS

★Projects in which Ms. Samel & Mr. Lassetter worked together.



Sean White, PE Chief Estimator



EXPERIENCE:

16 Years with Wharton-Smith
26 Total Years
26 Years Utility Construction

EDUCATION:

BS, Environmental
Engineering, University of
Central Florida

Professional Engineer: FL
FL Certified General
Contractor, License No.
CGC1505811

Mr. White will serve as the chief estimator for this project. He spent more than 20 years managing Florida wastewater projects prior to transitioning to leading Wharton-Smith's estimating department. Mr. White has specialized experience in construction best practices for dewatering, civil work, vertical concrete, above and below-grade piping systems, and process equipment installations. Most importantly, he knows what it costs to perform wastewater work in Florida. He will be a major contributor in Wharton-Smith's design and constructability reviews and value engineering efforts in the pre-construction phase of the project. Mr. White has the ability to see what isn't yet shown on the earliest design drawings. That ability allows him to execute detailed and accurate cost estimates at each milestone. This will be important as we track the project cost versus the \$5.2 million budget. Mr. White maintains excellent relationships with local subcontractors and suppliers which results in the best pricing and fastest delivery times.

RELEVANT PROJECT EXPERIENCE

Players Club WRF, SJCUD (\$32.8M; Design-Bid-Build) *Completed with Mott MacDonald : Mr. White served as **chief estimator** for the construction of the 2.4 mgd Players Club WRF in which Wharton-Smith was the low bidder. This project required Wharton-Smith to furnish all labor, materials, equipment, incidentals required to construct the new facilities and equipment to serve as an AWT facility with public access reuse requirements. The project was constructed on an active WWTP site and existing WWTP operations were maintained until commissioning of the new facility took place.

Regional (Keller Road) WRF Headworks, City of Altamonte Springs (\$10.5M; CMAR) : Mr. White served as **chief estimator** for the upgrade to the existing Keller Road WRF. The headworks portion of this project included the replacement of the influent screening, influent pump station, and grit removal, and all associated odor control equipment. The new headworks required an expansion and upgrade to the existing power distribution building as well as a new precast concrete building to provide power for the equipment. Wharton-Smith performed extensive rehabilitation and coatings to the existing aeration basins and demolished the existing headworks structure.

Buckman WRF Biosolids and UV Improvements, JEA (\$100M; CMAR) : Mr. White is currently serving as **chief estimator** for multiple projects at the Buckman WRF. He is overseeing the Wharton-Smith estimating team during the current pre-construction phase. The future scope of work includes expanding the UV disinfection system, replacement of blowers, new central electrical building, new digesters, and several improvements to the solids handling process. For the solids handling process, our scope will include new thickening facility, new biosolids handling facility, new centrifuges, and new truck loading station. This project will begin construction in September 2020.

Harmony WRF, Toho Water Authority (\$10.5M; CMAR) : Mr. White served as **chief estimator** for the 0.5 mgd expansion to the existing WWTP for the unincorporated community of Harmony, Florida. The project included influent screening, flow equalization tanks, flow splitter with gates, two 56-foot secondary clarifiers, and RAS, WAS and scum pump stations. Also included were three process blowers, two disk filters, two chlorine contact chambers with an effluent pump station, chemical storage and feed facilities, aerated sludge holding tank, site improvements, and a new administration/electrical building, screening and grit systems, replacement of primary influent line and manholes, and improvements to numerous buildings.

Highlands WTP Ion Exchange, JEA (\$16M; Progressive Design-Build): Mr. White is serving as the **chief estimator** for this water quality improvement project that is currently in the pre-construction phase. The scope includes the addition of advanced water treatment (fixed bed ion exchange), a booster pump station, electrical building, brine storage, and modifications to the existing high service pump station.

Cypress West WRF, Toho Water Authority (\$23M; CMAR): Mr. White served as the **chief estimator** for this expansion project which included the construction of two 7.5 mgd reclaimed water GST's, conversion of a 1.5 mgd GST, a new concrete chlorine contact chamber, a reclaimed water pump station, a new electrical building and new generators, and I&C work to implement to new processes. This extremely complex job required the existing plant to remain operational while new structures were being constructed. It involved complex phasing and tie-in plan be developed by the Wharton-Smith team, numerous deep excavations, constant communication with the engineer and owner during coordination for bypasses and shutdowns, all on a site requiring heavy dewatering.

Table 7-2 highlights a number of similar projects that our key personnel have successfully completed together. All of these project were completed in Florida with many being of similar size and involving similar upgrades, delivery method, and funding source.

TABLE 7-2: TEAM MEMBERS EXPERIENCE TOGETHER


		SIZE (MGD)	RETROFIT	ALT. DELIVERY	FUNDING	Nate Hillard	Matthew Peterson	Bill McMullen	Carlin Dunlop	Robert Lightsey	William Marshall	Sean White	Carolyn Bonaventura	Leslie Samel	Amir Zafar	Daniel Keck	Lindsey Tracey	Bill Lee	Steven White	Chad Lyner	Jack Wang	Cale Madden	Bill Perry	John Scheri	David Lassetter
CONSTRUCTION PROJECTS	NW Regional WRF Expansion, Hillsborough County, FL 2020 ★	30.0	✓	✓							✓														
	Harmony WWTP Expansion, Toho Water Authority, FL 2016 ★	0.5	✓	✓		✓			✓		✓														
	Buckman Biosolids Conversion & UV Disinfection, JEA, FL In pre-con.	80.0	✓	✓		✓			✓	✓	✓	✓													
	Highlands WTP Advanced Treatment System, JEA, FL In pre-con.	14.0	✓	✓		✓			✓		✓														
	Greenwood Lakes WRF, Seminole County, FL 2012 ★	3.0	✓			✓	✓	✓	✓																
	Regional (Keller Road) WRF, City of Altamonte Springs, FL 2017 ★	12.0	✓	✓		✓						✓													
	WTP Major Improvements, Seminole County, FL 2014	30.0	✓			✓	✓	✓				✓													
	Marriott Booster Pump Station, Orange County, FL 2014	8.0	✓				✓	✓				✓													
	Southwest WRF, Volusia County, FL 2018	6.0	✓	✓		✓			✓	✓		✓													
	Main Street WRF, Gainesville Regional Utilities, FL 2019	12.0	✓	✓		✓			✓			✓	✓												
	Cypress West WRF, Toho Water Authority, FL 2018	3.0	✓	✓			✓	✓		✓		✓													
	South Bermuda WRF Expansion, Toho Water Authority, FL 2019	9.0	✓	✓		✓			✓			✓													
	Central and South AWWTF Upgrades, City of Fort Myers, FL 2020	12.0	✓	✓		✓						✓													
	FEMA Pump Station Upgrades, City of St. Augustine, FL In Progress	Misc.	✓	✓	FEMA	✓	✓				✓	✓													
	Deltona North Pump Station, Volusia County, FL In Progress	4.0	✓	✓	SJRWMD/ FDEP	✓					✓	✓	✓												
DESIGN PROJECTS	Players Club WRF, SJCUJ 2017 ★	2.4	✓		SRF/ SJRWMD	✓	✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	George French WRF, Destin Water Users, FL 2018 ★	6.0	✓	✓										✓	✓	✓			✓		✓	✓			
	St. Andrews WWTP Expansion, City of Panama City, FL 2016 ★	10.0	✓	✓										✓	✓	✓			✓		✓	✓			
	T.P. Smith WWTP AWT Upgrade, City of Tallahassee, FL 2012	26.5	✓												✓	✓				✓			✓		
	Central WRF Relocation, ECUA, Pensacola, FL 2012	22.5			HMGP											✓			✓	✓		✓	✓		
	Millville WWTP Upgrade, City of Panama City, FL 2010	5.0	✓	✓											✓					✓		✓	✓		
	Kicklighter WWTP, City of Lake City 2014	3.0												✓	✓	✓			✓	✓		✓	✓		
	WWTP Upgrade Ph. I & II, City of Bonifay, FL 2015	1.4	✓		USDA/SDCG										✓					✓		✓	✓		
	WWTP Improvements, City of Mary Esther, FL 2010	1.1	✓		CDBG										✓							✓	✓		
	WWTP Upgrade, City of Perry, FL 2016	1.4	✓		USDA/SRF									✓	✓					✓		✓	✓		
	FDOC Work Camp WWTP, Washington County, FL 2012	0.52	✓												✓										
	WWTP & Sprayfield, Town of Grand Ridge, FL 2013	0.25			CDBG/SRF										✓								✓		
	WWTP Upgrade, Town of Greenville, FL 2016	0.15	✓		CDBG/SRF															✓			✓		
	WWTP Upgrade, City of Marianna, FL 2009; Current	4.0	✓		CDBG/SRF										✓						✓	✓	✓		

★ Project identified in Section 3 Qualifications

TAB 8: Socioeconomic Business Enterprise

SECTION 8: SOCIOECONOMIC BUSINESS ENTERPRISE

The Wharton-Smith + Mott MacDonald team have included Meskel & Associates Engineering (MAE) as a partner who is currently certified as an WBE and DBE firm and will perform all geotechnical investigations on the project. Applicable certifications are shown below.



MESKEL AND ASSOCIATES ENGINEERING PLLC
3728 Philips Hwy
Suite 208
Jacksonville, FL 32207

In Re: DBE Firm Certification

Dear Antoinette Meskel,

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE Certification is continuing from the date of this letter and will conclude on the anniversary date of your firm's certification. Continued certification and participation in the DBE program is contingent upon your firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure of your firm's recertification will result in immediate action to decertify the firm.

Your firms listing in the Florida Department of Transportation's Florida Unified Certification Program is affirmation of your firm's continued certification. This listing can be accessed via the internet at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Please be advised that DBE Certification is subject to actions by governmental agencies that can impact the disadvantaged status of DBE firms. Be further advised that your DBE Certification with the Florida Department of Transportation dually certifies your firm with all Florida UCP Members. DBE Certification is NOT a guarantee of work, but enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA & FHWA) projects in Florida as a DBE contractor, sub-contractor, and consultant / sub-consultant or material supplier.

Original Certification Date
December 1, 2011

**Certification Renewal Date
December 1, 2020**

If at any time there is a material change in your firm, including, but not limited to name change, principal ownership, officer, Directors, scope of work performed, daily operations, affiliations with other businesses, individuals or physical locations of the firm, you must immediately notify this office in writing. Notification of the aforementioned circumstances should include all

Page 1

State of Florida

Woman Business Certification

Meskel & Associates Engineering, PLLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

06/04/2019 to 06/04/2021



Jonathan R. Salter, Secretary
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd

TAB 9: Administrative Information

SECTION 9: ADMINISTRATIVE INFORMATION

ATTACHMENT B

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

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

Wharton-Smith, Inc. does:

Name of Firm

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

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


Signature

May 28, 2020
Date

ATTACHMENT C

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

AFFIDAVIT

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

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Qualification and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Seminole. Before me, the undersigned authority, personally appeared Patrick J. Hewitt who, being duly sworn, deposes and says he is Executive Vice President of Wharton-Smith, Inc. (Title) of (Firm) the respondent submitting the attached Request for Qualification for the services covered by the RFQ documents for RFQ NO: 20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements.

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

Wharton-Smith, Inc.
(Proposer)

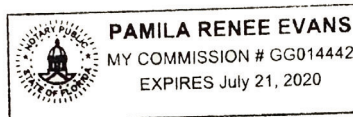
By *Patrick J. Hewitt*
Executive Vice President
(Title)

STATE OF Florida)

COUNTY OF Seminole)

Subscribed and sworn to before me this 28 day of May, 20 20, by Patrick J. Hewitt who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Pamela Renee Evans
Notary Public



My commission expires:
July 21, 2020

VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR QUALIFICATION.

ATTACHMENT D

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Wharton-Smith, Inc.

being of lawful age and being duly sworn I, Patrick J. Hewitt, as Executive Vice President

(ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 28 day of May, 2020.

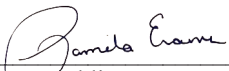

Signature of Affiant

STATE OF Florida)

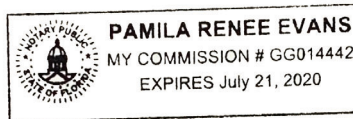
COUNTY OF Seminole)

Subscribed and sworn to before me this 28 day of May, 20 20, by Patrick J. Hewitt
_____ who personally appeared before me at the time of notarization, and who is personally known
to me or who has produced

_____ as identification.



Notary Public



My commission expires:
7/21/2020

ATTACHMENT E

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project (RFQ) Number/Description: **20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements**

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

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


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

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

Please check the appropriate statement:

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

Legal Name of Respondent: Wharton-Smith, Inc.

Authorized Representative(s) :  Patrick J. Hewitt,
Signature Print Name/Title

Signature Print Name/Title

ATTACHMENT F

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes No _____ If yes, please attach additional sheet(s) to include: [See attached](#)

Description of every action Captions of the Litigation or Arbitration

Amount at issue: [Confidential](#) Name (s) of the attorneys representing all parties:

[See attached](#)

Amount actually recovered, if any: [These cases are under confidentiality agreements.](#)

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

[See attached](#)

2. List all pending litigation and or arbitration. [N/A](#)
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. [See attached](#)
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
[None.](#)

5. Have you ever abandoned a contract, been terminated for cause?
Yes _____ No if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No if no, please explain why? _____
[None.](#)

7. List the status of all pending claims currently filed against your company:
[None.](#)

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)



Wharton-Smith, Inc.
CONSTRUCTION GROUP

LITIGATION AND CLAIMS HISTORY – SEVEN YEARS

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering and conflict prevention and resolution. Occasionally, a situation arises where a third-party mediation is needed, despite all efforts to avoid it. *Our litigation record for the past seven years is as follows:*

OWNERS:

UCF Stadium Corporation f/k/a Golden Knights Corporation, et al. vs. Dant Clayton Corporation, Wharton-Smith, Inc., et al. (Case No. 2017-CA-008259-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2017, UCF filed suit against Dant Clayton Corporation, Wharton-Smith and others over alleged breach of contract regarding the design-build contracts for the construction of their stadium. Wharton-Smith was then dismissed from the suit with a Tolling Agreement that they could be brought back in before April 1, 2019. In December 2018, Wharton-Smith was brought back into the lawsuit. *The suit was settled at mediation in January 2020.*

- Co-Counsel for Wharton-Smith, Inc:
 - Beth-Ann Schulman & Ryan G. Knight
Boyd & Jenerette, P.A.
800 N. Magnolia Avenue, Suite 430
Orlando, FL 32803
407-309-4760
 - Brian P. Kirwin & Courtney Blandford
Kirwin Norris, P.A.
15 W. Church St., Suite 301
Orlando, FL 32801
407-740-6600
- Owner/Project Manager Information:
 - Bill Martin, AIA, LEED AP, Senior Director
University of Central Florida | Facilities Planning & Construction
P.O. Box 163020 | 528 North Perseus Loop, Building 16
Orlando, FL 32816-3020
407-823-3196

SUBCONTRACTORS/SUBCONSULTANTS:

Southern Atlantic Companies, LLC vs. Wharton-Smith, Inc. (Case No. 10CA-7820-11-G, The Circuit Court of the 18th Judicial Circuit, Seminole County, Florida): In December 2010, Southern Atlantic Companies filed suit against Wharton-Smith, Inc. over 1) alleged misrepresentations during a bidding process and for 2) alleged interference with their business relationships subsequent to the bidding. *This case was dismissed in April 2015.*



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Emerald Utilities & Site Development, Inc. vs. Wharton-Smith, Inc. (Case No. 2012-CA-015654-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2012, Emerald Utilities filed suit against Wharton-Smith over alleged breach of contract regarding a claim on the Orange County Southern Regional Water Supply Facility. Wharton-Smith maintains that the claim, if valid, is a pass-through claim to the owner, Orange County Public Utilities, which has denied the claim. *This case settled during mediation in March 2014.*

Wharton-Smith, Inc. vs. Sitek Corp. and Allegheny Casualty Co. (Case No. 2015-CA-002785-15-G, The Circuit Court of the 18th Judicial Circuit for Seminole County, Florida): In November 2015, Wharton-Smith filed suit against Sitek for breach of contract. They had been terminated from the Cypress Creek High School project for their failure to complete their subcontract work. *This case was settled during mediation in January 2018.*

- Co-Counsels for Wharton-Smith, Inc.:
 - Brian P. Kirwin, ESQ, April A. Atkins, ESQ, & Douglas W. Ackerman, ESQ
 - Kirwin Norris, P.A.
 - 15 W. Church, St., Suite 31
 - Orlando, FL 32801
 - 407-740-6600

- Owner Information:
 - Cass Hurst
 - OCPS Facility Services
 - 6501 Magic Way, Bldg 200
 - Orlando, FL 32809
 - 561-248-1632

Suwannee Valley Grassing, Inc. vs. Wester Surety Co., Wharton-Smith, Inc. and Barco-Duval Engineering, Inc. (Case No. 2015-CA-4388, In the Circuit Court of the Eighth Judicial Circuit in Alachua County, Florida): In December 2015, Suwannee filed suit for breach of Contract regarding a subcontract they had with Barco-Duval. Barco-Duval was a subcontractor to Wharton-Smith on the Paynes Prairie Sheetflow Restoration project and has a dispute with Suwannee over non-performance and work not completed. *Barco-Duval has assumed the defense obligations of Wharton-Smith in accordance with their subcontract. Wharton-Smith was dismissed from the case in February 2016.*

- Co-Counsels for Wharton-Smith, Inc.
 - W. Braxton Gillam, IV & Charlee L. Miska
 - Milam Howard Nicandri Dees & Gillam, P.A.
 - 14 East Bay Street
 - Jacksonville, FL 32202
 - 904-357-3660

- Owner Information:
 - Alice Rankeillor, P.E.
 - Gainesville Public Works Department | Stormwater Division
 - 405 NW 39th Ave | P.O. Box 490, Station 58
 - Gainesville, FL 32627-0490
 - 352-334-5070

ATTACHMENT G

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

LIST OF PROPOSED SUB-CONSULTANTS (if applicable)

Any and all sub-consultants are subject to approval by the County. Each Respondent shall submit any sub-consultants proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-consultants qualifications, licensing, and certifications (including MBE/WBE/DBE)

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address	License Information
David Lassetter	Electrical and I&C EOR	David Lassetter, PE	(904)743-1585 wlass@bellsouth.net	FL PE 37971
DRMP	Survey&Subsurface Utility Investigations	Randy Tompkins	(904) 641-0123 rtompkins@drmp.com	COA 2648 LB 2648
Meskel & Associates Engineering	Geotechnical Evaluations	Rodney Mank, PE	(904)945-0061 rodney@meskelengineering.com	COA 28142 GB 683 DBE/WBE- SEE PG. 40
Cogburn Brothers	Electrical VE, and Cost Evaluations	Chad Walker	(904)463-4234 cwalker@cogburnbros.com	EC0000457

ATTACHMENT H

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

EQUAL OPPORTUNITY REPORT STATEMENT

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

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

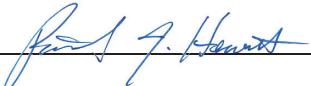
During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Patrick J. Hewitt

SIGNATURE:  _____

TITLE: Executive Vice President

NAME OF FIRM: Wharton-Smith, Inc.

DATE: May 28, 2020

ATTACHMENT I

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Patrick J. Hewitt

SIGNATURE:  _____

TITLE: Executive Vice President

NAME OF FIRM: Wharton-Smith, Inc.

DATE: May 28, 2020

ATTACHMENT J

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Patrick J. Hewitt

SIGNATURE: 

TITLE: Executive Vice President

NAME OF FIRM: Wharton-Smith, Inc.

DATE: May 28, 2020

ATTACHMENT K

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**St. Johns County
Certification of Non-segregated Facilities**

The federally assisted construction Consultant certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Consultant agrees that (except where he has obtained identical certifications from proposed sub-Consultants for specific time periods) he will obtain identical certifications from proposed sub-Consultants prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Consultant

Executive Vice President

Title

May 28, 2020

Date

ATTACHMENT L

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Patrick J. Hewitt

SIGNATURE: 

TITLE: Executive Vice President

DATE: May 28, 2020

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Wharton-Smith, Inc.

DBIA Certificate for Carolyn Bonaventura, Wharton-Smith's project delivery coordinator.



ATTACHMENT M

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**ALL PROPER AND VALID LICENSING
(Attach or insert copy here)**

See the following pages for copies of all requested licenses.

State of Florida

Department of State

I certify from the records of this office that WHARTON-SMITH, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1984, effective April 2, 1984.

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 2, 2020, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2020*



Ronald R. Lee
Secretary of State

Tracking Number: 1910101264CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that MOTT MACDONALD FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 27, 2002.

The document number of this limited liability company is L02000034908.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 14, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of April, 2020*





Ronald R. Lee
Secretary of State

Tracking Number: 1959177316CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

 RICK SCOTT, GOVERNOR


JONATHAN ZACHEM, SECRETARY 

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD


THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES


SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
PO BOX 471028
LAKE MONROE FL 32747

LICENSE NUMBER: CGC1511243
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

 Ron DeSantis, Governor




STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MOTT MACDONALD FLORIDA, LLC
111 WOOD AVENUE SOUTH
5TH FLOOR
ISELIN NJ 08830-4112

LICENSE NUMBER: CA155
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

ATTACHMENT N

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

CNASURETY

500 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746

Elio E. Sanchez, CPA, AFSB

Telephone 407-804-5931
Internet elio.sanchez@cnaSurety.com

May 12, 2020

St. Johns County Purchasing Department
Attn: April Bacon, Purchasing Buyer
500 San Sebastian View
St. Augustine, FL 32084

RE: Contractor: Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771
Owner: St. Johns County Purchasing Department
Project: Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP
Improvements, RFQ No. 20-53

Dear Ms. Bacon,

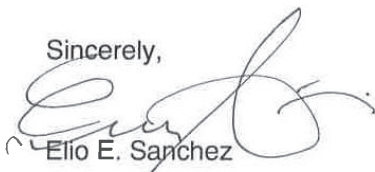
We are providing this information at the request of our principal.

We have been providing surety bonds for Wharton-Smith, Inc. since 1986. We have approved bonds for them covering jobs up to \$150,000,000 and potential work programs of \$1,000,000,000.

We understand that Wharton-Smith, Inc. has or is about to submit a proposal for Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements, RFQ No. 20-53 with an estimated contract price of \$5,000,000. If a contract is awarded to Wharton-Smith, Inc. and based on present circumstances, CNA Surety will be willing to provide bid, performance and payment bonds for the applicant in connection with this solicitation.

Any arrangement for bonds required by the contract is a matter between Wharton-Smith, Inc. and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Sincerely,



Elio E. Sanchez

ATTACHMENT O

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; G. Insurance Requirements (Page 13). Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

**CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)**

See the following pages for a copy of our insurance certificate.

Client#: 26140 WHARTONS
ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 5/11/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME:		
	PHONE (A/C, No, Ext):	727 447-6481	FAX (A/C, No): 727 449-1267
	E-MAIL ADDRESS:	certificates@bouchardinsurance.com	
INSURED Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Amerisure Insurance Company		19488
	INSURER B : Starr Indemnity & Liability Co		38318
	INSURER C : Liberty Insurance Underwriters		19917
	INSURER D : Great American Assurance Co		26344
	INSURER E : XL Specialty Insurance Co		37885
	INSURER F : Berkley Assurance Company		39462


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 <input checked="" type="checkbox"/> Contractual liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL20361081501	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA20361071501	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	1000585014201	04/01/2020	04/01/2021	EACH OCCURRENCE \$20,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	100008433607	04/01/2020	04/01/2021	AGGREGATE \$20,000,000
D	DED RETENTION \$	Y	Y	EXC3274892	04/01/2020	04/01/2021	\$
A	<input checked="" type="checkbox"/> 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/A	WC203610914	04/01/2020	04/01/2021	<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
E	<input checked="" type="checkbox"/> Rented Equipment	Y		UM00024961MA20A	04/01/2020	04/01/2021	2,500,000
F	<input checked="" type="checkbox"/> Pollution Liab	Y		PCADB50083340420	04/01/2020	04/01/2021	5,000,000
F	<input checked="" type="checkbox"/> Professional Liab	Y		PCADB50083340420	04/01/2020	04/01/2021	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: Design-Build Services for CDBG-DR Project - Hastings Phase III WWTP Improvements
RFQ No. 20-53

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Excess Liability only if required by written contract, and subject to the terms, (See Attached Descriptions)

CERTIFICATE HOLDER St. Johns County a political subdivision of the State of Florida Purchasing Department 500 San Sebastian View Saint Augustine, FL 32084-8686	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

conditions and exclusions as specified in the policy.

Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

Excess Liability policies follow the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

Blanket Loss Payee applies for Rented and Leased Equipment.

Rented and Leased Equipment deductible:

\$2,500 standard deductible.

2% subject to a \$10K minimum deductible applies to all rented cranes, directional boring equipment and items valued over \$750,000.



St. Johns County Board of County Commissioners

Purchasing Division

May 4, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Disaster Recovery Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. **Question:** What is the estimate for this project?
Answer: The project estimate is \$5,200,000 for design and construction.
2. **Question:** We would like to schedule a site visit to the Hastings facility in advance of the May 7th pre-bid meeting. If we limit our group to three to four people and we maintain recommended social distancing (six feet) during the visit can this be scheduled?
Answer: A site visit has been scheduled for Monday 5/11/2020 at 9:30 am; social distancing will be observed. Should there be a large number of attendees they will be split into multiple groups.
3. **Question:** In accordance with Part IV.D., we are requesting permission to use the St. Johns County Seal/Logo in our proposal. Is this acceptable?
Answer: Use of the SJC County Seal/Logo is not authorized.
4. **Question:** Can SJCUD provide a copy of the environmental assessment and any archaeological site explorations reports that have been produced on the plant in conjunction with this grant?
Answer: The environmental assessment for the site is still in progress. There are no know archeological site exploration reports; however, SHPO was consulted and did not have any concerns/comments.
5. **Question:** Will we be allowed to visit the plant to perform a site visit prior to submitting our proposal?
Answer: See response to Question 2 above.
6. **Question:** Please provide a copy of the proposed Design Build Form of Agreement to be used between Owner and Design Builder for this project.
Answer: The DBIA contract agreement document is currently being drafted by the SJC Legal Department.

7. **Question:** The RFQ states “All terms and conditions of the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR are incorporated into this RFQ Document by reference, and are fully binding”. Please provide copies of both of these documents as well.

Answer: The St. Johns County Purchasing Manual can be found at <http://www.sjcfi.us/Purchasing/PurchasingManual.aspx> and the Policy and Procedure Manual for Procurement for CDBG-DR can be found at <http://www.sjcfi.us/DisasterRecovery/media/PolicyandProcedures.pdf>.

8. **Question:** We would like to request permission to use the County’s logo for use in our Proposal to the County.

Answer: See response to Question 3 above.

9. **Question:** Could the County please provide the most recent, available As-built and Record Drawing Information for the existing Hastings WWTF?

Answer: Please see Exhibit E Hastings WWTP O&M and Exhibit G Hastings WWTP Topographic Survey for this information.

10. **Question:** Please confirm that resumes are excluded from the page count in Section 7. Personnel Qualifications and Team Approach.

Answer: Resumes are not excluded from the page count in Section 7.

11. **Question:** We would like permission to use the County Logo in our submittal.


Answer: See response to Question 3 above.

12. **Question:** In regards to Section 3, the qualifications for the design build experience is quite specific, can it be revised to the following: “Within the past 5 years, the Design-Builder must have successfully completed at least 1 water or wastewater treatment plant Design Build project of similar size for municipal clients in the United States.” We respectfully request removing “similar size” as we believe design-build projects of smaller or larger size can demonstrate the required experience for this project.

Answer: The language in Section 3 is changed as follows: Design-build experience. Within the past 5 years, the Design-Builder must have successfully completed at least 1 water or wastewater treatment plant Design-Build project of a similar size or larger for a municipal client within the United States.

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment

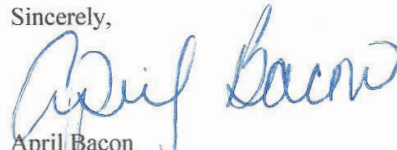
 May 28, 2020
Signature and Date

Patrick J. Hewitt, Executive Vice President

Printed Name/Title

Wharton-Smith, Inc.
Company Name (Print)

Sincerely,



April Bacon

Purchasing Buyer

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

May 6, 2020

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Purchasing Buyer; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.


Questions/Answers:

- 1. Question: Can you provide the street address of the site for the meeting on Monday?

Answer: The site visit will be held at the Hasting Wastewater Treatment Plant which, as stated in C. SCOPE OF SERVICES Introduction (page 8) of the RFQ document, is located at 900 N. Main Street Hastings, FL 32145.

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment

 May 28, 2020

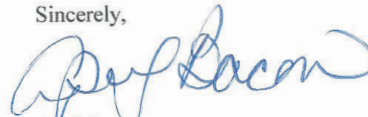
Signature and Date

Patrick J. Hewitt, Executive Vice President

Printed Name/Title

Wharton-Smith, Inc.
Company Name (Print)

Sincerely,



April Bacon

Purchasing Buyer

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

May 7, 2020

ADDENDUM #3

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #3 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Purchasing Buyer; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. Question: Can the site visits be setup so each team can visit the site as a group at a specific time on Monday. No more than 1 hour is needed.

Answer: All Respondents interested in attending the site visit on Monday, May 11, 2020 shall schedule an appointment by contacting April Bacon at abacon@sjcfl.us on or before 4:00 PM on Friday, May 8, 2020. Site visit time slots will be 45 minutes each; with the first appointment starting at 9:30 AM. Appointments are on a first come first served basis.

2. Can you provide a list of the people who emailed you on attending the call today please?

Answer: The sign-in sheet can be found on DemandStar and is attached to this addendum.

3. For Section 6 – of the 6 pages, can the schedule page be on 11 x 17?

Answer: Yes, the schedule can be on 11x17.

4. For the entire proposal can you confirm that its 8.5 x 11 single sided except for where you specifically say a page can be 11 x 17?

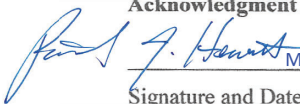
Answer: The proposal shall be 8.5x11, unless otherwise stipulated. If necessary, drawings may be submitted on 11x17.

5. For Section 7 – you are requesting several resumes, plus organization chart and a table for only 10 pages. Can this page limit be slightly increased?

Answer: Resumes shall be limited to one (1) page per person. Page limit is increased to fifteen (15) pages.

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment


May 28, 2020
Signature and Date

Patrick J. Hewitt, Executive Vice President

Printed Name/Title

Wharton-Smith, Inc.
Company Name (Print)

Sincerely,



April Bacon

Purchasing Buyer

END OF ADDENDUM NO. 3

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcfl.us



St. Johns County Board of County Commissioners

Purchasing Division

May 19, 2020

ADDENDUM #4

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #4 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Purchasing Buyer; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Clarifications/Revisions:

1. Question #4 on Addendum #1 requested the final approved Environmental Assessment (EA). At the time Addendum #1 was issued the EA was not complete. The EA is now complete and is included in this Addendum as a separate attachment.
2. As the St. Johns County Attorney's Office is still in the process of drafting the DBIA contract documents for this project; we would like to clarify that the documents to be utilized are DBIA Document No. 520, Document No. 530, and Document No. 535.
3. Part III, Treatment Limits – Remove and replace with the following:
The upgraded facility shall be designed to meet the existing effluent permit limits. Consideration shall be given to the potential reduction of I&I that may be achieved through current collection system improvement projects. The County would like for the Respondent to provide consideration for future upgrades required for the effluent to be permitted under the Florida Department of Environmental Protection's (FDEP) F.A.C. Chapter 62:610 Part III – Slow-rate Land Application Systems; Public Access Areas, Residential Irrigation, and Edible Crops.
4. The proposed collection system pumps for the Main St. Pump Station Upgrades are Flygt NP 3127 HT 3 – Adaptive 488 with a design point of 500 gpm at 49 feet Total Dynamic Head.

Questions/Answers:

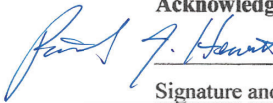
1. **Question:** Where can we find a list of certified DBE/SBE firms recognized by St. Johns County?
Answer: Respondents should utilize the resources identified in the RFQ documents (pages 22-23); they can also visit the Department of Management Services Office of Supplier Diversity website, contact the Small Business Administration, contact the Minority Business Development Agency of the Department of Commerce, as well as ensuring that they comply with all requirements set forth in 2 CFR 200.321.
2. In regard to the requirements from Page 14, Section 3, Experience Qualifications (see below), *we respectfully request that St. Johns County allow the submittal of federal and industrial clients*, in addition to municipal clients, for qualifying projects since many federal and industrial clients have similar size and type of facilities that are directly applicable to the scope of services and processes St. Johns County requires.
Answer: St. Johns County will allow the inclusion of federal and industrial clients as long as they are of similar treatment size and type of facility.

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcff.us

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment

 May 28, 2020

Signature and Date

Patrick J. Hewitt / Executive Vice President

Printed Name/Title

Wharton-Smith, Inc.
Company Name (Print)

Sincerely,



April Bacon

Purchasing Buyer

END OF ADDENDUM NO. 4



Players Club WRF Ribbon Cutting Ceremony
SJCUD, Wharton-Smith, and Mott MacDonald



Wharton-Smith, Inc.
CONSTRUCTION GROUP

M

M

**MOTT
MACDONALD**



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

RFQ NO: 20-53

**DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III
WWTP IMPROVEMENTS**

St. Johns County Purchasing Department

500 San Sebastian View

St. Augustine FL 32084

904-209-0150

www.sjcfcl.us/Purchasing/Index.aspx

FINAL 4/17/2020

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 20-53
DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

TABLE OF CONTENTS

PART I: ADVERTISEMENT

PART II: INTRODUCTION

PART III: SCOPE OF SERVICES

PART IV: SUBMITTAL INSTRUCTIONS & FORMAT

PART V: EVALUATION AND AWARD

PART VI: CONTRACT REQUIREMENTS

PART VII: FORMS AND ATTACHMENTS

PART VIII: EXHIBITS (*SEPARATE ATTACHMENTS*)

EXHIBIT A – CDBG-DR REQUIRED PROVISIONS

EXHIBIT B – SUB-RECIPIENT AGREEMENT (FDEO AGREEMENT #H2338)

EXHIBIT C – DAVIS-BACON WAGE DETERMINATION

EXHIBIT D – HASTINGS WWTP FDEP PERMIT

**EXHIBIT E – HASTINGS WWTP OPERATION AND MAINTENANCE MANUAL
(APRIL 2003) (INCLUDES AS-BUILT DRAWINGS)**

EXHIBIT F – HASTINGS WWTP CAPACITY ANALYSIS REPORT 2019

EXHIBIT G – HASTINGS WWTP TOPOGRAPHIC SURVEY

EXHIBIT H – DEED

**ST. JOHNS COUNTY, FL – REQUEST FOR QUALIFICATIONS (RFQ) NO: 20-53
DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT –
HASTINGS PHASE III WWTP IMPROVEMENTS**

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting Qualifications for **RFQ No: 20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements**. Interested and qualified respondents may submit Qualifications, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Qualifications MUST be submitted by or before 4:00 P.M. (EST) on Thursday, May 28, 2020.** Any packages delivered to or received by purchasing after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds.

In accordance with Florida Statutes, Section 287.055 Consultant’s Competitive Negotiation Act (CCNA) St. Johns County is soliciting Qualifications from firms to perform Design-Build services for the performance of improvements to the Hastings Wastewater Treatment Plant (WWTP) located at 900 N. Main Street, Hastings, FL 32145; in compliance with and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR), along with any and all other federal, state, or local regulations; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.

There will be a **Non-Mandatory** Pre-RFQ teleconference on Thursday, May 7, 2020 at 9:00 AM. Please call into (408) 418-9388 use meeting number (access code): 625 299 764 and Meeting password: PMdu3Z37u93 (76383937 from phones and video systems) to join. Attendance is ***not*** required at the Pre-RFQ Tele-conference in order to be eligible to submit Qualifications for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

RFQ Documents are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #**20-53**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all **questions** or requests for information relating to this Request for Qualifications shall be **submitted in writing** to the designated point of contact by or before close of business (**5:00 P.M.**) on **Thursday, May 14, 2020**.

Designated Point of Contact: April Bacon, Purchasing Buyer
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: abacon@sjcfl.us

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB, Assistant Purchasing Manager, at ldaniels@sjcfl.us.

Interested firms shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. According to SJC Policy, any such communication shall result in disqualification from consideration for award of a contract for these services.

Qualifications **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ No: 20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements**. Each package submitted must have the respondent’s name and mailing address marked plainly on

the outside of the envelope/container. Each package shall consist of one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON PATTY, CLERK

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. PURPOSE

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA) St. Johns County is soliciting Qualifications from firms to perform Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements, in compliance with and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR), as well as other federal grants awarded to St. Johns County. All submittals of qualifications shall be for principal and may include all sub-consultants.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events provided below for this Request for Qualifications (RFQ), and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Qualifications	April 23, 2020
Non-Mandatory Pre-RFQ Tele -conference	May 7, 2020
Deadline for Questions	May 14, 2020
Issuance of Final Addendum	May 21, 2020
Qualification Submission Deadline	May 28, 2020
Evaluation of Submitted Qualifications	June 4, 2020
Issuance of Notices of Award & Contracts	July 18, 2020

C. DUE DATE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, May 28, 2020**. Any packages received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

Qualifications shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

D. PRE-RFQ TELE-CONFERENCE

There will be a Non-Mandatory Pre-RFQ teleconference on Thursday, May 7, 2020 at 9:00 AM. Please call into (408) 418-9388 use meeting number (access code): 625 299 764 and Meeting password: PMdu3Z37u93 (76383937 from phones and video systems) to join. Attendance is not required at the Pre-RFQ Tele-conference in order to be eligible to submit Qualifications for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

E. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ shall be directed, *in writing*, to the following Designated Point of Contact: April Bacon, Purchasing Buyer at abacon@sjcfl.us.

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Leigh Daniels, CPPB, Assistant Purchasing Manager, at ldaniels@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff

member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before five o'clock (**5:00 P.M.**) EST on **Thursday, May 28, 2020**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

G. ADDENDA

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

All copies of acknowledged addenda, if applicable, must be submitted in **Section 9: Administrative Information**.

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

H. EQUAL EMPLOYMENT OPPORTUNITY

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

I. E-VERIFY

The Consultant(s) shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Consultant(s) shall expressly require any and all sub-consultant(s) to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

J. PUBLIC RECORDS

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

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

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

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

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

K. SOLICITATION POSTPONEMENT / CANCELLATION

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

L. RIGHT TO REJECT / ACCEPT

The County reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

M. COMPLIANCE WITH POLICY AND PROCEDURES MANUALS

All terms and conditions of the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR are incorporated into this RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR.

PART III: SCOPE OF SERVICES

A. GENERAL INFORMATION

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the State of Florida Department of Economic Opportunity (DEO) to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Matthew for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery <http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities. St. Johns County will conduct all program, design, and implementation services necessary to support programs and projects in order to help people, properties, and communities recover from storm related damage due to Hurricane Matthew. St. Johns County will offer a range of services including; a Housing Program, Public Facilities Program, and an Infrastructure Program. St Johns County was declared the most impacted and distressed county and was allocated financial assistance through DEO, to carry out these objectives.

B. PROJECT OVERVIEW

The proposed CDBG-DR Phase III Hastings WWTP Improvements Project will replace and upgrade assets at the facility to provide additional capacity to handle large storm events, raise critical equipment above the flood stage, and improve reliability and redundancy for maintenance and emergency response activities.

C. SCOPE OF SERVICES

Introduction

St. Johns County is soliciting Qualifications from firms to perform Design-Build services for the performance of improvements to the Hastings Wastewater Treatment Plant (WWTP) located at 900 N. Main Street, Hastings, FL 32145; in compliance with as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR), along with any and all other federal, state, or local regulations; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.

A copy of the sub-recipient agreement (Exhibit B) and the State’s action plan (<http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>) is being provided. All services shall comply with the U.S. Department of Housing and Urban Development (HUD) and Florida Department of Economic Opportunity guidelines.

Consultants shall submit their qualifications sufficient to accomplish, but not limited to, the requirements below.

The St. Johns County Utility Department is comprised of one enterprise fund with two divisions, Main and Ponte Vedra. Both divisions provide water, wastewater, and reclaimed water services to distinct areas of the County. The Utility owns three additional utility systems – Town of Hastings, Fruit Cove, and Bartram Oaks – that are considered small systems. The SJCUD incorporated the Town of Hastings water and wastewater system on March 1, 2018. The utility system consists of one water supply facility and one wastewater treatment facility, serving approximately 400 residential and commercial customers. The County’s wastewater treatment system serving Hastings is comprised of 8.7 miles of localized collection and 5.6 miles of transmission mains, one treatment facility, and effluent disposal facilities.

The wastewater treatment facility was constructed in early 1950s and was expanded and modified in 2001. The annual average permitted capacity of the advanced secondary treatment facility is 0.12 million gallons per day (MGD) with recent average flows at 0.11 MGD which is ninety two percent of the permitted capacity. The final treated effluent is disinfected and discharged to Cracker Branch then to Deep Water Creek. The facility has a significant inflow and infiltration (I&I) contribution of flow.

In October, 2016 and September, 2017, Hurricanes Matthew and Irma, respectively, brought major flooding to the Town of Hastings causing mandatory evacuations. With the majority of the sewer system under water from the hurricane, the wastewater facility experienced flows upward of seven times the daily flow which put extreme stress on the ability to provide adequate treatment. Due to the high flows, the collection system experienced sewer overflows. The existing facility also lacks the redundancy and reliability standards which prevent the required maintenance of the biological treatment trains.

Design Criteria

The Hastings WWTP Improvements shall maximize the capacity of the plant while navigating the constraints of the surface water discharge limits, peak flow rates due to I&I, maximum cost of the project of \$5 million and meeting the reliability, redundancy, and flood improvement goals of the project.

The existing design capacities of the Hastings WWTP are presented in **Table 1**:

Table 1 - Existing Design Capacity

Description	Value
Annual Average Daily Flow (MGD)	0.12
Maximum Daily Flow (MGD)	0.36
Peak Hour Flow (MGD)	0.60

A summary of the historical flow data since SJCUD gained ownership of the system is provided in **Table 2**.

Table 2 - Summary of Historical Flow Data

Description	2018*	2019
Annual Average Daily Flow (MGD)	0.11	0.09
Maximum Daily Flow (MGD)	0.41	0.37
Minimum Daily Flow (MGD)	0.04	0.05

*March 1, 2018 - December 31, 2018

Physical Chemical and Biological Characteristics

A summary of the last 2 years of CBOD5 and TSS data is provided in **Table 3**. SJCUD recently began sampling the influent raw wastewater physical, chemical, and biological characteristics to the facility. The raw wastewater characteristics for February 2020 and March 2020 are provided in **Table 4**.

Table 3 – 2018-2019 Raw Wastewater Characteristics

Characteristic	2018*	2019
Average CBOD5 (mg/L)	96	102
Average TSS (mg/L)	150	152

*March 1, 2018 - December 31, 2018

Table 4 – February and March 2020 Raw Wastewater Characteristics

Date	Total Nitrogen (TN)	Total Phosphorus (TP)	Alkalinity	NH3	CBOD	TSS	Total Kjeldahl	Flow Total	
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	MGD	
Feb-20	3 Mon	32.80	3.43	148.14	21.32	73.50	44.00	32.80	0.080
	4 Tue	54.50	6.64	120.95	31.62	264.50	308.00	54.30	0.059
	5 Wed	44.80	5.12	130.69	27.30	140.62	184.00	44.70	0.074
	6 Thu	45.80	5.46	173.00	25.46	169.00	184.00	45.60	0.064
	7 Fri	41.10	4.75	182.00	27.28	95.80	68.00	41.10	0.078
	10 Mon	58.70	6.94	216.00	38.82	156.12	168.00	58.70	0.081
	11 Tue	48.60	4.92	190.00	31.38	100.81	124.00	48.60	0.059
	12 Wed	54.60	6.36	216.00	35.90	128.00	182.00	54.60	0.065
	18 Tue	57.90	6.67	128.17	41.21	169.00	260.00	57.90	0.066
	19 Wed	36.20	3.70	150.91	26.77	92.80	80.00	36.20	0.073
	20 Thu	65.30	8.15	193.93	40.62	356.00	570.00	65.30	0.070
	24 Mon	48.10	6.27	79.16	29.56	115.00	266.00	48.10	0.073
	25 Tue	48.40	5.73	110.01	34.53	86.20	74.00	48.40	0.070
26 Wed	54.50	6.27	124.40	36.42	126.00	206.00	54.50	0.072	
Mar-20	2 Mon	37.30	3.93	163.51	23.12	92.80	88.00	37.30	0.074
	3 Tue	42.90	4.19	173.44	27.04	73.80	102.00	42.90	0.069
	4 Wed	34.60	3.65	177.01	23.18	76.70	80.00	34.60	0.070
	9 Mon	44.30	5.76	120.02	27.04	127.00	128.00	44.30	0.074
	11 Wed	49.90	5.54	107.01	30.44	182.00	250.00	49.90	0.070
	16 Mon	69.10	7.07	183.84	42.36	151.62	210.00	69.10	0.076
	18 Wed	37.10	4.25	126.65	26.76	91.69	102.00	37.10	0.083
	20 Fri	34.60	0.45	166.09	22.80	95.50	100.00	34.60	0.070
23 Mon	41.40	4.72	179.35	25.32	110.94	112.00	41.40	0.083	
27 Fri	36.40	4.36	146.88	N/A	90.09	52.00	36.40	0.055	
MINIMUM	32.8	0.45	79.16	21.32	73.50	44.00	32.80	0.055	
MAXIMUM	69.10	8.15	216.00	42.36	356.00	570.00	69.10	0.094	
AVERAGE	46.62	5.18	154.47	30.27	131.90	164.25	46.60	0.071	

Treatment Limits

The facility shall be permitted as a water reclamation facility under the Florida Department of Environmental Protection's (FDEP) F.A.C. Chapter 62:610 Part III – Slow-rate Land Application Systems; Public Access Areas, Residential Irrigation, and Edible Crops.

Surface Water Discharge

The Hastings WWTP is permitted to discharge 0.12 mgd annual average daily flow to Cracker Branch (WBID#2555), then to Deep Water Creek (WBID #2549), and ultimately to the Lower St. Johns River (WBID#2213K) All receiving water bodies are Class III fresh waters. A summary of the surface water discharge nutrient limits is provided in **Table 45**.

Table 45 - Summary of Surface Water Discharge Nutrient Limits

Nutrient Limit	Value
Total Nitrogen (lb per year)	1640.42
Total Phosphorus (lb per year)	527.354

The project shall encompass all areas of the wastewater treatment facility including civil site work, biosolids handling, effluent discharge modifications, demolition of existing, electrical, instrumentation, and SCADA, to make a complete and functional wastewater treatment facility that meets the objectives of the project. Respondent shall evaluate and determine what existing equipment and facilities provide value to the end project.

Interior Space Requirements

Additional interior space is not anticipated for the project. In the event that the Design-Builder identifies the need for additional interior space, the building designs and materials will be selected on the basis of durability, constructability and functionality.

Material Quality Standards

It shall be the responsibility of the Design-Builder to research all Codes, Standards, and Requirements applicable to the Project, including all applicable Revisions and Amendments to such Codes, Standards, and Requirements, whether listed in this Design Criteria or not. The Design-Builder shall design around concrete structures. The final Contract Documents shall comply with all Codes, Standards, and Requirements applicable to the project, as required by this Design Criteria information and all agencies having jurisdiction including, but, not limited to the following:

- St. Johns County
- St. Johns County Utility Department
- Florida Department of Environmental Protection (FDEP)
- St. Johns River Water Management District (SJRWMD)
- U.S. Army Corps of Engineers (USACE)

Site Development Requirements

Site Development shall comply with the requirements of the St. Johns County Land Development Code and St. Johns County Utility Department Manual of Water, Wastewater, and Reuse Design Standards. Permitting through St. Johns County, FDEP, SJRWMD and/or USACE shall be obtained. Any soil borings and other background data shall be implemented by the Design-Builder.

Provisions for Utilities

Potable water will be provided by existing potable water service. Sanitary sewer shall be served from the Hastings Wastewater Treatment Plant. Any upgrades necessary to the water, sewer, or power shall be the responsibility of the Design-Builder and coordinated with the applicable governing authority.

Stormwater Retention and Disposal

The improved site will include stormwater retention and disposal improvements and will require an environmental resource permit (ERP) from the State of Florida. As this project involves the construction of a wastewater treatment plant, the ERP application review for compliance with the SJRWMD requirements will fall under regulatory purview of FDEP. All proposed stormwater improvements will be designed to meet the St. Johns County and SJRWMD stormwater management requirements.

Parking Requirements

Parking requirements shall comply with the requirements of the St. Johns County Land Development Code.

Project Schedule

As indicated in Part II.B it is anticipated that the Design-Build contract will be executed on or about July 2020. The design, permitting, construction and performance testing of the completed Project are expected to be completed no later than March 31, 2023.

Project Budget and Funding

The County has applied for and received a Community Development Block Grant - Disaster Relief (CDBG-DR) for improvements to the Hastings wastewater treatment facility. The cost of the project shall be a maximum of \$5 million dollars.

Owner's Objectives

The Owner's objectives for delivery of the Project are as follows:

- **Supply:** Provide facilities and equipment that will maximize capacity and raise critical equipment above the flood stage, while navigating the constraints of the surface water discharge limits, peak hour flow rates due to I&I, and improve reliability and redundancy of the facility.
- **Quality:** Provide treatment facilities and equipment that will be sustainable and will reliably treat required quantities of raw wastewater in full compliance with federal and state regulations and contractual standards for effluent water quality over the range of flow and nutrient conditions.
- **Cost:** Minimize life-cycle and maintenance costs and complete entire project within CDBG-DR grant funding limit of \$5 million.
- **Schedule:** Required CDBG-DR funding project completion deadline is March 31, 2023.
- **Risk:** Achieve an optimal balance of risk allocation between the Owner and the Design- Builder.
- **Safety:** Implement an effective safety program incorporating best industry practices.

By selecting the Design-Build delivery method for the Project, the Owner is committed to working in close collaboration with the Design-Builder during Preliminary Services Phase to develop the Project's design that will achieve the Project objectives and to obtain a mutually-agreeable Guaranteed Maximum Price (GMP) for delivery of the Project.

Design Build Services

The Design-Build services will consist of two stages: 1) Preliminary Services Stage and 2) Design Development and Construction Phase Services. The Preliminary Services Phase generally consists of alternative analysis, preliminary engineering, geotechnical investigations and design development, as well as preparation, in close collaboration with the Owner, of a proposed price and schedule. The proposed price and schedule includes the Project's design (developed to the Owner's required level of completion), a GMP, Project schedule, and supporting documentation, such as detailed open-book costing for the GMP. Design Development and Construction Phase Services generally encompass completing the Project's design, construction, commissioning and performance testing. Permitting activities are included in each Phase.

Preliminary Services Phase:

- Review Conceptual documents and available data provided by Owner. Identify any additional data needed.
- Define and clarify owner's requirements for project.
- Identify potential solutions to meet the Project requirements and study and evaluate such potential solutions including evaluation of treatment options and technologies.
- Identify and analyze relevant requirements of governmental authorities having jurisdiction over project. Consult with governmental agencies as necessary in coordination with the Owner.
- Visit the site to review existing conditions and facilities.
- Review any environmental assessments and impact statements furnished by Owner, and analyze the effect on the Project.
- Produce a report that recommends solutions to the Owner.

- After selection of recommended solution; conduct necessary work to produce the technical documents including final design criteria, preliminary drawings, outline specifications, written description of the project, (including preparing and submitting intermediate design review packages) and value-engineering activities in conjunction with Owner sufficient to prepare a GMP.
- Perform engineering studies (such as subsurface investigations, pilot studies, raw water/ wastewater analyses, etc.) to support design and cost estimating. Previous studies should be used where feasible.
- Initiate the construction planning including identifying construction sub-contractors and suppliers, providing constructability reviews, develop the construction schedule, and identify long-lead equipment and material purchases. Phasing and scheduling construction to meet the schedule without interruption of services to the Owner's customers.
- Prepare a project cost model and provide detailed cost estimates as the design is advanced.
- Submit and negotiate a GMP price to complete the Design Development and Construction Phase Services.
- Identify Project permitting requirements and initiate certain permitting activities.

Design Development and Construction Phase Services:

- Complete the final design Contract Documents.
- Procure equipment and sub-contractors.
- Secure necessary permits.
- Construct the Project.
- Conduct startup, commissioning and performance testing.
- Provide operator training.
- Provide warranty coverage.
- Closeout (punch list documentation and resolution, O&M manuals, systems and equipment training, as-built documentation, final inspection and acceptance.)

SJCUD shall provide the following:

- Attend all meetings organized by the Consultant.
- Provide information concerning the proposed project that may be available in St. Johns County files, including existing as-built drawings.
- Review and provide comments on all plans, specifications, and other documents at predetermined milestones.
- Assistance in sample collection and providing laboratory analysis.
- Inform the firm of any known St. Johns County procedures or requirements.
- Assist in the coordination of all activities of the project.

PART IV: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

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

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

Each Respondent, by submitting a Qualifications in response to this RFQ, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Qualifications, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFQ, and has full knowledge of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual and County Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Qualifications shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

B. TRADE SECRETS

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

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

C. CONFLICT OF INTEREST

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

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

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

D. USE OF COUNTY LOGO

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

E. QUALIFICATION PACKAGE SUBMITTAL INSTRUCTIONS:

The Qualifications format must sufficiently address and demonstrate all required components, follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

Qualifications **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS.** Each submitted package must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of **one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive**, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Qualifications shall be mailed or hand-delivered to:

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

RFQ Packages must be submitted, in the format provided herein, by or before four o'clock (**4:00 P.M.**) EST on **Thursday, May 28, 2020.**

St. Johns County Purchasing will not accept any Qualifications that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Respondents are not permitted to deliver packages to any County Department or County Employee other than the Purchasing Department, as provided herein. Any packages delivered to any County Staff other than the Purchasing Department shall be disqualified.

Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

All Qualifications must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Cover Page
2	Cover Letter
3	Introduction and Qualifications Statement
4	Past Performance/Related Experience
5	Collaborative Delivery Approach
6	Project Understanding and Delivery
7	Personnel Qualifications and Team Approach
8	Socioeconomic Business Enterprise
9	Administrative Information

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

Section 1: RFQ Cover Page (Complete and Submit)

Section 2: Cover Letter (Maximum pages: 2)

Respondent shall provide a cover letter which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFQ should be directed, as well as, the primary contact for this contract;
- A brief statement of the respondent's understanding of the services required and qualifications necessary to provide design-build services for CDBG-DR Project – Hastings Phase III WWTP Improvements;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines; and
- Such other information as the respondent deems appropriate.

Section 3: Introduction and Qualifications Statement (Maximum pages: 6)

Provide an introduction of the Design-Builder. Provide information regarding the firm's qualifications as they relate to wastewater treatment plant design and construction and specifically qualifications for the design build model. Provide qualification information for each entity involved in the Design-Builder team. The following are the Minimum Qualifications of Proposing Firm:

1. Experience Qualifications:
 - Design experience. Within the past 10 years, the Designer must have successfully completed the design of at least 3 wastewater treatment plant projects of similar size and type for municipal clients in the United States. Preferably one in the State of Florida and one non-greenfield site.
 - Construction experience. Within the past 10 years, the Builder must have successfully completed the

- construction of at least 3 wastewater treatment plant projects of similar size and type for municipal clients in the United States. Preferably one in the State of Florida and one non-greenfield site.
 - Design-build experience. Within the past 5 years, the Design-Builder must have successfully completed at least 1 water or wastewater treatment plant Design-Build project of similar size for municipal clients in the United States.
2. The Respondent must have at least one Certified Design Build Professional (DBIA); Associate Members will not qualify. Provide name, title and role in the project team.
 3. Total Financial Bonding Capacity of no less than (\$20,000,000.00) twenty million U.S. Dollars.
 4. Registered in the State of Florida to conduct business therein. Proof of registration shall be included in submittal.
 5. Qualifying Agent's Contractor's license for the Design Build Entity
 6. Engineer's Certificate of Authorization
 7. The Builder must have achieved an experience modification rate (EMR) of not greater than 1.0 for the current and past two years.

Provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments:

1. Material adverse changes in financial position. Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
2. Legal proceedings and judgments. List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.
3. Completion of contracts. Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.
4. Violation of laws. Has the Design-Builder been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 10 years? If so, describe the circumstances.
5. Debarred from bidding. Has the Design-Builder been debarred within the past 10 years, or is it under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Design-Builder's ability to perform its contractual commitments.

The Respondent must notify the Owner of any changes subsequent to submission of the SOQ and before the selection process is completed (and, in the case of the selected Respondent, before execution of the Agreement.

Section 4: Past Performance/Related Experience (Maximum pages: 6)

Provide three (3) project examples with references of Water or Wastewater Treatment Plant projects listed in the Statement of Qualifications section including at least one (1) Design-Build project.

Each project description shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Description of the project showing relevance to this Project
- Role of respondent
- Contract value
- Year started and year completed
- Provide Budget and Schedule Performance
- Firms and Key Personnel that participated in project and are included in this response, along with a clear description of the project role and responsibility of each

The Respondents statement shall include evidence of performance related to the Scope of Services.

In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements. Please indicate any such work done on behalf of Federal, State, City or local agencies where the agency has an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 5: Collaborative Delivery Approach (Maximum pages: 4)

In this section, Respondents shall provide a statement regarding the firm's approach to Design-Build projects. At a minimum the statement should address the following:

1. Collaborative approach philosophy for Design-Build
2. Design Builder staffing utilization
3. Owner integration
4. Communication plans
5. Managing Budget and Schedule
6. Risk and risk management
7. Safety

Section 6: Project Understanding and Delivery (Maximum pages: 6)

In this section, the respondent shall provide a written narrative providing the following:

- Discuss how your Company's management approach will lead to successful design and construction within the funding budget and schedule constraints.
- How will team make decisions on process, equipment sizing, selections, site layout, functional capabilities, etc., and design a facility with a long service life.
- Provide specific features/examples where a collaborative approach would be beneficial to this project.
- Discuss the major challenges your Company has identified on this project, and how you intend to address those challenges
- QA/QC
- Owner Integration
- Provide project schedule/timeline

Respondents are encouraged to think outside of normal processes and procedures for delivering the project, at lower cost and with expediency, to the County.

Section 7: Personnel Qualifications and Team Approach (Maximum pages: 10; up to 1 on 11"x17")

In this section, the respondent shall provide the following:

- Provide the firm's relevant data (main address, years in business, size of firm, etc.)
- Location of the primary office(s) to provide services
- Provide resumes of each of the following key personnel:
 1. Design Build Team Project Manager
 2. Engineering Project Manager
 3. Construction Project Manager
 4. Construction Superintendent
 5. QA/QC Team
 6. Other Support Team Members
- Resumes shall provide relevant qualifications, time with firm, total years involved in utility engineering and/or construction, relevant project experience, education, and professional registrations
- Provide an Organizational Chart Provide an organizational chart for the design build team including all people listed in the personnel section.
- Team members' experience together (a one-page summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.)
- Sub-Consultants

Section 8: Socioeconomic Business Enterprise

The County is seeking to encourage participation by firms who are MBE/WBE/DBE business enterprises. Provide current copy of certificate of MBE/WBE/DBE (if applicable).

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

Section 9: Administrative Information

Respondents must include the following:

- Drug Free Work Place Form (Complete and Submit)
- RFQ Affidavit (Complete and submit)
- RFQ Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- List of Proposed Subcontractors (Completed and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Certification of Non-segregated Facilities (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Proper and valid licensing to conduct business in the State of Florida
- Qualifying Agent's Contractor's license for the Design Build Entity.
- DBIA Certificate for qualifying DBIA Professional
- Engineer's Certificate of Authorization
- MBE/WBE/DBE Certificate (If Applicable)
- Bonding Capacity Evidence – Letter from Surety
- Proof of Insurance including limits
- Acknowledged all Addenda

PART V: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

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

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

B. EVALUATION OF QUALIFICATIONS

All properly submitted RFQ Packages that are determined to be responsive to the requirements of this RFQ will be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all responsive RFQ Packages submitted, an electronic copy of the RFQ Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet.

Evaluators will review and score the submitted, responsive, RFQ Packages individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting, and the list of respondents will be shortlisted to no fewer than 3 firms to participate in interviews. Following the interviews, if the County (in its sole discretion) deems that it is beneficial in evaluating their qualifications, the County may require that each of the shortlisted firms provide a public presentation. Any respondent that deems itself unable to provide a public presentation must explicitly state so in their proposal.

If required, public presentations will be evaluated by Evaluation Committee and scored as provided herein. At minimum, presentations should include the firm's qualifications, approach to the project and ability to furnish the professional services detailed on the RFQ. Presentation scores will be added to Qualification Package scores and totaled to determine final scores and ranking for recommendation for award.

The County will issue final scores and make final selection and award. The number one ranked firm will be submitted to the St. Johns County Board of County Commissioners for approval to enter into negotiations, and upon successful negotiations, award and execution of a contract. In the event that negotiations are unsuccessful and an agreement cannot be reached with the top ranked firm, staff will cease negotiations, and begin negotiations with the second ranked firm. This process will continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the County.

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

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

C. EVALUATION CRITERIA

The County will evaluate and rank respondents that submit RFQ Packages from highest to lowest based upon the specific evaluation criteria and point scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
1. Introduction and Qualifications Statement	15
2. Past Performance/Related Experience	25
3. Collaborative Delivery Approach	10
4. Project Understanding and Delivery	20
5. Personnel Qualifications and Team Approach	25
6. Socioeconomic Business Enterprise	<u>5</u>
Total Points Possible:	100
7. Presentations (if required)	10
Total Maximum Points Possible:	110

D. RECOMMENDATION FOR AWARD

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

E. PROTEST PROCEDURES

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Qualification, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County’s Purchasing Manual. All terms and conditions of the County’s Purchasing Manual are incorporated into this Request for Qualification by reference, and are fully binding.

PART VI: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm.

It is expressly understood that the Board of County Commissioner’s (Board’s) preference/selection of any qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board’s preference/selection of any qualifications, contract negotiations will follow between the County and the selected respondent. It is further expressly understood that no contractual relationship exists

with the County until a contract has been executed by both the County and the selected respondent. The County reserves the right to delete, add to, or modify one or more components of the selected respondent's qualifications in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

B. CONTRACT PERFORMANCE

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

C. TERMINATION

Failure on the part of the Firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving thirty (30) consecutive calendar days written notice to the Firm.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon sixty (60) days written notice to the Firm.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Firm to perform all work in accordance with 2 CFR 200 requirements, any grant requirements (Exhibit A), and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

E. DAVIS-BACON ACT

The Davis-Bacon and related Acts (DBRA) generally apply to contractors and sub-contractors performing on federal and federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Laborers and mechanics performing on the site of the work of DBRA-covered contracts are entitled to receive prevailing wage rates for such work.

The Davis-Bacon and related Acts (DBRA) require that contractors and sub-contractors performing on covered contracts pay any and all laborers and mechanics employed under the Contract, no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area, as provided by the Department of Labor, and as shown on **Exhibit "C"** Davis-Bacon Act, General Decision FL20190135 – Heavy, attached hereto.

Recordkeeping

Under the Davis-Bacon and related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Reporting

Each covered contractor and sub-contractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under “Recordkeeping” for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker’s social security number). Each payroll submitted must be accompanied by a “Statement of Compliance” using page 2 of Form WH-347 Payroll (For Contractors Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or sub-contractor, or by an authorized officer or employee of the contractor or sub-contractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period. Form WH-347 and instructions are available at the following links: <https://www.dol.gov/whd/forms/wh347.pdf> and <https://www.dol.gov/whd/forms/wh347instr.htm>

F. OSHA REQUIREMENTS

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

G. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

H. TRAINING AND EDUCATION

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operati on

Special emphasis should be given towards training and compliance with the Construction industry’s “Focus Four” established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocuti on Hazards.

I. FIRE EXTINGUISHERS (FOR FIRE EXTINGUISHER SERVICES)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

J. TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION “RIGHT TO KNOW AND UNDERSTAND” REGULATIONS

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing

work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

K. HAZARD COMMUNICATION

Contractors working on the jobsite are required to bring copies of all Safety Data Sheets (SDS) for hazardous materials they are bringing on the jobsite so that the information is accessible to all St. Johns County employees. It is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

L. TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

M. LICENSES, PERMITS & FEES

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

N. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

O. INDEMNIFICATION

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

In claims against any person or entity indemnified under this Paragraph by an employee of the Firm, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Firm or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

P. SUB-CONSULTANTS

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

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

Prior to the award of a Contract, the County will notify any awarded firm(s) in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-consultant. The Firm then may, at his option, withdraw his RFQ Package, or submit an acceptable substitute at no increase in price. If the Firm fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Firm, at no cost to the County.

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

Sub-Consultants and other persons and organizations proposed by the Firm and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. In addition, the Consultant is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

Q. SOCIOECONOMIC BUSINESS ENTERPRISE

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

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-consultants **OR**

2. If unable to utilize DBE/MBE/WBE certified sub-consultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the firm is not a Section 3 firm the firm entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-consultants; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

PART VII: FORMS & ATTACHMENTS

ATTACHMENT A

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

COVER PAGE

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

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

ATTACHMENT B

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

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

_____ does:

Name of Firm

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

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

Signature

Date

ATTACHMENT C

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

AFFIDAVIT

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

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Qualification and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of (Firm) the respondent submitting the attached Request for Qualification for the services covered by the RFQ documents for **RFQ NO: 20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements.**

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

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

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

Notary Public

My commission expires:

**VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR QUALIFICATION.**

ATTACHMENT D

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} _____,

being of lawful age and being duly sworn I, {insert affiant name} _____, as {insert position or title} _____ (ex.CEO, officer, president, duly authorized representative, etc.)

hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

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

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

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

Notary Public

My commission expires:

ATTACHMENT E

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (RFQ) Number/Description: **20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s) : _____
Signature Print Name/Title

Signature Print Name/Title

ATTACHMENT F

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

CLAIMS/LIENS/LITIGATION HISTORY

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

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a contract, been terminated for cause?
Yes _____ No _____ if yes, please explain in detail:

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

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

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

ATTACHMENT G

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

LIST OF PROPOSED SUB-CONSULTANTS (if applicable)

Any and all sub-consultants are subject to approval by the County. Each Respondent shall submit any sub-consultants proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-consultants qualifications, licensing, and certifications (including MBE/WBE/DBE)

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

ATTACHMENT H

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT I

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT J

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT K

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**St. Johns County
Certification of Non-segregated Facilities**

The federally assisted construction Consultant certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Consultant agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Consultant agrees that (except where he has obtained identical certifications from proposed sub-Consultants for specific time periods) he will obtain identical certifications from proposed sub-Consultants prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Consultant

Title

Date

ATTACHMENT L

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT M

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**ALL PROPER AND VALID LICENSING
(Attach or insert copy here)**

ATTACHMENT N

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**LETTER OF BONDABILITY INCLUDING BONDING CAPACITY
(Attach or insert copy here)**

ATTACHMENT O

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; G. Insurance Requirements (Page 13). Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

**CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)**

REQUEST FOR QUALIFICATION PACKAGE CHECKLIST

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFQ Cover Page		
Section 2	Cover Letter		
Section 3	Introduction and Qualifications Statement		
Section 4	Past Performance/Related Experience		
Section 5	Collaborative Delivery Approach		
Section 6	Project Understanding and Delivery		
Section 7	Personnel Qualifications and Team Approach		
Section 8	Socioeconomic Business Enterprise		
Section 9	Administrative Information (include the following):		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Claims/Liens/Litigation History		
	List of Proposed Subcontractors		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Proper and valid licensing to conduct business in the State of Florida		
	Qualifying Agent’s Contractor’s license for the Design Build Entity.		
	DBIA Certificate for qualifying DBIA Professional		
	Engineer’s Certificate of Authorization		
	MBE/WBE/DBE Certificate (If Applicable)		
	Bonding Capacity Evidence – Letter from Surety		
	Proof of Insurance with Limits		
	Acknowledged Addenda		

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 20-53;
RFQ TITLE:	RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS
DUE DATE/TIME:	By 4:00 P.M. – May 28, 2020
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



STANDARD FORM OF PRELIMINARY AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 520

Second Edition, 2010

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Washington, DC



TABLE OF CONTENTS

Article Name
Page

Article 1 General	2
Article 2 Design-Builder's Services and Responsibilities	2
Article 3 Owner's Services and Responsibilities	4
Article 4 Ownership of Work Product.....	4
Article 5 Contract Time	5
Article 6 Contract Price.....	5
Article 7 Procedure for Payment	6
Article 8 Electronic Data	7
Article 9 Other Provisions	8



Standard Form of Preliminary Agreement Between Owner and Design-Builder

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2020, by and between the following parties, for services in connection with the Project identified below.

OWNER:

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

DESIGN-BUILDER:

PROJECT:

Design Build Services for Hastings Phase III WWTP Improvements.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate with each other, and proceed on the basis of good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract"), as modified by the parties.

1.3 Enumeration of Contract Documents. The term "Contract Documents" as used herein shall include:

- a. Modifications (i.e., duly executed amendments, modifications and change orders);
- b. DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee with an Option for a Guaranteed Maximum Price;
- c. DBIA Document No. 520, Standard Form of Preliminary Agreement Between Owner and Design-Builder (2010 Edition), as modified by the parties;
- d. DBIA Document No: 535; Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition), as modified by the parties;
- e. Preliminary Design and Pre-Construction Services Proposal dated _____;
- f. St. Johns County RFQ No: 20-53 Documents and all issued Addenda, with those of later date having precedence over those of earlier date;
- g. Insurance Certificate(s) evidencing all required coverage;
- h. Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subgrant Agreement between the State of Florida, Department of Economic Opportunity (DEO), and St. Johns County;
- i. Community Development Block Grant – Disaster Recovery (CDBG-DR) Required Contract Clauses; and
- j. Other documents specifically enumerated in the Agreements as part of the Contract Documents.

1.3.1 Any document not identified above shall not be enforceable as a Contract Document, and does not form part of this Agreement. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above.

Article 2

Design-Builder's Services and Responsibilities

2.1 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

2.2 Preliminary Services.

2.2.1 Owner shall provide Design-Builder with Owner's Project Criteria, attached as Exhibit B to the Preliminary Design and Pre-Construction Services Proposal, describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

2.2.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an Additional Service pursuant to Section 2.7 hereof. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.2.3 Design-Builder will submit a Preliminary Design and Pre-Construction Services Proposal for owner approval prior to initiating pre-construction services associated with preparation and submittal of the GMP Package. The proposal will describe the design and pre-construction services scope and cost required to complete the GMP Package submittal. A copy of the submitted Preliminary Design and Pre-Construction Services Proposal dated _____ is attached hereto and incorporated into this Agreement.

2.3 Schematic Design Documents. Design-Builder shall prepare Schematic Design Documents based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

2.4 Proposal. Based on Owner's Project Criteria, the Schematic Design Documents, as each may be revised pursuant to Sections 2.2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "GMP Proposal"), no later than November 30, 2019 which shall include the following unless the parties mutually agree otherwise:

2.4.1 a proposed contract price for the design and construction of the Project, which price shall be in the form of a Guaranteed Maximum Price ("GMP");

2.4.2 a schedule and date of Substantial Completion of the Project upon which the Contract Price for the Project is based;

2.4.3 all other information necessary for the parties to enter into DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), with the accompanying DBIA Document No. 535, *General Conditions of Contract Between Owner and Builder*,; and

2.4.4 the time limit for acceptance of the GMP Proposal.

2.5 Review of Proposal. Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If Design-Builder finds the revisions acceptable, Design-Builder shall, upon receipt of Owner's notice, adjust the Proposal.

2.6 Completion of This Agreement. Design-Builder's services under this Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design-Builder finds acceptable.

2.7 Additional Services. Design-Builder shall perform the Additional Services set forth in a separate exhibit to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-

Builder, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

Article 3

Owner's Services and Responsibilities

3.1 Timely Performance. Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

3.2 Owner's Project Criteria. Owner shall provide Design-Builder with Owner's Project Criteria. If Owner desires that Design-Builder assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project.

3.3 Owner Provided Information. Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

3.3.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.3.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

3.3.3 A legal description of the Site;

3.3.4 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.3.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

Article 4

Ownership of Work Product

4.1 Ownership of the Work Product. The Design-Builder shall deliver to the Owner for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, including but not limited to, drawings, maps, sketches, and other data developed pursuant to the Contract Documents or purchased at the Owner's expense in completion of the Project. , hereinafter called "Work Product."

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the Owner, or at its expense, shall be kept confidential by the Design-Builder and shall not be disclosed to any other party, directly or indirectly, without the Owner's prior written consent, unless required by applicable law. All Work Product shall be and remains the Owner's property and may be reproduced and reused at the sole discretion of the Owner. In the event that the Owner modifies or makes use the Work Product, or any portions thereof, on a project or projects not described in the Contract Documents without the Design-Builder's express written consent, such use shall be at the Owner's sole discretion, liability and risk of the County. To the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them,

and their officers, directors, and employees, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the Owner's use before completion of the Work Product or if the Owner modifies or reuses the Work Product outside of the scope of work described in the Contract Documents, without the Design-Builder's involvement or consent.

Owner shall not retain any ownership interest in preexisting work conceived or developed by Design-Builder prior to its performance of the Agreement, or any work that is conceived or developed, but not unique to the Project as described in the Contract Documents. Any work product that owner does not receive ownership interest in, it shall receive a nonexclusive license for the purposes of constructing, using, maintaining, altering, and adding to the Project.

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 the Contract Documents and the consummation of the transactions contemplated hereby.

4.2 Owner's Limited Use. If Owner fails to enter into an agreement on this Project with Design-Builder to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, then Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on the following:

4.2.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"). To the extent permissible by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the use of the Work Product.

Article 5

Contract Time

5.1 Commencement Date. Design-Builder shall commence performance of the services set forth in this Agreement within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services no later than ninety (90) calendar days after the Date of Commencement.

5.2 Interim Dates. Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement. Such dates entitled, "Owner Key Milestone Dates" are attached as Exhibit A of the Preliminary Services Proposal, and incorporated herein.

Article 6

Contract Price

6.1 Contract Price. The Contract Price for this Agreement is \$ _____, as detailed in the Preliminary Design and Pre-Construction Services Proposal dated _____, attached hereto and incorporated herein.

6.2 Scope of Contract Price. The Contract Price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price may only be adjusted to reflect any Additional Services agreed upon by the parties through issuance of an Amendment to this Agreement which must be agreed to and executed by both parties.

Article 7

Procedure for Payment

7.1 Payment. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

7.1.1 Compensation/Billing/Invoices

- a. The Design-Builder's compensation is based upon the Design-Builder's adherence to the requirements provided in the Contract Documents. As such, the Design-Builder's compensation is dependent upon satisfactory completion and delivery of all Work Product and deliverables according to the prescribed schedule as provided in the Contract Documents.
- b. The Design-Builder shall bill Owner for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Design-Builder's authorized representative on the submitted invoice shall constitute the Design-Builder's certification to Owner that:
 - i. Design-Builder has billed the Owner for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
 - ii. As of the date of the invoice, no other outstanding amounts are due from the Owner to the Design-Builder for services rendered except as noted in the invoice;
 - iii. The reimbursable expenses, if any, have been reasonably incurred; and
 - iv. The amount requested is currently due and owing.
- c. Invoices submitted by the Design-Builder shall be submitted with the Owner's Monthly Invoicing Form 1551, and shall include a detailed written report of work accomplished in connection with the Contract Documents. The County may return any invoice submitted by the Design-Builder, to request additional documentation or information in order to clarify or correct any information contained in the invoice. Under such circumstances, the timeframe for Owner's payment will be extended to the extent necessary to clarify or correct of the invoice.
- d. The Design-Builder's acceptance of Owner's payment of any invoiced amount shall release the County from any claim by the Design-Builder, or by the Design-Builder's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- e. Unless otherwise notified, invoices must be delivered to:

St. Johns County Construction Services Department
2750 Industry Center Road
St. Augustine, FL 32084
- f. **FINAL INVOICE:** In order for the Owner and the Design-Builder to reconcile/close their books and records, the Design-Builder shall clearly indicate "Final Invoice" on the Design-Builder's final invoice to the Owner relative to the work associated with the Standard Form of Preliminary Agreement Between Owner and Design-Builder. Such indication establishes that all services have been satisfactorily performed and that all costs have been invoiced to the Owner and that there is no further work to be performed under the Agreement.

7.2 Interest. Payments due and unpaid by Owner to Design-Builder shall bear interest commencing thirty (30) days after payment is due at the rate of one and one half percent (1 1/2 %).

Article 8

Electronic Data

8.1 Electronic Data.

8.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

8.2 Transmission of Electronic Data.

8.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

8.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

8.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

8.3 Electronic Data Protocol.

8.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

8.3.2 Electronic Data will be transmitted in the format agreed upon in Section 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

8.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

8.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data

via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 9

Other Provisions

9.1 Initial Dispute Resolution. The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to the Construction Industry Mediation Rules then in effect.

9.2 Confidentiality. In accordance with the laws of the State of Florida, as applicable, Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies it as either confidential or proprietary at the time the information is provided to the receiving party; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.

9.3 Assignment. Neither Design-Builder nor Owner shall without the prior written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

9.4 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principles. Venue for any claim arising from this Agreement shall be in a state or federal court serving St. Johns County, FL.

9.5 Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

9.6 Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

9.7 Entire Agreement. The Contract Documents enumerated in Article 1.3 herein forms the entire agreement and understanding between Owner and Design-Builder, supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

9.8 Other Provisions. Other provisions, if any, are as follows:

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

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

following the end of the Agreement.

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

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

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

9.12 INTENTIONALLY OMITTED.

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

9.14 Indemnification. The Design-Builder shall indemnify and hold harmless DEO, the Owner, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Design-Builder in the performance of the Contract.

9.15 Insurance. The Design-Builder shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the Owner. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Design-Builder shall furnish proof of insurance to the Owner prior to the commencement of operations. The Certificate(s) shall clearly indicate the Design-Builder has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Owner. The Owner shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address: St. Johns Owner, FL
500 San Sebastian View
St. Augustine, FL 32084

The Design-Builder shall maintain throughout the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$5,000,000 per occurrence, \$10,000,000 aggregate, to protect the awarded Design-Builder from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the awarded Agreement, whether such operations be by the Design-Builder, or anyone directly employed by or contracting with the Design-Builder.

The Design-Builder shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$5,000,000, if applicable.

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

The Design-Builder shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

The Design-Builder shall maintain throughout the life of the awarded Agreement, Builders Risk Insurance, Property Insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured shall include the Owner, Design-Builder and Sub-contractors. The policy shall waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery, and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Design-Builder shall be responsible for the deductible. Such property insurance shall be maintained until final acceptance and payment has been made. If the policy is terminated for any reason, notice shall be provided to the Owner within a minimum of thirty (30) days by the carrier. The Owner, Design-Builder and any approved sub-contractors waive their rights of subrogation against one another.

The Owner reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the Owner to do so.

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

9.16 No Third Party Beneficiaries. It is expressly understood by the Owner, and the Design-Builder, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

9.17 Remedies. No remedy herein conferred upon any party is intended to be exclusive, and any/all remedies shall be cumulative and shall be in addition to any/all other remedies given hereunder or hereafter existing by law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

9.18 Conflict of Interest. The Design-Builder 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 Design-Builder further represents that no person having any interest shall be employed for said performance.

The Design-Builder shall promptly notify the Owner, 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 Design-Builder'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 Design-Builder may undertake and request an opinion of the Owner, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Design-Builder.

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

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

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

In the event events reasonably beyond the Design-Builder's control and without its fault or negligence cause a delay in the Design-Builder's performance of the project, Design-Builder shall submit documentation of such delay to Owner within 7 days of the event causing the delay. Upon the Design-Builder's request, the Owner shall consider the facts and extent of any delay in performing the work and, if the Design-Builder's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the Owner's right to change, terminate, or stop any or all of the Work at any time.

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

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

9.21 Contingent Fees. Pursuant to Section 287.055(6), Florida Statutes, the Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder 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 Design-Builder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

9.22 Access and Audits. The Design-Builder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least six (6) years after completion of the project. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Owner's cost, upon five (5) consecutive

calendar days' written notice.

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

9.24 E-Verify. The Design-Builder must utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel performing any work on the project. Additionally, the Design-Builder must expressly require any sub-contractors or sub-consultants performing work or providing services pursuant to the project shall likewise utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all employees hired by the sub-contractor or sub-consultant while working on the project.

9.25 Notices. All required notices related to the project, under the Contract Documents, shall be sent, by certified mail, return receipt requested, with a copy via email to:

Owner: St. Johns County, FL
Purchasing Division
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150

Design-Builder:

9.26 Public Records.

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the Contract Documents shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or unaffiliated party.
- b. In accordance with Florida Law, to the extent that the Design-Builder's performance under the Contract Documents constitutes an act on behalf of the Owner, the Design-Builder shall comply with all requirements of Florida's public records law. Specifically, if the Design-Builder is expressly authorized, and acts on behalf of the Owner under the Contract Documents, the Design-Builder shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the work;
 - ii. Upon request from the Owner's custodian of public records, provide the Owner 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. Ensure that public records related to the project, that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the project and following completion of the project if the Design-Builder does not transfer the records to the Owner; and
 - iv. Upon completion of the project, transfer, at no cost, to the Owner, all public records in possession of the Design-Builder or keep and maintain public records required by the Owner related to the performance of the work.
- c. If the Design-Builder transfers all public records to the Owner upon completion of the project, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the project, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the Owner's information technology systems.

- d. Failure by the Design-Builder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the Contract by the Owner.

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

9.27 Use of Owner Logo. Pursuant to, and consistent with St. Johns County Ordinance 92-2 and St. Johns County Administrative Policy 101.3, the Design-Builder may not manufacture, use, display, or otherwise use any facsimile or reproduction of the Owner's Seal/Logo without express written approval of the Board.

9.28 Compliance with Applicable Laws. The Design-Builder shall comply with all applicable federal, state, and local laws, rules, regulations, orders, and policies in its performance under this Agreement.

9.29 Authority to Execute. Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.



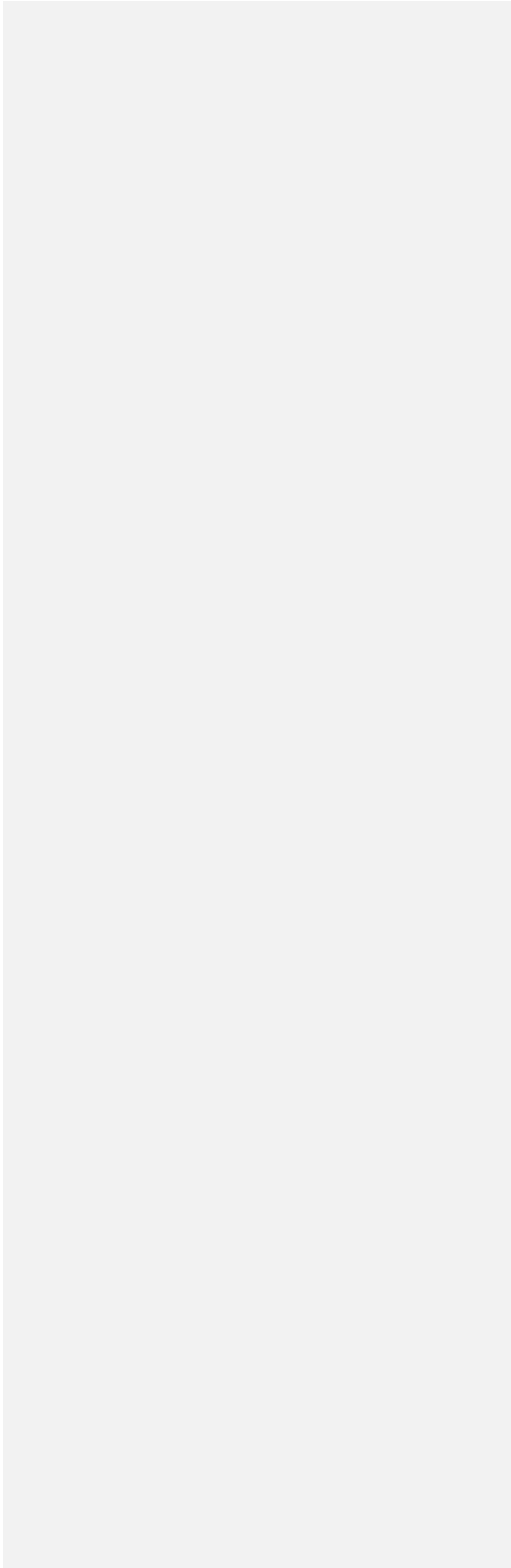
**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER -
COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE**

Document No. 530
Second Edition 2010
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Washington, DC

TABLE OF CONTENTS

Article	Name	Page
Article 1	Scope of Work	2
Article 3	Interpretation and Intent	3
Article 4	Ownership of Work Product	3
Article 5	Contract Time	4
Article 6	Contract Price	5
Article 7	Procedure for Payment	8
Article 8	Termination for Convenience	9
Article 9	Representatives of the Parties	10
Article 10	Bonds and Insurance	11
Article 11	Other Provisions	12

DRAFT





**Standard Form of Agreement
Between
Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum
Price**

This **AGREEMENT** is made as of the ____ day of in the year of 2020, by and between the following parties, for services in connection with the Project identified below:

OWNER:

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

DESIGN-BUILDER:

PROJECT:

Design-Build Services for Hastings Phase III WWTP Improvements.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 This Agreement, DBIA Document No: 530; Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price, as modified by the Parties, together with all exhibits, addenda, and amendments hereto executed by the Parties;

2.1.2 Any Change Orders issued pursuant to this Agreement and executed by the Parties, which shall be incorporated into and made part of the Contract Documents upon execution;

2.1.3 The GMP Exhibit referenced in Section 6.6.1.1 herein;

2.1.4 DBIA Document No: 520; Standard Form of Preliminary Agreement Between Owner and Design Builder, as modified by the Parties, together with all exhibits, addenda, amendments thereto, and change orders or other modifications executed by the Parties;

2.1.5 DBIA Document No: 535; Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition), as modified (herein after referred to as "General Conditions of Contract");

2.1.6 St. Johns Request for Qualifications (RFQ) No: 20-35 and all issued Addenda;

2.1.7 All Public Construction Bonds required in accordance with the Contract Documents;

2.1.8 All Insurance Certificates required in accordance with the Contract Documents;

2.1.9 Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subgrant Agreement between the State of Florida, Department of Economic Opportunity (DEO), and St. Johns County (the Subgrant Agreement);

2.1.9 Community Development Block Grant – Disaster Recovery (CDBG-DR) Required Contract Clauses; and

2.1.10 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Any document(s) not identified above shall not be considered enforceable as a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence and the remaining documents in the order listed above.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of this Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents and the GMP Proposal, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to Owner's acceptance of the GMP Proposal, and subsequent execution of this Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the body of this Agreement takes precedence, and the remainder of the Contract Documents in the order in which they are listed in Section 2.1 of this Agreement.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall be defined as provided in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to a reasonable adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by inaccurate design specifications provided by Owner.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the Owner, or at its expense, shall be kept confidential by the Design-Builder and shall not be disclosed to any other party, directly or indirectly, without the Owner's prior written consent, unless required by applicable law. All Work Product shall be and remains the Owner's property and may be

reproduced and reused at the sole discretion of the Owner. In the event that the Owner modifies or makes use the Work Product, or any portions thereof, on a project or projects not described in the Contract Documents without the Design-Builder's express written consent, such use shall be at the Owner's sole discretion, liability and risk of the County. To the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, and employees, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the Owner's use before completion of the Work Product or if the Owner modifies or reuses the Work Product outside of the scope of work described in the Contract Documents, without the Design-Builder's involvement or consent.

Owner shall not retain any ownership interest in preexisting work conceived or developed by Design-Builder prior to its performance of the Agreement, or any work that is conceived or developed, but not unique to the Project as described in the Contract Documents. Any work product that owner does not receive ownership interest in, it shall receive a nonexclusive license for the purposes of constructing, using, maintaining, altering, and adding to the Project.

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 the Contract Documents and the consummation of the transactions contemplated hereby.

4.2 DELETED

4.3 DELETED

4.4 DELETED

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, to the extent permissible by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from Owner's use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the Parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved by no later than _____ (_____) calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”). The Parties hereby expressly agree that the definition of “Substantial Completion” set forth in Section 1.2.18 of the General Conditions of Contract is hereby amended and modified to read as follows:

“*Substantial Completion*” is the date on which the Work, or a mutually agreed upon portion of the Work (as evidenced in writing), is sufficiently complete in accordance with the Contract Documents so that Owner may occupy and use the Project or a portion thereof for its intended purposes.”

5.2.2 Final Completion of the Work shall be achieved by no later than forty five (45) calendar days following Owner’s acceptance of Substantial Completion.

5.2.3 All of the dates set forth in this Article 5 (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder agrees that, if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder further agrees that if Substantial Completion is not attained by or before the Substantial Completion Date (the “LD Date”), Design-Builder shall pay Owner _____ dollars (\$ _____) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

Commented [RL1]: The amount of liquidated damages will be based on the total contract amount.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are caused by, or related to, any delay.

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be five million five hundred thousand dollars (\$5,500,000.00).

5.6 DELETED

5.7 In addition to the Parties’ consideration of a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to a reasonable adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed fifteen (15) cumulative days. Such additional compensation shall be limited to the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.2 DELETED

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in the GMP Proposal.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel (inclusive of applicable employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, which are customarily paid by Design-Builder) engaged in the performance of the Work.

6.3.3 DELETED.

6.3.4 DELETED.

6.3.5 In accordance with Owner's Administrative Policy, the actual cost of travel and per diem for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained. *Note: Owner should not be subject to additional costs for the repair or correction of nonconforming work performed by the Design-Builder. If Design-Builder must reperform or correct any work due to its noncompliance with the project requirements, those costs should be absorbed by the Design-Builder.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or otherwise required in performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Applicable sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Reasonable legal costs, court costs and costs of mediation and arbitration incurred in the performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The reasonable cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 DELETED.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 DELETED

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Prior to Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that the cost of the Work shall not exceed the GMP of _____ Dollars (\$_____). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the thirtieth (30) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within twenty (20) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 DELETED

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one half percent (1 1/2 %) per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of six (6) years after the date DEO issues the final closeout (as defined in Rule 73C-23.0031, F.A.C.) of the CDBG award as provided in the Subgrant Agreement (Final Closeout), Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Closeout. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' prior written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of fifteen percent (15 %) on the sum of items 8.1.1 and 8.1.2 above.

8.2 DELETED.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Hunter S. Conrad
County Administrator
500 San Sebastian View
St. Augustine, FL 32084
Phone: (904) 209-0500**

9.1.2 Owner designates the individual(s) listed below as its Owner's Representative, which individual(s) have the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

(1) For Project oversight:

**Teri Hinson, P.E.,
SJC Utilities Department
1205 State Road 16
St. Augustine, FL 32084**

(2) For contractual issues:

**Leigh Daniels, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084
Phone: (904) 209-0158**

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in

Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

10.3 Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each bond furnished by the Design-Builder shall incorporate by reference the terms of the Agreement as fully as though they were set forth verbatim in such bonds. Each bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Design-Builder, the Design-Builder shall obtain either an amended bond or new bond that reflects the adjusted Project Price. Design-Builder shall provide such amended or new bond to the Owner within ten (10) days of the Change Order being approved to adjust the Project Price. Each bond furnished by the Design-Builder shall be in a form and format suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to Owner.

10.4 If the Design-Builder refuses or fails to prosecute the Work or any separable part thereof, with the diligence that will insure its timely completion as specified in the Contract Documents including any extension, or fails to complete the Work within this time, Owner may, by written notice to the Design-Builder, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, Owner may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Project Site necessary for completing the Work. The Design-Builder and its sureties shall be liable for any damage to Owner resulting from the Design-Builder's refusal or failure to timely complete the Work as provided in the Contract Documents, whether or not the Design-Builder's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Owner in completing the Work.

Article 11

Additional Provisions

11.1 Public Records

17.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17.1.2 In accordance with Florida law, to the extent that Design-Builder's performance under this Contract constitutes an act on behalf of Owner, Design-Builder shall comply with all requirements of Florida's public records law. Specifically, if Design-Builder is expressly authorized, and acts on behalf of Owner under this Agreement, Design-Builder shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the Services;

(2) Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Design-Builder does not transfer the records to Owner; and

(4) Upon completion of this Agreement, transfer, at no cost, to Owner all public records in possession of the Design-Builder or keep and maintain public records required by Owner to perform the Services.

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

17.1.4 Failure by the Design-Builder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN:

Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

11.2 Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Article 10 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in St. Johns County, Florida.

11.3 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.4 In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Note Original copies of this Agreement have this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

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Washington, DC



TABLE OF CONTENTS

Article	Name	Page
Article 1	General.....	1
Article 2	Design-Builder's Services and Responsibilities.....	2
Article 3	Owner's Services and Responsibilities.....	6
Article 4	Hazardous Conditions and Differing Site Conditions.....	8
Article 5	Insurance and Bonds	9
Article 6	Payment.....	11
Article 7	Indemnification	14
Article 8	Time	15
Article 9	Changes to the Contract Price and Time.....	16
Article 10	Contract Adjustments and Disputes	17
Article 11	Stop Work and Termination for Cause	19
Article 12	Electronic Data	21
Article 13	Miscellaneous.....	22

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), as modified, and all Contract Documents referenced in the executed Agreement(s) between Owner and Design-Builder.

1.2.2 *Basis of Design Documents* are as follows: are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents."

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified.

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which shall be shall be agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with

Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, as modified.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner, with a copy provided to the Owner's Representative, as provided in Section 9.1.2 of DBIA Document No: 530; *Standard Form of Agreement Between Owner and Design-Builder*, as modified, with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between*

Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to

perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which

Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.3 A legal description of the Site;

3.2.1.4 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Owner's request, Design-Builder shall promptly furnish reasonable evidence satisfactory to Owner that Design-Builder has adequate funds and resources available to fulfill all of Design-Builder's obligations under the Contract Documents. If Design-Builder fails to furnish such financial information in a timely manner, Owner may stop Work under Section 11.2.1 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government

charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys'

fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining all insurance for the coverage amounts all as set forth in the Contract Documents. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Contract Documents.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will be maintained in full force and effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, a certificate evidencing coverage will be supplied upon each renewal. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall maintain adequate liability insurance from a provider authorized to do business in the State of Florida as set forth in the Contract Documents to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located

property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles and uninsured risk under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions set forth in the Contract Documents.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the State of Florida.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Upon execution of this Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Contract Documents.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.8 Procedure for Change of Payment

6.8.1 Upon execution of the Agreement, Design-Builder shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Design-Builder by wire transfer (the "Payment Information"). Contractor shall submit the initial Payment Information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation, followed by written confirmation, from Design-Builder's Chief Financial Officer or Design-Builder's VP of Finance. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Design-Builder as required under the terms of the Contract Documents.

6.9 Escalation

6.9.1 The Contract Price for this project has been calculated based on the current prices for the component building materials. However, the market for construction materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. The Contractor agrees to use his best efforts to obtain the lowest possible prices from available construction material suppliers. However, the Contract Price may be adjusted in the event extraordinary or highly inflationary increases in the costs of the specified materials occur during the Project, through no fault of Contractor, and would result in a substantial inequity to Contractor without such adjustment. The specified materials that are at risks are aluminum, steel, and copper.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against the Florida Department of Economic Opportunity (DEO) or Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall, to the extent permissible by law, defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's written authorization, an exemption for all or part of the Work is claimed for taxes, Owner shall, to the extent permissible by law, indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's written directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless DEO and Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps

necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend DEO and Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.5.2 If an employee of Owner, Owner's separate contractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance may be reasonably extended by Change Order, upon agreement by both parties. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner

or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. In the event events reasonably beyond the Design-Builder's control and without its fault or negligence cause a delay in the Design-Builder's performance of the project, Design-Builder shall submit documentation of such delay to Owner within 7 days of the event causing the delay.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to

incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 DELETED.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY

OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.5.3 Limitation of Liability. Design-Builder's maximum aggregate liability under the Contract Documents from any and all causes shall in no case exceed five percent (5%) of the Contract Price (as the same may be adjusted in accordance with the Contract Documents).

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, or (v) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

***Note: Need to include provision of going to the Performance Bond for completion of the work in lieu of termination with the Design-Builder. If Design-Builder fails to perform, the first step available to the County is to invoke the Surety Company for completion of the remainder of the work per the terms of the Contract Documents.**

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any qualified person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled

to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprourement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-

Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the “Bankrupt Party”), such event may impair or frustrate the Bankrupt Party’s ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of

Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Subject to applicable state and federal law, Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary at the time the information is transmitted to the receiving party; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Florida. Venue for any dispute stemming from the Agreement shall be in St. Johns County.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

EXHIBIT A

CDBG-DR REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor 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 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 the contractor’s legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. The contractor 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.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a.** This section applies to all construction contracts in excess of \$2,000.
- b.** In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c.** Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a.** This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a.** This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b.** As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c.** The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a.** The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b.** The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- f.** Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g.** With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

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

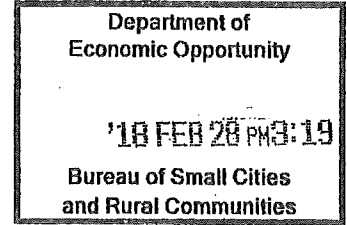
13. Fraud and False or Fraudulent or Related Acts.

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

Exhibit B

DEO Agreement No.: H2338

State of Florida Department of Economic Opportunity



Res 2018-58

Federally-Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and St. Johns County, Florida, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement pursuant to Subrecipient's adoption by its governing body of the Resolution 2018-58 [insert resolution, motion, or similar action] dated 2/20/18 authorizing the Subrecipient to enter into this Agreement with DEO. By signing this Agreement, Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) **Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B Project Budget and Attachment C Activity Work Plan, Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto

as necessary and appropriate; Provided; further, that if there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations, and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends sixty (60) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and DEO's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination and sole and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout (as defined in Rule 73C-23.0031(18), F.A.C.) for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires extends beyond the six-year period, in which case the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all subrecipients, contractors, subcontractors, and consultants paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars (\$750,000) in Federal funds during the fiscal year.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from DEO's grant manager for this Agreement. (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) **Reports.** The Subrecipient shall provide DEO with all reports and information set forth in Attachment H titled "Reports". The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the

Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee as detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 C.F.R. §200.521.

(d) Corrective Actions:

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

(9) Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training, and oversight of the parties it deals with or employs to carry out the terms of this Agreement and, to the extent set forth in Section 768.28, Florida Statutes, shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies, or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement, or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion, and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to may make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs

and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advising the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure by DEO to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines, and websites will include details on the right to file a complaint or appeal, and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Chief, Community Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160 Tallahassee, Florida 32399

DEO will handle citizen complaints by conducting:

- (a) Investigations as necessary;
- (b) Resolution; or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If at the conclusion of the appeals process the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Disaster Recovery Program operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice., from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives, or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The aforementioned reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the

portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due DEO from the Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of the grant manager for this Agreement is:

Robin Grantham, Government Operations Consultant II
CDBG-Disaster Recovery Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8426 – Fax: (850) 922-5609
Email: Robin.Grantham@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Joseph Giammanco
St. Johns County Board of County Commissioners
500 San Sebastian View

St. Augustine, Florida, 32084
Telephone: (904) 209-0152 - Fax: (904) 209-0153
Email: jgiammanco@sjcfl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (16) above.

(17) Contracts. If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages.

The Subrecipient must ensure all contracts and agreements clearly state the period of performance or date of completion and incorporate performance requirements.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – *[Intentionally Deleted]*

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Compliance

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

Attachment L – eCDBG Access Authorization Form

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$45,837,520 subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes, and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the eCDBG Access Authorization Form, Attachment L, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(f), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient. The Subrecipient shall send an employee or an elected official representative to DEO's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S..

(21) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00, or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient with respect to this Agreement, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) The Subrecipient shall comply with all applicable local, state, and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C.

§ 12101 *et seq.*) and , which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(i) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(j) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(k) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S..

(l) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent, and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO 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 provided by chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a) of the Florida Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with

DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part

with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form SC-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Projects must primarily address unmet housing needs;
- (b) Projects must primarily serve LMI populations; and
- (c) Projects for infrastructure must support LMI housing.

(30) Independent Contractor.

a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment

relationship between DEO and the Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise, or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(h) Notwithstanding the provisions of Paragraph (20) (h) herein with respect to DEO's Implementation Workshop, DEO shall not provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties have caused this Agreement to be executed by their duly authorized undersigned officials on the day, month, and year last written below.

St. Johns County, Florida

Florida Department of Economic Opportunity

By: [Signature]
(Authorized Signature)

Date: 2-23-18

By: [Signature]
(Authorized Signature)

Date: 3-1-18

Name: Michael D. Wanchick

Name: Julie A. Dennis CHRIS PEARCY

Title: County Administrator

Title: Director, Division of Community Development CHIEF OF STAFF

Federal Tax ID#: 596000825-008

DUNS#: 073236739

LEGALLY SUFFICIENT

[Signature]
Name
Date: 2/23/18

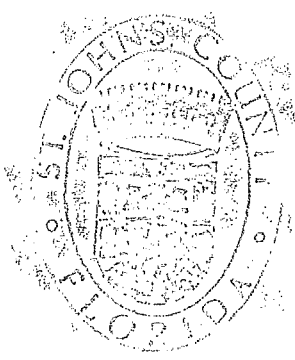
Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel

Department of Economic Opportunity

By: [Signature]

Approved Date: 3/1/18



ST JOHNS COUNTY

MAR 06 '18

PURCHASING

Attachment A – Project Description and Deliverables

I. Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricanes Hermine and Matthew for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities, and identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program design and implementation services necessary to mobilize and launch its production implementation systems to support programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County will offer a range of services including, a Housing Program, Public Facilities Program and Infrastructure Program.

A. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew. The range of services offered includes the following range of eligible CDBG DR activities:

- a. Repair and Elevation;
- b. Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable;
- c. Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable;
- d. Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA);
- e. Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm; and
- f. Buyout and Acquisition for Redevelopment Pilot Programs.

St. Johns County estimates the Homeowner Services Project will meet the Low- and Moderate-Income National Objective by serving at least 70% LMI households. The 30% balance served will meet the Urgent Need National Objective.

2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI

PUD) located at a 13.53-acre site accessed directly from State Road 207. The project will meet the LMI household National Objective. The eligible activity is Housing Construction.

B. Public Facilities Program: State Road 207 Unified Service Center

St. Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate-Income Vulnerable Populations such as those experiencing homelessness and/or at risk of homelessness in St. Johns County. The Unified Service Center will be developed in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207. The PUD calls for a mixed-use campus style development construction of two (2) separate buildings for social services delivery and offices which will include a large open space that can serve as an Emergency Shelter for larger at-risk populations during dangerous storms or inclement weather as well as five (5) residential apartment buildings for up to 80 units, with associated parking, sidewalks, park and open space areas and storm water ponds.

The Unified Services Center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meetings rooms, temporary emergency shelter, and medical and social service space related to the project mission, such as food pantry, medical clinic, dental clinic, and similar uses that may be provided to serve the planned permanent supportive housing and population that may require such services. The open space of the kitchen/cafeteria area can convert to temporary emergency shelter for the larger at-risk community in St. Johns County during dangerous storms or inclement weather.

C. Infrastructure Program

1. Infrastructure Recovery Program. St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew.

a. The range of services offered shall include:

1. Roadway Reconstruction/Repair – Reconstructing/repairing of County roadway substantially damaged from the storm.
2. Storm-sewer conveyance capacity improvements – Increasing the capacity of existing storm-sewer infrastructure (culverts) that were inadequate based on flooding during the storm event.
3. Storm water and drainage improvements – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event. This includes construction of new storm water ponds and/or storm water pump systems.
4. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
5. In-place repair sanitary sewer pipes – In-place repair via sliplining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
6. Sanitary Sewer Pump Stations – Repair of sanitary sewer pump stations damaged during the storm event.

b. The schedule of projects for Tranche #1 of the CDBG Disaster Recovery Subrecipient Agreement between Florida DEO and St. Johns County includes:

1. Armstrong Drainage
2. Hastings Phase I Sewer
3. Hastings Phase II Sewer
4. N. Rodriguez Drainage

5. Orange St Drainage
6. Avenue D Drainage
7. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
8. St. Augustine Blvd & Cypress Rd Drainage

II. St. Johns County Responsibilities

St. Johns County shall complete the following tasks:

A. CDBG-DR Program Design and Implementation

St. Johns County will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

1. Complete Staffing plan for St. Johns County CDBG-DR Program that includes:
 - a. Organizational Chart;
 - b. Job Descriptions for County and contracted staff and vendors; and
 - c. Scope of work and procurement plan for vendors and construction contractors.
2. Complete procurement of vendors for internal grants management and compliance and direct program and project production, Completion of this task is satisfied when St. Johns County and vendor executes a contract.
3. Establish and administer financial management system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
4. Establish and administer quality assurance and quality control system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
5. Establish and administer public information and communications program.
6. Establish and administer production and grants management reporting system.
7. Provide ongoing program administration, policy, grants and financial management services to support St. Johns County CDBG-DR Programs and Projects.

B. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a homeowner services project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

- a. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration for the homeowner services project;
- b. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing construction for the homeowner services project;
- c. Complete program/project design and process maps for launch of intake and construction services including:
 - i. Applicant Case Management
 - ii. Construction Management, and
 - iii. Finance, Compliance and Reporting;
- d. Develop and operate an Interim system record and applicant case and construction project tracking system.
- e. Complete preparations for and launch of homeowner intake services function;

- f. Complete update of unmet needs data;
- g. Complete and submit revised budget for homeowner services project based on updated unmet needs; and
- h. Provide ongoing project implementation and compliance management supervision and support and reporting services.

2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207 As follows:

- a. Complete update of Unmet Needs for Rental Housing serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval;
- b. Complete Procurement and/or Engagement of Rental Housing Project Development and Property Management Team;
- c. Develop an activity work plan detailing activities involved in the successful completion of the Supportive Housing Initiative Planned Unit Development (SHI PUD) Rental Housing Project for review and approval by DEO; and
- d. Complete activities as detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction, lease-up and stabilization of 80-unit rental housing project.

C. Public Facilities Program

State Road 207 Unified Service Center

St. Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate –Income Vulnerable Populations such as the homeless and/or those at risk of homelessness in St. Johns County as follows:

- a. Complete update of Unmet Needs for Homeless Shelter serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
- b. Complete Procurement and/or Engagement of Shelter Operator, Project Development and Property Management Team.
- c. Develop an activity work plan detailing activities involved in the successful completion of the Homeless Shelter and Social Services Center Project for review and approval by DEO.
- d. Complete activities detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction and operations of the Unified Service Center project. The integrated social services center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meeting rooms, emergency temporary shelter, and medical and social service space related to the mission of the project, such as a food pantry, medical clinic, dental clinic and similar uses that may be provided to serve the planned permanent supportive housing and population that require such services. The open space of the cafeteria area can convert to temporary emergency shelter for the larger at risk community in St. Johns County during dangerous storms or inclement weather.

D. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recover from storm related damage due to Hurricanes Hermine and/or Matthew.

1. As part of the Infrastructure Program Mobilization, Subrecipient will complete the following tasks:
 - a. Complete procurement and selection of its consultants and/or staff that will manage assessment, design, permitting, bidding, and construction of the Infrastructure Recovery Program.
 - b. Complete Operations Management Plan for Infrastructure Improvement projects including Process Map.
 - c. Submit a Staffing Plan and organization chart for management of the Infrastructure Recovery Program. The staffing plan shall include an Organization Chart, Job Descriptions for County and contracted staff and vendors, and Scope of Work and Procurement Plan for Consultants.
 - d. Complete update of Unmet Needs for Infrastructure Improvement serving vulnerable LMI areas tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
 - e. Submit to DEO for review and approval an updated Budget for the Infrastructure Recovery Program based on updated unmet needs data, on-going design and updated construction estimates.

2. As part of the Infrastructure Program launch, the Subrecipient will complete the following schedule of projects:
 - a. Armstrong Drainage
 - b. Hastings Phase I Sewer
 - c. Hastings Phase II Sewer
 - d. N. Rodriguez Drainage
 - e. Orange St Drainage
 - f. Avenue D Drainage
 - g. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
 - h. St. Augustine Blvd & Cypress Rd Drainage

For all of the above projects, Subrecipient is required to complete the following tasks:

- a. Complete Procurement and/or Engagement of Vendors and Contractors for Infrastructure Improvement projects.
- b. Develop activity work plans for review and approval by DEO detailing activities involved in the successful completion of infrastructure improvement projects, including:
- c. Complete activities as detailed in the activity work plans approved by DEO, provide ongoing production and compliance management supervision and reporting services in support of successful completion of Infrastructure Improvement projects.

St. Johns County shall complete an Activity Work Plan (Attachment C) detailing activities involved in the successful completion of project tasks identified in in sections A through D above, and submit to the DEO grant manager identified in Section 16 of the Agreement. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved.

Deliverable 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>CDBG-DR Program Design and Implementation Subrecipient shall complete an eligible project implementation task as detailed in section II.A.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.A; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Homeowner Service Project Subrecipient shall complete an eligible task as detailed in section II.B.1.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.B.1; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Supportive Housing Initiative PUD Rental Housing Project Subrecipient shall complete an eligible task as detailed in section II.B.2.</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.B.2 above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>

Deliverable 4	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Public Facilities Program Subrecipient shall complete an eligible task as detailed in section II.C..</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.C. above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 5	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Infrastructure Program Subrecipient shall complete an eligible task as detailed in section II.D.</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.D above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p>TOTAL AWARD NOT TO EXCEED \$45,837,520</p>		

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Modification Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project													
3. Public Facilities Program – Unified Service Center													
4. Infrastructure Program													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												
	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												

	St. Augustine - Lake Maria Sanchez HMGP Match Drainage													
	St. Augustine Blvd & Cypress Rd Drainage													
5.	Administration													
6.	Planning													
Totals:														

*Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

	Source of Other Funds	Amount
1.		
2.		
3.		
4.		

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

DEO Agreement No.: H2338

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan.
If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. For administrative services contracts, one copy of each proposal submitted in response to the RFP;
 - g. Commission minutes approving contract award;
 - h. Cost breakout from the selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - i. The proposed contract;
 - j. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
 - k. If a protest was filed, a copy of the protest and documentation of resolution;
 - l. The Subrecipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with CDBG-DR funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Subrecipient has not obtained DEO's approval; and
 - m. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient shall obtain approval from DEO prior to requesting CDBG-DR funds for engineering activities and costs which are additional engineering services as defined in Rules 73C-23.0031(6)(a)-(l), F.A.C.
6. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. The Subrecipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
8. For each procured construction contract or agreement for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Form SC-51 – Bidding Information and Contractor Eligibility;

- Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
- Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
- Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status.

For each procured construction contract or agreement projects for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-DR funds for the same activity. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-DR portion of the cost of post-administrative closeout audits.
13. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
14. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.

15. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
16. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
17. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and Rule 73C-23.0051(11), F.A.C.
18. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
19. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
20. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
21. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Attachment F – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254). Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521:

Corrective Actions

The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided

to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29

U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

State and Local Nondiscrimination Provisions

The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);

Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations,

facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

Affirmative Action

(iii) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(iv) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(v) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7,

provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

Lobbying Certification

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

Lead-Based Paint

The Grantee shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Attachment G – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or

- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBGDR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that St. Johns County shall comply with all of the provisions and Federal regulations listed in this attachment.

By:



Date:

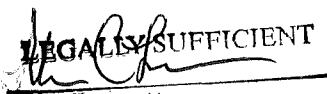
3-14-18

Name:

Michael Wanchick

Title:

County Administrator

LEGALLY SUFFICIENT

Name _____
Date: _____

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with Rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Monthly Progress Report**, Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each month.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's eCDBG reporting system at <https://www.deocdbg.com/Default.aspx>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement termination date, in compliance with Rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's eCDBG reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the *Project Description and Deliverables, Project Detail Budget and Activity Work Plan*.

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), section 218.33, F.S., and the rules promulgated thereunder, Rule 73C-23.0051(1), F.A.C., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Subrecipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)

The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

- B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
 3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor

General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Federal Funds Obligated to Subrecipient: \$45,837,520

Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii

Catalog of Federal Domestic Assistance Number: 14.228

Project Description: Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

*Submit an original eCDBG Access Authorization Form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.*

Attachment L – eCDBG Access Authorization Form

Recipient Name: St. Johns County	Contract Number: H2338	Funding Source: CDBG-DR
Mailing Address (Street or P.O. Box):		
City, State, and Zip Code:		
Recipient's DUNS #:	Recipient's FEID #:	
<p>Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – http://www.deocdbg.com. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, <i>eCDBG Access Authorization Update Form</i>, to DEO. CDBG Program Phone Number: (850) 717-8405.</p>		
Primary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
Secondary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
<p>As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.</p>		
Name:	Date: _____	_____ Signature
Title:		
Additional Payment Information for Processing Requests for Funds		
<input type="checkbox"/> Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if the Recipient will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a housing rehabilitation grant, check here if your local government will use an escrow account for housing activities.		
<p>CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.</p>		
<p>Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.</p>		
Name of Financial Institution:	Account Number:	
Address:	Telephone Number: () -	
City, State and Zip Code:		

RESOLUTION NO. 2018-58

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO IMPLEMENT A SUBRECIPIENT CONTRACT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, UNDER THE PROVISIONS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM AND TO RECOGNIZE AND APPROPRIATE WITHIN THE FY 2018 COUNTY BUDGET.

RECITALS

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development (hereinafter referred to as "DEO") for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery

WHEREAS, HUD has awarded the COUNTY a grant in the amount \$45,837,520 of to assist the COUNTY in providing assistance to residents impacted by Hurricane Matthew in accordance with the DEO Action Plan; and

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons; and

WHEREAS, the award of CDBG-DR funds was not anticipated during the adoption of the Fiscal Year 2018 budget and therefore needs to be recognized and appropriated in the amount of \$45,837,520.

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

Section 1. Incorporation of Recitals.

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby adopts the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to take the necessary steps to implement the Subrecipient Contract.

Section 3. Recognition of Unanticipated Revenue.

The Board of County Commissioners recognizes and appropriates unanticipated revenue in the amount of \$45,837,520 into the General Fund and authorizes its expenditure by the CDBG-DR Program.

Section 4. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 20th day of February, 2018.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: _____

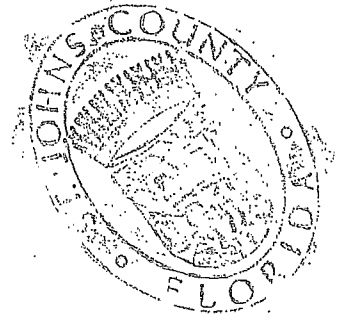
Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Pam Halterman
Deputy Clerk

RENDITION DATE 2/21/18



**AMENDMENT ONE
TO COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
SUBGRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. JOHNS COUNTY, FLORIDA**

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County, Florida ("Subrecipient"), entered into Agreement H2338 for \$45,837,520.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew. DEO and the Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section (4), Modification of Agreement, provides that any amendment to the Agreement shall be in writing and duly signed by the Parties thereto; and

WHEREAS, the Parties want to amend the Agreement as set forth herein in order to ensure compliance with all applicable laws, rules, and regulations;

NOW THEREFORE, the Parties agree as follows:

1. **Attachment F – State and Federal Statutes, Regulations, and Policies, Paragraph X titled "Section 3 of the Housing and Urban Development Act of 1968", page 37 of the Agreement, is hereby deleted in its entirety and replaced with the following:**

X. Section 3 of the Housing and Urban Development Act of 1968

1. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(A) defines the term "low-income families" to mean: "families [including single persons] whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families."
2. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(B) defines the term "very low-income families" to mean: "families [including single persons] whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50

AGREEMENT NUMBER: H2338

per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes".

3. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC § 1701u, and carry out its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" from 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u titled "Economic Opportunities for Low- and Very Low-Income Persons" (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

AGREEMENT NUMBER: H2338

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
4. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 titled "Numerical goals for meeting the greatest extent feasible requirement":

24 CFR 135.30 (b)(3). Recipients of section 3 covered community development assistance, and their contractors and sub contractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
- (ii) 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

24 CFR 135.30 (c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold

AGREEMENT NUMBER: H2338

specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

2. All other terms, conditions, and provisions of the Agreement remain in effect.

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338, as amended. This Amendment is effective on the date the last Party signs this Amendment.

ST. JOHNS COUNTY, FLORIDA	FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
MICHAEL D. WANCHICK COUNTY ADMINISTRATOR	CHRIS PEARY CHIEF OF STAFF
DATE: <u>7-10-18</u>	DATE: <u>7.30.18</u>

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF THE COUNTY ATTORNEY
ST. JOHNS COUNTY, FLORIDA**

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By: 

By: C. Haak

Approved Date: 7-6-18

Approved Date: 7-24-2018

**AMENDMENT THREE
TO COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY
SUBGRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. JOHNS COUNTY, FLORIDA**

Reo 2019-280

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County, Florida ("Subrecipient"), entered into Grant Agreement H2338 ("Agreement") for \$45,837,520 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew.

WHEREAS; Section (4), Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

- 1. The first WHEREAS paragraph of the Agreement shall be deleted in its entirety and replaced as follows:**

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees", FR-5989-N-01 (November 21, 2016); FR-6012-N-01 (January 18, 2017); and FR-6039-N-01 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

2. Section (2) is hereby deleted in its entirety and replaced as follows:

(2) Incorporation of Laws, Rules, Regulations and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR Part 570, and the State's Action Plan.

3. Sections (5), (6), and (7) are hereby deleted in their entirety and replaced as follows:

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement. Subrecipient shall comply with 24 C.F.R. 570.490, which provides, in part, records of the State and units of general local government, including supporting documentation, shall be retained for the greater of three years from closeout of the grant to the state, or the period required by other applicable laws and regulations as described in section 570.487 and section 570.488. The Subrecipient shall further ensure that audit working papers are available upon request for the duration of the record retention period, unless extended in writing by DEO. The requirement set forth in this paragraph is consistent with the subrecipient's obligation to comply with HUD's recordkeeping requirements and does not address recordkeeping obligations that may exist for the subrecipient exclusive of its CDBG-DR requirements. The record retention period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the record retention period expires or extends beyond the record retention period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three (3) years after final disposition.

3. Records relating to real property acquired shall be retained for three (3) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(i) The Subrecipient shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

(a) The Subrecipient shall provide DEO with all reports and information set forth in Attachment H titled "Reports." The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

4. Section (14) is hereby deleted in its entirety and replaced as follows:

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

DEO will handle citizen complaints by conducting:

- (a) Investigations, as necessary;
- (b) Resolution; and
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional HUD at:

Department of Housing & Urban Development
Charles E. Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

5. Section (16) is hereby deleted in its entirety and replaced as follows:

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Henry Muñoz
107 East Madison Street – MSC 400
Tallahassee, FL 32399-6508
Telephone: 850-717-8406
Henry.Munoz@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Joseph Giammanco
500 San Sebastian View
St. Augustine, FL 32084
Telephone: 904-209-0152
Fax: 904-209-0153
jgiammanco@sjcfl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

6. Section (20) is hereby deleted in its entirety and replaced as follows:

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Eighty-Nine Million Six Hundred Thirty-Two Thousand One Hundred Twenty Dollars and Zero Cents (\$89,632,120.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, or the State Chief Financial Officer, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient. The Subrecipient shall send an employee or an elected official representative to DEO's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S.

7. Sections (28) and (29) are hereby deleted in their entirety and replaced as follows:

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Monthly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; or
- (c) Meet a need having particular urgency (referred to as urgent need).

8. Attachment A – Project Description and Deliverables is hereby deleted in its entirety and replaced as follows:

- I. **PROJECT DESCRIPTION:** The Subrecipient will utilize CDBG-DR subgrant funds awarded under this Agreement to assist residents throughout St. Johns County. St. Johns County will use CDBG-DR

funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities, and identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program design and implementation services necessary to mobilize and launch its production implementation systems to support programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County will offer a range of services including, a Housing Program, Multi-Family New Construction Program, and Infrastructure Program.

A. Housing Program

1. Housing Rehabilitation and Reconstruction Program

St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew. The Housing Rehabilitation and Reconstruction Program supplements other funds the owner may have received for recovery. Assistance will be provided to eligible homeowners under a variety of housing activities including: repair and elevation; reconstruction of properties, repair or replacement of damaged manufactured homes or mobile home units (MHUs), temporary relocation of homeowners (and, if necessary, tenants), and mortgage payment assistance.

The Housing Rehabilitation and Reconstruction Program will provide:

- Optional temporary relocation assistance, including storage of personal property, on a limited basis for those forced to move from their homes due to construction.
- Home rehabilitation to applicants based on the extent of damage to the home.
- Replacement of MHUs, which will be limited to situations where local zoning/building permits, or federal requirements, such as environmental regulations, will allow the replacement of the original, hurricane-damaged structure with a like structure.
- Standard, basic amenities to make a home decent, safe and sanitary.

Luxury items, including but not limited to, granite (or other high-end) countertops, high-end appliances, stone flooring, garage door openers, security systems, swimming pools, fences, and television satellite dishes are not eligible under the Program.

Construction must adhere to green building standards and Resilient Home Standards. All improvements are required to meet minimum housing construction standards as evidenced by compliance with local building codes. Awards will be determined based on the estimated construction cost of the scope of work, based on a standard grade of building materials, and less any confirmed duplication of benefits documented.

The Housing Rehabilitation and Reconstruction Program will provide these services to approximately 310 properties and will comply with HUD's cost reasonableness requirements.

Funds will be used to address remaining unmet housing recovery needs of Low- and Moderate-Income (LMI) households and to support the long-term recovery and restoration of housing in the most impacted and distressed areas. St. Johns County shall ensure this activity directly addresses the national objective to benefit Low- and Moderate-Income Persons.

2. Voluntary Buyout Program

St. Johns County will mobilize and launch a Voluntary Buyout Program (property acquisition) to assist eligible applicants that own homes located in the Special Flood Hazard Area (SFHA), and a site inspection has determined that elevation of the home would not substantially mitigate the threat of a future flooding. Eligible owners would receive an offer from St. Johns County to purchase the specified property, less any confirmed duplication of benefits documented, through a voluntary acquisition process. In order to be eligible for assistance through the Voluntary Buyout Program, applicants must own property that is located in the SFHA and the property was deemed substantially damaged as a result of Hurricane Matthew.

The goal of the Voluntary Buyout Program is to acquire contiguous properties to be used for open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. Properties purchased through the Voluntary Buyout Program would be deed restricted to remain green space in perpetuity.

The Voluntary Buyout Program will provide these services to approximately eight (8) properties (also referred to as "units"). The maximum sales price to be paid by St. Johns County is an amount estimated not to exceed the pre-disaster fair market value for the land and structure. St. Johns County will obtain a certified appraisal to determine the pre-disaster fair market value of the property. St. Johns County shall ensure this activity directly addresses the national objective to benefit Low- and Moderate-Income Persons.

B. Multi-Family New Construction Program

St. Johns County will mobilize and launch an Affordable Rental Housing Project to construct two new Supportive Housing complexes, each complex will have an Integrated Service Center. The completed projects will increase the affordable rental housing stock and enhance access to social services for the County's LMI vulnerable populations. St. Johns County shall ensure this activity meets the national objective to benefit Low- and Moderate-Income Persons and abides by the guidance within the State's Action Plan.

1. State Road 207 Supportive Housing Complex and Integrated Service Center

St. Johns County will invest CDBG-DR funds to develop and construct an estimated five (5) residential apartment buildings with approximately 80 total units of new construction rental housing, which is located at a 13.53-acre site accessed directly from State Road 207. The rental housing project will also include associated parking, sidewalks, park, open space areas and storm water ponds.

St. Johns County will also invest CDBG-DR funds to develop and construct an Integrated Service Center, which consists of an estimated two (2) separate buildings at the same site location as the State Road 207 Supportive Housing Complex. The Integrated Service Center will provide social

services to residents of the State Road 207 Support Housing Complex and to LMI vulnerable populations, such as those experiencing homelessness and/or at risk of homelessness, in St. Johns County. Services may include assistance with housing, medical, dental, administrative offices, food pantry, kitchen facilities, meeting space, and other related services. The Integrated Service Center will also serve as an emergency and evacuation shelter during inclement weather.

2. Hastings Supportive Housing Complex and Integrated Service Center

St. Johns County will invest CDBG-DR funds to develop and construct an estimated five (5) residential apartment buildings with approximately 80 total units of new construction rental housing, which is located at a proposed site location. The rental housing project will also include associated parking, sidewalks, open space areas and storm water ponds.

St. Johns County will also invest CDBG-DR funds to develop and construct an Integrated Service Center, which consists of an estimated one (1) separate building at the same proposed site location for the Hastings Supportive Housing Complex. The Integrated Service Center will provide social services, community gatherings, a library, and shelter services to area residents of the Hastings Support Housing Complex and to LMI vulnerable populations, such as those experiencing homelessness and/or at risk of homelessness, in St. Johns County. Services may include assistance with housing, medical, dental, administrative offices, food pantry, kitchen facilities, meeting space, and emergency and evacuation shelter during inclement weather.

C. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Project to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County shall ensure this activity meets the national objective to benefit Low- and Moderate-Income Persons.

1. The range of services offered shall include:

- a. Roadway Reconstruction/Repair – Reconstructing/repairing of County roadway substantially damaged from the storm.
- b. Storm-sewer conveyance capacity improvements – Increasing the capacity of existing storm-sewer infrastructure that were inadequate based on flooding during the storm event.
- c. Storm water and drainage improvements – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event; including construction of new storm water ponds and/or storm water pump systems.
- d. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
- e. In-place repair sanitary sewer pipes – In-place repair via sliplining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
- f. Sanitary Sewer Pump Stations – Repair of sanitary sewer pump stations damaged during the storm event.
- g. Wastewater Treatment Facility (WWTF) – Improve the surge capacity of the WWTF.

2. St. Johns County will complete the following schedule of drainage and sewer improvements infrastructure projects:

- a. Armstrong Road Stormwater Drainage Improvements

The project area is located off of State Road 207 along the length of Armstrong Road, and portions of Harvey Avenue and Moccasin Creek Lane. Armstrong Road is the only access road to residents in the immediate project benefit area. It is the only way residents can access the emergency evacuation route (SR 207).

The activity proposed in this service area involves design of stormwater system improvements (new pipes, inlets/manholes appropriately located and sized, new retention pond), and roadway reconstruction as needed. These proposed activities will greatly alleviate flooding by of the storm sewer system and more efficiently direct stormwater runoff.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculation
 - c Obtain permits
 - d Develop Construction Plans
- iii. Construction
 - a Increase storm water channel capacity
 - b Replace failing culverts
 - c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - d Construction of new conveyance system to direct storm water
 - e Constructing of new storm water pond

b. Ave D / Tart Rd / Big Oak Rd Drainage Improvements

The project area is located along Avenue D, Tart Road, and Big Oak Road. The project is located just west of Route 1 near the Northeast Florida Regional Airport. The homes in the project area are lower than the roads, therefore significantly impacting homes during the storm.

The activity proposed in this service area includes replacing Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs), increasing pipe sizes, adjusting inverts, and reshaping conveyance swales and ditches to provide a positive continuous flow. These proposed activities will greatly alleviate flooding to roads and homes by improving the capacity and efficiency of the storm sewer system and more efficiently directing stormwater runoff.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculations
 - c Obtain permits

- d Develop Construction Plans
- iii. Construction (Two Phases)
 - a Avenue D & Big Oak Road
 - i Replace Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs)
 - ii Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - iii Reshaping conveyance swales and ditches
 - b Tart Road
 - i Replace Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs)
 - ii Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - iii Reshaping conveyance swales and ditches
- c. Big Soeey Drainage and Conveyance Improvements

The project area is located near East St. Johns Avenue. E St Johns Avenue does not have an existing drainage system and was built below the mean annual peak stage of the adjacent wetland to the East. The area south of St. Johns Street drains into a large low area, which then has water conveyed north to ultimately discharge under St Johns Avenue into the St. Johns River. The storm water is conveyed along the Big Soeey ditch North towards St. Johns River. The activity proposed in this service area will involve improvements to the drainage ditches and conveyance structures, which feed into the Big Soeey Drainage ditch. Improvements will help relieve flooding that impact residents of the Hastings area. Improvements will also be made to the hydraulic capacity of the culvert crossings and the Big Soeey ditch to alleviate flooding in the area. It will also increase the hydraulic capacity of the Big Soeey channel between North Main Street and East Ashland Avenue.

The scope of work to be carried out in the project area is as follows:

 - i. Complete an Environmental Review of the project area
 - ii. Procure a design contractor to develop project plans
 - iii. Procure a contractor to perform the construction
 - iv. Obtain permits as needed for construction of storm water system improvements
 - v. Raise the roadway on E St. Johns Avenue and N. Orange Street south of E St. Johns Avenue
 - vi. Construct a new roadway drainage system under the raised roadways
 - vii. Replace the existing culvert under North Main Street and Wilson Road
 - viii. Replace Corrugated Metal Pipes (CMP) with triple Elliptical Reinforced Concrete Pipe (ERCP)
 - ix. Mill and resurface damaged roadways on either side of the replaced culverts
 - x. Widen the Big Soeey channel
- d. Cypress Rd Stormwater Drainage Improvements

The project area is located near the intersection of St. Augustine Boulevard and Cypress Road, approximately 0.4 miles east of the Moultrie Creek crossing at State Road 207. The area is also known as Fox Creek.

The activity proposed in this service area includes construction of a stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties.

The scope of work to be carried out in the project area are as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculations
 - c Obtain permits
 - d Develop Construction Plans
- iii. Construction
 - a Increase storm water channel capacity
 - b Replace culverts
 - c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - d Construction of a new conveyance system to direct storm water based on construction plans

c. S. Holmes Blvd Drainage Improvements

The project area is located along South Holmes Boulevard and proposed improvements include: improve the drainage between South Holmes Boulevard and Smith Street south of West King Street; improve the drainage between South Holmes Boulevard and South Volusia Street along W 15th Street, Collier Boulevard, and Puryear Street; improving the drainage between Volusia Street and Duval Street between 7th and 13th Streets.

The activity proposed in this service area includes improvements consist of increasing the capacity of the storm water drainage system within portions of several neighborhoods of the service benefit area. The project will improve approximately 11,714 linear feet within the storm water drainage system. In addition, approximately 1,280 linear feet of pond improvements is proposed to collect and disperse storm water runoff.

The construction of the project is broken down into four phases: College Park, Clark Addition, Collier Heights, and Spanish Trail. The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a Contractor Procurement
 - b Environmental Review
 - c Verify current storm water collection system information
- ii. Design
 - a Develop topographic survey
 - b Drainage calculations
 - c Obtain permits
 - d Develop Construction Plans
- iii. Construction
 - a Increase storm water channel capacity

- b Replace the existing Elliptical Corrugated Metal Pipes (ECMP) with double 48" Elliptical Reinforced Concrete Pipe (ERCP)
- c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
- d Construction of a new conveyance system to direct storm water based on construction plans
- e Expanding the existing pond and constructing a new storm water conveyance system to the pond
- f Constructing a new storm water pond and new piped drainage system (The new storm water pond will be approximately 1.5 acres)

f. Kings Rd / Kings Estate Rd Drainage Improvements

The project area is located along Kings Road and Kings Estate Road.

The existing storm water infrastructure is inadequate for the developed area. In order to alleviate future flooding, this project proposes capacity improvements to the culverts under Kings Estate Road and Kings Road. The drainage improvements will also ensure first responders can effectively access residents and respond to any health and safety needs during rain events; as well allow residents to safely travel to work, schools, and stores during storm events.

The scope of work to be carried out in the project area are as follows:

i. Planning

- a. Complete an Environmental Review of the project area
- b. Procure a design contractor to develop project plans
- c. Verify current storm water collection system information
- d. Procure a contractor to perform the construction

ii. Design

- a. Develop topographic survey
- b. Conduct drainage calculations
- c. Obtain permits as needed for construction of storm water system improvements
- d. Develop Construction Plans

iii. Construction

- a. Replace Corrugated Metal Pipe (CMP) with double Reinforced Concrete Pipe (RCP)
- b. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed

g. Lake Maria Sanchez Flood Mitigation HMGP Match

The project area is located in the City of St. Augustine's core (approximately 200 acres), surrounding Lake Maria Sanchez. The City of St. Augustine is undertaking a flood mitigation project in the central portion of the City. The project has been funded with Hazard Mitigation Grant Program (HMGP) funding and CDBG-DR funds will be used as a 25% match for the project.

The project will provide an enhanced level of flood protection from increasing high tide events, storm surge, and future sea level rise by incorporating a combination of strategies: tidal backflow prevention valves, a new pump station, bulkhead, and stormwater conveyance improvements.

The scope of work to be carried out in the project area is as follows:

- i. Install Tidal Backflow prevention valves
- ii. Construct and install a new stormwater pump station
- iii. Install stormwater bulkhead
- iv. Construct stormwater conveyance improvements along Granada, Cordova, and Bridge Streets to Lake Maria Sanchez

h. S. Orange St Drainage Improvements

The project area is located along South Orange Street. The activity proposed in this service area includes construction of a stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties. The runoff will be conveyed to an existing pond located at the southernmost end of South Orange Street. The drainage area associated with this improvement project incorporates approximately 40 residential properties along South Orange Street and the intersecting roadways.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a. Contractor Procurement
 - b. Environmental Review
 - c. Verify current storm water collection system information
- ii. Design
 - a. Develop topographic survey
 - b. Drainage calculations
 - c. Obtain permits
 - d. Develop Construction Plans
- iii. Construction
 - a. Replace culverts
 - b. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - c. Constructing a new stormwater collection system in accordance with plans

i. N. Rodriguez St Drainage Improvements

The project area is located in the Oyster Creek watershed, near North Rodriguez Street and West King Street. The existing drainage system along Cathedral Place to N. Rodriguez Street and continuing east to the railroad tracks was impacted stormwater that bypassed and overtopped the system flooding single-family homes along the way.

The activity proposed in this service area involves performing an engineering study of the area, design and build improvements and/or modifications to the existing drainage system to alleviate flooding and provide proper drainage of the area.

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a. Contractor Procurement
 - b. Environmental Review
 - c. Verify current storm water collection system information
 - ii. Design
 - a. Develop topographic survey
 - b. Drainage calculations
 - c. Obtain permits
 - d. Develop Construction Plans
 - iii. Construction
 - a. Increase storm water channel capacity
 - b. Replace culverts
 - c. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
 - d. Construction of new conveyance system to direct storm water in accordance with plans
 - e. Constructing a new storm water pond in accordance with plans
- j. Santa Rosa Stormwater Drainage Improvements

The project area is located in the area of the Santa Rosa subdivision along Murillo Avenue, Estrada Avenue down through Masters Drive.

The existing storm water infrastructure is undersized and inadequate for the developed area. This project proposes to relieve flooding issues in the drainage basin south of SR 16, improve the conveyance along Murillo Avenue and Estrada Avenue, and create conveyance capacity improvements at the Masters Drive outfall. This project will help alleviate flooding issues that would potentially inhibit access to a primary emergency evacuation route (SR 16).

The scope of work to be carried out in the project area is as follows:

- i. Planning
 - a. Complete an Environmental Review of the project area
 - b. Procure a design contractor to develop project plans
 - c. Verify current storm water collection system information
 - d. Procure a contractor to perform the construction
- ii. Design
 - a. Develop topographic survey
 - b. Perform drainage calculations
 - c. Obtain permits as needed for construction of storm water system improvements
 - d. Develop construction plans
- iii. Construction
 - a. Construct a new system to direct storm water toward the San Sebastian River
 - b. Add new culverts along Arthur Street

- c. Replace the existing 15" and 18" culverts with 24" RCP along Abbey Avenue, Varella Avenue, El Rey Avenue, and Menecal Avenue
 - d. Construct a new Reinforced Concrete Pipe (RCP) system along Estrada Avenue from El Ray Avenue to Murillo Avenue
 - e. Upsize the existing RCP outfall to the San Sebastian River
 - f. Construct additional RCP along Murillo Avenue
 - g. Replace the existing culverts with double box culverts. The new culverts will have headwalls that are out of the clear zone.
 - h. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
- k. Hastings Phases I, II, III Sewer Improvements
- The waste water treatment system including pipes and treatment plant suffered severe damage due to excessive flooding. Much of the existing pipe network is made up of Vitrified Clay Pipe (VCP). The increased flooding from the storm events caused groundwater inflow and infiltration which overloaded the sanitary sewer system. Wastewater Treatment Facility (WWTF) pump reports indicated the system far surpassed its functional capacity during Hurricane Matthew causing severe stress and overflow to the entire system. These proposed activities will alleviate sanitary sewer system overflows by improving the condition of the sanitary sewer system. The project is broken into three phases:
- i. Phase I involves inspecting the existing sanitary sewer and applying cured in place pipe (CIPP) liner.
 - a. Clean and inspect approximately 36,982 LF of sanitary sewer
 - b. Install Cast In-Place liner (CIPP) on approximately 14,943 LF of vitrified clay sewer (VCP)
 - c. Restore approximately 50 manholes within the collection system
 - ii. Phase II involves the repair and rehabilitation of three lift stations.
 - a. Repair and rehabilitate three sanitary sewer lift stations, which will include:
 - i. Bypass Pumping
 - ii. Demolition of old lift station
 - iii. Installation of interior pump guide rails and accessories
 - iv. Replacement of pumps
 - v. Relining existing wet wells and manhole
 - vi. New force main piping, valves, and appurtenances and connection to existing force main
 - vii. Installation of permanent diesel engine backup pump
 - viii. Installation of disconnect switch and emergency generator receptacle
 - ix. Electrical and instrumentation
 - x. Fencing and site work
 - iii. Phase III involves expanding the surge capacity of the WWTF.
 - a. Planning
 - i. Contractor Procurement
 - ii. Environmental Review
 - iii. Verify current WWTF system information
 - b. Design

- i Develop and evaluate surge capacity alternatives
- ii Design calculation
- iii Obtain permits
- iv Develop Construction Plans
- c Construction
 - i Mobilization
 - ii Constructing new facility components in accordance with plans

All three project phases will include:

- i. Complete environmental review of the project area
- ii. Procure a design contractor to develop project plans
- iii. Procure a contractor to perform the construction
- iv. Obtain permits as needed for construction

II. **SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in the Scope of Work herein, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to provide and maintain a written budget ("Project Detail Budget") subject to the approval of DEO, which shall identify the maximum reimbursement allowed for the Deliverables and Tasks described in Section IV. - Deliverables. The Subrecipient shall also agree to provide and maintain an Activity Work Plan, in conformity with the current example attached hereto as Attachment C, detailing activities involved in the successful completion of the Deliverables and Tasks described in the Scope of Work herein. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved. The Project Detail Budget and the Activity Work Plan may be subsequently modified by the unilateral determination of DEO or by mutual consent of the parties.

A. CDBG-DR Program Design and Implementation

St. Johns County will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects identified in the Scope of Work, Section I, to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew, including:

1. Complete any necessary Procurement, Engagement of Vendors, and Closing procedures for services for proposed improvements identified in the Scope of Work, which may include the following components:
 - Prepare statement of work for contractor bid;
 - Prepare and advertise procurement documents;
 - Pre-construction site visit;
 - Review and respond to procurement questions;
 - Revise bid documents, as necessary;
 - Review submissions and select contractor;
 - Conduct debarment check and contractor licensing;
 - Award bid;
 - Execute agreement with contractor;
 - Review and modify agreement and award amounts;

- Closing coordination;
 - Prepare and receive escrow, as applicable.
2. Complete program/project design and process maps and plans for launch of project and program services identified in the Scope of Work including:
 - Applicant Case Management;
 - Procurement Plan;
 - Construction Management;
 - Property Management;
 - Operations Management Plan;
 - Staffing Plan and Organization Chart;
 - Finance, Compliance and Reporting.
 3. Develop and operate an Interim system record and applicant case and construction project tracking system.
 4. Complete and submit update of unmet needs data assessment for Housing Program, Multi-Family New Construction Program, and Infrastructure Program.
 5. Complete and submit revised project budget detail based on updated unmet needs assessment.
 6. Provide ongoing project implementation and compliance management supervision, support and reporting services.
 7. Perform Intake of applicants and assist in process, which may include the following components:
 - Intake registration and application processing;
 - Phone calls and/or in-person meetings with applicants;
 - Assist applicants with proper documentation;
 - Review and analyze submitted documentation;
 - Analyze for priority, as applicable.
 8. Perform Eligibility analysis for proposed improvements identified in the Scope of Work, which may include the following components:
 - Perform application authorizations;
 - Policy and procedure development;
 - Perform damage assessment and cost estimates;
 - Service area eligibility determination;
 - Confirm ownership;
 - Confirm primary residence;
 - Identify priority status;
 - Identify tieback to disaster;
 - Income Certifications;
 - National Objectives Determination;
 - Determine activity eligibility;
 - Confirm eligibility of prospective occupants to the affordable rental activity.
 9. Perform Duplication of Benefits (DOB) analysis for proposed improvements identified in the Scope of Work, which may include the following components:
 - Perform Federal Emergency Management Agency (FEMA) data analysis;
 - Perform U. S. Small Business Administration (SBA) data analysis;

- Perform National Flood Insurance Program (NFIP) data analysis;
 - Perform Private Insurance data analysis;
 - Perform other assistance analysis;
 - Analyze spent funds;
 - Verify funds were spent for their intended purpose;
 - Analysis of local funding source;
 - Complete DOB review;
 - Complete DOB final worksheet.
10. Perform Review and Approval of applicants for proposed improvements identified in the Scope of Work, which may include the following components:
- Review applicant files for completeness;
 - Determine final applicant eligibility/award amount;
 - Issue grant award to eligible applicant;
 - Applicant appeal process.
11. Complete Environmental Review Record (ERR) for proposed improvements identified in the Scope of Work, which may include the following components:
- Analyze applicant housing to determine proper ERR;
 - Inspection of property;
 - Inspection of project site;
 - Complete tier 1 review;
 - Complete tier 2 review;
 - Complete phased reviews and environmental assessments;
 - Complete and analyze lead-based paint testing, as applicable;
 - Complete and analyze asbestos testing, as applicable.
12. Perform Final Scope and Feasibility assessment for proposed improvements identified in the Scope of Work, which may include the following components:
- Revise scope for State Historic Preservation Office (SHPO) requirements;
 - Revise scope for lead-based paint mitigation, as applicable;
 - Revise scope for asbestos mitigation, as applicable;
 - Revise scope for elevation requirements, as applicable;
 - Revise scope for unforeseen repairs (Housing Quality Standards, building code requirements, etc.);
 - Analyze for cost reasonableness and feasibility of the project;
 - Complete and review final inspection reports.
13. Comply with applicable Reporting requirements, which may include the following:
- Labor standards;
 - Environmental review;
 - Section 3;
 - Uniform Relocation Act.

B. Housing Program

1. Housing Rehabilitation and Reconstruction Program
 - a. Complete all necessary Temporary Relocation Assistance for the proposed improvements identified in the Scope of Work, Section I.A., which may include the following components:
 - Document eligibility of expenses;
 - Distribute funds.
 - b. Complete Construction of proposed rehabilitation and/or reconstruction improvements identified in the Scope of Work, Section I.A., which may include the following components:
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Conduct final walkthrough;
 - Process payments.
 - c. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile and submit closeout documentation.

2. Voluntary Buyout Program
 - a. Complete all necessary Closing for the proposed activities identified in the Scope of Work, Section I.A., which may include the following components:
 - Conduct title and lien searches;
 - Uniform Relocation Act compliance, when applicable
 - Recording fees
 - Perform homeowner buyout
 - Perform homeowner incentives, as applicable
 - Execute closing documents.
 - b. Complete Demolition of activities identified in the Scope of Work, Section I.A., which may include the following components:
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Conduct final walkthrough;
 - Process payments.
 - c. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile and submit closeout documentation.

C. Multi-Family New Construction Program

1. State Road 207 Supportive Housing Complex and Integrated Service Center

- a. Complete Construction of proposed new multi-family construction improvements and integrated service center identified in the Scope of Work, Section I.B., which may include the following components:
 - Development of plans and design;
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Monitoring and construction management of the project;
 - Construction of facility;
 - Conduct final walkthrough;
 - Process payments;
 - Lease up of constructed units and certification of occupancy;
 - Property management assignment and performance.
 - b. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.
2. Hastings Supportive Housing Complex and Integrated Service Center
 - a. Complete Construction of proposed new multi-family construction improvements and integrated service center identified in the Scope of Work, Section I.B., which may include the following components:
 - Development of plans and design;
 - Notice to Proceed (NTP);
 - Contractor obtains all permits and utility costs;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Monitoring and construction management of the project;
 - Construction of facility;
 - Conduct final walkthrough;
 - Process payments;
 - Lease up of constructed units and certification of occupancy;
 - Property management assignment and performance.
 - b. Complete grant agreement Closeout Package
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.

D. Infrastructure Program

1. Drainage
 - a. Complete all necessary Engineering Services for the proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
 - Provide a cost estimate of the project;
 - Assess sites for the project;

- Develop the plan drawings for the project;
 - Site surveys;
 - Environmental testing;
 - Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights;
 - Gather necessary data and file maps;
 - Conduct environment assessments or environmental impact statements;
 - Conduct activities required to obtain state and federal regulatory agency construction permits;
 - Design hookups;
 - Engineering specialties such as electrical, hydro-geological services, biologists, heating, ventilation, and air conditioning (HVAC).
- b. Complete Construction of proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
- Notice to Proceed (NTP);
 - Site clearing;
 - Contractor obtains all permits and utility costs;
 - Replacement of culverts;
 - Construction of drainage improvements listed in the scope of work;
 - Expansion and/or construction of stormwater ponds;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Process payments.
- c. Complete grant agreement Closeout Package
- Engineering certifications;
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.
2. Sewer
- a. Complete all necessary Engineering Services for the proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
- Provide a cost estimate of the project;
 - Assess sites for the project;
 - Develop the plan drawings for the project;
 - Site surveys;
 - Environmental testing;
 - Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights;
 - Gather necessary data and file maps;
 - Conduct environment assessments or environmental impact statements;
 - Conduct activities required to obtain state and federal regulatory agency construction permits;
 - Design hookups;

- Engineering specialties such as electrical, hydro-geological services, biologists, heating, ventilation, and air conditioning (HVAC).
- b. Complete Construction of proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
 - Notice to Proceed (NTP);
 - Site clearing;
 - Contractor obtains all permits and utility costs;
 - Replacement of culverts;
 - Construction of drainage improvements listed in the scope of work;
 - Expansion and/or construction of stormwater ponds;
 - Conduct inspections (based on a percentage complete when requesting payment);
 - Process payments.
- c. Complete grant agreement Closeout Package
 - Engineering certifications;
 - Complete final inspection report;
 - Review project files prior to final closeout;
 - Compile closeout documentation.

III. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

IV. **DELIVERABLES:** The Subrecipient agrees to provide the following services as specified:

Deliverable 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
CDBG-DR Program Design and Implementation The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.A.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.A; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Housing Program The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.B.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.B; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable. The Subrecipient shall be reimbursed upon completion of a minimum of 15 percent of the rehabilitation/reconstruction activities for each project. As evidence of percent completion, the Subrecipient shall provide completed documentation of percent complete for the housing unit and the	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.

	associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project.	
Deliverable 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Multi-Family New Construction The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.C.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.C; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable. The Subrecipient shall be reimbursed upon completion of a minimum of 10 percent of the new construction activities. As evidence of percent completion, the Subrecipient shall provide completed documentation of percent complete for the unit and the associated costs, signed by the contractor and certified by the architect.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 4	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Infrastructure Program The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.D.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.D; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable. The Subrecipient shall be reimbursed upon completion of a minimum of 10 percent of overall project as detailed in the Project Deliverable Tasks section below. As evidence of percent completed, the Subrecipient shall provide a payment package signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
AWARD AMOUNT NOT TO EXCEED \$89,632,120.00		

9. All other terms and conditions remain in effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338, as amended. This Amendment is effective on the date the last Party executes this Amendment.


ST. JOHNS COUNTY	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
MICHAEL D. WANCHICK	KEN LAWSON
COUNTY ADMINISTRATOR	EXECUTIVE DIRECTOR
DATE: 9/19/19	DATE: 9-27-19

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

LEGALLY SUFFICIENT

Name: _____
Date: 9/18/19

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 
Approved Date: 9/26/19



"General Decision Number: FL20200135 01/03/2020

Superseded General Decision Number: FL20190135

State: Florida

Construction Type: Heavy

County: St Johns County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

ELEC0177-002 12/03/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 28.21	12.44

 ENGI0673-014 05/01/2013

	Rates	Fringes
OPERATOR: Oiler.....	\$ 19.52	9.05

 * IRON0597-004 04/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 26.50	10.73

 LABO0517-002 05/01/2017

	Rates	Fringes
LABORER: Grade Checker.....	\$ 19.20	7.85

PAIN0164-007 08/01/2019		

	Rates	Fringes
PAINTER: Brush Only.....	\$ 20.21	11.28

SUFL2009-174 06/24/2009		

	Rates	Fringes
CARPENTER.....	\$ 15.80	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.23	2.15
LABORER: Common or General.....	\$ 9.89	1.58
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 12.85	1.21
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.91	1.39
OPERATOR: Bulldozer.....	\$ 13.40	1.19
OPERATOR: Crane.....	\$ 22.38	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 11.31	2.02
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.93	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 14.63	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.06	2.18
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

February 28, 2018

In the Matter of an
Application for Permit by:

Mr. William G. Young
Utility Director
St. Johns County Utilities Department
1205 State Road 16
St. Augustine, Florida 32084
(904) 209 – 2700
byoung@sjcfl.us

File Number FL0042315-010-DWF/MT
St. Johns County
Hastings WWTF

NOTICE OF PERMIT TRANSFER

Enclosed is a revision to Permit Number FL0042315. The permit revision is issued under Chapter 403, Florida Statutes.

The permit revision transfers the ownership of the wastewater treatment facility to St. Johns County Utilities Department. All other requirements and conditions of the existing permit shall remain in effect and enforceable until the permit expires.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404, Florida Administrative Code. The agreement must be received by the Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

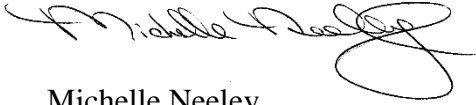
As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within fourteen days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57, Florida Statutes. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to this permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Hastings WWTF
Permit Number: FL0042315
Page 4 of 4
February 28, 2018

Executed in Jacksonville, Florida.
STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Michelle Neeley
Environmental Manager
Permitting Program

MN/bb

Enclosure

c:

Samuel Schlesinger, P.E., sschlesinger@sjcfl.us
Scott Trigg, PE, strigg@sjcfl.us
St. Johns County Health Department, john.bey@flhealth.gov
Sharon Sawicki, PE, FEDP
Monica Sudano, FDEP
Thomas Kallemeyn, FDEP
D. Anh Vo, PE, FDEP

FILING AND ACKNOWLEDGEMENT & CERTIFICATE OF SERVICE

Filed on this date pursuant to § 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged. The undersigned hereby certifies that this Notice of Permit Transfer and all copies were sent before the close of business on February 28, 2018, to the listed persons.


Clerk

February 28, 2018
Date



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

St. Johns County Utility Department

RESPONSIBLE OFFICIAL:

Mr. William G. Young
Utility Director
1205 State Road 16
St Augustine, Florida 32084
Telephone: (904) 209-2700

PERMIT NUMBER: FL0042315 (Minor)

FILE NUMBER: FL0042315 – DW2P

EFFECTIVE DATE: December 1, 2015 (009/NR)

EXPIRATION DATE: November 30, 2020

1ST REVISION DATE: February 28, 2018 (010/MT)

FACILITY:

Hastings WWTF
819 North Main Street
Hastings, Florida 32145
St. Johns County
Latitude: 29° 43' 31.76" N Longitude: 81° 30' 27.86" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.) and constitutes authorization to discharge to waters of the state under the National Pollutant Discharge Elimination System. This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

To operate the Hastings Wastewater Treatment Facility (WWTF), an existing a 0.120 million gallons per day (MGD) annual average daily flow (AADF) permitted capacity advanced secondary treatment activated sludge domestic wastewater treatment facility (WWTF) which operates in the extended aeration mode with nitrification and denitrification (with carbon-source chemical feed capability available for treatment assistance) providing advanced secondary treatment.

Treatment units consist of a single static influent screen, an 86,000 gallon equalization tank, biological treatment units (BTUs) with alternate anoxic and aerobic tankage. The BTUs have four (4) sequential stages: pre-anoxic (20,737 gallons), nitrification (131,000 gallons), post anoxic (50,037 gallons), first and second reaeration, then to two EIMCO secondary clarifiers (88,100 gallons, 25 feet in diameter), then to one automatic backwash disc filter (120 SF) with four (4) discs.

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

Final treated effluent is then disinfected with sodium hypochlorite in the dual chlorine contact chamber (6,250 gallons), then sodium bisulfite in the dechlorination chamber (180 gallons).

Waste sludge is stabilized in two aerobic digesters operated in series (15,400 gallons and 18,000 gallons) and treated biosolids dewatered on two wedge wire sludge drying beds (400 square feet per each) with a 30 CY biosolids storage and loading facility.

PERMIT REVISION HISTORY:

1. First Permit Revision (PA: FL0042315 – 010 – DWF/MT)

The permit revision includes transferring of the ownership to St. Johns County Utilities Department. All other requirements and conditions of the existing permit shall remain in effect and enforceable until the permit expires.

REUSE OR DISPOSAL:

Surface Water Discharge D-001: An existing 0.120 MGD annual average daily flow discharge to Cracker Branch, (WBID #2555), then to Deep Creek (WBID#2549), and ultimately the Lower St. Johns River (WBID # 2213K). All receiving waters are Class III fresh waters. The outfall is approximately 4 feet in length and discharges at the normal creek water level. The point of discharge is located approximately at latitude 29° 43' 32" N, longitude 81° 30' 28" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 24 of this permit.

PERMITTEE: St. Johns County Utility Department
 FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
 EXPIRATION DATE: November 30, 2020

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Surface Water Discharges

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent from Outfall D-001 to Cracker Branch, Deep Creek, and WBID 2555 to WBID 2549. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.6. :

Parameter	Units	Max/Min	Effluent Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site	
Flow	MGD	Max	0.120	Annual Average	Continuous	Recording Flow Meter with Totalizer	EFD-2	See I.A.3
		Max	Report	Monthly Average				
		Max	Report	Quarterly Average				
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5-day, 20C	mg/L	Max	5.0	Annual Average	Bi-weekly; every 2 weeks	8-hr FPC	EFD-2	
		Max	6.25	Monthly Average				
		Max	7.5	Weekly Average**				
		Max	10.0	Single Sample				
CBOD, % Removal, 5-day	percent	Min	85	Monthly Average	Bi-weekly; every 2 weeks	Calculated	CAL-1	
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	Bi-weekly; every 2 weeks	8-hr FPC	EFD-2	
		Max	30.0	Monthly Average				
		Max	45.0	Weekly Average**				
		Max	60.0	Single Sample				
Solids, Total Suspended, % Removal	percent	Min	85	Monthly Average	Bi-weekly; every 2 weeks	Calculated	CAL-1	
Coliform, Fecal	# per 100mL	Max	200	Monthly Geometric Mean	Bi-weekly; every 2 weeks	Grab	EFD-2	See I.A.4
		Max	200	Annual Average				
		Max	800	Single Sample				

PERMITTEE: St. Johns County Utility Department
 FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
 EXPIRATION DATE: November 30, 2020

Parameter	Units	Effluent Limitations			Monitoring Requirements			Notes
		Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site	
pH	s.u.	Min	6.0	Single Sample	5 Days/Week	Grab	EFD-2	
		Max	8.5	Single Sample				
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.5
Chlorine, Total Residual (For Dechlorination)	mg/L	Max	0.01	Single Sample	Bi-weekly; every 2 weeks	Grab	EFD-2	
Oxygen, Dissolved (DO)	mg/L	Min	5.0	Weekly Average	5 Days/Week	Grab	EFD-2	See I.A.8
Nitrogen, Total	mg/L	Max	4.5	Annual Average	Bi-weekly; every 2 weeks	8-hr FPC	EFD-2	
		Max	5.63	Monthly Average				
		Max	6.75	Weekly Average**				
		Max	9.0	Single Sample				
Nitrogen, Total	lb/yr	Max	1640.4	Annual Average	Monthly	Calculated	CAL-1	See I.A.7
	lb/mo	Max	Report	Monthly Total				
Nitrogen, Ammonia, Total (as N)	mg/L	Max	2.0	Monthly Average	Bi-weekly; every 2 weeks	Grab	EFD-2	
Temperature (C), Water	Deg C	Max	Report	Single Sample	Bi-weekly; every 2 weeks	Meter	EFD-2	
Nitrogen, Ammonia, Total unionized (as N)	mg/L	Max	0.02	Single Sample	Bi-weekly; every 2 weeks	Calculated	EFD-2	See I.A.9
Nitrite plus Nitrate, Total 1 det. (as N)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFD-2	
Nitrogen, Kjeldahl, Total (as N)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFD-2	
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFD-2	
Phosphorus, Total (as P)	lb/yr	Max	527.4	Annual Average	Monthly	Calculated	CAL-1	See I.A.7
	lb/mo	Max	Report	Single Sample				
Nitrogen, Organic, Total (as N)	mg/L	Max	Report	Single Sample	Quarterly	8-hr FPC	EFD-2	
Phosphate, Ortho (as P)	mg/L	Max	Report	Single Sample	Quarterly	Grab	EFD-2	

PERMITTEE: St. Johns County Utility Department
 FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
 EXPIRATION DATE: November 30, 2020

Parameter	Units	Max/Min	Effluent Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site	
Mercury, Total Recoverable	ug/L	Max	0.012	Single Sample	Once	Grab	EFD-2	See I.A.11
Acute Whole Effluent Toxicity, 96 Hour LC50 (<i>Ceriodaphnia dubia</i>)	percent	Min	100	Single Sample	Annually	Grab	EFD-2	See I.A.6
Acute Whole Effluent Toxicity, 96 Hour LC50 (<i>Cyprinella leedsii</i>)	percent	Min	100	Single Sample	Annually	Grab	EFD-2	See I.A.6

***Weekly Average Limitation shall only apply when more than one sample is taken in the same 7 day monitoring period.*

2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site	Description of Monitoring Site
EFD-2	Sample point immediately after dechlorination
CAL-1	calculated value
EFA-1	Sample point immediately after chlorine disinfection

3. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. [62-600.440(4)(c)]
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-600.440(4)(b), (5)(b), and (6)(b)]
6. The permittee shall comply with the following requirements to evaluate acute whole effluent toxicity of the discharge from outfall D-001.
- a. Effluent Limitation
 - (1) In any routine or additional follow-up test for acute whole effluent toxicity, the 96-hour LC50 shall not be less than 100% effluent. [Rules 62-302.200(1), 62-302.500(1)(a)4., 62-4.244(3)(a), and 62-4.241, F.A.C.]
 - b. Monitoring Frequency
 - (1) Routine toxicity tests shall be conducted annually, the first starting within one year of the most recent tests and lasting for the duration of this permit.
 - c. Sampling Requirements
 - (1) All tests shall be conducted on a single grab sample of final effluent.
 - d. Test Requirements
 - (1) Routine Tests: All routine tests shall be conducted using a control (0% effluent) and a minimum of five dilutions: **100%, 75%, 50%, 25%, and 12.5%** effluent.
 - (2) The permittee shall conduct 96-hour acute static renewal multi-concentration toxicity tests using the daphnid, *Ceriodaphnia dubia*, and the bannerfin shiner, *Cyprinella leedsii*, concurrently.
 - (3) All test species, procedures and quality assurance criteria used shall be in accordance with Methods for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th Edition, EPA-821-R-02-012. Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use. In the event the above method is revised, the permittee shall conduct acute toxicity testing in accordance with the revised method.
 - (4) The control water and dilution water shall be moderately hard water as described in EPA-821-R-02-012, Table 7.

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

e. Quality Assurance Requirements

- (1) A standard reference toxicant (SRT) quality assurance (QA) acute toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than 30 days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five monthly acute toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.
- (2) If the mortality in the control exceeds 10% for either species in any test, the test for that species (including the control) shall be invalidated and the test repeated. The repeat test shall begin within 14 days after the last day of the invalid test.
- (3) If 100% mortality occurs in all effluent concentrations for either species prior to the end of any test and the control mortality is less than 10% at that time, the test (including the control) for that species shall be terminated with the conclusion that the test fails and constitutes non-compliance.
- (4) Routine and additional follow-up tests shall be evaluated for acceptability based on the concentration-response relationship, as required by EPA-821-R-02-012, Section 12.2.6.2., and included with the bioassay laboratory reports.

f. Reporting Requirements

- (1) Results from all required toxicity bioassay tests shall be reported on the Discharge Monitoring Report (DMR) as the calculated LC50 for each test species.
- (2) A bioassay laboratory report for the routine test shall be prepared according to EPA-821-R-02-012, Section 12, Report Preparation and Test Review, and **e-mailed** or mailed to the Department at the address below **within 30 days** after the last day of the test.
- (3) For additional follow-up tests, a single bioassay laboratory report shall be prepared according to EPA-821-R-02-012, Section 12, and **e-mailed** or mailed **within 30 days** after the last day of the second valid additional follow-up test.
- (4) Data for invalid tests shall be included in the bioassay laboratory report for the repeat test.
- (5) The same bioassay data shall not be reported as the results of more than one test.
- (6) All bioassay laboratory reports shall be **e-mailed** or mailed to Jacksonville **only**:
Florida Department of Environmental Protection
Northeast District Office
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

g. Test Failures

- (1) A test fails when the test results do not meet the limits in 6.a.(1).
- (2) Additional Follow-up Tests:
 - (a) If a routine test does not meet the acute toxicity limitation in 6.a.(1) above, the permittee shall notify the Department at the address above within 21 days after the last day of the failed routine test and conduct two additional follow-up tests on each species that failed the test in accordance with 6.d.
 - (b) The first test shall be initiated within 28 days after the last day of the failed routine test. The remaining additional follow-up tests shall be conducted weekly thereafter until a total of two valid additional follow-up tests are completed.
 - (c) The first additional follow-up test shall be conducted using a control (0% effluent) and a minimum of five dilutions: 100%, 75%, 50%, 25%, and 12.5% effluent. The permittee may modify the dilution series in the second additional follow-up test to more accurately bracket the toxicity such that at least two dilutions above and two dilutions below the

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

- target concentration and a control (0% effluent) are run. All test results shall be statistically analyzed according to the procedures in EPA-821-R-02-012.
- (3) In the event of three valid test failures (whether routine or additional follow-up tests) within a 12-month period, the permittee shall notify the Department within 21 days after the last day of the third test failure.
- (a) The permittee shall submit a plan for correction of the effluent toxicity within 60 days after the last day of the third test failure.
 - (b) The Department shall review and approve the plan before initiation.
 - (c) The plan shall be initiated within 30 days following the Department's written approval of the plan.
 - (d) Progress reports shall be submitted quarterly to the Department at the address above.
 - (e) During the implementation of the plan, the permittee shall conduct quarterly routine whole effluent toxicity tests in accordance with 6.d. Additional follow-up tests are not required while the plan is in progress. Following completion or termination of the plan, the frequency of monitoring for routine and additional follow-up tests shall return to the schedule established in 6.b.(1). If a routine test is invalid according to the acceptance criteria in EPA-821-R-02-012, a repeat test shall be initiated within 14 days after the last day of the invalid routine test.
 - (f) Upon completion of four consecutive quarterly valid routine tests that demonstrate compliance with the effluent limitation in 6.a.(1) above, the permittee may submit a written request to the Department to terminate the plan. The plan shall be terminated upon written verification by the Department that the facility has passed at least four consecutive quarterly valid routine whole effluent toxicity tests. If a test within the sequence of the four is deemed invalid, but is replaced by a repeat valid test initiated within 14 days after the last day of the invalid test, the invalid test will not be counted against the requirement for four consecutive quarterly valid routine tests for the purpose of terminating the plan.
- (4) The additional follow-up testing and the plan do not preclude the Department taking enforcement action for whole effluent toxicity failures.

[62-4.241, 62-620.620(3)]

7. Discharge from Town of Hastings WWTF is subject the effluent limitation for annual mass load of the total nitrogen and total phosphorus. The annual mass-based effluent limitations shall be 1640.42 lbs/year (745.6 kg/year) for total nitrogen and 527.35 lbs/year (239.70 kg/year) for total phosphorus.

Monthly mass load and annually mass loads of total nitrogen and phosphorus shall be calculated as follows:

- o Monthly Mass Load or TN or TP of the Two treatment facilities (ML)

$$\text{ML (Lbs/Month)} = (\text{Flow } (\frac{MG}{Mon})) \times (\text{TN } (\frac{mg}{L}) \text{ or TP } (\frac{mg}{L})) \times 8.34 (\frac{L}{MG} \frac{Lbs}{mg})$$

Where:

- ML** = Monthly mass load of total nitrogen or total phosphorus from each treatment facility; (Lbs/month)
- Flow** = Monthly volume of effluent discharged from Outfall D-001.(MG)
- TN** = Concentration of TN monitored at EFD-2 for City of Hastings WWTF.
- TP** = Concentration of TP monitored at EFD-2 for City of Hastings WWTF.

- o Annual Mass Load

The annual mass load is computed using a rolling twelve (12) – month period. The calculation shall

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

be the sum of the twelve most recent monthly mass loadings of total nitrogen or total phosphorus.
[62-302.530]

8. The maximum limits for pollutants (such as CBOD5 and TN) shall not exceed, and the minimum concentration of dissolved oxygen of the effluent shall be maintained such that the discharge shall not cause more than 10 percent of the daily average percent dissolved oxygen (DO) saturation value of the ambient under 38 percent.
[62-302.533(47), 62-620.620(1)(g), and 62-302.530(11)]
9. The pH and temperature of the effluent shall be taken at the time of the total ammonia sample collection. The un-ionized ammonia fraction shall be calculated based on pH, temperature, and a separate single grab sample for total ammonia. See Chapter 62-160 FAC and review FDEP Standard Operating Procedure (SOP FS-1000) concerning sampling procedures. *[62-302.530(3)]*
10. The monthly average effluent total suspended solids concentrations shall not exceed 15% of the respective influent values (85% removal). *[62-620.620(1)(o) and (3)]*
11. One sample for total recoverable mercury shall be taken in the fourth year of the permit, at least **11 months prior to the permit expiration date**. EPA Method 1631E shall be used to analyze for total recoverable mercury or other clean techniques approved for analysis such as Method 245.1 or Method 245.7 where the method detection limit is equal to or less than 12 ng/L. If the values detected are below the water quality standard the mercury is in compliance and does not trigger the need for a minimization plan. However, if testing results are above the water quality standard in the effluent, the permittee shall contact and discuss with the DEP NED wastewater section within 30 days of receipt of the results prior to submitting, preparing and implementing a mercury minimization plan addressing sources of mercury. *[62-304.900, 62-302 FAC, 62-4 FAC]*
12. The Department reserves the right to require regular monitoring of the segment of waterbody near the outfall for the purpose of maintaining data on the impact of the discharge on the surface water quality, sediments, and associated benthic communities. *[BPJ]*

PERMITTEE: St. Johns County Utility Department
 FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
 EXPIRATION DATE: November 30, 2020

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.6.:

Parameter	Units	Max/Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site	
BOD, Carbonaceous 5- day, 20C (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-1	See I.B.3

PERMITTEE: St. Johns County Utility Department
 FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
 EXPIRATION DATE: November 30, 2020

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site	Description of Monitoring Site
INF-1	Prior to any physical, biological, chemical treatment or dilution

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-601.500(4)]*
4. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
 - a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. *[62-4.246, 62-160]*

5. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. *[62-601.500(5)]*
6. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e.

PERMITTEE: St. Johns County Utility Department
 FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
 EXPIRATION DATE: November 30, 2020

monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

7.

REPORT Type on DMR	Monitoring Period	Mail or Electronically Submit by
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semi-annual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28
Toxicity -Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation at the address specified below:

Florida Department of Environmental Protection
 Wastewater Compliance Evaluation Section, Mail Station 3551
 Bob Martinez Center
 2600 Blair Stone Road
 Tallahassee, Florida 32399-2400

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

[62-620.610(18)][62-601.300(1), (2), and (3)]

8. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection
 Northeast District Office
 8800 Baymeadows Way West
 Suite 100
 Jacksonville, Florida 32256-7577

Phone Number - (904)256-1700
 FAX Number - (904)256-1590
 (All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

- All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

- Biosolids generated by this facility may be land applied, or transfer, or disposed of in a Class I solid waste landfill. [62-620.320(6), 62-640.880(1)]
- The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
- Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.6.

Parameter	Units	Max/ Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Generated)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1
Biosolids Quantity (Treated)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-2
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-3
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-4

Note: (**) The Annual total is based on a calendar year.

[62-640.650(5)(a)1]

- Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculation
RMP – 1	Amount of biosolids generated
RMP – 2	Amount of biosolids treated
RMP – 3	Amount of biosolids disposed on a Class I landfill,

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

RMP – 4	Amount of biosolids transferred
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5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]
8. Florida water quality criteria and standards shall not be violated as a result of land application of biosolids from this facility. [62-640.400(2)]

B. Treatment and Monitoring Requirements

9. The permittee shall maintain hauling records to track the transport of biosolids between the treatment facility and the application site. The hauling records for each party shall contain the following information:

Treatment Facility Permittee	Site Permittee
1. Date and time shipped and shipment ID	1. Date and time received and shipment ID
2. Amount of biosolids shipped	2. Name and ID number of treatment facility from which biosolids are received
3. Concentration of parameters & date of analysis	3. Signature of hauler
4. Name and ID number of permitted application site	4. Signature of site manager
5. Class of biosolids shipped	
6. Signature of certified operator or designee	
7. Signature of hauler and name of hauling firm	

A copy of the treatment facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids site manager. The permittee shall report to the Department within 24 hours of discovery of any discrepancy in the delivery of biosolids leaving the treatment facility and arriving at the permitted application site. Treatment facility permittees shall notify the Department, site manager, and site permittee within 24 hours of discovery of sending biosolids that did not meet the requirements of Rule 62-640.600, F.A.C., or subsection 62-640.700(5), F.A.C., to a land application site.

[62-640.650(4) & (5)]

10. The permittee shall maintain copies of the Biosolids Application Site Annual Summaries, received from site permittees in accordance with 62-640.650(5)(e), F.A.C., indefinitely. [62-640.650(4)(d)]
11. The permittee shall submit a Treatment Facility Biosolids Annual Summary to the Department's Northeast District Office on Department Form 62-640.210(2)(b). The summary shall include all

biosolids shipped during the period January 1 through December 31 and shall be submitted to the Department by February 19 of the year following the year of application. [62-640.650(5)(c)]

C. Disposal

- 12. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

D. Transfer

- 13. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
- 14. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

E. Receipt

- 15. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

Section IV is not applicable to this facility.

V. OPERATION AND MAINTENANCE REQUIREMENTS

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category I, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 6 hours/day for 5 days/week and one visit on each weekend day. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(1)]*

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. An updated capacity analysis report shall be submitted to the Department annually by August 1 of each year. The updated capacity analysis report shall be prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
 - g. A copy of any required record drawings;
 - h. Copies of the licenses of the current certified operators;
 - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and

- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

1. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

Please note, effluent testing shall be conducted for each outfall in accordance with the instructions provided in Sections 3.A.12., 13., and 14. of the application form. A minimum of three samples shall be taken within four and one-half years prior to the date of the permit application and must be representative of the seasonal variation in the discharge from each outfall. [62-620.335(1) - (4)]

2. The following planned action shall be completed according to the following schedule:

Planned Action	Completion Date
a. One sample for total recoverable mercury shall be taken in the fourth year of the permit, at least 12 months prior to the permit expiration date . See specific condition I.A.11	03/01/2020

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. [62-625.500]

VIII. REOPENER CLAUSE

1. The permit shall be revised, or alternatively, revoked and reissued in accordance with the provisions contained in Rules 62-620.325 and 62-620.345 F.A.C., if applicable, or to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2) and 307(a)(2) of the Clean Water Act (the Act), as amended, if the effluent standards, limitations, or water quality standards so issued or approved:
 - a. Contains different conditions or is otherwise more stringent than any condition in the permit/or;
 - b. Controls any pollutant not addressed in the permit.

The permit as revised or reissued under this paragraph shall contain any other requirements then applicable.

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

2. The permit may be reopened to adjust effluent limitations or monitoring requirements should future Water Quality Based Effluent Limitation determinations, water quality studies, DEP approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement.

IX. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b)]*
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
8. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
9. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

X. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.[62-620.610(17)]
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

- 19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
- 20. The permittee shall report to the Department's Northeast District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Northeast District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Northeast District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

PERMITTEE: St. Johns County Utility Department
FACILITY: Hastings WWTF

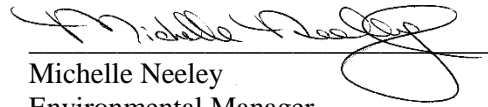
PERMIT NUMBER: FL0042315 (Minor)
EXPIRATION DATE: November 30, 2020

- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Michelle Neeley
Environmental Manager
Permitting Program

PERMIT ISSUANCE DATE: February 28, 2018

Attachment(s):
Discharge Monitoring Report

**AMENDMENT FACT SHEET
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FL0042315-010 (Minor)
FACILITY NAME: Hastings WWTF
RESPONSIBLE AUTHORITY: Mr. William G. Young, Utility Director, SJCUD
FACILITY LOCATION: 819 North Main Street, Hastings, Florida 32145
St. Johns County
NAME OF PERMITTEE: St. Johns County Utilities Department
PERMIT REVIEWERS: D. Anh Vo, P.E., Wastewater Section – NED FDEP
PERMIT WRITER: Jeff Martin, P.E.

1. **Permit Revision:**

The permit revision includes transferring of the ownership of the wastewater treatment facility from Town of Hastings to St. Johns County Utilities Department. All other requirements and conditions of the existing permit shall remain in effect and enforceable until the permit expires.

**FACT SHEET
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FL0042315-009 (Minor)
FACILITY NAME: Hastings WWTF
RESPONSIBLE AUTHORITY: Ms. Shelby E. Jack, Town Manager, CMC
(904) 692-1520
FACILITY LOCATION: 819 North Main Street, Hastings, Florida 32145
St. Johns County
NAME OF PERMITTEE: Town of Hastings
PERMIT REVIEWERS: D. Anh Vo, P.E., Wastewater Section – NED FDEP
PERMIT WRITER: Jeff Martin, P.E.

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number:	FL0042315 – 009 – DW2P
Application Submittal Date:	June 3, 2015
RAI sent	June 4, 2015
RAI received	June 11, 2015
Complete	July 14, 2015
Draft Permit	July 31, 2015
Comment period	No comments received from EPA, Federal agencies, State agencies or from the Town
Intent to Issue	September 1, 2015
Publication of Intent	September 11, 2015
Issue Final permit	September 28, 2015

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Municipal

SIC Code: 4952

c. Facility Capacity

	Treatment Capacity (MGD AADF)	Disposal Capacity (MGD AADF)	Permitted Capacity (MGD AADF)
Existing Capacity	0.12	0.12	0.12
Proposed Increase in Capacity	0.00	0.00	0.00
Proposed Total Capacity	0.12	0.12	0.12

d. Description of Wastewater Treatment

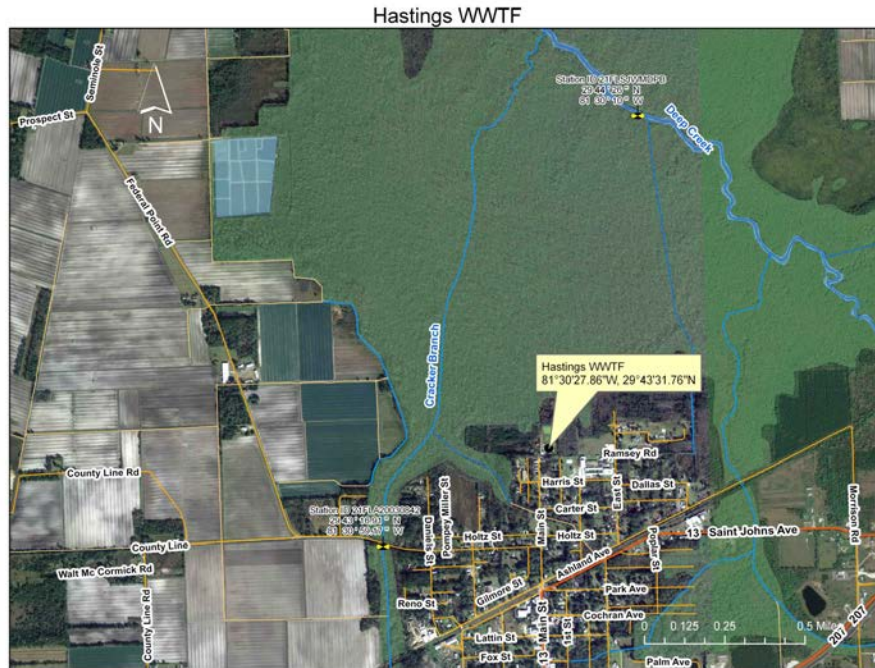
To operate an existing a 0.120 million gallons per day (mgd) annual average daily flow (AADF) permitted-capacity, advanced secondary treatment, activated sludge domestic wastewater treatment facility (WWTF) which operates in the extended aeration mode with nitrification and denitrification (with carbon-source chemical feed capability available for treatment assistance) providing advanced secondary treatment. Treatment units consist of

- a single static influent screen,
- an 86,000 gallon equalization tank,
- Two biological treatment units (BTUs) with alternate anoxic and aerobic tankage.
 - The BTUs have four (4) sequential stages: pre-anoxic (20,737 gallons), nitrification (131,000 gallons), post anoxic (50,037 gallons), first and second re-aeration,
- Two EIMCO secondary clarifiers (88,100 gallons, 25 feet in diameter),
- One automatic backwash disc filter (120 SF, 0.7 gpm/ft²) with four (4) discs.
- One dual channel chlorine contact chamber (6,250 gallons) that uses sodium hypochlorite,
- One dechlorination chamber (180 gallons) that uses sodium bisulfite
- two aerobic digesters (15,400 gallons and 18,000 gallons) with waste sludge stabilized in operated in series
- Two wedge wire sludge drying beds (400 square feet per each) treated biosolids dewatered on

- 30 cubic yard biosolids storage and loading facility.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

➤ Figure 1: Map for Effluent Disposal (D-001)



➤ Monitoring Group D-001:

Receiving waterbody: Class III - Fresh Waters, Deep Creek

Table 1: Pollutants which are present in significant quantities or which are subject to permit limitations are as follows as reported on DEP Form 2A:

Parameter	Units	Max/Min	Reported Value	Statistical Basis
Flow	MGD	Max	0.336	Single Sample
			0.091	Annual Average
BOD, Carbonaceous 5-day, 20°C	mg/L	Max	5.1	Single Sample
			2.0	Monthly Average
Solids, Total Suspended	mg/L	Max	2.4	Single Sample
			2.0	Annual Average
Coliform, Fecal	#/100mL	Max	4.0	Single Sample
			4.0	Annual Average
pH	s.u.	Min	6.8	Single Sample
		Max	7.3	Single Sample
Chlorine, Total Residual (For Dechlorination)	mg/L	Max	0.01	Single Sample
			0.01	Annual Average
Oxygen, Dissolved (DO)	mg/L	Max	7.2	Single Sample
			6.4	Annual Average

Parameter	Units	Max/Min	Reported Value	Statistical Basis
Nitrogen, Total	mg/L	Max	4.00	Single Sample
			1.29	Annual Average
Nitrogen, Ammonia, Total (as N)	mg/L	Max	1.15	Single Sample
			0.08	Annual Average
Temperature (°C), Water (Summer)	Deg °C	Max	25	Single Sample
			23	Annual Average
Nitrogen, Kjeldahl, Total (as N)	mg/L	Max	2.1	Single Sample
			0.31	Annual Average
Phosphorus, Total (as P)	mg/L	Max	0.761	Single Sample
			0.51	Annual Average

2. **FACILITY PERFORMANCE - FILE REVIEW:**

a. Effluent Characteristics:

- i) Compliance History of the Facility: The facility’s Compliance Inspection Reports of the last 5 years showed that the facility has generally been in compliance with its permit effluent limits.
- ii) The Department Sampling Inspection: The Third-Year inspection (compliance sampling inspection) was conducted on January 13, 2014 for the effluent discharge through Outfall D-001; the result is summarized following:
 - (a) Results of the Water Chemistry:
 - Nickel and zinc were detected in the effluent at levels that comply with Class III Fresh water quality criteria.
 - Fecal coliform results were non-detect at less than 2 CFU/ 100mL.
 - (b) Toxicity Test Results: The effluent sample collected by DEP from D-001 for this facility on January 13, 2014, was not acutely toxic to test species during the bioassays at the DEP Lab. Facility passed their own annual testing on June 19, 2013, and awaiting test results for 2015. In addition, the facility has meet the unionized ammonia standard for fresh water.
- iii) Quality of Effluent (the facility Discharge Monitoring reports (DMRs) from January 1, 2010 through May 31, 2015)

Parameter	Average	Mode	Median	Minimum	Maximum
AMMONIA, UNIONIZED (AS NH3)	0.004	0.009	0.002	0.000055	0.009
BOD, Carbonaceous 5-day, 20°C	2.09	2.00	2.00	2.00	2.5
CBOD, % Removal, 5-day	95.64	98.00	98.00	92.0	99.00
Chlorine, Total Residual (disinfection)	0.625	0.01	0.70	0.01	1.8
CHLORINE, TOTAL RESIDUAL (final)	0.02	0.01	0.01	0.01	0.10
Coliform, Fecal	3.95	4	4	0	4
Flow, MGD AADF	0.08424	0.06	0.076	0.053	1.133

Nitrogen, Ammonia, Total (as N)	0.0295	0.025	0.052	0.014	2.6
Nitrite plus Nitrate, Total 1 det. (as N)	2.205	0.048	2.1	0.00064	7.2
Nitrogen, Ammonia, Total unionized (as N)	0.00308	0.001	0.0009	0.00007	0.02
Nitrogen, Kjeldahl, Total (as N)	0.8289	1.2	0.45	0.05	3.6
Nitrogen, Organic, Total (as N)	0.305	0.1	0.125	0.1	2.30
Nitrogen, Total (annual average)	2.23	2	2.18	1.12	3.8
Nitrogen, Total (annual average lbs/year)	511.1	834.3	469.3	17.3	928.97
Oxygen, Dissolved (DO)	6.45	6.51	6.71	6.09	7.25
PERCENT CAPACITY, (TMADF/PERMITTED CAPACITY) X 100	66.26	48.00	63.00	44.00	119.00
pH	7.02	7.1	7.0	6.5	7.90
Phosphate, Ortho (as P)	0.37.16	0.47	0.35	0.059	1.20
Phosphorus, Total (as P) (lbs/year)	154.296	131.9	130.2	9.3	382.8
Solids, Total Suspended	1.80	2.00	2.00	2.00	4.0
Temperature (°C), Water	24.165	25.0	24.1	16.8	31.3

b. Receiving Water Characteristics

i) Receiving Water

The final treated effluent from the Town Hastings WWTF is discharged to unnamed ditch to Cracker Branch which is located in Cracker Branch Basin (WBID # 2555) which flows to Deep Creek Basin (WBID# 2549), then flow into the Lower St. John Basin (WBID# 2213K).

ii) Impairment Waterbody

	WBID 2555 (Lower St. Johns/Cracker Branch)	
	EPA 303 (d) List (December 21, 2010 Version)	FDEP 303 (d) List (Secretarial Order updated January 27, 2014)
Parameters of Impaired Water	Biochemical Oxygen Demand, Dissolved Oxygen, and Nutrients,	Biochemical Oxygen Demand, Dissolved Oxygen, Fecal Coliform, and Nutrients (Chlorophyll-a)

	WBID 2549 (Lower St. Johns/Deep Creek)	
	EPA 303 (d) List (December 21, 2010 Version)	FDEP 303 (d) List (Secretarial Order updated January 27, 2014)
Parameters of Impaired Water	Dissolved Oxygen, Iron, Lead, Cadmium, Copper, Silver, Nutrients, and Biochemical Oxygen Demand	Biochemical Oxygen Demand and Nutrients

	WBID 2213K (Lower St. Johns/Above Tocoi)	
	EPA 303 (d) List (December 21, 2010 Version)	FDEP 303 (d) List (Secretarial Order updated January 27, 2014)
Parameters of Impaired Water	Lead, Copper, Silver, and Mercury (based on fish consumption advisory)	Mercury (based on fish consumption advisory)

3. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

- a. The whole effluent toxicity (WET) tests were retained in the permit and the facility is a minor NPDES discharge with advanced secondary limits, acute toxicity tests will be required per 62-620.620(3), FAC.

4. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not have a new or expanded discharge to surface waters.

The Department does not anticipate adverse impacts on threatened or endangered species as a result of permit issuance.

5. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

- a. Rational Basis: This facility is authorized to discharge effluent from Outfall D-001 to Deep Creek based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.120	Annual Average	62-600.400(3)(b) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) FAC
		Max	Report	Quarterly Average	62-600.400(3)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5-day, 20°C	mg/L	Max	5.0	Annual Average	62-600.420(1)(a) &/or .740(1)(b)1.a. FAC
		Max	6.25	Monthly Average	62-620.625(5) FAC & 40 CFR 133.102(a)(4)(i)
		Max	7.5	Weekly Average	62-620.625(5) FAC & 40 CFR 133.102(a)(4)
		Max	10.0	Single Sample	62-600.740(1)(b)1.d. FAC
CBOD, % Removal, 5-day	percent	Min	85	Monthly Average	62-620.100(3)(g), FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-600.420(1)(a) &/or .740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Solids, Total Suspended, % Removal	percent	Min	85	Monthly Average	62-620.100(3)(g), FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-600.440(4)(c)1. FAC
		Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.5	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-600.440(4)(b) FAC
Chlorine, Total Residual (For Dechlorination)	mg/L	Max	0.01	Single Sample	62-600.440(2) & 62-302.530(18) FAC
Oxygen, Dissolved (DO)	mg/L	Min	5.0	Weekly Average	62-302 FAC
Nitrogen, Total	mg/L	Max	4.5	Annual Average	62-302 FAC
		Max	5.63	Monthly Average	62-302 FAC
		Max	6.75	Weekly Average	62-302 FAC
		Max	9.0	Single Sample	62-302 FAC
Nitrogen, Total	lb/yr	Max	1640.4	Annual Average	62-302 FAC
Nitrogen, Total	lb/month	Max	Report	Monthly Total	62-302 FAC
Nitrogen, Ammonia, Total (as N)	mg/L	Max	2.0	Monthly Average	62-302 FAC
Temperature (°C), Water	Deg C	Max	Report	Single Sample	62-302 FAC
Nitrogen, Ammonia, Total unionized (as N)	mg/L	Max	0.02	Single Sample	62-302 FAC
Nitrite plus Nitrate, Total 1 det. (as N)	mg/L	Max	Report	Single Sample	62-302 FAC
Nitrogen, Kjeldahl, Total (as N)	mg/L	Max	Report	Single Sample	62-302 FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	62-302 FAC
Phosphorus, Total (as P)	lb/yr	Max	527.4	Annual Average	62-302 FAC
Phosphorus, Total (as P)	lb/month	Max	Report	Single Sample	62-302 FAC
Nitrogen, Organic, Total (as N)	mg/L	Max	Report	Single Sample	62-302 FAC
Phosphate, Ortho (as P)	mg/L	Max	Report	Single Sample	62-302 FAC
Acute Whole Effluent Toxicity, 96-Hour LC50 (<i>Ceriodaphnia dubia</i>)	percent	Min	100	Single Sample	62-302.200(1), 62-302.500(1)(a)4 & 62-4.241(1)(a) FAC
Acute Whole Effluent Toxicity, 96-Hour LC50 (<i>Cyprinella leedsi</i>)	percent	Min	100	Single Sample	62-302.200(1), 62-302.500(1)(a)4 & 62-4.241(1)(a) FAC

b. Discussion on the Limitations:

The limits in this permit are based in part on information received in the application, the wastewater characterization reported on the DMR, the results of Third-Year inspection and the receiving water

body characterization. The limits necessary to meet the rules and regulations of the State of Florida were determined and included in this permit.

This facility has provided reasonable assurance that the discharge will not adversely affect the designated use of the receiving water. .

(1) Water Quality Based Effluent Limitation (WQBEL)

- (a) Monitoring frequencies and limitations are retained from the previous permit for “conventional” pollutants parameters (CBOD5, TSS, pH, Fecal Coliform, and TRC).
- (b) Coliform is listed impaired water (WBID 2255, FDEP 303d). Therefore, effluent limit for fecal coliform needs to be re-evaluated. Data from DMRs (January 2010 through May 2015) show that the maximum total coliform in a single sample effluent was 402 counts in 100 mL; average, mode, and median of annual average of the fecal coliform were 28.12, 4.0, and 4.0 count in 100 mL, respectively. Based on the fecal coliform data, although a segment of the water body has 303(d) listed impairment for fecal coliform, there is no evidence to show that the coliform in the effluent contributed to the fecal coliform of the receiving waterbody. Therefore, the permittee is not required to increase a disinfection treatment level of the effluent before discharge to the creek. The limit of fecal coliform, which was established in accordance with Rule 62-600.440(4)(c), FAC, remains.
- (c) Biological Oxygen Demand (BOD) is listed impaired water (WBID 2255 and WBID 2549, listed in both FDEP 3039d) and EPA 303(d)). Therefore, effluent limit for BOD needs to be evaluated. Data from DMRs (January 2010 through May 2015) show that the maximum total BOD in a single sample effluent was 4.90 mg/L average, mode, and median of annual average of the BOD were 2.50, 2.0, and 2.0 mg/L, respectively. Based on the BOD data, although segment of the water bodies have 303(d) listed impairment for BOD, there is no evidence to show that the BOD in the effluent contributed to the BOD of the receiving waterbody. Therefore, the permittee is not required to increase treatment level of the effluent before discharge to the creek. The limit of BOD, which was established in accordance with Rule 62-600.420(1)(a) &/or .740(1)(b)1.a. FAC, is remained.
- (d) The Total Maximum Daily Load (TMDL) for the Lower St. Johns River (LSJR) was adopted by the Department on June 3, 2008. The LSJR BMAP was developed as part of the TMDL Program, authorized under the Florida Watershed Restoration Act (Chapter 403.067, Florida Statutes), and adopted on October 10, 2008. Pursuance to requirement of Condition I.A.11 permit FL0042315-006, the permit was revised to incorporate the nutrients TMDL for the Lower St. Johns River. Mass loading limits for total nitrogen and total phosphorus are retained in the permit based on the LSJR BMAP. This permit includes specific conditions to implement a combined TN and TP wasteload allocation for the above listed domestic wastewater treatment facilities in accordance with the Lower St. Johns River Basin Management Action Plan (BMAP) adopted on October 10, 2008. The LSJR BMAP has been developed as part of the Department’s Total Maximum Daily Load (TMDL) Program, as authorized under the Florida Watershed Restoration Act (Chapter 403.067, Florida Statutes). The TMDL for the LSJR was adopted by the Department on June 3, 2008.

No load requirement was assigned to The Town of Hasting Wastewater Treatment facility (WWTF), due to the fact that the facility is located above the head of tide of the LSJR. However, the town would like to generate credits. A starting load needs to be determined, and depending on how much credit the town wishes to generate the permitted allocation will be the starting load minus the generated credit.

For establishment of Mass Loading for total nitrogen and total phosphorus:

In accordance with section 3.4.2 (pg 38) of the LSJR BMAP; the facilities in the LSJR Basin above head of tide will not be allowed to increase their current loading, which is based on the facility’s permitted flow and the current nutrient limit. In the absence of a nutrient concentration limit, the 95th percentile over a representative time frame will be used (up to but not to exceed 10 years).

The current permit has an average annual daily flow (AADF) permitted capacity of 0.120 million gallons per day (MGD) and monthly average concentration limit for Total Nitrogen of 5.63 mg/L. Also by using the historical Discharge Monitoring Report (DMR) data, starting in October 1999 until the issuance of the BMAP October 2008, the following table was created to get the 95th percentile concentration of Total Phosphorus of 2.94 mg/L.

Table 1: Flow and Concentrations of TN/TP (Oct. 1999 through Oct 2008) – Basis for Hastings

	Flow -Monthly Average (MGD)	Total Phosphorus (mg/L)	Total Nitrogen (mg/L)
Average	0.09	1.35	3.96
Mode	0.08	1.40	1.50
Median	0.08	1.20	3.37
Minimum	0.01	0.04	0.19
Maximum	0.17	3.60	17.40
Standard Deviation	0.03	0.80	3.49
95 th percentile	0.14	2.94	7.90

Established Flow Basis

Using section 3.4.2 of the BMAP the following equations were derived.

$$\begin{aligned} \text{Current Mass load (TN or TP)} \\ = (\text{Permitted Monthly Capacity of the WWTF}) * (\text{Concentration of TN or TP}) \end{aligned}$$

Current Permitted Capacity is 0.120 MGD AADF. Current Monthly capacity is:

$$\text{Current monthly capacity} = \text{Current permitted capacity} * \text{days in a month}$$

$$\text{Current monthly capacity} = 0.120 \frac{\text{Million Gallons}}{\text{Day}} * \frac{30 \text{ days}}{\text{Month}}$$

$$\text{Current monthly capacity} = 3.6 \frac{\text{Million Gallons}}{\text{Month}}$$

Established TN, TP Mass Basis

Current Mass load TN = (Permitted Monthly Capacity of the WWTF) * (Concentration of TN) * CF

$$\text{Current Mass load TN} = \left(3.6 \frac{\text{Mgal}}{\text{month}} \right) * \left(5.63 \frac{\text{mg}}{\text{L}} \right) * \left(8.34 \frac{\text{L}}{\text{Mgal}} * \frac{\text{lbs}}{\text{mg}} \right)$$

$$\text{Current Mass load TN} = 169.04 \frac{\text{lbs}}{\text{month}} \text{ or } 76.834 \frac{\text{kg}}{\text{month}}$$

$$\text{Current Mass load TN} = 2,028.42 \frac{\text{lbs}}{\text{year}} \text{ or } 922.01 \frac{\text{kg}}{\text{year}}$$

For Phosphorus →

$$\text{Current Mass load TP} = \left(3.6 \frac{\text{Mgal}}{\text{month}} \right) * \left(2.94 \frac{\text{mg}}{\text{L}} \right) * \left(8.34 \frac{\text{L}}{\text{Mgal}} * \frac{\text{lbs}}{\text{mg}} \right)$$

$$\text{Current Mass load TP} = 88.27 \frac{\text{lbs}}{\text{month}} \text{ or } 40.12 \frac{\text{kg}}{\text{month}}$$

$$\text{Current Mass load TP} = 1,059.25 \frac{\text{lbs}}{\text{year}} \text{ or } 481.48 \frac{\text{kg}}{\text{year}}$$

As stated above due to the fact that the facility is discharged to Deep Creek which located above the head of tide of the LSJR, its discharge is considered as part of the total nonpoint source load entering Lower St. Johns River form Deep Creek. Therefore, Hasting WWTF was not given an allocation as part of this BMAP. Its allowable load is the current mass load of 1,059.25 lbs/yr (481.48 kg/yr) and 2,028.42 lb/yr (992.01 kg/yr) for total phosphorus (TP) and total nitrogen (TN), respectively. The calculations are detailed above.

To generated nutrients credit Hasting WWTF (POTW) agrees to reduce its permitted load below it allowable load.

Water quality credits can only be generated when a source reduces its loading of a given pollutant below the load allowable for the source under the TMDL or BMAP. For point sources, the allowable load is provided in the WLA for the facility, and credit generation is initiated when the point source prospectively agrees to reduce its permitted load below its WLA. Credit generation for nonpoint sources will also be based on whether the source reduces its loading below the allocation. To generate credits, the nonpoint source must also apply for, and receive, a permit or other Department authorization that provides reasonable assurance that the entity will reduce its loading below its load allocation or the nonpoint source control activity must be incorporated into the buyer's permit.

Town of Hasting uses its nutrient credits to trade with Town of Hasting Stormwater Non – MS4 and St. Johns County Stormwater Non – MS4.

There is no location factor or other trading factors applying to amount traded between Town of Hasting WWTF and Hasting Stormwater Non – MS4 or St. Johns County Stormwater Non – MS4.

Amount of nutrients trading and final mass load for Hasting WWTF is listed in table below:

Table 2 - Summary Waste Load Allocation (WLA) for Hastings WWTF based on LSJR BMAP.

	TP (lb/yr)	TP (kg/yr)	TN (lb/yr)	TN (kg/yr)
Original WLA (or Current mass load) for Conventional Hasting WWTF (POTW)	1,059.25	481.48	2,028.42	922.01
Credit generated from the POTW for Hasting Stormwater Non-MS4 to meet the minimum reduction required by the LSR TMDL BMAP (Pages 50& 58 of LSJR BMAP – 2009 Progress Report)	- 95.90	- 43.60	-388.0	-177.0
Trade from the POTW to St. Johns County Stormwater Non – MS4	- 436.00	- 198.20	- 0.00	- 0.00
WLA (final mass load) for Conventional Hasting WWTF after Trading and Required Reductions	527.35	239.70	1,640.42	745.60

The applicant has provided reasonable assurance that the discharge will meet the permit limit requirements.

- e. Credits generated and trading for Hastings Stormwater Non – MS4 and St. Johns County Stormwater Non – MS4. Town of Hasting Stormwater Non – MS4:
 Accordance with St. Johns River TMDL – BMAP, Town of Hasting Stormwater Non – MS4 is required to reduce 95.9 lbs/yr (43.6 kg/yr) for TP and 389 lbs/yr (177 kg/yr) for TN. In order to achieve the reductions, Town of Hasting must perform four projects (Named HAS – 1, HAS – 2, HAS – 3, and HAS – 4). Please note that the projected reduction listed in the TMDL – BMAP for St. Johns River from HAS – 1 (WWTP chemical feed) was 548 lbs/yr (249.1 kg/yr) for TP. However, the actual reduction from the project for TP was 95.9 lbs/yr (43.6 kg/yr). Due to the actual reduction less than the projected reduction, the nutrients credit for Hasting Stormwater Non – MS4 is less than it is listed in the table on page 50 of LSJR BMAP – 2009 Progress Report. This change was updated into the LSJR BMAP – 2010 Progress Report. Reductions and projects requirements for Hasting Stormwater Non – MS4 are summarized in the table below.

Table 3.1 – Details Reduction Requirements and Projects for Hastings Stormwater Non - MS4 to Meet TMDL Allocation Determined in the LSJR BMAP TMDL

		TP (lb/yr)	TP (kg/yr)	TN (lb/yr)	TN (kg/yr)
Minimum Reduction Required by LSJR TMDL BMAP Projects for Hasting Non – MS4 (Pages 50 & 58 of LSJR BMAP – 2009 Progress Report)		95.9	43.6	389.0	177.0
<u>HAS – 1 Project</u> (WWTP Chemical Feed System)	Projected reduction (Pages 50 & 58 of LSJR BMAP – 2009 Progress Report)	548	249.1	388.0	176.0
	Actual Reduction from the project (Reported by the Consultant Eng.)	95.9	43.6	388.0	176.0

<u>HAS – 2 Project</u> (<i>FDOT 4 Laning of SR 207</i>) (<i>Pages 50 & 58 of LSJR BMAP – 2009 Progress Report</i>)	7.9	3.6	15.0	7.0
<u>HAS – 3 Project</u> (<i>FDOT 4 laning of SR207 from CR305 to Cypress Link Blvd</i>) (<i>Pages 50 & 58 of LSJR BMAP – 2009 Progress Report</i>)	73.9	33.6	143.0	65.0
<u>HAS – 4 Project</u> (<i>Atmospheric deposition load reduction – Seminole Electric SCR upgrade</i>) (<i>Page 58 of LSJR BMAP– 2009 Progress Report</i>)	0.0	0.0	119.0	54.0
Total Reductions from the project	177.7	80.8	665.0	302.0
Credit/(Deficit) for Hastings Stormwater Non - MS4	81.8	37.2	276.0	125.0

f. St. Johns County Stormwater Non – MS4:

In accordance with St. Johns River TMDL – BMAP, St. Johns County Non – MS4 is required to reduce 947.8 lbs/yr (430.8 kg/yr) for TP and 4,070.0 lbs/yr (1,937.0 kg/yr) for TN. In order to achieve the reductions, the Town of Hasting must perform eight projects (Named from SJC – 1 to SJC -8). Please note that the projected reduction listed in the TMDL – BMAP for St. Johns River from SJC – 7 (Purchase Hasting WWTP reduction credit) was 436.0 lbs/yr (198.2 kg/yr) for TP and 0.0 lbs/yr (0.0 kg/yr) for TN. However, the actual purchasing from the project is 597.86 lbs/yr (271.18 kg/yr) for TP and 384.61 lbs/yr (174.45 kg/yr) for TN. Due to the actual purchasing is greater than the projected purchasing, the nutrients credit for St. Johns County Stormwater Non – MS4 is greater than they are listed in the tables on pages 58 and 60 of LSJR BMAP – 2009 Progress Report. This change will be updated into the LSJR BMAP – 2010 Progress Report. Reductions and projects requirements for St. Johns County Stormwater Non – MS4 are summarized in the table below.

Table 3.2 – Details Reduction Requirements and Projects for St. Johns County Stormwater Non - MS4 to Meet TMDL Allocation Determined in the LSJR BMAP TMDL

	TP (lb/yr)	TP (kg/yr)	TN (lb/yr)	TN (kg/yr)
Minimum Reduction Required by LSJR TMDL BMAP Projects for St. Johns County Stormwater Non – MS4 (<i>Pages 52 & 60 of LSJR BMAP – 2009 Progress Report</i>)	947.8	430.8	4,070.0	1,937.0
<u>SJC – 1 Project</u> (<i>Purchase a street sweeper</i>) (<i>Pages 52 & 60 of LSJR BMAP – 2009 Progress Report</i>)	37.0	16.8	283.0	129.0
<u>SJC – 2 Project</u> (<i>Implementation street sweeping</i>) (<i>Pages 52 & 60 of LSJR BMAP – 2009 Progress Report</i>)	5.1	2.3	41.0	19.0
<u>SJC – 3 Project</u> (<i>Stormwater Education</i>)	410.1	186.4	2,372.0	1,078

<i>(Pages 52 & 60 of LSJR BMAP – 2009 Progress Report)</i>				
<u>SJC – 4 Project</u> <i>(Low-impact development)</i> <i>(Pages 52 & 60 of LSJR BMAP – 2009 Progress Report)</i>	0.0	0.0	0.0	0.0
<u>SJC – 5 Project</u> <i>(Slow release fertilizer ordinance)</i> <i>(Pages 52 & 60 of LSJR BMAP – 2009 Progress Report)</i>	0.0	0.0	0.0	0.0
<u>SJC – 6 Project</u> <i>(Deep Creek RST O&M value)</i> <i>(Pages 52 & 60 of LSJR BMAP – 2009 Progress Report)</i>	563.0	255.9	689.0	313.0
<u>SJC – 7 Project</u> <i>(Purchase Hastings WWTP - Reduction credits)</i> <i>(Page 52 LSJR BMAP – 2009 Progress Report)</i>	436.0	198.2	0.0	0.0
<u>SJC – 8 Project</u> <i>(Atmospheric deposition load reduction – Seminole Electric SCR upgrade)</i> <i>(Page 60 of LSJR BMAP – 2009 Progress Report)</i>	0.0	0.0	4,261.0	1,937.0
Total Reductions from the project	1,451.2	659.6	7,647.0	3,476.0
Credit/(Deficit) for St. Johns County Stormwater Non – MS4	503.4	228.8	3,386.0	1,539.0

g. Progress Reports to the LSJR BMAP for 2010 -2014

Based on the February 2013 progress report, St. Johns County made its annual payment of \$30,000 to the Town of Hastings for the 198.2 kg/yr of TP reduction per the 2009 agreement for water quality credit trading (project SJC-7). The county’s education efforts (project SJC-3) also continued this year, as described in **Section 2.2.2.2** of the progress report.

St. Johns County has designed and permitted an additional RST on property obtained from the SJRWMD, known as the Masters tract, adjacent to Deep Creek near Hastings. Estimated reduction values for this facility are 2,370 kg/yr of TN and 1,190 kg/yr of TP.

2) Methodology Used In Determining Limitations

The limits in this permit are based in part on information received in the application, the wastewater characterization reported on the DMR, the results of Third-Year inspection, the receiving water body characterization, and TMDL. The limits necessary to meet the rules and regulations of the Code of Federal Regulations (CFR) 40 and State of Florida were determined and included in this permit.

a. Technology-Based Effluent Limitations (TBELs)

The Hastings WWTF, a wastewater treatment facility, is a category of discharger for which technology-based effluent limits have been promulgated by federal and state regulations. These regulations are performance standards that constitute all known available and reasonable assurance of prevention, control, and treatment for municipal wastewater.

The limitations and conditions of the TRC (for both disinfection and dechlorination) have been developed to comply with the technology-based standards of the Clean Water Act.

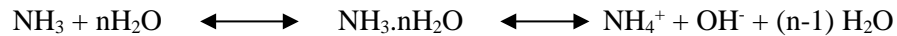
b. Water Quality Based Effluent Limitation (WQBEL)

In order to protect existing water quality and preserve the designated beneficial uses of Florida's surface waters, the discharge permits shall be conditioned such that the discharge will meet established Surface Water Quality Standards. The Florida State Surface Water Quality Standards (Chapters 62-302, 62-303, 62-304, 62-650 and other applicable rules of Florida Administrative Code) are state regulation designed to protect the beneficial uses of the surface waters of the state.

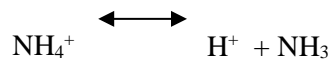
- (i) Total Suspended Solids: Data report in the DMR from January 2010 through May 2015 shows the monthly average concentration of total suspended solids (TSS) in the effluent was in range of 1.00 mg/L to 4.00 mg/L (one time max). The average, mode, and median of monthly average of TSS were 1.8 mg/L, 2.00 mg/L, and 2.00 mg/L, respectively. There is no evidence to show that the TSS discharge would impact the TSS or turbidity levels of the stream. The monitoring frequency and current annual average, monthly average, weekly average and single sample limits of 20.0 mg/L, 30.0 mg/L, 45.0 mg/L and 60.0 mg/L, respectively, for TSS are recommended to be retained in the new permit.
- (ii) Carbonaceous Biochemical Oxygen Demand (CBOD5): The current permit requires the discharge to meet limits for CBOD5 of 20.0 mg/L, 25.0 mg/L, 45.0 mg/L and 60.0 mg/L (annual average, monthly average, weekly average, and single sample, respectively). Historically (January 2010 through May 2015), the CBOD5 of the effluent has been low. The monthly average concentrations of CBOD5 in the effluent is in range of 2.00 mg/L to 2.5 mg/L (one time max), with the average, mode and median of 2.09 mg/L, 2.00 mg/L, and 2.00 mg/L, respectively. The monitoring frequency and current limits for CBOD5 are recommended to be retained in the new permit.
- (iii) Fecal Coliform: Cracker Branch has been listed as impaired water for fecal coliform for Fecal Coliforms. Sources of Fecal Coliforms consist of nonpoint sources of fecal coliform bacteria generally involve accumulation of fecal coliform bacteria on land surfaces and wash off as a result of storm events and point sources of fecal coliform include discharge from municipal facilities. This is the only permitted domestic wastewater facilities in the drainage area, and is authorized to discharge to surface waters. The facility is required minimum to meet basic-level disinfection before discharge to the creek which is the class III fresh water standard.
- (iv) pH: The pH limits range of 7.02 s.u to 7.90 s.u. for January 2010 through May 2015. The current permit requires the discharge to meet limits for pH 6.0 to 8.5 s.u. Those limit were established in accordance with 62-302 F.A.C. The limits shall be remained in the new permit. The monitoring frequency is established pursuant to requirement of 62-601 Figure 2.
- (v) Total Ammonia and Unionized Ammonia:

1. General: The term ammonia refers to two chemical species of ammonia which are in equilibrium in water (NH₃, un-ionized and NH₄⁺, ionized). Tests for ammonia usually measure total ammonia (NH₃ plus NH₄⁺).
2. Unionized Ammonia: The toxicity to ammonia is primarily attributable to the un-ionized form (NH₃), as opposed to the ionized form (NH₄⁺). In general, more NH₃ and greater toxicity exists at higher pH. However, limited data also indicate that less NH₃ is needed at lower pH to produce its toxic effects. For the remainder of this discussion, NH₃ always refers to un-ionized ammonia.

The influence of pH and temperature on the ammonia toxicity provides a clear illustration of toxicity impact by intrinsic factor. Shifts in pH strongly influence ammonia speciation by modification the equilibrium (⇌) concentration of unionized ammonia (NH₃) and ionized ammonia (NH₄⁺).



To estimate value of unionized ammonia in various pH and temperature conditions at zero salinity, the above equation can be abbreviated as:



The ionization constant (K_a) is

$$K_a = \frac{[\text{H}^+][\text{NH}_3]}{[\text{NH}_4^+]}$$

$$-\log K_a = -\log \left\{ \frac{[\text{H}^+][\text{NH}_3]}{[\text{NH}_4^+]} \right\}$$

$$\text{p}K_a = -\log [\text{H}^+] - \log \frac{[\text{NH}_3]}{[\text{NH}_4^+]}$$

$$\text{p}K_a = \text{pH} - \log \frac{[\text{NH}_3]}{[\text{NH}_4^+]}$$

$$\text{pH} = \text{p}K_a - \log \frac{[\text{NH}_3]}{[\text{NH}_4^+]} \quad (\text{v.1})$$

Where:

pH = pH of the effluent, standard unit (s.u.)

[NH₃] = Concentration unionized ammonia; mg/L

[NH₄⁺] = Concentration ionized ammonia; mg/L

K_a = ionization constant which is depended to the temperature.

t = Temperature water, degree Celsius

T = Temperature water, degree Kelvin = t + 273.2

$$\text{p}K_a = -\log K_a = 0.09018 + \frac{2729.92}{T}$$

$$\text{pH} = 0.09018 + \frac{2729.92}{T} - \log \frac{[\text{NH}_3]}{[\text{NH}_4^+]} \quad (\text{v.2})$$

Equations (vii.1 and vii.2) are appropriate for estimating percent of total ammonia present as unionized ammonia within the temperature range of 0°C to 40°C, and pH range of 6.0 to 10.0 s.u.

$$\text{Percent of Unionized ammonia} = \frac{100}{[10^{(\text{p}K_a - \text{pH})} + 1]}$$

$$\text{Unionized ammonia (as NH}_3) = \frac{100}{[10^{(\text{p}K_a - \text{pH})} + 1]} (\text{Total ammonia})$$

$$\text{Unionized ammonia (as N)} = \frac{100}{[10^{(\text{p}K_a - \text{pH})} + 1]} (\text{Total ammonia}) \left(\frac{17}{14}\right) \quad (\text{v.3})$$

For a given pH and temperature, the percent of NH₃ can be determined (v.3). Percent NH₃ increases with temperature and pH.

The unionized ammonia limit of 0.02 mg/L for single maximum is established pursuant to Rule 62-302.530(3), FAC. Historically (January 2010 through May 2015), the unionized ammonia of the effluent has been low. The monthly single sample concentrations of unionized ammonia in the effluent is in range of 0.0003079 mg/L to 0.02 mg/L, with the average, mode and median of 0.001 mg/L, 0.0009 mg/L, and 0.00007 mg/L, respectively. The monitoring frequency and current limits for unionized ammonia are recommended to be retained in the new permit.

(vi) Dissolved Oxygen: Stream health is directly related to dissolved oxygen (DO) level which is an important water quality parameter that influences the living conditions of all aquatic organisms that require oxygen. Sources of dissolved oxygen in the waterbody include reaeration from the atmosphere, photosynthesis by aquatic plants, dissolved oxygen in the effluent and/or in coming tributaries. In the waterbody, dissolved oxygen is consumed due to oxidation of carbonaceous waste, oxidation of nitrogenous waste (nitrification), demand by sediments, and the respiration of aquatic plants. Dissolved oxygen level in the stream is function of many factors. .

For Class III, Fresh Water - Due to the new DO criterion, limitations for the effluent (including CBOD₅, TKN, DO, etc.) shall be maintained such that DO levels of ambient water shall be as follows:

- The new DO requirement indicated in Chapter 62-302.533, FAC, states that at least 90 percent of the daily average percent dissolved oxygen (DO) saturation values shall not be below the 38 percent.
- Define the worst case scenario: Because the saturation concentration of DO in water is negatively related to both water temperature and salinity/conductance, the most protective permit limits (expressed as DO concentration in mg/L) could be derived using the lowest temperature and specific conductance observed in the monitoring data summarized in the above tables. There is available data from STORET (21FLA 20032059 and 21FLA 20030732) for Deep Creek, where the lowest temperature was 10.8 °C and specific conductance near 0.0 μmho/cm. This will then be used to calculate the daily and monthly average effluent permit limits such that at all times throughout the year (winter to summer) the facility will meet the intent of the DO rule criteria for marine waters (62-302.533(1)(a) FAC).

- Define Minimum DO Concentrations: By calculating the DO saturation concentration at 10.8 °C, 0.0 µmho/cm, and 1 atmospheric pressure in accordance with the methodology specified in Rule 62-303.320(11) using the Departments' DO saturation calculator found at http://www.dep.state.fl.us/water/wqssp/docs/do_saturation_calculator.xlsm, results in a saturation concentration of 11.08 mg/L.

Therefore, a daily limit is calculated as:

$$11.08 \text{ mg/L} \times 38\% = 4.21 \text{ mg/L}$$

Because the discharge has consistently met the proposed new permit DO limit of 4.21 mg/L (effluent minimum single sample reported in last five years was 6.09 mg/L) which has been shown to be protective of the receiving water given the discharge's BOD₅ levels. The lowest minimum weekly average reported by the facility was 6.76 mg/L.

The current minimum 5.0 mg/L DO limit will be retained.

(vii) Numeric Interpretations of Narrative Nutrient Criteria:

The narrative water quality criterion for nutrients is numerically interpreted for both nutrients and nutrient response variables in a hierarchical manner as the nutrient Total Maximum Daily Loads (TMDLs) adopted under Chapter 62-304, F.A.C. The TMDL for nutrient is discussed in the item (viii) below.

(viii) TMDL for Total Nitrogen and BMAP Discussion:

Nutrients are listed as a parameter of concern for the segment of waterbody. Excessive nutrients (especially, total nitrogen in fresh water) constitute one of the most severe water quality problems facing the State. Therefore, the Department's policy is to limit or at least minimize of the introduction of man-induced nutrients (total nitrogen and total phosphorus) into waters of the State; particular consideration shall be given to the protection from further nutrient enrichment. For the above reason, the permittee is required to evaluate the wastewater treatment facility and optimize the process control of the facility or upgrade the WWTF if necessary for reduction of nutrients

The final treated effluent from the WWTF is discharged (D-001) to an on-site, unnamed ditch flowing east to Cracker Branch, to Deep Creek, then to the Lower St. Johns River basin (Group II Basin).

The Total Maximum Daily Load (TMDL) for Total Nitrogen and Phosphorus in the Lower St. Johns River (LSJR) was adopted by the Department on June 3, 2008. The LSJR BMAP was developed as part of the TMDL Program, authorized under the Florida Watershed Restoration Act (Chapter 403.067, Florida Statutes), and adopted on October 10, 2008. The TMDLs establish the allowable loadings of nutrients of the LSJR that would restore the river so that it meets its applicable water quality criteria for nutrients and dissolved oxygen (DO). Pursuant to the requirement of Condition I.B.9 permit FL0043419, the permit incorporates the nutrient TMDL for the Lower St. Johns River. Mass loading limits for total nitrogen and total phosphorus are added to the permit based on the LSJR BMAP. This permit includes specific conditions to implement a combined TN and TP wasteload allocation for the above listed domestic wastewater treatment facilities in accordance with the Lower St. Johns River Basin Management Action

Plan (BMAP) adopted on October 10, 2008. The LSJR BMAP has been developed as part of the Department’s Total Maximum Daily Load (TMDL) Program, as authorized under the Florida Watershed Restoration Act (Chapter 403.067, Florida Statutes). The TMDL for the LSJR was adopted by the Department on June 3, 2008.

No load requirement was assigned to the treatment facility (WWTF), due to the fact that the facility is located above the head of tide of the LSJR.

Current Mass Loading for total nitrogen and total phosphorus:

In accordance with section 3.4.2 (page 37) of the LSJR BMAP; the facilities in the LSJR Basin as Plants Above head of Tide will not be allowed to increase their current loading, which is based on the facility’s permitted flow and the current nutrient limit.

The current permit has an average annual daily flow (AADF) permitted capacity of 0.120 million gallons per day (MGD). Also by using the historical Discharge Monitoring Report (DMR) data for the past five years (January 2010 to September 2014), the following table was created to get the average concentration for TP and TN.

Table 3: Flow and Concentrations of TN/TP (Jan. 2010 through May 2015) – Basis for Hastings

	Flow -Monthly Average (MGD)	Total Phosphorus (mg/L)	Total Nitrogen (mg/L)
Average	0.08424	0.5739	2.187
Mode	0.06	0.46	3.1
Median	0.076	0.46	2.3
Minimum	0.053	0.055	0.095
Maximum	1.133	3.1	4.6
Standard Deviation	0.02884	0.524	1.121
95 th percentile	0.1146	1.135	3.99

Although if you use the 95th percentile for flows and for TN and TP concentrations, the TP load would be higher than the permit limit. But if you look at the reported flow, TN and TP load over the last 5 years, the facility has a rolling average of 154 lb/year for TP and 511 lb/year for TN. The facility has consistently met the mass load limitations.

In addition, the Total Maximum Daily Loads (TMDL) program (an on-going study by the Florida Department Environmental of Protection) may be developed for this facility. The permit contains a “Reopener Clause” (Section VIII. 10 &11) to reopen the permit to adjust effluent limitations or monitoring requirements if future Water Quality Based Effluent Limitation determinations, water quality studies, DEP approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement.

- c. Iron, lead, cadmium, copper, mercury and silver are listed to impairments. However, the facility receives domestic wastewater with no industrial category customers. The effluent samples that was taken at the facility on January 13, 2014 showed that all the compounds were either undetectable or comply with the Class III Fresh Water standards (except mercury was not sampled). There is no evidence to show that the discharge

has contributed or will enrich the mercury levels of the segment of the creek; therefore, monitoring of this minor facility for mercury is not recommended. Mercury is listed for impairment due to fish, however, the facility receives 100% domestic wastewater. There is no evidence to show that the discharge has contributed or will enrich the Mercury levels of the segment of the creek; therefore, routine monitoring for the parameter is not recommended, but one sample will be required in the permit renewal.

ii. In Conclusion:

The review included discharge monitoring reports, EPA 303(d) report, FDEP 303 (d) and the Department’s compliance sampling inspection reports. Considering the above, reasonable assurance of compliance has been provided with the effluent limits and applicable surface water quality standards for each parameter of concern (based upon rules referenced in the tables above).

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
BOD, Carbonaceous 5-day, 20°C (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FL0042315 – 008 – DW2P expires on December 1, 2015.

5. BIOSOLIDS MANAGEMENT

In the past the facility land applied the biosolids. In recent years, the facility has been using the drying beds to dewater and haul the biosolids to a permitted Class I landfill. The method of biosolids use or disposal by this facility is land application or disposal in a Class I solid waste landfill. The annual analysis is not required.

6. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

7. PERMIT SCHEDULES

A schedule is not included in the wastewater permit.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Draft Permit and Public Notice to Applicant and EPA February 28, 2018

Public Comment Period	Beginning: February 28, 2018 Ending: August 30, 2010
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Proposed Permit to EPA	February 28, 2018
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Notice of Intent to Issue	August 31, 2015
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Publication of Intent	September 11, 2015
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Notice of Permit Issuance	September 28, 2015
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13. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Jeff Martin, P.E.
Professional Engineer III
FDEP Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256
Telephone: (904) 256-1700

14. PROCEDURES FOR THE FORMULATION OF FINAL DECISION ON PERMIT ISSUANCE

a. Public Comment Period

The Department of Environmental Protection proposes to issue a wastewater facility permit to this applicant subject to the aforementioned reclaimed water or effluent limitations and conditions. This decision is tentative and open to comment from the public.

Interested persons are invited to submit written comments regarding permit issuance on the draft permit limitations and conditions to the following address:

Department of Environmental Protection, Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256
Attn: Jeff Martin, P.E.

All comments received within 30 days following the date of public notice, pursuant to Rule 62-620.550, F.A.C., will be considered in the formulation of the final decision with regard to permit issuance.

Any interested person may submit written comments on the Department's proposed permitting decision or may submit a written request for a public meeting to the address specified above, in accordance with Rule 62-620.555, F.A.C. The comments or request for a public meeting must contain the information set forth below and must be received in the above named District office of the Department within 30 days of receipt or publication of the public notice. Failure to submit comments or request a public meeting within this time period will constitute a waiver of any right such person may have to submit comments or request a public meeting under Rule 62-620.555, F.A.C.

The comments or request for a public meeting shall contain the following information:

- 1) The commenter's name, address and telephone number, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;
- 2) A statement of how and when notice of the draft permit was received;
- 3) A description of any changes the commenter proposes for the draft permit;
- 4) A full explanation of the factual and legal reasons for each proposed change to the draft permit; and

A request that a public meeting be scheduled (if applicable) including a statement of the nature of the issues proposed to be raised at the meeting.

b. Public Meeting

The Department will hold a public meeting if there is a significant degree of public interest in the draft permit or if it determines that useful information and data may be obtained thereby. Public notice of such a meeting shall be published by the applicant at least 30 days prior to the meeting.

If a public meeting is scheduled the public comment period is extended until the close of the public meeting. If a public meeting is held any person may submit oral or written statements and data at the meeting on the Department's proposed action.

c. Issuance of the Permit

The Department will make its decision regarding permit issuance after consideration of all written comments, including comments from the United States Environmental Protection Agency on surface water discharge aspects of the draft or a proposed permit; the requirements of Chapter 403, F.S. and appropriate rules; and, if a public meeting is held, after consideration of all comments, statements and data presented at the public meeting. The Department will respond to all significant comments in

writing. The Department's response to significant comments will be included in the administrative record of the permit and will be available for public inspection at the above named District office of the Department.

Unless a request for an administrative hearing, or an extension of time to file a petition for an administrative hearing, as indicated in d. below, is granted, the Department will take final agency action by issuing the permit or denying the permit application. If an administrative hearing is convened, final agency action will be based on the outcome of the hearing.

d. Administrative Hearing

A person whose substantial interests are affected by the Department's proposed permitting decision has the opportunity to petition for an administrative proceeding (hearing) to challenge the Department's decision in accordance with Section 120.57, F.S.

An administrative hearing is an evidentiary proceeding in which evidence is presented by testimony and exhibits before an independent hearing officer. The result of an administrative hearing is the issuance of the hearing officer's recommended order to the Department, including the hearing officer's findings of fact, based on the evidence presented at the hearing. The Department will issue a final order, granting or denying the permit, based on the hearing officer's recommended order.

The petition for an administrative hearing must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, within 14 days of publication of notice of agency action or within 14 days of personal receipt of notice of agency action, whichever occurs first. The petitioner is to mail a copy of the petition to the applicant at the time of filing. Failure to file a petition within this time period will constitute a waiver of any right such person may have to request an administrative determination (hearing) under section 120.57, F.S. The petition is to contain the following information:

- 1) The name, address and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;
- 2) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- 3) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
- 4) A statement of the material facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- 5) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and
- 6) A statement of the relief sought by the petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in the notice of agency action. Persons whose substantial interests will be affected by any decision of the Department on the application have the right to petition to become a party to the proceeding, regardless of their agreement or disagreement with the Department's proposed action indicated in the notice of agency action.

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: St. Johns County Utilities Department
 MAILING ADDRESS: 1205 State Road 16
 St. Augustine, Florida 32084

PERMIT NUMBER: FL0042315 – 010 – DW2P

FACILITY: Hastings WWTF
 LOCATION: 819 North Main Street
 Hastings, FL 32145

LIMIT: Final
 CLASS SIZE: MI
 MONITORING GROUP NUMBER: D-001
 MONITORING GROUP DESCRIPTION: HASTINGS WWTF, with Influent

REPORT FREQUENCY: **Monthly**
 PROGRAM: Domestic

COUNTY: St. Johns
 OFFICE: Northeast District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 Y Mon. Site No. EFD-2	Permit Requirement		0.120 (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. EFD-2	Permit Requirement	Report (Qtr.Avg.)	Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement										
PARM Code 00180 P Mon. Site No. CAL-1	Permit Requirement					Report (Mo.Avg.)	percent			Monthly	Calculated
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFD-2	Permit Requirement					5.0 (An.Avg.)	mg/L			Bi-weekly; every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 1 Mon. Site No. EFD-2	Permit Requirement				10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
CBOD, % Removal, 5-day	Sample Measurement										
PARM Code 80091 K Mon. Site No. CAL-1	Permit Requirement				85 (Min.Mo.Avg.)			percent		Bi-weekly; every 2 weeks	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PRINT NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE

COMMENTS OR EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Hastings WWTF

MONITORING GROUP NUMBER: D-001

PERMIT NUMBER: FL0042315 – 010 – DW2P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 Y Mon. Site No. EFD-2	Permit Requirement				20.0 (An.Avg.)		mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 1 Mon. Site No. EFD-2	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended, % Removal	Sample Measurement									
PARM Code 81011 K Mon. Site No. CAL-1	Permit Requirement			85 (Min.Mo.Avg.)			percent		Bi-weekly; every 2 weeks	Calculated
Coliform, Fecal	Sample Measurement									
PARM Code 74055 Y Mon. Site No. EFD-2	Permit Requirement				200 (An.Avg.)		#/100mL		Bi-weekly; every 2 weeks	Grab
Coliform, Fecal	Sample Measurement									
PARM Code 74055 1 Mon. Site No. EFD-2	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Bi-weekly; every 2 weeks	Grab
pH	Sample Measurement									
PARM Code 00400 1 Mon. Site No. EFD-2	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Chlorine, Total Residual (For Dechlorination)	Sample Measurement									
PARM Code 50060 1 Mon. Site No. EFD-2	Permit Requirement					0.01 (Max.)	mg/L		Bi-weekly; every 2 weeks	Grab
Oxygen, Dissolved (DO)	Sample Measurement									
PARM Code 00300 1 Mon. Site No. EFD-2	Permit Requirement			5.0 (Wk.Avg.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement									
PARM Code 00600 Y Mon. Site No. EFD-2	Permit Requirement				4.5 (An.Avg.)		mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Hastings WWTF

MONITORING GROUP NUMBER: D-001

PERMIT NUMBER: FL0042315 – 010 – DW2P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Total	Sample Measurement									
PARM Code 00600 1 Mon. Site No. EFD-2	Permit Requirement			9.0 (Max.)	6.75 (Max.Wk.Avg.)	5.63 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Nitrogen, Total	Sample Measurement									
PARM Code 00600 P Mon. Site No. CAL-1	Permit Requirement	1640.4 (An.Avg.)	lb/yr						Monthly	Calculated
Nitrogen, Total	Sample Measurement									
PARM Code 00600 Q Mon. Site No. CAL-1	Permit Requirement	Report (Mo.Total)	lb/mth						Monthly	Calculated
Nitrogen, Ammonia, Total (as N)	Sample Measurement									
PARM Code 00610 1 Mon. Site No. EFD-2	Permit Requirement					2.0 (Mo.Avg.)	mg/L		Bi-weekly; every 2 weeks	Grab
Temperature (C), Water	Sample Measurement									
PARM Code 00010 1 Mon. Site No. EFD-2	Permit Requirement					Report (Max.)	Deg C		Bi-weekly; every 2 weeks	Meter
Nitrogen, Ammonia, Total unionized (as N)	Sample Measurement									
PARM Code 00612 1 Mon. Site No. EFD-2	Permit Requirement					0.02 (Max.)	mg/L		Bi-weekly; every 2 weeks	Calculated
Nitrite plus Nitrate, Total 1 det. (as N)	Sample Measurement									
PARM Code 00630 1 Mon. Site No. EFD-2	Permit Requirement					Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Nitrogen, Kjeldahl, Total (as N)	Sample Measurement									
PARM Code 00625 1 Mon. Site No. EFD-2	Permit Requirement					Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement									
PARM Code 00665 1 Mon. Site No. EFD-2	Permit Requirement					Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Phosphorus, Total (as P)	Sample Measurement									
PARM Code 00665 Y Mon. Site No. CAL-1	Permit Requirement	527.4 (An.Avg.)	lb/yr						Monthly	Calculated

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Hastings WWTF

MONITORING GROUP NUMBER: D-001

PERMIT NUMBER: FL0042315 – 010 – DW2P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Phosphorus, Total (as P)	Sample Measurement							
PARM Code 00665 P Mon. Site No. CAL-1	Permit Requirement	Report (Max.)	lb/mth				Monthly	Calculated
LC50 STATRE 96HOUR ACUTE <i>Ceriodaphnia dubia</i> (Routine)	Sample Measurement							
PARM Code TAN3B P Mon. Site No. EFD-2	Permit Requirement			100 (Min.)	percent		Annually	Grab
LC50 STATRE 96HOUR ACUTE <i>Ceriodaphnia dubia</i> (Additional)	Sample Measurement							
PARM Code TAN3B Q Mon. Site No. EFD-2	Permit Requirement			100 (Min.)	percent		As needed	Grab
LC50 STATRE 96HOUR ACUTE <i>Ceriodaphnia dubia</i> (Additional)	Sample Measurement							
PARM Code TAN3B R Mon. Site No. EFD-2	Permit Requirement			100 (Min.)	percent		As needed	Grab
LC50 STATRE 96HOUR ACUTE <i>Cyprinella leedsi</i> (Routine)	Sample Measurement							
PARM Code TAN6H P Mon. Site No. EFD-2	Permit Requirement			100 (Min.)	percent		Annually	Grab
LC50 STATRE 96HOUR ACUTE <i>Cyprinella leedsi</i> (Additional)	Sample Measurement							
PARM Code TAN6H Q Mon. Site No. EFD-2	Permit Requirement			100 (Min.)	percent		As needed	Grab
LC50 STATRE 96HOUR ACUTE <i>Cyprinella leedsi</i> (Additional)	Sample Measurement							
PARM Code TAN6H R Mon. Site No. EFD-2	Permit Requirement			100 (Min.)	percent		As needed	Grab
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement							
PARM Code 80082 G Mon. Site No. INF-1	Permit Requirement			Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement							
PARM Code 00530 G Mon. Site No. INF-1	Permit Requirement			Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Mercury, Total Recoverable	Sample Measurement							
PARM Code 71901 1 Mon Site EFD-2	Permit Requirement			0.025 * (Max.)	ug/L		Once in 4 th year of permit	Grab

*One sample for total recoverable mercury shall be taken in the fourth year of the permit, at least **11 months prior to the permit expiration date. See permit specific condition I.A.11.**

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: St. Johns County Utilities Department
 MAILING ADDRESS: 1205 State Road 16
 St. Augustine, Florida 32084

PERMIT NUMBER: FL0042315 – 010 – DW2P

FACILITY: Hastings WWTF
 LOCATION: 819 North Main Street
 Hastings, FL 32145

LIMIT: Final
 CLASS SIZE: MI
 MONITORING GROUP NUMBER: D-001
 MONITORING GROUP DESCRIPTION: HASTINGS WWTF

REPORT FREQUENCY: Quarterly
 PROGRAM: Domestic

COUNTY: St. Johns
 OFFICE: Northeast District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Organic, Total (as N)	Sample Measurement										
PARM Code 00605 1 Mon. Site No. EFD-2	Permit Requirement					Report (Max.)	mg/L		Quarterly	8-hr FPC	
Phosphate, Ortho (as P)	Sample Measurement										
PARM Code 70507 1 Mon. Site No. EFD-2	Permit Requirement					Report (Max.)	mg/L		Quarterly	Grab	

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PRINT NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE

COMMENTS OR EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: St. Johns County Utilities Department
 MAILING ADDRESS: 1205 State Road 16
 St. Augustine, Florida 32084

PERMIT NUMBER: FL0042315 – 010 – DW2P

FACILITY: Hastings WWTF
 LOCATION: 819 North Main Street
 Hastings, FL 32145

LIMIT: Final
 CLASS SIZE: MI
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: **Monthly**
 PROGRAM: Domestic

COUNTY: St. Johns
 OFFICE: Northeast District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Generated)	Sample Measurement							
PARM Code B0001 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-3	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-4	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PRINT NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE

COMMENTS OR EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FL0042315 – 010 – DW2P
From: _____ To: _____

Facility: Hastings WWTF

	Chlorine, Total Residual (For Disinfection) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Dechlorination) mg/L	Coliform, Fecal #/100mL	Flow MGD	Nitrite plus Nitrate, Total 1 det. (as N) mg/L	Nitrogen, Ammonia, Total (as N) mg/L	Nitrogen, Kjeldahl, Total (as N) mg/L	Nitrogen, Total mg/L	Oxygen, Dissolved (DO) mg/L	Phosphorus, Total (as P) mg/L
Code	50060	80082	50060	74055	50050	00630	00610	00625	00600	00300	00665
Mon. Site	EFA-1	EFD-2	EFD-2	EFD-2	EFD-2	EFD-2	EFD-2	EFD-2	EFD-2	EFD-2	EFD-2
1											
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27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0042315 – 010 – DW2P Facility: Hastings WWTF
 Monitoring Period From: _____ To: _____

	Solids, Total Suspended mg/L	Temperature (C), Water Deg C	pH s.u.	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L						
Code	00530	00010	00400	80082	00530						
Mon. Site	EFD-2	EFD-2	EFD-2	INF-1	INF-1						
1											
2											
3											
4											
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29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____
 Evening Shift Operator Class: _____ Certificate No: _____ Name: _____
 Night Shift Operator Class: _____ Certificate No: _____ Name: _____
 Lead Operator Class: _____ Certificate No: _____ Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shut down so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g. <0.001 . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

813 -
997
1527

**OPERATION & MAINTENANCE MANUAL
(VOLUME 1)**

FOR THE

**TOWN OF HASTINGS WASTEWATER
TREATMENT PLANT**

April 2003

Prepared by:

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
Orange Park, Florida
Project No. 9510-10-1

TABLE OF CONTENTS

I.	<u>INTRODUCTION</u>	1
A.	PURPOSE OF MANUAL	1
B.	ORGANIZATION OF MANUAL	1
C.	OPERATOR AND MANAGEMENT RESPONSIBILITIES	3
1.	Operator Responsibilities	3
2.	Management Responsibilities	4
D.	CONTRACT DRAWINGS	5
E.	FDEP DOMESTIC WASTEWATER FACILITY PERMIT	5
F.	FDEP RULES	5
II.	<u>OPERATION AND CONTROL OF TREATMENT FACILITIES</u>	6
A.	OVERVIEW	6
B.	STATIC SCREEN	7
1.	Unit Description	7
2.	Design Criteria	7
3.	Normal Operation	8
4.	Emergency or Bypass Operation	8
5.	Troubleshooting Guide	8
C.	SURGE TANK AND SURGE PUMPS	10
1.	Unit Description	10
2.	Design Criteria	10
3.	Normal Operation	10
4.	Emergency Bypass Operation	12
5.	Troubleshooting Guide	12
D.	BIOLOGICAL TREATMENT UNIT (BTU)	14
1.	Unit Description	14
2.	Design Criteria	14
3.	Normal Operation	15
E.	SECONDARY CLARIFIERS	17
1.	Unit Description	17
2.	Design Criteria	18
3.	Normal Operation	19
4.	Emergency or Bypass Operation	19
F.	FILTER	20
1.	Unit Description	20

2.	Design Criteria	20
3.	Normal Operation	20
4.	Emergency or Bypass Operation	21
G.	SODIUM HYPOCHLORITE SYSTEM	21
1.	Unit Description	21
H.	SODIUM BISULFITE SYSTEM	22
1.	Unit Description	22
I.	ALUM SYSTEM	24
1.	Unit Description	24
J.	POLISHING POND	24
1.	Unit Description	24
K.	AEROBIC DIGESTION	24
1.	Unit Description	24
2.	Design Criteria	25
3.	Normal Operation	26
4.	Emergency or Bypass Operation	28
5.	Troubleshooting Guide	28
L.	SLUDGE DEWATERING	30
1.	Unit Description	30
2.	Design Criteria	30
3.	Normal Operation	30
4.	Emergency or Bypass Operation	32
5.	Troubleshooting Guide	33
M.	IN-PLANT PUMPING STATION	35
1.	Unit Description	35
2.	Design Criteria	35
3.	Normal Operation	35
4.	Emergency or Bypass Operation	35
N.	REUSE PUMPING STATION	36
1.	Unit Description	36
2.	Design Criteria	36
3.	Normal Operation	36
4.	Emergency or Bypass Operation	36
III.	<u>LABORATORY SAMPLING AND TESTING</u>	36
A.	LABORATORY CONTROL TESTS	36
B.	TYPES OF TESTING	37

1.	Carbonaceous Biochemical Oxygen Demand	37
2.	Suspended Solids	37
3.	Settlement Tests	37
4.	Total Kjeldahl Nitrogen	37
5.	Total Organic Nitrogen	37
6.	Total Nitrogen	37
7.	Total Ammonia	38
8.	Unionized Ammonia	38
9.	NO ₂ + NO ₃ Nitrogen	38
10.	Total Phosphorus	38
11.	Orthophosphorus	38
12.	Temperature	38
13.	Alkalinity	38
14.	pH	38
15.	Total Chlorine Residual	38
16.	Dissolved Oxygen	39
17.	Fecal Coliform	39
18.	Microscopic Examination	39
C.	OPERATION AND CONTROL OF WWTP	41
1.	Free Swimming Ciliates	41
2.	Stalked Ciliates	41
D.	EVALUATION OF MICROSCOPIC EXAMINATION	41
IV.	<u>MAINTENANCE</u>	42
A.	GENERAL	42
B.	EQUIPMENT RECORD SYSTEM	42
C.	MAINTENANCE PROCEDURES AND SCHEDULES	42
D.	STOREROOM AND INVENTORY SYSTEM	43
E.	PURCHASE ORDERS	44
F.	CONSUMABLE SUPPLIES	44
G.	REPLACEMENT PARTS	46
H.	MAINTENANCE TOOLS AND EQUIPMENT	47
V.	<u>SAFETY</u>	47
A.	GENERAL	47
B.	SAFETY PROGRAM	48
C.	SAFETY EQUIPMENT	48

D.	SAFETY PRACTICES	49
1.	Sewer Hazards	49
2.	Electrical Hazards	50
3.	Mechanical Equipment Hazards	52
4.	Explosive and Fire Hazards	53
5.	Health Hazards	56
6.	Oxygen Deficiency and Noxious Gas Hazards	57
7.	Laboratory Hazards	59
E.	SAFETY REFERENCES	62

APPENDICES

Appendix A1	DEP Phase II WWTP Improvements Drawings
Appendix A2	RD Wastewater Treatment Plant Improvements Drawings
Appendix B	FDEP Domestic Wastewater Facility Permit
Appendix C	FDEP Rules
Appendix D	Journal WPCF, Volume 57, Number 8, 859

I. INTRODUCTION

- A. PURPOSE OF MANUAL:** This manual was written to assist the Hastings Wastewater Treatment Plant (WWTP) Operator in the proper operation and maintenance of the plant. It is assumed that the operator has previous training and experience in plant operation, understands the microbiology and chemistry of the activated sludge treatment process and possesses the basic skills of laboratory and mechanic work. The operator with these skills, proper equipment and this manual should be able to operate the plant satisfactorily.

This manual is the primary reference source for matters relating to plant administration, record keeping, maintenance, safety, and general day-to-day operating procedures. It should be considered supplementary to the specific and detailed operating, maintenance and repair procedures furnished with each major item of equipment. Manufacturers' guides on specific items of equipment together with this manual should give treatment plant personnel a proper understanding of the techniques, procedures, and references necessary to effectively operate and maintain the wastewater facilities.

The operator should familiarize himself with the equipment manufacturers' manuals before operating, or attempting any maintenance on the equipment. All functions of this plant were designed with the load capability of the specified equipment, therefore, careful following of the manufacturers' instructions will help provide long life and trouble-free operation.

B. ORGANIZATION OF MANUAL

Volume 1 of this manual describes the equipment and processes involved in the wastewater treatment plant, as well as formulae, safety, laboratory procedures, trouble shooting and other aspects of the plant operation to make the plant's operation and maintenance understandable and manageable for operating personnel.

Volume 2 contains manufacturer's literature, instructions, maintenance, adjustment information and details concerning specific items of equipment. Volume 2 consists of the following individual manuals located at the wastewater facility:

Equipment	Manufacturer
Static Screen	Vulcan Industries
Surge Tank Aerator	EPI
Surge Pumps	Hydromatic Pumps
Aeration Blowers	Lamson
Pre-Anoxic Mixers	Philadelphia Mixers
Nitrification Tank Diffusers	AERO-MOD
Post Anoxic Mixing Pump	AERO-MOD/ABS Pumps
Coarse Bubble Diffusers (Reaeration Tanks)	Sanitaire
Secondary Clarifiers	Eimco
RAS/MLSS Recycle Pumps	Gorman-Rupp Company
RAS/MLSS Recycle Pumps Control Panel	Sun State Systems, Inc.
Filter	U.S. Filter/Kruger Products
Hypochlorite Pumps	Neptune
Sodium Bisulfite Pumps	Neptune
Alum Pumps	Neptune
Fine Bubble Diffusers	Sanitaire
In-Plant P.S. Pumps	Gorman-Rupp Company
In-Plant P.S. Pumps Control Panel	Sun State Systems, Inc.
Reuse Pumps	Goulds Pumps
Reuse Pumps Control Panel	Sun State Systems, Inc.
Telescoping Valves	Halliday Products
Aerator-New Digester	Waterlink
Sludge Drying Beds	Gravity Flow Systems, Inc.
Sludge Pump	Robbins & Myers
Standby Generator	Onan

Automatic Transfer Switch	Onan
Magnetic Flow Meters	McCrometer
Circular Chart Recorder	Honeywell
Telephone Dialer	Antz, Inc.

The operator, while using this equipment information, may desire more extensive information on the equipment items or other products of the same manufacturer. Operators are encouraged to correspond with the manufacturers represented and to obtain catalogs and engineering data available from these companies to supplement the O&M Manual and to establish a useful technical library with respect to the wastewater treatment plant equipment.

Volumes 1 and 2 are intended to provide a ready reference concerning the plant and its operation. Maintenance schedules should be established using the manual as a guide. It can also be used as a basis for training new operators. It is emphasized, however, that the operators should become familiar with this manual before trouble arises. Hands-on experience with this manual will make it a valuable aid in times of trouble.

The operational staff is encouraged to develop task lists concerning the plant to supplement the manual for the guidance of present and future operators. We sincerely hope that this manual will be a valued and familiar friend to all of the plant operators of the Hastings Wastewater Treatment Plant.

C. OPERATOR AND MANAGEMENT RESPONSIBILITIES

1. Operator Responsibilities: It is the responsibility of each operational personnel to operate the wastewater facilities at maximum efficiency by:
 - a. Having the knowledge of the operation of each treatment and pumping unit and the means of evaluating each unit's performance.
 - b. Varying the operation of the units to accommodate fluctuations in flow and loading to prevent an "upset" of the treatment process, thus maintaining maximum efficiency at all times.

- c. Engaging in all the required safety practices as they pertain to the operation and maintenance of the facilities' equipment.
- d. Keeping the Town of Hastings informed of the need for non-recurring maintenance or facilities expansion due to overloaded treatment units.
- e. Maintaining good housekeeping practices to keep the treatment facilities and other wastewater facilities in a neat, clean and orderly condition.
- f. Keeping good control records of all phases of operation and maintenance.
- g. Being responsible for the budget accounts and the wise use of money for the facilities.
- h. Keeping all facilities personnel informed of training sessions, educational opportunities, or new and maintenance practices available to them.
- i. Consulting journals and periodicals on wastewater treatment and practice to become informed of new treatment practices.

2. Management Responsibilities: It is the responsibility of the Town of Hastings to hire the operating personnel and to provide them with the financial means and overall direction to operate and maintain the wastewater facilities in a satisfactory and efficient manner. These responsibilities include the following:

- a. Provide adequate financial support for operating and maintaining the facilities.
- b. Maintain adequate staffing by preparing job descriptions and hiring personnel for the authorized jobs.
- c. Provide good working conditions and incentives for employees.

- d. Establish operator training programs.
- e. Maintain good public relations.
- f. Prepare budgets and reports.
- g. Plan for future needs.
- h. Enforce sewer use ordinances and modify as necessary.

D. CONTRACT DRAWINGS

Appendix A1 consists of Drawings entitled DEP PHASE II WWTP IMPROVEMENTS FOR TOWN OF HASTINGS, FLORIDA prepared by Mittauer & Associates, Inc., December, 2001, and Appendix A2 consists of Drawings entitled RD WASTEWATER TREATMENT PLANT IMPROVEMENTS FOR TOWN OF HASTINGS, FLORIDA prepared by Mittauer & Associates, Inc., December, 1998.

E. FDEP DOMESTIC WASTEWATER FACILITY PERMIT

Included in Appendix B is the FDEP permit.

F. FDEP RULES

Enclosed in Appendix C are the following sections from the FDEP Rules pertaining to wastewater treatment plant design and operation. These documents are the current Florida Administration Code (FAC) regulations which were in effect in April, 2003.

62-600	Domestic Wastewater Facilities
62-601	Domestic Wastewater Treatment Plant Monitoring
62-602	Drinking Water and Domestic Wastewater Treatment Plant Operators
62-604	Collection Systems and Transmission Facilities
62-160	Quality Assurance
62-640	Domestic Wastewater Residuals
62-699	Treatment Plant Classification and Staffing

II. OPERATION AND CONTROL OF TREATMENT FACILITIES

A. OVERVIEW

The Hastings Wastewater Treatment Plant is designed for the following flows:

Annual Average Daily Flow	0.120 MGD
Maximum Daily Flow	0.360 MGD
Peak Hourly Flow	0.600 MGD

The plant consists of the following major components/processes:

Liquid Phase

- Static Screen
- Influent Equalization (Surge Tank)
- Biological Treatment Unit (BTU)
- Secondary Clarification
- Filtration
- Sodium Hypochlorite Disinfection
- Sodium Bisulfite Dechlorination
- Polishing Pond

Solids Phase

- Aerobic Digestion
- Sludge Drying Beds

Sheet 3 of Appendix A1 provides both a process flow schematic and hydraulic profile of the facility.

The required effluent limitations of the FDEP permit (Appendix B) are as follows:

Flow	0.120 MGD, annual average
CBOD ₅	5.0 mg/l, annual average
TSS	5.0 mg/l, annual average
Fecal Coliform	200/100 ml, annual mean

pH	6.0 to 8.5 standard units
Total Residual Chlorine	0.5 mg/l, minimum after disinfection 0.01 mg/l, after dechlorination, Note 1
Total Nitrogen (as N)	4.5 mg/l, annual average
Total Ammonia (as N)	2.0 mg/l, monthly average
Unionized Ammonia (as N)	0.02 mg/l, single sample
Dissolved Oxygen	5.0 mg/l, minimum

Note 1: Applies when discharging plant effluent directly into canal; does not apply when plant effluent is discharged to polishing pond.

B. STATIC SCREEN

1. Unit Description: This facility is equipped with one 6-foot long Vulcan Static Screen. Refer to Sheet No. 4, Appendix A2. The static screen removes large solids from the wastewater to prevent damage to more sensitive equipment hydraulically downstream. Solids removal as pretreatment can significantly reduce BOD₅ and suspended solids loadings. The fine screen utilizes wedge wire as the screen medium which minimizes clogging. Solids are collected at the bottom of the screen in the screenings trough where they are drained of excess water. The collected screenings are then pushed into a dumpster through an aluminum chute.
2. Design Criteria: Design criteria for the static screen is summarized in the following:

STATIC SCREEN DESIGN CRITERIA	
Type	wedge-wire static
Quantity	1
Dimensions	6'-0" L x 5'-0" W x 7'-0" H
Screen Opening Width	0.10 inch
Hydraulic Capacity	1,000 gpm

Quantity of Screenings	$15\text{ft}^3 \text{MG}^{-1} = 1.8 \text{ft}^3 \text{day}^{-1} = 90 \text{lb day}^{-1}$
Storage of Screenings	$96 \text{ft}^3 = 53 \text{days}$

3. Normal Operation: As screenings are collected in the screen trough, excess water is allowed to run off into the surge tank through 1/4" holes in the bottom plate of the trough. It is important that both the screen and the screenings trough be cleaned at the beginning and end of each shift. An excess accumulation of waste in the screenings trough can inhibit dewatering as well as create odor and insect problems. The screen should be rinsed of accumulated solids to ensure it remains hydraulically efficient.

4. Emergency or Bypass Operation: Both the static screen and surge tank can be completely bypassed by opening the 6-inch valve to the Biological Treatment Unit located north of the Operations Building and closing the 6-inch valve to the Surge Tank located northeast of the Operations Building.

5. Troubleshooting Guide: A troubleshooting guide for the static screen is presented in the following table:

TROUBLESHOOTING GUIDE FOR STATIC SCREEN OPERATING PROBLEMS

Indicators/Observations	Probable Cause	Check or Monitor	Solutions
1. Material buildup on screens or in screening trough.	1. Infrequent cleaning.	1. Cleaning schedule.	1. More frequent cleaning.
2. Grease blinding screens.	2. Clogged grease traps in the collection system.	2. Condition of grease traps in collection system.	2. Apply degreaser to screens and maintain grease traps more frequently.
3. Odors & insects.	3. Buildup of screenings in screen trough.	3. Amount of screenings in screen trough.	3. Clean screen trough more frequently. Add lime to screen trough dumpster on a regular basis.
4. Screenings not draining well.	4. Plugged screen trough holes.	4. Condition of screen trough.	4. Unplug holes.

C. SURGE TANK AND SURGE PUMPS

1. Unit Description: Refer to Sheets No. 4 and No. 5, Appendix A2. The Surge Tank is a 34 foot diameter x 14.75 ft SWD prestressed concrete tank. It is aerated with a 7.5 HP mechanical floating aerator equipped with a 96-pin timer. Effective volume of the Surge Tank is 86,600 gallons. Two 1.0 HP submersible pumps pump wastewater into a splitter box which results in an average flow of approximately 0.12 MGD going to the Biological Treatment Unit with excess flow being returned to the Surge Tank. An overflow capable of conveying 450 gpm to the Biological Treatment Unit is provided in the event that the Surge Tank overfills. In addition to dampening out flows to the Biological Treatment Unit, the Surge Tank provides grit removal for the wastewater.
2. Design Criteria: Design criteria for the Surge Tank and Surge Pumps is summarized in the following:

SURGE TANK AND SURGE PUMPS DESIGN CRITERIA	
Surge Tank Diameter	34 ft
Surge Tank SWD	2.00 to 14.75 ft
Surge Tank Effective Volume	86,600 gal
Surge Tank Floating Aerator	7.5 HP
Number of Surge Pumps	2
Type of Surge Pumps	Submersible
Capacity of Surge Pumps	50-185 gpm
Operating TDH of Surge Pumps	11-20 ft
Surge Pump HP	1.0 HP

3. Normal Operation: Under normal operation, the liquid level in the Surge Tank will increase when raw sewage flows to the WWTP are high and will decrease when flows to the plant are reduced. Ideally, the Surge Tank would allow a constant average daily flow of 0.12 MGD (83 gpm) to be discharged to the Biological Treatment Unit. However, due to the nature of the centrifugal surge pumps and the flow splitting structure, more flow will be

discharged to the Biological Treatment Unit (BTU) when the Surge Tank is at or near full as compared to when the Surge Tank is at or near empty. Liquid levels in the Surge Tank will normally be maintained between 2'-0" and 14'-9" from the bottom of the Surge Tank. The following table summarizes the pumping rate of the surge pumps and the splitting of the flow between the Biological Treatment Unit (BTU) and the Surge Tank (excess return).

FLOW SPLITTING AT VARIOUS SURGE TANK DEPTHS			
Depth (ft)	Surge Pump Flow (gpm)	Flow to BTU (gpm)	Return to Surge (gpm)
< 2.0	0	0	0
2.0	56	56	0
3.0	70	70	0
4.0	83	83	0
5.0	94	88	6
6.0	107	94	13
7.0	117	97	20
8.0	127	101	26
9.0	136	104	32
10.0	145	107	38
11.0	153	109	44
12.0	161	111	50
13.0	169	114	55
14.0	177	116	61
14.75	182	118	64
14.75	364*	167*	197*

* Both surge pumps operating with Surge Tank full.

The elevation of the 45° V-notch weir in the flow splitter has a 1.5" adjustment up or down. To increase the proportion of flow to the Biological Treatment Unit, lower the V-notch weir. To reduce the flow to the Biological Treatment Unit, raise the V-notch weir. Remember, a small adjustment in the weir height will have a significant effect on the flow the Biological Treatment Unit will receive. Also, if the weir is changed from the design 1.00 ft height above the splitter box bottom, the above flow splitting quantities are invalid.

Periodic aeration of the surge tank contents are necessary to keep the raw wastewater from going septic. The floating mechanical aerator is more than adequate for this purpose. The 96-pin timer should initially be set by the operator to provide 15 minutes of aeration per hour. Increased or decreased aeration during various times of the day or night may be necessary based on operational experience. The aerator is set to be locked out when the surge tank liquid level is at its minimum level to avoid damage to the aerator and resuspension of the settled grit. Avoid starting of aerator more than once per hour.

Over time, grit from the raw wastewater will settle to the bottom of the surge tank. Once this grit accumulates to an average depth of 1.0 ft, the Town should make provisions to have the accumulated grit removed and disposed of. It is estimated that grit removal will be necessary every two to three years.

4. Emergency Bypass Operation: In the event that the Surge Tank overfills, there is a bypass capable of conveying 450 gpm to the Biological Treatment Unit. To take the Surge Tank out of service requires opening of one valve and closing of another as was described under preceding Paragraph B.4.
5. Troubleshooting Guide: A troubleshooting guide for the surge tank and related facilities is presented in the following:

TROUBLESHOOTING GUIDE FOR SURGE TANK OPERATING PROBLEMS

Indicators/Observations	Probable Cause	Check or Monitor	Solutions
1. Surge Tank full and overflowing.	1a. High influent flows. 1b. Surge pump(s) malfunction.	1a. Influent flows and effluent flow meter. 1b. Surge pumps, control panel, and floats.	1a. Lower splitter box V-notch weir to increase flows to Biological Treatment Unit. 1b. Manually check surge pump operation using H-O-A switch. Check electrical components of control panel. Check floats. Pull pump to check for clogging.
2. Severe odors from Surge Tank.	2. Insufficient aeration.	2. Mechanical surface aerator and control panel/timer.	2. Increase run time and run frequency of aerator. Check electrical components of control panel.
3. Surge pumps will not run.	3a. Float malfunction. 3b. Control panel malfunction. 3c. Pumps clogged.	3a. LWL float switch and liquid level in surge tank. 3b. Control panel components. 3c. Surge pumps	3a. Fix/adjust LWL float. 3b. Inspect control panel components. 3c. Pull pump(s) and remove clog.
4. Aerator will not run.	4a. LWL lockout. 4b. Timer not activated.	4a. LWL float and surge tank liquid level. 4b. Aerator timer.	4a. Repair float. 4b. Adjust timer.
5. Surge tank full of grit.	5. Excess grit accumulation.	5. Grit level in surge tank.	5. Remove grit from surge tank.

D. BIOLOGICAL TREATMENT UNIT (BTU)

1. Unit Description: The Biological Treatment Unit (BTU) is shown on Sheet No. 15 of Appendix A1. The BTU utilizes alternate anoxic and aerobic tankage to accomplish carbonaceous BOD removal, nitrification and denitrification. Screened wastewater (from the surge tank), return sludge, and recirculated mixed liquor are introduced into the Selector Tank. From there the flow splits and enters the North Pre Anoxic and South Pre Anoxic Tanks, each of which incorporates a 1.0 HP, submerged turbine mixer to maintain a uniform suspension of mixed liquor. The mixed liquor exits each Pre Anoxic Tank through openings in baffle walls and enters the North and South Nitrification Tanks which utilize diffused air. Mixed liquor flows from each Nitrification Tank into a single Post Anoxic Tank where a 5 HP, 900 gpm mixing pump/header/nozzle arrangement serves to keep the basin mixed. Flow leaving the Post Anoxic Tank again splits entering the North 1st Reaeration and South 1st Reaeration Tanks, both of which utilize diffused air. Mixed liquor exiting the 1st Reaeration Tanks enters the North 2nd Reaeration Tank and South 2nd Reaeration Tank, which are also aerated. Mixed liquor leaves both 2nd Reaeration Tanks through V-notch weirs and flows to the Secondary Clarifiers. Mixed liquor also exits the 2nd Reaeration Tanks and flows to the RAS/MLSS Pumping Station wetwell where it combines with the return activated sludge (swept from the bottom of the clarifiers) and is pumped to the Selector Tank.

The BTU also incorporates an aerobic digester which will be addressed in Section K of this Chapter.

2. Design Criteria: The design criteria for the Biological Treatment Unit is summarized below:

BIOLOGICAL TREATMENT UNIT DESIGN CRITERIA	
Aerated Volume	131,000 gallons
SVI, Maximum	150 ml/g
MLSS	3,000 mg/l
Q_R/Q_O	0.75 to 1.50

T, Minimum	15° C
Solids Residence Time	20 days
Sludge Production	0.75 lb/lb BOD ₅ removed 150 lb/day
Aeration Hydraulic Residence Time	26.2 hours
Oxygen Required	1.3 lb/lb BOD ₅ removed 4.6 lb/lb TKN Oxidized 438 lb/day total
Air Required	360 scfm
Total Anoxic Volume	45,735 gallons required 50,037 gallons provided
Pre Anoxic Volume	20,737 gallons
Pre Anoxic Residence Time	4.15 hours

3. Normal Operation: Influent wastewater is processed in four (4) sequential stages:

- 1) Pre Anoxic stage, non-aerated, in which influent wastewater is mixed with recirculated mixed liquor (from the 2nd Reaeration Tanks) and RAS (from the Secondary Clarifiers). This stage serves to denitrify the recirculated mixed liquor using the influent wastewater as a source of organic carbon. Some carbonaceous BOD removal also takes place.
- 2) Nitrification stage, aerated, in which biological oxidation of carbonaceous matter, organic nitrogen and ammonia nitrogen takes place.
- 3) Post Anoxic stage, non-aerated but mixed, in which the nitrates (formed in the previous Nitrification Stage) are denitrified, and the
- 4) 2nd Reaeration Tanks, aerated, in which final oxidation of carbonaceous and nitrogenous compounds occurs.

The tools available to the operator for control of the Biological Treatment Unit are the following:

- a. Control of MLSS concentration
- b. Control of dissolved oxygen levels
- c. Control of recirculated mixed liquor flow, and
- d. Control of the return activated sludge (RAS) flow

The design of the facility anticipated a MLSS concentration of 3,000 mg/l (at a maximum sludge volume index (SVI) of 150 ml/g) and a solids residence time of approximately 20 days. In lieu of operational experience revealing better operational performance, it is recommended that the target MLSS concentration be 3,000 mg/l.

Dissolved oxygen levels in the Nitrification and 2nd Reaeration Tanks should be maintained within the range of 1.0 to 2.0 mg/l. Dissolved oxygen levels in the anoxic zones should be very low, preferably less than 0.2 mg/l.

As for the mixed liquor recirculation flow, the design anticipated that it would be maintained at approximately three times the influent flow. While this is suggested as a guide, operational experience may suggest that another ratio provides “better treatment.”

Relative to RAS recirculation rates, there will be much flexibility. The next Section E suggests that operation with only one clarifier at a 0.12 MGD influent plant flow should be considered (in order to maintain scouring velocities in the RAS withdrawal pipe). The Section E example looks at a Q_R/Q_O (RAS flow to influent flow) ratio of 1.50.

Appendix D is a good reference article descriptive of clarifier operating diagrams. An example of the use of Figure 7, Clarifier Design and Operating Diagram, follows:

Conditions:

$$Q_O = 0.120 \text{ MGD}$$

$$Q_r = 1.5 Q_O = 0.180 \text{ MGD}$$

$$A = 491 \text{ ft}^2 \text{ (one clarifier on line)}$$

$$Q_O/A = 244 \text{ gpd/ft}^2$$

$$U = Q_r/A = 367 \text{ gpd/ft}^2$$

$$C_a = 3,000 \text{ mg/l}$$

$$G_a = 15.2 \text{ lb/ft}^2\text{-day}$$

$$C_u = 5,000 \text{ mg/l}$$

The state point corresponding to these conditions indicates that the clarifier can operate successfully even if the SVI exceeds 360 ml/g.

Many other scenarios could be examined and the operator is encouraged to become familiar with the diagram.

E. SECONDARY CLARIFIERS

1. Unit Description: There are two EIMCO secondary clarifiers. Each is 25 feet in diameter by 12' - 0" side water depth and are shown on Sheets No. 6, No. 7, and No. 8 of Appendix A1. Each incorporates the following features:

- a. 6-inch mixed liquor inlets terminating in a 5' diameter center feed well.
- b. A 6-inch center shaft rotating at 0.10 rpm driving bottom rake arms that moves settled sludge to a center hopper for removal; the two rake arms with squeegees rake the tank bottom twice per revolution.
- c. A Model W2IP drive unit with 3/4 HP motor with torque switches as follows:

Motor Cut Out	12,750 ft-lb torque
Alarm Actuation	6,000 ft-lb torque
Motor Cut Out	15,000 ft-lb torque
(Fail Safe)	
- d. Skimmer and scum box; scum box has flushing system
- e. Scum baffle and weir

Both settled sludge and scum flow to the RAS/MLSS wetwell. Settled sludge flows through 4-inch piping having a magnetic flow meter and terminates at a telescoping valve before entering the RAS/MLSS Pumping Station wetwell. Scum flows to the same wetwell via 6-inch piping. Mixed liquor from both the North and South 2nd Reaeration Tanks flows through 4-inch pipes, each also having a magnetic flow meter and terminating at a telescoping valve at the wetwell. The settled sludge piping from each clarifier also incorporates a valving and branch piping arrangement that allows the clarifiers to be drained directly into the suction of the RAS/MLSS pumps. Each of the four, 4-inch magnetic flow meters plus the 6-inch magnetic flow meter on the RAS/MLSS pumps discharge line have handrail-mounted flow indicators at the top of the wetwell.

Two 4-inch, self-priming RAS/MLSS pumps draw suction from the wetwell and deliver back to the Selector Tank via 6-inch piping. The pumps have variable frequency drives (VFDs) with rotative speed being selected by the operator at the VFD keypads within pump control panel.

Float switches within the wetwell control the starting and stopping of the pumps as follows:

LEVEL	ACTION
El. 3.00	Low Water Alarm
El. 5.50	All Pumps Off
El. 8.00	Lead Pump On
El. 8.50	Lag Pump on and High Level Alarm

2. Design Criteria: The design criteria for the Secondary Clarifiers and the RAS/MLSS Pumps is summarized below:

SECONDARY CLARIFIERS AND RAS/MLSS PUMPS DESIGN CRITERIA	
CLARIFIERS	
Surface Loading Rate at Peak Hourly Flow	611 gpd/ft ²
Side Water Depth	12 feet
Solids Loading	7.14 lb/ft ² - day
Weir Loading	830 gpd/ft
RAS/MLSS PUMPS	
480 gpm at 20 feet @ 1,040 rpm	
240 gpm at 8 feet @ 650 rpm	

Each RAS/MLSS pump has been selected for these maximum conditions:

$$\begin{aligned} \text{RAS at 1.5 times ADF} &= (1.5)(120,000)/1,440 &= & 125 \text{ gpm} \\ \text{MLSS at 3.5 times ADF} &= (3.5)(120,000)/1,400 &= & \underline{292 \text{ gpm}} \\ \text{TOTAL} &&= & 417 \text{ gpm} \end{aligned}$$

3. Normal Operation: Let us look at a specific example when the plant flow is approximately 100,000 gallons/day, both clarifiers are in operation, the ratio of recycled MLSS to influent flow is 3.0, and the ratio of return sludge to influent flow is 1.50. Then, MLSS withdrawn from the 2nd Reaeration Tanks is $(3)(100,000/1,440) = 208$ gpm or 104 gpm from each tank. The resulting velocity in the 4-inch MLSS withdrawal piping is approximately 2.6 feet/second. This should be sufficient to prevent solids deposition within the piping. Any velocity at 1.5 ft/sec (equivalent to approximately 60 gpm) or higher should be adequate. And, RAS withdrawn from Clarifiers is $(1.50)(100,000/1,440) = 104$ gpm or 52 gpm from each clarifier. The resulting velocity in the 4-inch RAS withdrawal piping is approximately 1.3 feet/second. While this is marginally low, operating experience may indicate that it is adequate to prevent clogging.

Another example could be examined. This example will consider only one clarifier in operation with the other conditions being the same. The MLSS withdrawn from each 2nd Reaeration Tank remains at 104 gpm. The RAS withdrawn also remains at 104 gpm but it is entirely from one clarifier with a resulting pipeline velocity of 2.6 feet/second. Operation with one clarifier at the design average daily flow of 0.120 MGD results in an overflow rate of 244 gpd/ft², which is conservatively low and should provide satisfactory clarification and thickening. Provided the SVI is 150 ml/g or less, the MLSS is approximately 3,000 mg/l, and the RAS flow is approximately 104 gpm (0.15 MGD), it should be possible to operate with only one clarifier for influent flows up to about 0.4 MGD.

4. Emergency or Bypass Operation: Either clarifier can be bypassed by means of the valving arrangement on the 8-inch lines leaving the splitter boxes at the 2nd Reaeration Tanks.

F. FILTER

1. Unit Description: There is one US Filter Kruger Products Discfilter, Model HSF 1704-IF. It is shown on Sheet No. 10 of Appendix A1. It is of Type 304 stainless steel construction with woven polyethylene filter media having a 10 micron pore size. Effluent from the secondary clarifiers flows into the filter segments from the center drum. Solids are retained within the filter segments as the filter wastewater flows to the outside of the segments into the collection tank. Backwash is initiated when the water level rises to a certain point in the inlet channels. At this point, the backwash pump starts and the filter segments begin to rotate. The backwash pump (22 gpm at 100 psi) withdraws from the collection tank and delivers to an oscillating spray header/nozzle arrangement cleaning the filter media. The backwash wastewater is collected by an interior tray and is routed to the In-Plant Pumping Station. Flow through the filter is continuous during the backwash cycle. Filter wastewater passes over an outlet weir and flows to the Chlorine Contact Chamber.

2. Design Criteria:

FILTER DESIGN CRITERIA	
Peak Flow	0.6 MGD
Influent TSS	15 mg/l
Effluent TSS	5 mg/l
Total Filtration Area	90 ft ²

3. Normal Operation: The filter normally operates continuously and automatically. The spray nozzle should be checked for normal spray distribution and cleaned if clogging is seen. The control panel provides two operation modes, level control (Auto Mode), for intermittent backwash operation or continuous backwash and drum/disk rotation (Hand Mode).

Auto Mode: With level control, the drum rotation and the backwash system is activated when the level sensor is reached by the water level inside the drum. The level sensor also controls the activation of the backwash pump.

Hand Mode: During continuous drum rotation and backwash, the water level inside the drum is kept nearly constant. The level sensor and the automatic control system are not in use.

Operation in the Auto Mode is recommended.

4. Emergency or Bypass Operation: There is an internal overflow weir that will allow feed water to pass over it and flow to the Chlorine Contact Chamber. In addition, the filter inlet piping includes a bypass arrangement should complete filter bypass ever become necessary.

G. SODIUM HYPOCHLORITE SYSTEM

1. Unit Description: A 12% sodium hypochlorite solution is used as the disinfecting agent. The system consists of the following:
 - a. 75-gallon day tank and three metering pumps in the Chemical Feed Building (Appendix A1, Sheet No. 13)
 - b. A Chlorine Injection Box on the inlet piping to the Chlorine Contact Chamber (Appendix A1, Sheet No. 19), and
 - c. A Chlorine Contact Chamber with effluent magnetic flow meter (Appendix A1, Sheet No. 11).

Two of the metering pumps are dedicated to effluent disinfection. The third pump is used for cleaning of the clarifier weirs. The stroking speed of the “disinfection” metering pumps in controlled by the actual flow measured by the effluent flow meter. These pumps have been selected as follows:

Peak Hourly	
Wastewater Flow	0.6 MGD
Chlorine Dose	6 mg/l
Chlorine/Day at Peak Hourly Flow	30 lb
Metering Pump Delivery Required at Peak Hourly Flow	1.08 gph
Pump Selected	Neptune PZi4-12

Pump Capacity	1.58 gph at 300 strokes/minute
Mechanical Turndown Capacity (Stroke Length)	10/1
Mechanical Turndown Used	2/1 1.58 to 0.79 gph

Only one pump (the selected lead pump) is needed to deliver the hypochlorite solution to the Chlorine Injection Box; however, the control wiring allows the standby pump to start and run should the lead pump fail to deliver flow.

The Chlorine Injection Box is located over the 8-inch piping conveying the filter effluent at a point where it splits into two 8-inch lines which feed each compartment of the Chlorine Contact Chamber.

The Chlorine Contact Chamber is divided into two, equal sized compartments and provides a plug flow regime. The Chlorine Contact Chamber provides a volume of approximately 6,815 gallons at the peak hourly flow of 0.6 MGD. The resulting detention time is 16.3 minutes. At the average daily flow of 0.12 MGD, the volume is 5,870 gallons providing a detention time of 70.5 minutes.

Each compartment can be drained for cleaning by the closing of the inlet valve and opening the drain valve in the area of the Chlorine Injection Box.

H. SODIUM BISULFITE SYSTEM

1. Unit Description: A 43% sodium bisulfite solution is used for dechlorination. The system consists of the following:
 - a. 75-gallon day tank and two metering pumps in the Chemical Feed Building (Appendix A1, Sheet No. 13), and
 - b. Contact compartments located “downstream” of the Chlorine Contact Chamber.

The stroking speed of the metering pumps is controlled by the actual flow measured by the same effluent flow meter that paces the hypochlorite pumps. The sodium bisulfite pumps have been selected as follows:

Peak Hourly Wastewater Flow	0.6 MGD
Maximum Chlorine Residual Present	3 mg/l
Pounds NaHSO ₃ Required to Neutralize 1 Pound of Chlorine	3.76
Pounds NaHSO ₃ /day at Peak Hourly Flow	56.45
Pump Selected	Neptune PZi4-31
Pump Capacity	0.47 gph at 300 strokes/minute
Mechanical Turndown Capacity (Stroke Length)	10/1
Mechanical Turndown Used	2/1

Only one pump (the selected lead pump) is needed to deliver the bisulfite solution to the contact compartments; however, the control wiring allows the standby pump to start and run should the lead pump fail to deliver flow.

The bisulfite solution is injected “at the end” of each compartment of the Chlorine Contact Chamber. Each dechlorination contact tank provides approximately 9 minutes contact time at 0.6 MGD, peak hourly flow and 1.8 minutes of contact at 0.12 MGD, average daily flow. Each dechlorination contact tank contains six fine bubble air diffusers. Each of the 12 diffusers dispense approximately 2.5 SCFM, for a total of 30 SCFM. Use of the Sodium Bisulfite system may not be necessary when discharging to the Polishing Ponds due to the ponds high chlorine demand and detention time.

I. ALUM SYSTEM

1. Unit Description: A liquid alum feeding system is available for future use to reduce phosphorus. The system consists of a 75-gallon day tank and two metering pumps in the Chemical Feed Building (Appendix A1, Sheet No. 13). The stroking speed of the metering pumps is controlled by the actual flow measured by the effluent flow meter. The pumps have been selected as follows:
 - a. Reduce total phosphorus from approximately 6 mg/l to 1 mg/l at a maximum daily flow of 0.36 MGD.
 - b. Feed alum at the rate of 16 lb alum per lb P to be removed. Phosphorus to be removed = $(4)(8.34)(0.36) = 12$ lb P/day. Alum required = $(16)(12) = 192$ lb/day.
 - c. 50% liquid alum weighs 11.28 lb/gallon and has 5.64 lb alum/gallon. Feed $192/5.64 = 34.0$ gallons/day or 1.42 gallons/hour.
 - d. Pumps selected are Neptune PXM - 12 providing flow rates from 0.005 to 1.58 gallons/hour.

The alum pumps discharge piping is arranged so that two ½-inch PVC lines extend from the Chemical Feed Building to the South and North 2nd Reaeration Tanks with valving to permit application of alum at either the inlet to the tanks or at the effluent weir boxes of the tanks.

J. POLISHING POND

1. Unit Description: Plant effluent can be directed either to the Polishing Pond or directly to a “man-made canal.” Refer to Appendix A1, Sheet No. 5 for the pipe and valving arrangement. Dechlorination is not required when discharging to the Polishing Pond. The Polishing Pond overflows into the “man-made canal.”

K. AEROBIC DIGESTION

1. Unit Description: The waste activated sludge (WAS) generated by the activated sludge process must be further stabilized in order to meet the Chapter 62-640, F.A.C. rules. In order to land apply domestic wastewater sludge in areas of restricted public access (Class B), the sludge must be

treated by a “process to significantly reduce pathogens” (PSRP). The Hastings WWTP utilizes aerobic digestion with a 40 day minimum SRT to achieve PSRP Class B sludge. The purpose of the aerobic digestion facilities is to stabilize the sludge for ultimate disposal. The Aerobic Digesters use the principle of endogenous respiration to reduce the organic material to an almost inert state. Endogenous respiration is the process by which microbes, when placed in a low food environment, actually oxidize their own cell tissue as food. At completion of the process, the remaining material is biologically stable. Periodically, the older sludge should be removed and the solids concentrated. Stabilized sludge can then be disposed as a Class B sludge at a permitted site provided it is incorporated into the soil to meet vector reduction requirements. Two aerobic digesters employing diffused aeration are utilized at the plant for sludge stabilization. Utilization of both digesters requires them to be operated in series as WAS can only be pumped from the BTU Digester to the New Digester using the sludge pump. Opening a valve at the New Digester allows sludge to flow to the Wedgewater Drying Beds by gravity.

2. Design Criteria: Design criteria for the aerobic digestion facilities is summarized in the following:

AEROBIC DIGESTION DESIGN CRITERIA	
Number of Digesters	2
Waste Sludge Flow (@ 0.12 MGD ADF)	2,570 gpd
Waste Sludge Production (@ 0.12 MGD ADF)	150 ppd
Waste Sludge Solids Conc.	0.7%
Volume of BTU Digester	15,400 gal
Volume of New Digester	18,000 gal
Total Digester Volume	33,400 gal
Total Hydraulic Retention Time	13.0 days
Total Solids Retention Time	40 days
VSS Reduction	42 ppd

Digested Sludge Solids Conc.	2.2%
Digested Sludge to Dewatering	589 gpd
Digested Sludge to Dewatering	108 ppd
Supernatant Volume	1,981 gpd

3. Normal Operation: The two digesters are designed to be operated in series. The WAS first goes to the BTU Digester (Sheet No. 15, Appendix A1) where it is aerated and decanted and subsequently pumped using the sludge pump to the New Digester (Sheet No. 8, Appendix A2) where it undergoes further aeration and decanting. Coarse bubble diffusers are utilized in the BTU Digester to mix and aerate the waste sludge. A minimum of 30 cfm/1,000 ft³ of air is provided. The New Digester utilizes a 7.5 HP submersible aerator to mix and aerate the sludge and is capable of delivering a minimum of 12.0 lbs O₂ hr⁻¹ to the WAS. It is equipped with a 96-pin timer to allow better control of the amount of aeration. Dissolved oxygen levels in both digesters should be maintained between 1.0 and 2.0 mg/l.

To meet the requirements for Class B sludge, the digesters must have a minimum SRT of 40 days. SRT can be calculated using the following equation:

$$\text{SRT} = \frac{\text{Total Solids under aeration in Digester}}{\text{Total Solids wasted to digester per day}}$$

For the digesters, the SRT can be calculated as follows:

$$\frac{(V_{\text{dig}})(\% \text{ solids})(8.34 \text{ lb gal}^{-1})}{\text{WAS} \times 100}$$

where V_{dig} = volume of sludge in digester in gallons

% solids = percent solids of waste sludge

WAS = sludge solids to be wasted in lbs/day

A sufficient solids concentration must be maintained in the digesters to provide the required 40 day minimum SRT. Solids concentrations in the digesters should be maintained at approximately 2.1% or higher. Solids

concentrations above 2.5% may result in aeration difficulties with the aeration systems. As high a solids concentration as can be effectively aerated should be maintained in the digesters to maintain high SRT's and to reduce the volume of sludge that must be dewatered and hauled off for land application. Applying the above formula and solving for "x",

$$\frac{(33,400)(x)(8.34)}{(150)(100)} = 40$$

$$x = 2.15\% \text{ or } 21,500 \text{ mg/l}$$

Before wasting sludge to one of the digesters, the operator must ensure that there is sufficient available volume in the digester to receive the waste sludge. If there is insufficient available volume in the digester to receive sludge, the operator must decant the digester. Decanting can be minimized if the sludge fed into the digester has as high a solids concentration as possible. One way of accomplishing this would be to temporarily stop MLSS recirculation and to throttle down on the RAS withdrawal rate from the clarifiers (to produce a thicker sludge). To decant a digester, perform the following steps:

- a. Turn off air to digester and allow contents to settle for 6 to 12 hours. Recommend turning air off at the end of the previous day's shift to allow ample time for settling.
- b. Sludge will settle to the bottom of the tank, a relatively clear liquid layer (supernatant) will form above the sludge layer, and a scum layer will be present on top.
- c. Lower the telescopic valve into the clear liquid below the surface scum layer. Turn on the 1" needle valve for BTU Digester decant airlift.
- d. Decant the desired amount of supernatant continually adjusting the position of the telescopic valve and checking the supernatant discharge to observe supernatant quality. Be certain the telescopic valve is not so low in the liquid that the settled sludge layer is being removed or so high that the scum layer is being removed. Supernatant flows to the In-Plant Lift Station where it is returned to the BTU. Supernatant from the BTU Digester is air lifted to the selector tank.

- e. After the desired amount of supernatant has been decanted, raise the telescopic valve to its fully upright position.
- f. Resume aeration of digester.

To transfer sludge from the BTU Digester to the New Digester, the operator should perform the following steps:

- a. Decant as much supernatant as possible from both digesters using decant procedure steps a. through f. described above.
- b. Close sludge inlet valves to Wedgewater Drying Beds. Open 4-inch plug in riser pipe discharge to New Digester. Open 6-inch plug valve at sludge pump.
- c. Turn on sludge pump. Sludge pump will pump at a rate of approximately 75 gpm. Thus, to pump 3,000 gallons will require approximately 40 minutes of pumping.
- d. When desired amount of sludge has been transferred, turn off pump and close 6-inch plug valve at sludge pump.
- e. Resume aeration of digester.

See Section L for procedures to transfer digested sludge to Wedgewater Drying Beds for dewatering.

4. Emergency or Bypass Operation: The BTU Digester cannot be bypassed. It serves as the suction source for the sludge pump which permits the sludge to be pumped to either the New Digester or directly to the Wedgewater Drying Beds. If the BTU Digester needs to be taken out of service, its contents can be pumped to the New Digester and/or Wedgewater Drying Beds provided there is sufficient available volume in either or both.

The New Digester can be taken off-line by merely not pumping any additional sludge to it from the BTU Digester. The contents of the New Digester can be discharged by gravity to the Wedgewater Drying Beds down to Elev. 9.0 ±. Any remaining sludge would have to be removed by pumping with a portable solids handling pump.

5. Troubleshooting Guide: A troubleshooting guide for the aerobic digestion facilities is presented in the following:

TROUBLESHOOTING GUIDE FOR AEROBIC DIGESTION OPERATING PROBLEMS

Indicators/Observations	Probable Cause	Check or Monitor	Solutions
1. Foul odors.	1. Improper Aeration.	1a. Aeration rate. 1b. Leaky valves or pipes in the air system. 1c. Clogged diffusers; aerator malfunction.	1a. Increase air flow rate. 1b. Repair or replace defective valves or pipe sections. 1c. Unclog diffusers. Check aerator operation.
2. Sharp increase in D.O.	2a. Air flow too high. 2b. Biomass activity inhibited.	2a. Air flow rates. 2b. O ₂ uptake, temperature, pH.	2a. Decrease air flow rate to required level. 2b. Adjust pH as necessary.
3. Sludge does not settle.	3. High turbulence adversely affecting the settleability of the sludge.	c. Aeration rates.	3. Decrease aeration.
4. Excessive Foam.	4a. Air flow rate too high. 4b. Filamentous growth.	4a. D.O. content. 4b. D.O. content.	4a. If D.O. is too high, lower aeration rates. If D.O., is too low, increase the aeration rates. 4b. Lower air flow rates.
5. Inadequate stabilization of sludge.	5a. Insufficient aeration. 5b. pH and/or temperature too low. 5c. Solids concentration too high for proper aeration.	5a. Aeration rate. 5b. pH and temperature. 5c. Solids concentration >2.5%.	5a. Increase aeration rate. 5b. Increase pH if <5.5 by lime addition; increase solids concentration. 5c. Decrease solids concentration.

L. SLUDGE DEWATERING

1. Unit Description: Stabilized sludge from the digesters can be dewatered using the Wedgewater Drying Beds (Sheet No. 9, Appendix A2). The purpose of dewatering the sludge is to greatly reduce its volume thereby reducing sludge hauling and disposal costs. The Wedgewater Drying Bed System consists of polyurethane media fitted on a shallow concrete tank and a polymer feed system. Stabilized sludge, which has been flocculated with polymer, is discharged onto the beds of media. Free water is allowed to pass through the small openings in the media while the flocculated sludge remains on the media surface. After three to four days, the dewatered sludge can be removed from the beds using a small tractor with a front-end bucket and stockpiled for sludge hauling and disposal by a contract sludge hauler. The filtrate flows by gravity to the In-Plant lift station where it is returned to the BTU.

2. Design Criteria: Design criteria for the Wedgewater Drying Bed System is summarized as follows:

WEDGEWATER DRYING BEDS DESIGN CRITERIA	
Number of Drying Beds	2
Area Per Drying Bed (ft ²)	400
Volume of Sludge Per Bed (gal)	2,000 to 3,000
Design Loadings Per Bed Per Week	2
Design Loading Rate (lb ft ⁻² load ⁻¹)	0.95
Recommended Loading Rate (lb ft ⁻² load ⁻¹)	0.75 to 2.0
Sludge Loading Depth (in)	8 to 12
Influent Solids Concentration (%)	1.5 to 2.5
Polymer Feed Rate (gph)	2.0 to 4.5
Dewatered Sludge Solids Concentration (%)	12 to 20
Volume of Sludge to be Disposed of (ft ³ day ⁻¹)	8 to 14

3. Normal Operation: Under normal operation, sludge will be transferred from the New Digester to the Wedgewater Drying Beds by the difference in liquid levels between

the two units. The procedure for dewatering sludge from the New Digester on the Wedgewater Drying Beds is summarized as follows:

- a. Verify wedgewater bed(s) are ready to receive sludge. Insert pressure-treated planks in stop gates.
- b. Prepare New Digester for decant as described in previous section, but do not decant. Liquid level in New Digester should be 1½ to 3 feet below top of tank wall in order to have sufficient head differential for sludge to flow to drying beds.
- c. Close sludge inlet valves to Wedgewater Drying Beds. Open buried 4-inch underdrain gate valves on west side of drying bed(s).
- d. Open buried 4-inch plug valve on south side of New Digester. Open buried 1-inch polymer ball valve at south side of New Digester. Close the 1" polymer ball valve to the 6-inch sludge line located immediately west of Drying Bed No. 1.
- e. Start polymer feed system at maximum flow. Consult manufacturers instructions in Volume II of this manual.
- f. Open 6-inch sludge inlet valve to drying bed to receive sludge.
- g. Adjust sludge flow and polymer dosage to achieve optimum flocculation. The polymer solution should produce a flocculated sludge, a noticeable "clustering" effect in the waste sludge. The filtrate being released from the sludge should be fairly clear without a lot of small sludge particles, fines, floating in the released effluent. If there is not a noticeable floc or clustering effect, the sludge feed rate should be **decreased**, or the polymer feed rate **increased**. If the filtrate is "milky" in appearance and the clustering is too large, greater than the size of "popped popcorn," there is a chance the sludge is being overdosed with polymer. The sludge feed rate can then be **increased**, or the polymer feed rate **decreased**.
- h. Fill drying beds to desired liquid depth, normally 8" to 12".
- i. Shut 6-inch sludge inlet valve to drying bed being filled.
- j. Shut off polymer feed. Flush polymer line with water only using polymer feed unit pump. Close 1" polymer ball valve located on south side of New Digester. Close buried 4-inch plug valve on south side of New Digester.
- k. Flush out sludge feed line by opening 1½" ball valve on water line located on south side of New Digester. Open 6-inch sludge inlet valve to drying bed containing freshly poured sludge. Flush out sludge line until relatively clear liquid appears. Close 6-inch sludge inlet valve to drying bed.

- l. Allow conditioned sludge to dewater for as long as possible, but a minimum of three days.
- m. Remove dewatered sludge from bed using small tractor equipped with front-end bucket. Stockpile dewatered sludge in a sludge storage area. Cover sludge with water repellent material.
- n. Washdown drying bed media until surface of wedgewater media is free of sludge particles.

Determining the optimum amount of polymer to inject into the digested sludge will be learned through operational experience. Having a slightly higher than necessary polymer concentration is better than having too low a polymer concentration as the sludge will still dewater rapidly. However, the polymer is expensive and should be not wasted.

4. Emergency or Bypass Operation: If the Wedgewater Drying Beds are to be out of service for an extended period of time, liquid sludge hauling by a permitted liquid sludge hauler could be utilized instead. The overall cost to haul liquid sludge will be two to three times greater than hauling dewatered sludge, so liquid sludge hauling should be minimized to as great an extent as possible.

Stabilized sludge from the BTU Digester can also be pumped directly to the Wedgewater Drying Beds using the sludge pump. The procedure for doing this is as follows:

- a. Verify wedgewater bed(s) are ready to receive sludge. Insert pressure treated planks in stop gates.
- b. Close sludge inlet valves to drying beds. Open buried 4-inch underdrain gate valves on west side of drying bed(s).
- c. Close buried 4-inch plug valve and aboveground 4-inch plug valve on south side of New Digester. Close 1" polymer ball valve and 1½" water ball valves on south side of New Digester.
- d. Open 1" polymer ball valve to 6-inch sludge line located immediately west of Drying Bed No. 1.
- e. Open 6-inch plug valve on suction side of sludge pump.
- f. Start polymer feed system at maximum flow. Consult manufacturers instructions in Volume II of this manual.
- g. Open 6-inch sludge inlet valve to drying bed to receive sludge.

- h. Adjust sludge flow and polymer dosage to achieve optimum flocculation. The polymer solution should produce a flocculated sludge, a noticeable “clustering” effect in the waste sludge. The filtrate being released from the sludge should be fairly clear without a lot of small sludge particles, fines, floating in the released effluent. If there is not a noticeable floc or clustering effect, the sludge feed rate should be **decreased**, or the polymer feed rate **increased**. If the filtrate is “milky” in appearance and the clustering is too large, greater than the size of “popped popcorn,” there is a chance the sludge is being overdosed with polymer. The sludge feed rate can then be **increased**, or the polymer feed rate **decreased**.
 - i. Fill drying beds to desired liquid depth, normally 8" to 12".
 - j. Shut off sludge pump. Close 6-inch plug valve on sludge pump section.
 - k. Shut off polymer feed. Flush polymer line with water using polymer feed unit pump. Close 1-inch polymer ball valve west of Drying Bed No. 1.
 - l. Shut 6-inch sludge inlet valve to drying bed that was filled.
 - m. Allow conditioned sludge to dewater for as long as possible, but a minimum of three days.
 - n. Remove dewatered sludge from bed using small tractor equipped with front-end bucket. Stockpile dewatered sludge in a sludge storage area. Cover sludge with water repellent materia.
 - o. Washdown drying bed media until surface of wedgewater media is free of sludge particles.
5. Troubleshooting Guide: A troubleshooting guide for the Wedgewater Drying Beds is presented in the following:

TROUBLESHOOTING GUIDE FOR SLUDGE DEWATERING OPERATING PROBLEMS

Indicators/Observations	Probable Cause	Check or Monitor	Solutions
1. Sludge does not dewater well. Excess fines lost through media.	1a. Inadequate flocculation. 1b. Underdrain valve not open. 1c. Sludge depth poured too great.	1a. Polymer dosage. 1b. Underdrain valve. 1c. Sludge depth.	1a. Increase polymer dosage on subsequent batch of sludge to be dewatered. 1b. Open underdrain valve. 1c. Reduce sludge depth.
2. Sludge looks milky with large clumps of solids.	2. Too much polymer added.	2. Polymer dosage.	2. Reduce polymer dosage on subsequent batch of sludge to be dewatered.
3. Sludge will not flow by gravity from New Digester to Drying Beds.	3a. Buried plug valve on south side of New Digester closed. 3b. Sludge inlet valve at drying bed closed. 3c. Inadequate liquid level in New Digester. 3d. 4-inch sludge line plugged.	3a. Buried plug valve. 3b. Sludge inlet valve. 3c. Liquid level in New Digester. 3d. 4-inch sludge line.	3a. Open plug valve. 3b. Open sludge inlet valve. 3c. Increase liquid level in New Digester by pumping in more sludge from BTU Digester. 3d. Flush line with 1½" water connection or backpump sludge from BTU Digester into new Digester.
4. Excess sludge lost through media.	4. Cracked or broken media panels, defective perimeter sealing strip.	4. Underdrain filtrate quality, filter panels and perimeter sealing strip.	4. Repair filter panels and perimeter sealing strip.

M. IN-PLANT PUMPING STATION

1. Unit Description: The In-Plant Pumping Station (Sheet No. 18, Appendix A1) receives flows as follows:
 - a. Backwash wastewater from the filter.
 - b. Filtrate from the sludge drying beds.
 - c. Supernatant from the new digester.
 - d. Sanitary wastewater from the Operations Building.
 - e. Drains from Chlorine Contact Chamber.

Two 3-inch, self-priming pumps draw suction from the wetwell and deliver to either the Surge Tank or the Biological Treatment Unit, depending upon the positioning of the valves at the southeast corner of the Biological Treatment Unit. Float switches within the wetwell control the starting and stopping of the pumps as follows:

LEVEL	ACTION
El. 0.00	Low Water Alarm
El. 0.50	All Pumps Off
El. 2.25	Start Lead Pump
El. 2.75	Start Lag Pump and High Level Alarm

2. Design Criteria: Each pump has been selected to deliver 260 gpm at 35 feet.
3. Normal Operation: The pumps alternate operation automatically in response to wetwell level.
4. Emergency or Bypass Operation: Should one pumping unit be “down” for maintenance or repair, the remaining pump has the capacity to handle incoming flow.

N. REUSE PUMPING STATION

1. Unit Description: The Reuse Pumping Station (Sheet No. 12, Appendix A1) provides washdown water for various structures within the plant. Two end-suction, close coupled centrifugal pumps withdraw from the Chlorine Contact Chamber and deliver to a 500-gallon hydropneumatic tank/reuse piping distribution system. A Pressure Trakker control system starts and stops the pumps in response to the pressure prevailing in the hydropneumatic tank.
2. Design Criteria: Each pump has been selected to deliver 40 gpm at 175 feet.
3. Normal Operation: The Control Panel automatically controls the starting, stopping, and alternation of the pumps. Low level in the Chlorine Contact Chamber prevents pump operation.
4. Emergency or Bypass Operation: Should one compartment of the Chlorine Contact Chamber be “down” for cleaning, the valving on the suction side of the pumps should be aligned to isolate the source of suction and provide flow to both pumps from the remaining compartment.

III. LABORATORY SAMPLING AND TESTING

- A. LABORATORY CONTROL TESTS:** Laboratory testing and results are the means by which the efficiency of the treatment process is controlled. To operate the plant as efficiently as possible, laboratory results must be understood and related to the operation of the plant. Before any laboratory tests are performed, it is important to obtain a proper representative sample. Without a representative sample, a test should not even be attempted because the test result will be incorrect and/or meaningless. Some guidelines for sampling are as follows:

The FDEP permit (Appendix B) is specific as to sampling locations, type of sample (grab, flow proportioned composite, filtered, etc.) and sampling frequency. It also requires that field testing, sample collection and preservation, laboratory testing, including quality control procedures and all record keeping comply with Rule 62-4.246. Each monitored parameter has an applicable method detection limit (MDL) and a practical quantitative limit (PQL). Refer to the FDEP permit for sampling of influent, effluent, and sludge.

Grab samples are collected at a particular instant and represent conditions existing at that moment. Composite samples are a combination of individual samples taken at selected time intervals, for a specified period and are flow proportionate.

B. TYPES OF TESTING

1. Carbonaceous Biochemical Oxygen Demand: The CBOD₅ test is used to determine the oxygen required to stabilize biologically the carbonaceous organic matter present in the wastewater. This test is used to evaluate the efficiency of the treatment process. Typical CBOD ranges at this plant are 150 mg/l to 200 mg/l in the raw sewage and less than 5 mg/l in the final effluent.
2. Suspended Solids: This test refers to solids in suspension that can be removed by standard filtering procedures. Suspended matter is determined by filtering a known volume of sample through a weighed glass fiber. The residue is then dried in an oven at 103° to 105° C, cooled in a desiccator and then weighed. Results are used to evaluate organic strength and solids inventory.
3. Settlement Tests: This test provides an indication of settling and compaction characteristics of the sludge in the aeration tanks or digester. Observations should be made at 30 minute and 60 minute intervals. Typical ranges of 45% - 55% in 30 minutes and 35% - 45% in 60 minutes, indicate a good settling sludge.
4. Total Kjeldahl Nitrogen: This test measures the ammonia and organic nitrogen but not the nitrate or nitrite nitrogen. The sample is digested with acid and catalysts that convert organic nitrogen to ammonia nitrogen. The ammonia nitrogen is distilled off into a boric acid solution and measured by titration. Results are used to evaluate degree of nitrification, oxygen requirements and nutrient deficiency.
5. Total Organic Nitrogen: This test measures only the organic nitrogen but not the ammonia, nitrite, or nitrate nitrogen.
6. Total Nitrogen: Total nitrogen, as the name implies, includes all forms of nitrogen (i.e., ammonia, organic nitrogen, nitrate, and nitrite nitrogen). Total

nitrogen is typically measured in the final effluent from the Chlorine Contact Tank. Nitrogen is an essential nutrient for plants and microorganisms.

7. Total Ammonia: This test measures both ionized ammonia (NH_4^+) and unionized ammonia (NH_3).
8. Unionized Ammonia: This test measures only the unionized ammonia. It is calculated from the total ammonia and pH.
9. $\text{NO}_2 + \text{NO}_3$ Nitrogen: This test measures only the oxidized forms of nitrogen but not the TKN.
10. Total Phosphorus: Phosphorus is found in wastewater in two principal forms: orthophosphate and organic phosphorus compounds. In the raw sewage, all two forms are present in significant amounts. During biological treatment most of the phosphorus is converted to orthophosphate. Total phosphorus is determined by converting all the phosphorus to orthophosphate by acid digestion and measuring the orthophosphate colorimetrically.
11. Orthophosphorus: This test measures only the inorganic form of phosphorus.
12. Temperature: Temperature has a significant effect on biological processes, biological activity and the ability of oxygen to dissolve in waters is temperature dependent. Temperatures are usually taken on effluent.
13. Alkalinity: Alkalinity is a measure of the wastewater's capacity to neutralize acids. The bicarbonate, carbonate, and hydroxide ions are the primary contributors to alkalinity. Alkalinity results can relate to the degree of nitrification as nitrification consumes alkalinity. However, denitrification restores alkalinity.
14. pH: pH is a term used to express the intensity of the acid or alkaline condition of a solution. The pH scale is logarithmic and ranges from 0-14 with values < 7 indicating an acidic solution and values > 7 indicating an alkaline solution. pH tests should be run on the influent, MLSS, digester and effluent.
15. Total Chlorine Residual: Total chlorine residual is the chlorine remaining in wastewater at the end of a specified contact period and test results are

reported in milligrams per liter. Results are used to determine effectiveness of disinfection or dechlorination.

16. Dissolved Oxygen: D.O. tests provide a measurement of oxygen required for aerobic decomposition of the organic matter, otherwise anaerobic decomposition may occur. In an activated sludge process the D.O. test is used to monitor the aeration process and denitrification process. D.O. is also an important measurement of the final effluent.
17. Fecal Coliform: Fecal Coliforms are the segment of the coliform bacteria group found in the gut and feces of warm blooded animals. Samples are taken from the final effluent and tested using the membrane filter technique. Results from this test are reported in terms of number of colonies of 100 ml samples. Results are used in evaluating the disinfection process.
18. Microscopic Examination: Microscopic examination of the mixed liquor can provide quick indications of treatment plant efficiency and of upcoming changes in efficiency. Microscopic examination can forewarn the Operator of an upcoming problem and allow corrections before the problem becomes serious. The Operator should be able to relate certain types of organisms to good treatment and certain types to poor treatment. Changes must be recognized in time to correct the environment of the biomass.

The most important of the various microorganisms found within the sludge floc are the heterotrophic and autotrophic bacteria which are responsible for purifying the wastewater. In addition, protozoa play an important role in clarifying the wastewater and act as indicators of the degree of treatment. The presence of rotifers is also an indicator of effluent stability. A predominance of protozoa (ciliates) and rotifers in the MLSS is a sign of good sludge quality. The treatment under these conditions, with proper wasting and aeration rates, can be expected to produce effluent BOD concentrations of less than 5 mg/l out of the treatment plant.

Inversely, a predominance of filamentous organisms and a limited number ciliates is characteristic of poor quality activated sludge. This condition is commonly associated with a sludge that settles poorly. The sludge floc is usually light and fluffy because it has a low density. There are many other organisms such as nematodes (worms) and waterborne insect larvae which

may be found; however, these do not significantly affect the quality of treatment.

The microorganisms which are important to the Operator are the protozoa and rotifers. As discussed previously, the protozoa eat the bacteria and help to provide a clear effluent. Basically, the Operator should be concerned with three groups of protozoa, each of which have significance in the treatment of wastewater. These groups include: amoeboids, flagellates, and ciliates.

- a. Amoeboids: The cell membranes of Amoeboids are extremely flexible; and the mobility of these organisms is created by movement of protoplasm within the cell. Food matter is ingested by absorption through the cell membrane. Amoeboids may predominate in MLSS floc during start-up periods of the activated sludge process or when the process is recovering from an upset condition.
- b. Flagellates: These organisms are characterized by the tail (Flagella) which extends from their round or elliptical cell configuration. Their mobility is created by a whipping motion of the tail, which allows them to move with somewhat of a corkscrew motion. Flagellate predominance may be associated with a light-dispersed MLSS floc, a low population of bacteria, and a high organic load (BOD). As a more dense sludge floc develops, the flagellate predominance will decrease with an increase of bacteria. When the flagellates no longer are able to successfully compete for the available food supply, their population decreases to the point of insignificance.
- c. Ciliates: These organisms are characterized by the rotating hair-like membrane (cilia) which cover all or part of their cell membrane. Their mobility is created by the movement of the cilia, and the cilia around the gullet are utilized for the intake of food. Ciliates may predominate during the period of fair to good settling of the activated sludge. They are considerably larger than flagellates and for the purposes of microscopic examination may be classified into two basic groups, which are the free swimming and the stalked ciliates.

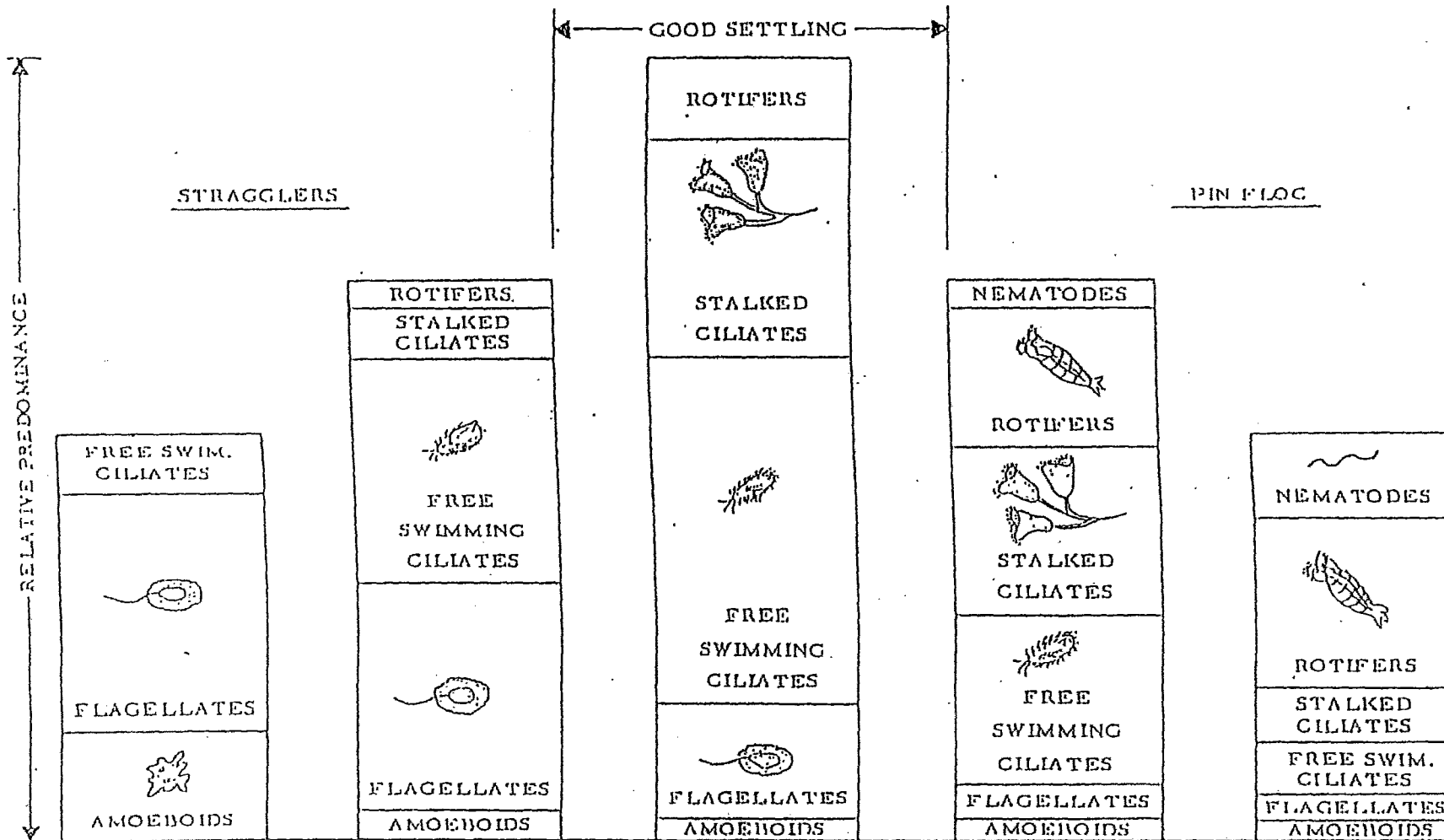
C. OPERATION AND CONTROL OF WWTP

1. Free Swimming Ciliates: Free swimming ciliates are usually apparent when there is a large number of bacteria in the activated sludge. These organisms feed or graze on the bacteria and clarify the effluent. Therefore, their presence is generally indicative of a treatment process that is approaching an optimum degree of treatment. A relative predominance of flagellates indicates decreased treatment efficiency and the MLSS of the system should be increased to maintain a relative predominance of free swimmers, stalked ciliates and higher forms of organisms such as rotifers.
2. Stalked Ciliates: These organisms are frequently present when the free swimmers are unable to compete for the available food. A relative predominance of these organisms along with rotifers will indicate a stable and efficiently operating process.

D. EVALUATION OF MICROSCOPIC EXAMINATION

Observation of microorganism activity and predominance in the activated sludge can provide guidance in making process control adjustments. Study of Figure III-A can be used to assist the Operator with the decision of increasing or decreasing the solids concentration based on the relative predominance of ciliates and rotifers in the MLSS. The decline of ciliates and rotifers is frequently indicative of a poorly settling sludge. These observations make it possible to detect a change in organic or chemical loading before an upset occurs. These changes can be correlated with observations of the settling characteristics of the MLSS in the 30-minute settling test, and by calculation of the F/M. If the other tests confirm these observations, adjustments to the MLSS should be made to alleviate the problem.

In summary, relative predominance of ciliates and rotifers are an indication of process stability. This predominance is associated with the efficiency of treatment under various loading conditions. An increase or decrease in the predominance of these organisms may be indicative of process upset before there is a major effect of process performance.



RELATIVE NUMBER OF MICROORGANISMS VS. SLUDGE QUALITY

FIGURE III-A

IV. MAINTENANCE

A. **GENERAL:** The successful economic operation of a wastewater treatment facility requires that corrective and preventative maintenance be performed on the equipment, piping systems, buildings and grounds. A routine maintenance program is important because it reduces the frequency of equipment breakdowns and process failures. Occupational safety is also promoted when machinery is regularly checked and maintained. This chapter contains an outline of a maintenance program that when implemented, will provide the wastewater treatment plant maintenance personnel with a Planned Maintenance Management System (PMMS) that will considerably reduce the occurrence of equipment breakdowns. Outlined in this chapter section are the implementation steps for the recommended maintenance system. A list of the basic features of the PMMS are shown below:

1. Equipment Record System
2. Maintenance Procedures and Schedules
3. Storeroom and Inventory System
4. Maintenance Personnel
5. Costs and Budgets for Maintenance Operations

B. **EQUIPMENT RECORD SYSTEM:** The development of the equipment record system requires that the operation personnel perform an inventory of the electrical and mechanical equipment, machinery and valves. This inventory will include recording all nameplate data and other equipment specifications onto Equipment Data Cards (EDC). A suggested format for the EDC is shown on the following pages and includes the type of information and equipment that should be maintained. The Chief or Lead Operator should supervise the collection of data.

C. **MAINTENANCE PROCEDURES AND SCHEDULES:** Maintenance planning and scheduling involves time, personnel, equipment, schedules, costs, work orders and priorities. Planning the yearly maintenance schedule is very important because the weekly work load must be evenly distributed between the members of the maintenance crew. Recommended methods for effectively planning and scheduling the maintenance task are provided herein. It is very important to review the yearly

EQUIPMENT DATA CARD

EQUIPMENT		ELECTRICAL		
Name		Name		
Serial No.		Serial No.		
Model No.		Model No.		
Size		Volts	Amps	RPM
Mfr		Phase	Frame	HP
		Mfgr.		
No.	Preventative Maintenance Description			Frequency

Front Side

SERVICE RECORD

Date	Work Done	Signed	Date	Work Done	Signed

Reverse Side

operations of the wastewater treatment facility to determine the seasonal and daily variations in the normal operating conditions. For example, determining the peak and low flow periods are necessary for the purpose of scheduling maintenance tasks.

Developing an operable maintenance schedule requires determining and listing the regular intervals between performing the maintenance and lubrication requirements. These intervals or frequencies are the basis for maintenance planning and scheduling. The frequency of a preventive maintenance requirement is, in most cases, established by a combination of the manufacturer's recommendation and equipment use under local conditions; whereas, corrective maintenance is usually performed whenever a major malfunction occurs. Estimating the frequency of a corrective maintenance task is often accomplished by analyzing the past performance and/or maintenance record of the machinery. The frequency for performing the preventative maintenance is typically what is shown on the Equipment Data Card. However, determining the frequency for corrective maintenance should be determined by the maintenance staff, based upon breakdown frequency, and included in the maintenance schedule. Also, the duration of the different maintenance tasks must be determined. Maintenance tasks are usually divided into two major groupings - maintenance tasks performed daily and weekly, and maintenance tasks that are performed less frequently. Maintenance tasks that are performed less frequently are usually grouped into monthly, quarterly, semi-annually, annually and as required tasks.

After the frequency and duration of the maintenance tasks have been estimated, a preliminary or draft schedule chart board should be developed for a period of one year. These chart boards can be found at local office supply stores and are usually laminated so that marking pens or grease pencils can be used for displaying the tasks and their starting and ending dates. All of the maintenance tasks are listed in the left-hand column. The schedule chart may be divided into daily, weekly, monthly, quarterly, semi-annually and yearly sections so that the entire range of maintenance functions can be observed. The task of balancing the work load is then performed so that there is no idle time or peak work load periods.

- D. STOREROOM AND INVENTORY SYSTEM:** A central storeroom should be used for storage of spare parts, equipment, tools, supplies and lubricants. An equipment numbering system established for the wastewater treatment facility should be used for organizing the storeroom. This storeroom should be supervised by the Operator who maintains the accountability of parts, supplies, records and tools. A catalog should be maintained by the Operator that includes information on the

replacement parts, consumable supplies and components. Quantity, item number, description, when last purchased, cost date, balance on-hand and vendor should be recorded.

- E. PURCHASE ORDERS:** A purchase order system should be developed that provides a record of the date an item is ordered and when it is received. The order should also list the quantity, unit cost, total cost, supplier and the item of equipment for which the parts or supplies are ordered. These records should be periodically reviewed to verify that the best preventative maintenance items are being purchased at the best available price, and to update the balance total of the repair items.
- F. CONSUMABLE SUPPLIES:** A list of consumable supplies should be developed for preventative maintenance stock, based upon recurring preventative maintenance and housekeeping tasks, as well as items needed for rapid response to emergency situations. Note that stocking quantities are not shown. The quantities are to be established initially and adjusted periodically based upon actual usage experience. The stocking quantities for some items should be adjusted upwards and ordered prior to major maintenance procedures (pump replacement, filter media replacement, painting plant equipment and tankage, etc.). The list should be expanded to include those consumable items that the utility has used in the past. A suggested list of consumable supplies is provided below:

CONSUMABLE SUPPLIES

<u>Category</u>	<u>Item</u>
------------------------	--------------------

Lubricants:	Silicone Lubricant (GE G697) Valve General Purpose Grease, Lithium Grease-Based, Viscosity 60SSU @ 210°F for bearings.
-------------	--

Grease, Lithium Based, Extreme Pressure

Motor Oil, Heavy-Duty, API

Classification - CD Bearing Oil, Viscosity 200-225 SSU @ 100°F

Pipe Joint Lubricant Push-On Joints PVC Pipe

Moly Di-Sulfide Grease Prelube of seals, shafts

Housekeeping: Detergent, Industrial Grade for space and equipment cleaning

Scouring Powder - general purpose

Mechanics' Handsoap - personal cleanliness

Yard Maintenance: Insecticide Malathion, or approved substitute for spray application

Herbicide, Selective (2-4-D or Weed Control equivalent)

Herbicide, Nonselective Plant Control

Calcium Chloride dust palliative

Category

Item

Plant Maintenance: Mineral Spirits equipment cleaning

Dry Concrete Mix small repair jobs

Dry Mortar Mix point masonry checks

Selected Paints, Enamels and Epoxies for touch-up painting

Pipe Joint Cement and Cleaner for joining PVC pipe

Teflon Tape for pipe thread sealant

Pipe Joint Compound for joining metal pipe

Electric Insulating Tape for electrical repairs

Emergency: PVC Pressure Pipe: ¾", 1", 1½", and 2" diameters

PVC Pipe Repair Sleeves

STOREROOM INVENTORY CARD

ITEM IDENTIFICATION

Part/Item No.: _____

Equip./Component: _____

Item Description:

STORAGE LOCATION

STOCKING INFORMATION (Quantity)

Maximum: _____ Minimum: _____ Reorder: _____

INVENTORY INFORMATION

Quantity Used/Stocked	Date	Signed	Quantity on Hand	Usage/Restocking Data

Cloth Bags for Sandbagging for spill control

Clean Sand for filling sandbags

Large Diameter Hose (fire hose)

- G. REPLACEMENT PARTS:** The stocking of replacement parts, like the stocking of consumable supplies, requires careful management attention. Failure to stock an adequate inventory of items which are used on a routine basis, such as seals, bearings, spare circuit boards, and similar frequently used replacement parts can adversely affect plant operations and the carrying out of an effective preventive maintenance program. Conversely, the local stocking of large and expensive items of replacement equipment as insurance items, in some cases, can be poor management practice and can unnecessarily tie up critical maintenance and capital funds.

Before making a management decision to stock any large repair part or replacement component such as a spare pump, an electric motor, or any other major component, an analysis should be made considering the following factors:

1. Off-the-shelf availability of the item from commercial sources;
2. Lead time for manufacture and shipping of the item if it is not regularly stocked at manufacturers' stocking points;
3. Critical nature of item to the continuity of proper treatment plant operation;
4. Availability of secure storage facilities for long-term storage of major replacement components.

Each manufacturer's manual for the installed equipment contains a parts listing for the covered equipment, a recommended replacement parts listing for local stocking, and the address and telephone number for ordering non-stocked replacement parts. These manuals are the principal sources available to the operating and maintenance personnel for replacement parts stocking and ordering information and should be referred to in most cases.

Locally stocked replacement parts are accounted for on Storeroom Inventory Cards, which record usage information, stocking levels and reordering data. Formal inventories of locally stocked replacement parts should be made quarterly and the Storeroom Inventory Cards reconciled with actual quantities on hand.

H. MAINTENANCE TOOLS AND EQUIPMENT: The following list of general maintenance hand tools should be available to the system mechanics and electricians, or purchased and maintained by the mechanics as personal tools:

- Wrench set (open-end, smaller than 1-1/16")
- Wrench set (box-end, smaller than 1-1/16")
- Screwdrivers
- Pliers (slip-joint, channel-lock, needle-nose, vise-grip)
- Wire-cutters
- Allen wrench set (smaller sizes)
- Hacksaw
- Socket sets (1/2" drive, to 1-1/16")
- Screw extractor set (smaller sizes)
- Pipe wrenches (2, 16" or smaller)
- Tool box, 24"

V. SAFETY

A. GENERAL

The collection and treatment of wastewater is an inherently dangerous activity. The raw wastewater and the wastewater undergoing treatment emit noxious gases and contains pathogenic (disease producing) organisms. The chemicals used in its treatment, testing and disinfection are frequently acidic, caustic or toxic. The working areas are hazardous due to wet conditions adjacent to large rotating apparatus. Oxygen deficient and explosive conditions exist in many areas subject to occasional personnel entry. Electrical hazards prevail where moist conditions exist adjacent to electrical drive and control equipment. These facts make it extremely important that everyone engaged in the operation and maintenance of wastewater facilities be well trained in safe practices and in the use of safety equipment.

It is the intent of this Chapter to outline the more common hazards involved in the collection and treatment of wastewater and to describe the safety practices related

thereto. The safety rules and procedures described herein should be considered as minimum requirements. Supplemental procedures should be developed and promulgated by plant management where experience shows that more stringent requirements are needed.

B. SAFETY PROGRAM: Responsibility for the safe operation of the wastewater facilities rests with plant management. The Lead Operator is responsible for managing the safety program for the Hastings Wastewater Facilities. He is responsible for developing and implementing a working safety program comprising the following major elements:

1. Providing and maintaining, through constant inspections, a safe working environment including layout, surroundings, tools, equipment, and materials.
2. Properly selecting and hiring employees that are physically and mentally fit to do the work required, and employees that will report back to work following injury or illness, ready to resume their duties.
3. Providing adequate training and education for employees to avoid personal injuries during operation and maintenance of the facility.
4. Providing supervision and leadership to make every employee safety conscious through safety meetings, safety posters, and distribution of articles on safe practices.
5. Immediate injury reporting to give full personal and legal protection to the employee as well as the employer.
6. Thorough injury investigation and accident evaluation to determine required corrective actions, prevent a recurrence of similar injuries and to increase safety consciousness in all employees.
7. Checking, cleaning, repairing, or replacing all safety equipment at regular intervals.

C. SAFETY EQUIPMENT: The safety equipment listed below should be procured and stored at the wastewater treatment plant site. This inventory of safety equipment

should be inspected routinely by plant management to verify its completeness and proper condition. All safety equipment should be OSHA approved.

Item	Quantity
1. Protective Clothing (Chemical Resistant)	2 sets
2. Viton Rubber Gloves	4 sets
3. Plastic (Non-conducting) Hard Hats	4 each
4. Safety Goggles	4 pair
5. Industrial First Aid Kit	1 each
6. Body Harness with Life Line	2 each
7. Safety Belt	2 each
8. Portable Emergency Light (Approved for Explosive Atmospheres)	1 each
9. Combustible Gas Meter	1 each
10. Oxygen Deficiency Indicator	1 each

D. SAFETY PRACTICES: Specific hazards inherent in wastewater collection and treatment activities and safety practices related thereto will be discussed in this Section.

1. Sewer Hazards: Hazards inherent to the inspecting, cleaning, maintaining, and repairing of sewage collection system piping, manholes, and pumping station wetwells are primarily involved with oxygen-deficient or explosive atmospheres, lifting of heavy objects, and open manholes in traffic areas. Specific precautions relating thereto are as follows:
 - a. Extinguish all smoking materials before opening a manhole cover.
 - b. Never enter a manhole until the atmosphere has been tested.
 - c. There should always be sufficient manpower available to do the job without hazard to life or limb.

- d. The removal of manhole covers should not be attempted without the proper tools and then the rule, “**Lift with you legs instead of your back**” should be observed.
 - e. The covers of opened manholes should be laid flat on the ground at least two feet from the open manholes.
 - f. Inspect manhole steps before entering a manhole. Steps installed in the original manholes may have completely deteriorated. The original steps that remain may not be safe and should not be used in descending into the manhole. In precast concrete manholes which have steps and in brick manholes where steps have been replaced, be careful of slippery, loose, corroded, broken, or otherwise defective steps. Any defects in these steps should be repaired immediately.
 - g. Safety harnesses are required when descending a sewer. Two men should be above the manhole manning the lifeline should problems occur. Comply with all “Confined Space Entry” requirements.
 - h. Every manhole is required to have a cover. While the cover is not in place, the manhole opening shall be constantly attended by someone or protected by removable standard railings.
 - i. It is necessary that all workers be made aware of all hazards and know all safety precautions in reference to their work.
 - j. Signs and barricades should be placed around any manholes in which work is in progress.
 - k. Wear safety shoes when working in sewers.
2. Electrical Hazards: Hazards attendant to working on the electrical equipment, controls and wiring associated with the wastewater treatment and pumping facilities are primarily electrical shock, electrical fires, tripping and falling. Specific safe practices relating thereto are as follows:
- a. Do not ground yourself in water or on pipes or drains. Avoid contact when working near any electrical circuits or conductors.

- b. Allow only authorized people to work on electrical equipment and repairs.
- c. Positively “lock-out” and tag appropriate circuit breakers at the power panel before working on electrical equipment.
- d. Test power leads at the equipment with a voltmeter before contacting any normally energized component.
- e. Keep all electrical controls accessible and well marked.
- f. Keep rubber mats on the floor in front of electrical panels; keep edges trimmed so that they do not become a tripping hazard.
- g. Keep wires from becoming a tripping hazard.
- h. Work in pairs around electrical equipment.
- i. Switches which another person can turn on should be locked out and tagged with “Man on Line” signs when working on electrical equipment.
- j. Never use metal ladders around electrical equipment.
- k. Handle breaker wires as though they are “live” wires.
- l. When there is a question about any electrical hazard, ask a knowledgeable person before you expose yourself to it.
- m. Do not use any part of your body to test a circuit.
- n. Ground all electric tools and equipment.

If a person is exposed to severe electric shock and requires assistance, the following first aid procedures should be followed:

- a. The rescuer should disconnect source of power from equipment by main circuit breaker or disconnect switch, if possible.
 - b. The rescuer should separate the victim from the contact by using a long, very dry pole, a dry rope or length of dry cloth. Be sure hands are dry and that rescuer is standing on a dry surface.
 - c. If victim is unconscious, give artificial respiration, treat for shock and get medical attention for victim as soon as possible.
3. Mechanical Equipment Hazards: The exposed moving parts of some pieces of equipment pose a safety hazard to personnel working around the equipment. Accidental injury related to these parts can be prevented by installing stationary guards where necessary. These guards, which shield the moving part without interfering with its operation, should be considered for belts, wheels, chains, shafts, and any couplings between a piece of equipment and its drive motor or two moving parts of a piece of equipment. Protective guards are sometimes furnished in the form of screens, plates, hollow shells, or tubes by the manufacturer and installed when the equipment is put into service. The Operator should inspect the following parts for potential hazards:
- a. V-belts, drive chains, and horizontal or vertical drive shafts.
 - b. All exposed moving parts.

Guards should be kept in good condition and replaced if necessary. Bent or improperly fitting guards could rub and interfere with the movement of a belt, shaft, wheel, etc. Before a guard is replaced, the related piece of equipment should be shut off and the power disconnected.

In addition, certain pieces of equipment may pose noise problems. High noise levels will eventually cause serious injury to personnel coming into close contact with the equipment. Blowers enclosed in buildings often produce high noise levels. Some form of audio protection such as headsets or ear plugs should be provided for personnel working near the unit. However, before any corrective measure is taken, the personnel should make certain that the high noise level is not the result of a malfunction in the unit.

At no time should unauthorized personnel be allowed to come near a piece of machinery which poses a safety threat. Whether guards are installed or not, this protective measure should always be observed.

4. Explosive and Fire Hazards: Most gases found in sewer manholes, wetwells, pump stations, or in the enclosed portions of process equipment, with the exception of nitrogen and carbon dioxide are flammable. When any one of these gases is mixed with the oxygen in the air in the right proportions, explosive conditions exist. Fire hazards exist in connection with fuel and paint storage and use, as well as with the flammable gases encountered in the wastewater facilities. Recommended precautions relating to these conditions are as follows:
 - a. Extinguish all cigarettes or other smoking material before lifting a manhole or wetwell cover.
 - b. After removing the cover, insert the sensing probe of a combustible gas meter into the manhole or wetwell opening, traversing from top to bottom.
 - c. If an explosive or combustible atmosphere is detected, take the following steps:
 - (1) Notify supervisor, relating all available details.
 - (2) Request notification of police and fire department.
 - (3) Turn off any running engines in the vicinity.
 - (4) Route vehicles away from area using cones, flags, and barricades.
 - (5) Using proper testing procedures, inspect upstream and downstream manholes for explosive conditions to determine the extent of the problem.
 - (6) Notify sewage treatment plant Operator.

- (7) Attempt to locate source of problem and correct situation if possible.
 - (8) Cautiously ventilate system with a large blower, preferably from a safe upstream or downstream manhole.
- d. Use non-sparking tools and explosion-proof flashlights, when working in sewers.
 - e. Wear non-sparking footwear.
 - f. Permanently mount fire extinguishers with proper fire rating at all locations where fire hazards exist.
 - g. Have fire extinguishers at work location when working in manholes, wetwells or when performing welding operations.
 - h. Post “**No Smoking**” signs where a potential fire hazard exists.
 - i. Instruct employees in preventative action and control procedures in case of a fire.
 - j. Label all containers of flammable materials to indicate their contents.
 - k. Mark storage locations for flammable materials with signs reading “**Flammable Material.**”
 - l. Store flammable or combustible liquids in tanks or closed containers.
 - m. Clean up leakage or spills of flammable materials immediately and dispose of them promptly.
 - n. Inspect fire extinguishers annually, keep them charged, and test them at least once every two years.

Treatment plant management should be trained in first aid and fire-fighting techniques including proper use of hand fire extinguishers, early

control steps, and personnel evacuation procedures. All plant personnel should be instructed in first aid treatment for burns.

Burns to personnel are classified as follows:

- a. First degree burns - minor burns resulting from momentary contact with hot objects, hot water, or steam. Usual signs are:
 - (1) Slight redness or discoloration.
 - (2) Mild swelling and pain.
 - (3) No skin breakage or open wounds.

- b. Second degree burns - moderate burns resulting from more extensive contact with hot objects, hot water, steam, or flash burns from gasoline and other flammable liquids or gases. Second degree burns are characterized by damage to nerve endings at the skin surface. Usual signs are:
 - (1) Red or mottled appearance of skin.
 - (2) Blister development.
 - (3) Considerable swelling which persists for several days.
 - (4) Moist appearance of burned areas.

- c. Third degree burns - major burns resulting from direct contact with flame, ignited clothing, immersion in hot liquids, prolonged contact with hot objects, or electrical current. Usual signs are:
 - (1) Deep tissue destruction.
 - (2) White or charred appearance of burned area.
 - (3) Complete skin loss in burned area.

First aid treatment for each burn classification is as follows:

- a. First degree burns - Apply cold water applications or, if possible, immerse burned area in cool water; apply dry dressing to reduce air contact if necessary.
- b. Second degree burns - Immerse burned area in cold water (do not use ice water) until pain subsides; apply dry sterile gauze dressing; do not break blisters or remove damaged tissue; do not use antiseptic ointment or oils; elevate arms or legs, if affected.
- c. Third degree burns - Do not remove adhering particles of charred clothing; cover burned area with thick sterile gauze dressings; if hands or arms are involved, elevate above the victim's heart; if feet or legs are involved, keep elevated; if facial burns are involved, maintain victim in a sitting position and observe closely until transported; if respiration problems develop, maintain an open air-way; do not apply ointments; transport to a medical facility as soon as possible.

5. Health Hazards: Employees of the wastewater treatment plant who have come into contact with wastewater are exposed to the potential hazards of several waterborne diseases. The more serious diseases with which the employee may come in contact include typhoid fever, paratyphoid fever, dysentery, infectious jaundice, and various other intestinal infections. Tetanus and various skin infections must also be guarded against. Although the wastewater treatment plant Operator does not come into contact with these diseases nearly as much as a physician who would treat these diseases, there are certain safeguards and preventative measures which should be taken. The following are some of the protective measures and precautions that should be taken:

- a. The employee should never drink from any source other than a water fountain or water cooler. All other water sources should be considered contaminated and avoided.
- b. No cut or scratch should be considered too minor to receive attention. A fully stocked first-aid kit should be maintained to treat minor cuts and scratches. Major cuts should receive the attention of a physician.

- c. Wearing apparel such as rubberized cotton gloves, rubber boots, or rubber suits should be worn when employees cannot avoid contact with wastewater in such places as manholes or pump stations.
 - d. Employees should maintain immunization to diseases such as typhoid and tetanus at intervals recommended by a qualified physician.
 - e. Smoking should be avoided when the employee's hands have been in contact with wastewater.
 - f. An excellent rule to observe while at work in sewers, lift stations, or other duties which will require the employee to come in intimate contact with wastewater, sludge, etc., is to "**keep the hands below one's collar.**"
 - g. Employees who have come in contact with wastewater or sludge should wash their hands with hot water and soap, especially before eating or smoking.
 - h. For field work, a first-aid kit should be available.
 - i. Employees should at all times exercise good judgment in maintaining proper hygiene.
6. Oxygen Deficiency and Noxious Gas Hazards: Oxygen deficiency and noxious gases may occur in the following units or locations at the Hastings Wastewater Treatment Plant:
- a. Sewer manholes and pumping station wetwells.
 - b. Enclosed spaces containing wastewater subjected to decomposition in the surge tank and the sludge digester.
 - c. Underground structures such as abandoned cisterns, storm sewers, septic tanks, etc., in the community.

The common noxious gases encountered in wastewater facilities, in addition to chlorine, are hydrogen sulfide, carbon monoxide and methane. Hydrogen

sulfide is an irritant and a poisonous compound which can cause death in a few minutes at concentrations as low as 0.2%. It is easily recognizable by its rotten egg odor at low concentrations. Since it impairs the sense of smell at high concentrations, the lack of a perceptible odor should not be taken as a positive evidence that it is not present.

Carbon monoxide is a chemical asphyxiant and poisonous compound which can cause unconsciousness after 30 minutes exposure and death after four hours exposure at concentrations as low as 0.1%. It is colorless and odorless. Carbon monoxide is most usually present in the exhaust gases from internal combustion engines or in the products of combustion from open fires. A persistent headache, when in the presence of exhaust gases or in open fires, should alert personnel to the possibility of the presence of carbon monoxide, and should trigger the commencement of preventative measures.

Methane is a simple asphyxiant which replaces the oxygen in a closed environment. It is combustible and explosive when mixed with the proper proportions of oxygen. It is detected as combustible gas by use of a combustible gas meter.

Specific safe practices relative to oxygen deficiency or noxious gases are as follows:

- a. In closed spaces, allow no smoking or open flames, and guard against sparks.
- b. Use only safety, explosion-proof lighting equipment or mirrors.
- c. Test the atmosphere in the manhole for noxious gases, especially hydrogen sulfide, for oxygen deficiency before removing the cover.
- d. Always ventilate manholes and pump stations before entering.
- e. If atmosphere is normal, a worker may enter a manhole or wetwell with a safety harness attached. Two men must be available topside for each worker below ground. One man should hold the lifeline attached to the harness, the other should be wearing all equipment necessary to rescue the worker. Gas tests should be repeated at frequent intervals and the

worker's behavior should be closely watched, especially if working in a tank or pit containing scum or sludge on the bottom.

- f. If gas, or an oxygen deficiency is found, the structure should be ventilated with pure air by natural or artificial means. Use of compressed air or a portable blower is the most practical method of artificial ventilation. Gas tests should then be repeated and the atmosphere cleared as normal before workers enter. **ADEQUATE VENTILATION MUST BE MAINTAINED DURING WORK AND TESTS FREQUENTLY REPEATED.**
- g. If gas or oxygen deficiency is present and it is not practical or possible to ventilate adequately before workers enter (such as in the saving of life), a hose mask should be worn and extreme care should be taken to avoid all sources of ignition if flammable gas is present. Use safety lights (not ordinary flashlights), wear rubbers or non-sparking shoes, use non-sparking tools, etc.

Use the following first aid procedures if a person has been exposed to oxygen deficient conditions or noxious gases:

- a. Do not attempt to rescue the victim without proper respiratory equipment unless it is possible to ventilate the area thoroughly.
- b. Remove the victim to an open area.
- c. If the victim is not breathing, administer artificial respiration by the mouth-to-mouth or CPR procedure.
- d. After breathing is restored, treat the victim for shock by maintaining him in a prone position and taking steps to prevent loss of body heat.
- e. Obtain medical assistance and transport to hospital for observation and further treatment as required.

- 7. Laboratory Hazards: The chemicals used in laboratory testing can be acidic, caustic and/or poisonous. Glassware used in testing can cause injury from breakage. Gases given off in some chemicals react violently when brought in

contact with each other or with organic materials. These facts render it particularly important that an effective safety program be developed and adhered to in the operation of the treatment plant laboratory and in the performance of tests on the wastewater processed therein. Following are suggested safe practices to be followed in laboratory operations:

- a. Never work alone (be sure someone else is nearby in case of a mishap).
- b. Always have the proper safety equipment on hand and use it as required (safety glasses, fume hoods, eye washes, lab aprons, etc.).
- c. Many chemicals used in the lab are poisonous. Therefore, never pipette chemicals by mouth. Reagents should never be inhaled. Lab glassware should never be used as drinking cups.
- d. Before an unfamiliar chemical is used, the label or a chemistry book should be read to determine its properties. Never use a reagent found in an unlabeled bottle.
- e. Keep work area clean to prevent accidents due to accidental bumping of equipment.
- f. The laboratory should be continuously ventilated whenever tests are being run. For chemicals that require "adequate ventilation," work should be done under a fume hood.
- g. Glassware should be cleaned and rinsed immediately after each use. Wash glassware with hot water and detergent, rinse with cold water followed by warm water rinse, then allow to drip dry.
- h. Never use bare hands to handle chemicals or material under test. Use spatula, spoon, tongs, etc.
- i. All chemicals should be stored in approved containers with legible and correct labels.

- j. Place all waste oil, grease, mercury, volatile solvents, acids and caustic materials into proper waste containers for disposal rather than into the sanitary system or storm drain.
- k. Handle concentrated acids and alkalies with care. To dilute an acid always add acid to the water. Never add water to concentrated acid. In the following are first aid procedures to be used in early treatment for acid or caustic burns and for accidental ingestion of toxic chemicals:
 - l. Acid or alkali burns on the skin should be washed immediately with large amounts of cold water. Saturated boric acid solution should be used to neutralize alkali burns. Sodium bicarbonate (baking soda) should be used to neutralize acid burns.
 - m. The lab worker should keep a list of steps to take in case of ingestion for each toxic chemical in the laboratory. Almost any chemical may be poisonous if swallowed. Antidotes should normally be administered by a physician but if medical help is unavailable, the following “**Universal Antidote**” may be given to absorb the poison:
 - Activated Charcoal - 2 parts
 - Magnesium Oxide - 1 part
 - Tannic Acid - 1 part

This mixture should be given as 15 gm. (½ oz.) in a half glass of warm water. This mixture is useful in poisoning by acids, alkaloids, glucosides and the heavy metals. A vomit inducing substance may then be given except in cases involving corrosive substances.

Medical assistance should be sought as soon as possible in all cases involving severe acid and caustic burns or in the ingestion of poisonous or toxic substances. The nearest Poison Control Center should be contacted for assistance and advice on situations involving ingestion of poisonous or toxic materials.

8. Chemical Hazards: Sodium hypochlorite, sodium bisulfite, and alum have their own particular hazards, first aid measures, and personal protection measures. Refer to the Material Data Safety Sheets at the end of this Chapter.

E. SAFETY REFERENCES: The references listed below are available sources for information on hazards incidental to wastewater collection and treatment, and on the safe practices related thereto. Selected publications from this list should be maintained at the wastewater treatment plant to supplement the material in this Section.

1. Water Pollution Control Federation - Manual of Practice (MOP) No. 1 - Safety in Wastewater Works.
2. U.S. Environmental Protection Agency, Technical Bulletin - Safety in the Operation and Maintenance of Wastewater Treatment Works.
3. Chlorine Institute - Chlorine Manual.
4. U.S. Department of Labor - OSHA 2206 - General Industry Safety and Health Standards.
5. New York State Department of Health - Manual of Instruction for Sewage Treatment Plant Operators.
6. Water Pollution Control Federation - Manual of Practice (MOP) No. 18 - Simplified Laboratory Procedures for Wastewater Examination.

ACCIDENT REPORT FORM
HASTINGS WASTEWATER TREATMENT PLANT

EMPLOYEE NAME: _____ EMPLOYEE SS NO.: _____

DATE AND TIME OF ACCIDENT _____ 20__ ; _____ A.M. _____ P.M.

NATURE OF INJURY: (EXPLAIN IN DETAIL) _____

CAUSE OF INJURY (Improper work procedure; Failure to use Protective Equipment; Machine or Tool Failure, etc.) Explain: _____

WITNESSES: (1) _____

(2) _____

REPORTED BY: _____

REPORTED BY: _____

REVIEWER'S REMARKS: _____

RECOMMENDATIONS TO PREVENT A REPETITION OF ACCIDENT: _____

MATERIAL SAFETY DATA SHEET		Page 1 Issued: 26/Oct/2001	CAS No 7631-90-5
Company Details			
Name	Protea Industrial Chemicals	Emergency Phone Number	082-490-5011
Address	Killarney Ave. Killarney Gardens Milnerton, R.S.A. E Mail: evonmaltzahn@prochem.co.za	Tel	021-550-8100
		Fax	021-550-8180
1. Product and Company Identification:			
<u>Trade / Commercial Name</u>	SODIUM BISULFITE	RECEIVED	
<u>Chemical Name</u>	Sodium meta bisulphite	APR 22 2003	
<u>Formula</u>	NaHSO ₃ -Na ₂ S ₂ O ₅		
<u>Chemical Family</u>		Mittauer & Associates, Inc.	
<u>Synonyms</u>	Hydrogen sulfite sodium; Sodium acid sulfite; Sod. hydrogen sulfite; Sulfurous acid, monosodium salt		
<u>Un No</u>		<u>Hazchem Code</u>	2r
<u>ERG No.</u>		<u>EAC</u>	
2. Composition			
<u>Hazardous Components</u>			
3. Hazards Identification:			
Contact could cause burns to skin and eyes. Can react with oxidizing agents. Fire could produce irritating or poisonous gases. Runoff from fire-control or dilution water could cause pollution.			
4. First Aid Measures:			
<u>First Aid Skin</u>	Immediately remove contaminated clothing, including shoes. Flush body with plenty of water for at least 15 minutes.		
<u>First Aid Eyes</u>	Flush eyes with water for 15 minutes. Hold eyelids open while washing.		
<u>First Aid Ingested</u>	Immediately drink large amounts of water or milk.		
<u>First Aid Inhalation</u>	IMMEDIATELY remove to fresh air. Have victim lie down and keep warm.		
5. Fire Fighting Measures:			
Some of these materials may react violently with water. SMALL FIRES: Dry chemical, CO ₂ , Halon, water spray or alcohol foam. LARGE FIRES: Water spray, fog or standard foam is recommended. Move container from fire area if you can do it without risk. Cool containers that are exposed to flames with water from the side until well after the fire is out. Stay away from ends of tanks. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind; keep out of low areas. Positive-pressure self-contained breathing apparatus (SCBA) and chemical protective clothing that is specifically recommended by the shipper or manufacturer may be worn. It will provide little or no thermal protection. Structural firefighter's protective clothing is NOT effective with these materials.			
Accidental Release Measures:			
Full protective clothing including breathing apparatus Dilute (substance may be washed to drain with a lot of water) PRECAUTIONS: Restrict access to area. Provide adequate protective			

equipment and ventilation. Remove sources of heat and flame. Notify occupational and environmental authorities. SPILL OR LEAK: Do not touch spilled material. Stop leak if you can do it without risk. Use water spray to reduce vapours. SMALL SPILLS: Takeup with sand or other noncombustible absorbent material and place into containers for later disposal. LARGE SPILLS: Dike liquid spill for later disposal

7. Handling and Storage:

Separation of at least 3M from the following classes is recommended. Flammable Liquids Flammable Solids Spontaneously Combustibles Poison Fire separation of at least 5M or 4Hr fire resistant wall from the following classes is recommended. Flammable Gases Dangerous When Wet Oxidizing Agents Organic Peroxides Storage in the same room or space is prohibited with the following classes: The rooms or spaces should be at least 10M apart. Explosives Radioactive

8. Exposure Controls/Personal Protection:

	T W A OEL-RL SHORT TERM OEL-RL
<u>Occupation</u>	-----
<u>Exposure</u>	PPMa) MG/M3b) PPMa) MG/M3b)
<u>Limits</u>	-----
	- 5 - -
<u>Controls</u>	The control measures appropriate for a particular worksite depend on how this material is used and on the extent of exposure. The best protection is to enclose operations and/or provide local exhaust ventilation at the site of chemical release. Use a non-sparking, grounded ventilation system separate from other exhaust ventilation systems. Exhaust directly to the outside. Supply sufficient replacement air to make up for air removed. Have a safety shower/eye wash fountain readily available in the immediate work area
<u>Personal Protection</u>	If engineering controls and work practices are not effective in controlling this material, then wear suitable personal protection equipment, including chemical safety goggles & face shield, boots, imperious gloves, coveralls, & respiratory protection. Have appropriate equipment available for use in emergencies.

9. Physical and Chemical Properties:

Corrosive, acidic solutions with a noticeable odour of sulphur dioxide.

10. Stability and Reactivity:

Conditions To Avoid

Incompatible Material

Other

11. Toxicological Information:

12. Ecological Information:

No ecological problems are expected when the product is handled and used with due care.

13. Disposal Considerations:

Disposal Method Product There are no uniform EC regulations for the disposal of chemicals or residues. Chemical residues generally count as special waste. The disposal of the latter is regulated in the EC member countries through corresponding laws and regulations. We recommend that you contact the authorities in charge or approved waste disposal companies which will advise you on how to dispose of special waste.

Disposal Method Disposal in accordance with local legal provisions.

Packaging

14. Transport Information:

<u>EAC</u>	<u>Hazchem Code</u>	2r
	<u>ERG No.</u>	
	<u>IMDG-Packaging Group</u>	III
<u>Marine Polutant</u>	yes	
<u>Class</u>	Not regulated	
<u>Subsidiary Risks</u>	None	
<u>Tremcard Number</u>	****	

15. Regulatory Information:

<u>EEC Hazard Classification</u>	8
<u>Risk Phases</u>	Causes severe burns
<u>Safety Phases</u>	Keep out of reach of children In case of contact with eyes, rinse immediately with plenty of water and seek medical advise Never add water to this product
<u>National Legislation</u>	

16: Other Information:

Reason for Alteration: General update. The information contained herein is based on the present state of our knowledge. It characterizes the product with regard to the appropriate safety precautions. It does not represent a guarantee of the properness of the product.

All information is given in good faith but without guarantee in respect of accuracy and no responsibility is accepted for errors or omissions or the consequences thereof

MATERIAL SAFETY DATA SHEET		Page 1 Issued: 26/Oct/2001	CAS No 7681-52-9
Company Details			
Name	Protea Industrial Chemicals	Emergency Phone Number	082-490-5011
Address	Killarney Ave. Killarney Gardens Milnerton, R.S.A. E Mail: evonmaltzahn@prochem.co.za	Tel	021-550-8100
		Fax	021-550-8180
1. Product and Company Identification:			
<u>Trade / Commercial Name</u>	SODIUM HYPOCHLORITE 10 - 12.5% (M/V)	RECEIVED APR 18 2003 Mittauer & Associates, Inc.	
<u>Chemical Name</u>	Sodium hypochlorite, solution conc> 10% active Cl		
<u>Formula</u>	NaOCl		
<u>Chemical Family</u>	Hypochlorites		
<u>Synonyms</u>	Hypo, Jik, Bleach, Javal		
<u>Un No</u>	1791	<u>Hazchem Code</u>	2r
<u>ERG No.</u>	154	<u>EAC</u>	59
2. Composition			
<u>Hazardous Components</u>	Sodium hypochlorite (Cl > 10 % m/v)		
3. Hazards Identification:			
Corrosive Poisonous if inhaled or swallowed. Skin contact poisonous. Contact could cause burns to skin and eyes. Fire could produce irritating or poisonous gases. Runoff from fire-control or dilution water could cause pollution. Irritation of skin and eyes; pulmonary irritant.			
4. First Aid Measures:			
<u>First Aid Skin</u>	Wash off with water. Remove clothing. Shower thoroughly.		
<u>First Aid Eyes</u>	Flush eyes with water for 15 minutes. Hold eyelids open while washing.		
<u>First Aid Ingested</u>	Do not induce vomiting.		
<u>First Aid Inhalation</u>	Remove from contaminated area. Give oxygen. CPR if indicated.		
5. Fire Fighting Measures:			
Solution is non flammable SMALL FIRES: Dry chemical, CO2, Halon, water spray or alcohol foam. LARGE FIRES: Water spray, fog or standard foam is recommended. Move container from fire area if you can do it without risk. Cool containers that are exposed to flames with water from the side until well after the fire is out. Stay away from ends of tanks. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind; keep out of low areas. Positive-pressure self-contained breathing apparatus (SCBA) and chemical protective clothing that is specifically recommended by the shipper or manufacturer may be worn. It will provide little or no thermal protection. Structural firefighter's protective clothing is NOT effective with these materials.			
6. Accidental Release Measures:			
Full protective clothing including breathing apparatus Dilute (substance may be washed to drain with a lot of water) PRECAUTIONS: Restrict access to area. Provide adequate protective equipment and ventilation. Remove sources of heat and flame. Notify occupational and environmental authorities. SPILL OR LEAK: Do not touch spilled material. Stop leak if you			

can do it without risk. Use water spray to reduce vapours. SMALL SPILLS: Takeup with sand or other noncombustible absorbent material and place into containers for later disposal. LARGE SPILLS: Dike liquid spill for later disposal

7. Handling and Storage:

Separation of at least 3M from the following classes is recommended. Flammable Liquids Flammable Solids Spontaneously Combustibles Poison Fire separation of at least 5M or 4Hr fire resistant wall from the following classes is recommended. Flammable Gases Dangerous When Wet Oxidizing Agents Organic Peroxides Storage in the same room or space is prohibited with the following classes: The rooms or spaces should be at least 10M apart. Explosives Radioactive

8. Exposure Controls/Personal Protection:

Occupation

Exposure No Exposure Limits Established for Sodium hypochlorite

Limits

Controls The control measures appropriate for a particular worksite depend on how this material is used and on the extent of exposure. The best protection is to enclose operations and/or provide local exhaust ventilation at the site of chemical release. Use a non-sparking, grounded ventilation system separate from other exhaust ventilation systems. Exhaust directly to the outside. Supply sufficient replacement air to make up for air removed. Have a safety shower/eye wash fountain readily available in the immediate work area

Personal Protection

If engineering controls and work practices are not effective in controlling this material, then wear suitable personal protection equipment, including chemical safety goggles & face shield, boots, imperious gloves, coveralls, & respiratory protection. Have appropriate equipment available for use in emergencies.

9. Physical and Chemical Properties:

Colour: yellowish solution. which may contain small amounts of precipitate Chlorine content: 10 - 12.5 % m/v Alkalinity: 1.0 - 2.0 m/v (as NaOH) SG @ 20 deg C: 1.20 maximum Completely soluble in water. Sodium hypochlorite at high concentrations is unstable and deteriorates with exposures to heat and UV light. Product should be diluted asap to at least 6 % to improve stability. Shelf life at 12.5 % is approximately 3 - 5 days

10. Stability and Reactivity:

Conditions To Avoid

High temperatures and light will cause the product to deteriorate. Precipitates (chlorates) will form and the product will turn brown/black. Gas will form which may lead to containers bursting.

Incompatible Material

Reacts with acids and releases toxic chlorine gas and oxygen. Powerful oxidizing agent.

Other

11. Toxicological Information:

Acute toxicity:

Released Chlorine is toxic by inhalation.

Skin and eye contact:

Irritating to skin causing burns, blistering and frofrobite.

Chronic toxicity:

Prolonged exposure to skin will result in dermatitis, to eyes - conjunctivitis, inhalation - adversely effect respiratory tract.

12. Ecological Information:

No ecological problems are expected when the product is handled and used with due care.

13. Disposal Considerations:

Disposal
Method
Product

There are no uniform EC regulations for the disposal of chemicals or residues. Chemical residues generally count as special waste. The disposal of the latter is regulated in the EC member countries through corresponding laws and regulations. We recommend that you contact the authorities in charge or approved waste disposal companies which will advise you on how to dispose of special waste.

Disposal
Method
Packaging

Disposal in accordance with local legal provisions.

14. Transport Information:

<u>UN No</u>	1791	<u>Hazchem Code</u>	2r
<u>EAC</u>	59	<u>ERG No.</u>	154
<u>IMDG Code</u>	8177	<u>IMDG-Packaging Group</u>	II/III
<u>Marine Polution</u>	yes		
<u>Class</u>	Class: 8 Corrosive Group: II/III		
<u>Subsidiary Risks</u>	None		
<u>Tremcard Number</u>	45/80G12		

15. Regulatory Information:

<u>EEC Hazard Classification</u>	8
<u>Risk Phases</u>	R36/37/38 - Irritating to eyes, respiratory system and skin Contact with acids liberates toxic gas Causes burns
<u>Safety Phases</u>	S2 - Keep out of reach of children S13 - Keep away from food, drink and feed S46 - If swallowed, seek medical advice
<u>National Legislation</u>	None

16. Other Information:

Reason for Alteration: General update. The information contained herein is based on the present state of our knowledge. It characterizes the product with regard to the appropriate safety precautions. It does not represent a guarantee of the properness of the product.

All information is given in good faith but without guarantee in respect of accuracy and no responsibility is accepted for errors or omissions or the consequences thereof

ALUMINUM SULFATE

MSDS Number: A2914 --- Effective Date: 12/10/99

1. Product Identification

Synonyms: Sulfuric acid, aluminum salt (3:2), octadeca hydrate; Cake alum; Patent alum

CAS No.: 10043-01-3 (Anhydrous) 7784-31-8 (Octadecahydrate)

Molecular Weight: 666.44

Chemical Formula: Al₂(SO₄)₃·18H₂O

Product Codes:

J.T. Baker: 0564

Mallinckrodt: 3208

RECEIVED

APR 18 2003

Mittauer & Associates, Inc.

2. Composition/Information on Ingredients

Ingredient	CAS No	Percent	Hazardous
Aluminum Sulfate	10043-01-3	98 - 100%	Yes

3. Hazards Identification

Emergency Overview

WARNING! HARMFUL IF SWALLOWED OR INHALED. CAUSES IRRITATION TO SKIN, EYES AND RESPIRATORY TRACT.

J.T. Baker SAF-T-DATA^(tm) Ratings (Provided here for your convenience)

Health Rating: 1 - Slight

Flammability Rating: 0 - None

Reactivity Rating: 0 - None

Contact Rating: 2 - Moderate

Lab Protective Equip: GOGGLES; LAB COAT

Storage Color Code: Orange (General Storage)

Potential Health Effects

This material hydrolyzes in water to form sulfuric acid, which is responsible for the irritating effects given below.

Inhalation:

Causes irritation to the respiratory tract. Symptoms may include coughing, shortness of breath.

Ingestion:

Causes irritation to the gastrointestinal tract. Symptoms may include nausea, vomiting and diarrhea. There have been two cases of fatal human poisonings from ingestion of 30 grams

of alum.

Skin Contact:

Causes irritation to skin. Symptoms include redness, itching, and pain.

Eye Contact:

Causes irritation, redness, and pain.

Chronic Exposure:

No information found.

Aggravation of Pre-existing Conditions:

No information found.

4. First Aid Measures

Inhalation:

Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention.

Ingestion:

If swallowed, DO NOT INDUCE VOMITING. Give large quantities of water. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Skin Contact:

Wipe off excess material from skin then immediately flush skin with plenty of water for at least 15 minutes. Remove contaminated clothing and shoes. Get medical attention. Wash clothing before reuse. Thoroughly clean shoes before reuse.

Eye Contact:

Immediately flush eyes with plenty of water for at least 15 minutes, lifting upper and lower eyelids occasionally. Get medical attention.

5. Fire Fighting Measures

Fire:

Not considered to be a fire hazard.

Explosion:

Not considered to be an explosion hazard.

Fire Extinguishing Media:

Keep in mind that addition of water can cause the formation of sulfuric acid.

Special Information:

In the event of a fire, wear full protective clothing and NIOSH-approved self-contained breathing apparatus with full facepiece operated in the pressure demand or other positive pressure mode.

6. Accidental Release Measures

Ventilate area of leak or spill. Keep unnecessary and unprotected people away from area of spill. Wear appropriate personal protective equipment as specified in Section 8. Spills: Pick up and place in a suitable container for reclamation or disposal, using a method that does not generate dust. Cover spill with sodium bicarbonate or soda ash and mix. US Regulations (CERCLA) require reporting spills and releases to soil, water and air in excess of reportable quantities. The toll free number for the US Coast Guard National Response Center is (800) 424-8802.

7. Handling and Storage

Keep in a tightly closed container, stored in a cool, dry, ventilated area. Protect against physical damage. Isolate from incompatible substances. Aluminum sulfate absorbs moisture and becomes a safety hazard when spilled because it absorbs moisture and becomes slippery. Containers of this material may be hazardous when empty since they retain product residues (dust, solids); observe all warnings and precautions listed for the product.

8. Exposure Controls/Personal Protection

Airborne Exposure Limits:

-OSHA Permissible Exposure Limit (PEL):

2 mg/m³ (TWA) soluble salts as Al

-ACGIH Threshold Limit Value (TLV):

2 mg/m³ (TWA) soluble salts as Al

Ventilation System:

A system of local and/or general exhaust is recommended to keep employee exposures below the Airborne Exposure Limits. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at its source, preventing dispersion of it into the general work area. Please refer to the ACGIH document, *Industrial Ventilation, A Manual of Recommended Practices*, most recent edition, for details.

Personal Respirators (NIOSH Approved):

If the exposure limit is exceeded, a half-face dust/mist respirator may be worn for up to ten times the exposure limit or the maximum use concentration specified by the appropriate regulatory agency or respirator supplier, whichever is lowest. A full-face piece dust/mist respirator may be worn up to 50 times the exposure limit, or the maximum use concentration specified by the appropriate regulatory agency, or respirator supplier, whichever is lowest. For emergencies or instances where the exposure levels are not known, use a full-facepiece positive-pressure, air-supplied respirator. WARNING: Air-purifying respirators do not protect workers in oxygen-deficient atmospheres.

Skin Protection:

Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact.

Eye Protection:

Use chemical safety goggles and/or full face shield where dusting or splashing of solutions is possible. Maintain eye wash fountain and quick-drench facilities in work area.

9. Physical and Chemical Properties

Appearance:

Colorless crystals.

Odor:

Odorless.

Solubility:

87 g/100 cc water @ 0C (32F).

Specific Gravity:

1.69 @ 17C/4C

pH:

No information found.
% Volatiles by volume @ 21C (70F):
 0
Boiling Point:
 No information found.
Melting Point:
 87C (189F) Decomposes.
Vapor Density (Air=1):
 No information found.
Vapor Pressure (mm Hg):
 No information found.
Evaporation Rate (BuAc=1):
 No information found.

10. Stability and Reactivity

Stability:
 Stable under ordinary conditions of use and storage.
Hazardous Decomposition Products:
 Hydrolyzes to form dilute sulfuric acid. Toxic and corrosive oxides of sulfur may be formed when heated to decomposition.
Hazardous Polymerization:
 Will not occur.
Incompatibilities:
 Corrosive to metals in the presence of water.
Conditions to Avoid:
 Moisture and incompatibles.

11. Toxicological Information

Anhydrous Material: Oral mouse LD50: 6207 mg/kg; investigated as a mutagen and reproductive effector.

18-Hydrate: Oral mouse LD50: > 9 gm/kg; investigated as a mutagen.

-----\Cancer Lists\-----

Ingredient	---NTP Carcinogen---		IARC Category
	Known	Anticipated	
Aluminum Sulfate (10043-01-3)	No	No	None

12. Ecological Information

Environmental Fate:
 No information found.
Environmental Toxicity:
 No information found.

13. Disposal Considerations

Whatever cannot be saved for recovery or recycling should be managed in an appropriate and approved waste disposal facility. Processing, use or contamination of this product may change the waste management options. State and local disposal regulations may differ from federal disposal regulations. Dispose of container and unused contents in accordance with federal, state and local requirements.

14. Transport Information

Not regulated.

15. Regulatory Information

-----\Chemical Inventory Status - Part 1\-----				
Ingredient	TSCA	EC	Japan	Australia
Aluminum Sulfate (10043-01-3)	Yes	Yes	Yes	Yes

-----\Chemical Inventory Status - Part 2\-----				
Ingredient	Korea	DSL	NDSL	Phil.
Aluminum Sulfate (10043-01-3)	Yes	Yes	No	No

-----\Federal, State & International Regulations - Part 1\-----				
Ingredient	-SARA 302-		-----SARA 313-----	
	RQ	TPQ	List	Chemical Catg.
Aluminum Sulfate (10043-01-3)	No	No	No	No

-----\Federal, State & International Regulations - Part 2\-----			
Ingredient	CERCLA	-RCRA-	-TSCA-
		261.33	8 (d)
Aluminum Sulfate (10043-01-3)	5000	No	No

Chemical Weapons Convention: No TSCA 12 (b): No CDTA: No
 SARA 311/312: Acute: Yes Chronic: No Fire: No Pressure: No
 Reactivity: No (Mixture / Solid)

Australian Hazchem Code: No information found.

Poison Schedule: No information found.

WHMIS:

This MSDS has been prepared according to the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

16. Other Information

NFPA Ratings: Health: 2 Flammability: 0 Reactivity: 0

Label Hazard Warning:

WARNING! HARMFUL IF SWALLOWED OR INHALED. CAUSES IRRITATION TO SKIN,

EYES AND RESPIRATORY TRACT.

Label Precautions:

Avoid breathing dust.

Keep container closed.

Use only with adequate ventilation.

Wash thoroughly after handling.

Avoid contact with eyes, skin and clothing.

Label First Aid:

If swallowed, DO NOT INDUCE VOMITING. Give large quantities of water. Never give anything by mouth to an unconscious person. If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. In case of contact, wipe off excess material from skin then immediately flush eyes or skin with plenty of water for at least 15 minutes. Remove contaminated clothing and shoes. Wash clothing before reuse. In all cases, get medical attention.

Product Use:

Laboratory Reagent.

APPENDICES

APPENDIX A1

DRAWINGS

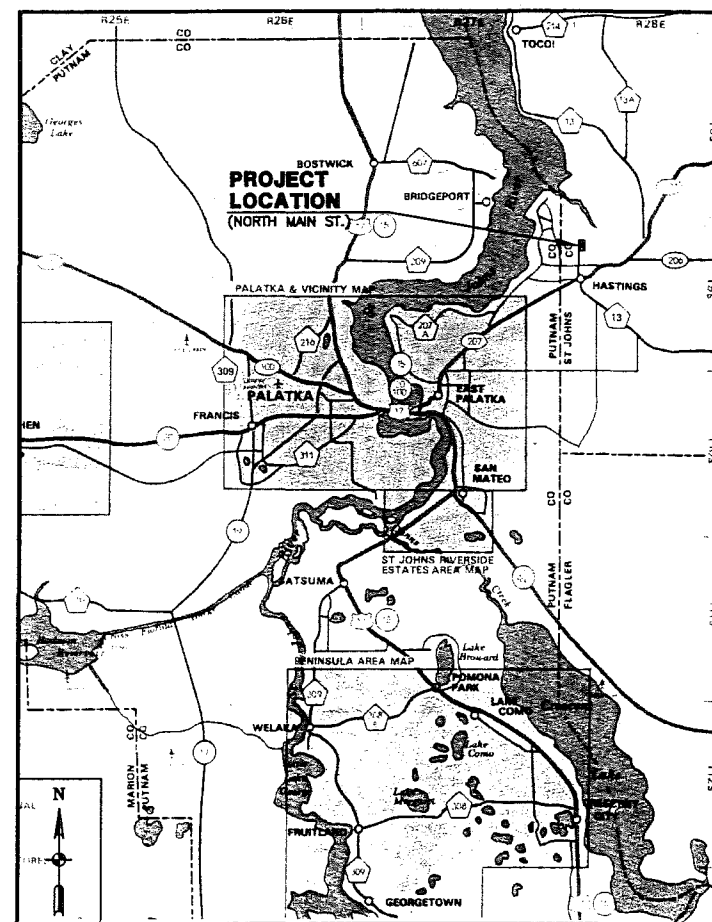
**DEP PHASE II WWTP IMPROVEMENTS
FOR TOWN OF HASTINGS, FLORIDA**

RD WASTEWATER TREATMENT PLANT IMPROVEMENTS

FOR

TOWN OF HASTINGS, FLORIDA

M & A Project No. 9510-05-1



VICINITY MAP

ED SINGLETON, JR.
MAYOR

CORA C. HARRISON
COUNCIL MEMBER

TOM JONES
COUNCIL MEMBER

TOM WARD
COUNCIL MEMBER

SHELBY VARNES
TOWN CLERK/MANAGER

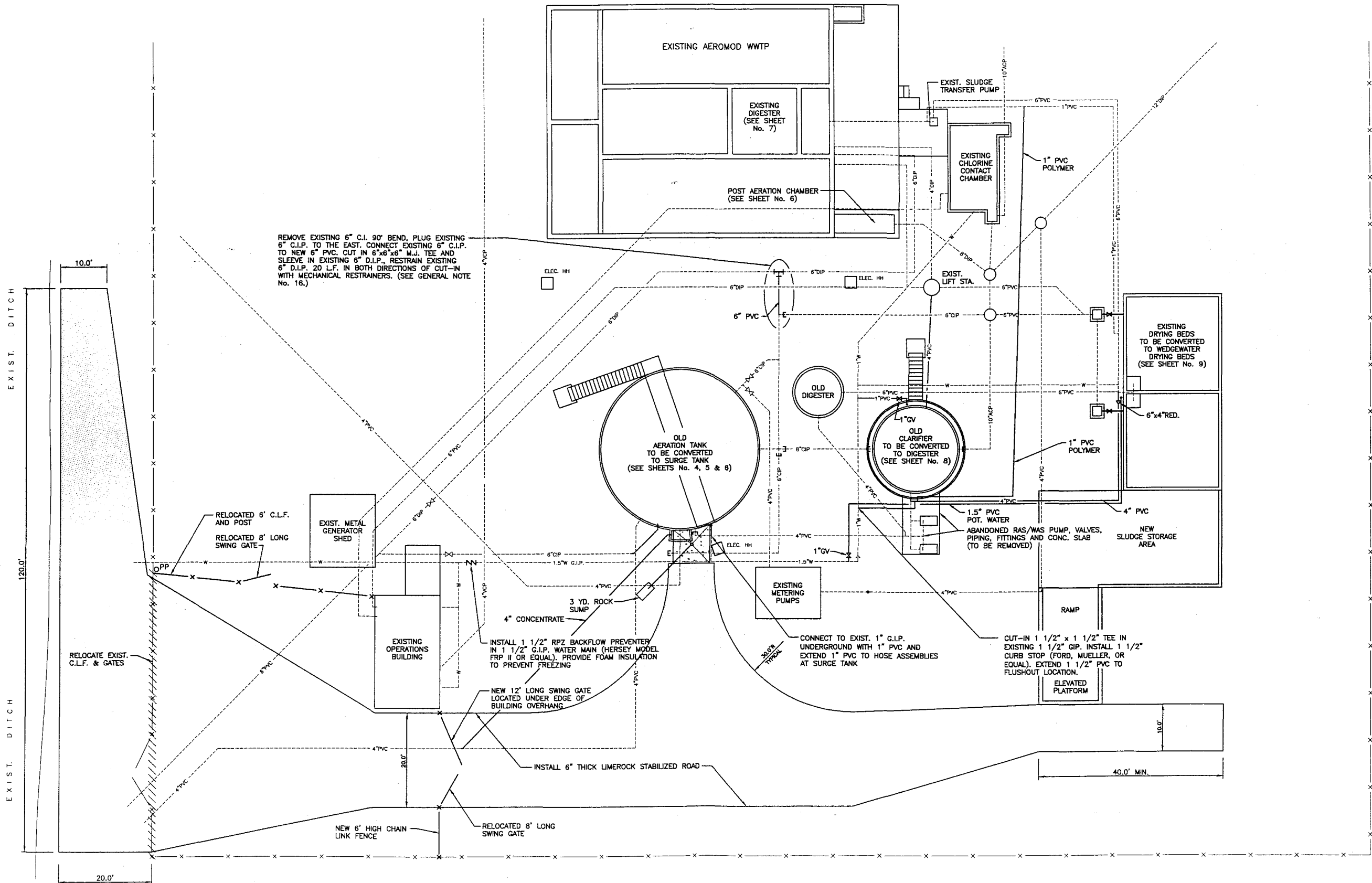


MITTAUER & ASSOCIATES, INC.

CONSULTING ENGINEERS

ORANGE PARK, FLORIDA

DECEMBER, 1998



REMOVE EXISTING 6" C.I. 90° BEND, PLUG EXISTING 6" G.I.P. TO THE EAST. CONNECT EXISTING 6" C.I.P. TO NEW 6" PVC. CUT IN 6"x6"x6" M.J. TEE AND SLEEVE IN EXISTING 6" D.I.P. RESTRAIN EXISTING 6" D.I.P. 20 L.F. IN BOTH DIRECTIONS OF CUT-IN WITH MECHANICAL RESTRAINERS. (SEE GENERAL NOTE No. 16.)

RELOCATE EXIST. C.L.F. & GATES

RELOCATED 6" C.L.F. AND POST
RELOCATED 8' LONG SWING GATE

INSTALL 1 1/2" RPZ BACKFLOW PREVENTER IN 1 1/2" G.I.P. WATER MAIN (HERSEY MODEL FRP II OR EQUAL). PROVIDE FOAM INSULATION TO PREVENT FREEZING

NEW 12' LONG SWING GATE LOCATED UNDER EDGE OF BUILDING OVERHANG

INSTALL 6" THICK LIMEROCK STABILIZED ROAD

NEW 6' HIGH CHAIN LINK FENCE

RELOCATED 8' LONG SWING GATE

1.5" PVC POT. WATER ABANDONED RAS/WAS PUMP, VALVES, PIPING, FITTINGS AND CONC. SLAB (TO BE REMOVED)

RAMP

ELEVATED PLATFORM

CUT-IN 1 1/2" x 1 1/2" TEE IN EXISTING 1 1/2" G.I.P. INSTALL 1 1/2" CURB STOP (FORD, MUELLER, OR EQUAL). EXTEND 1 1/2" PVC TO FLUSHOUT LOCATION.

NEW SLUDGE STORAGE AREA

1" PVC POLYMER

EXISTING DRYING BEDS TO BE CONVERTED TO WEDGewater DRYING BEDS (SEE SHEET No. 9)

6"x4" RED.

4" PVC

1" PVC POLYMER

1.5" PVC

ABANDONED RAS/WAS PUMP, VALVES, PIPING, FITTINGS AND CONC. SLAB (TO BE REMOVED)

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

1" G.V.

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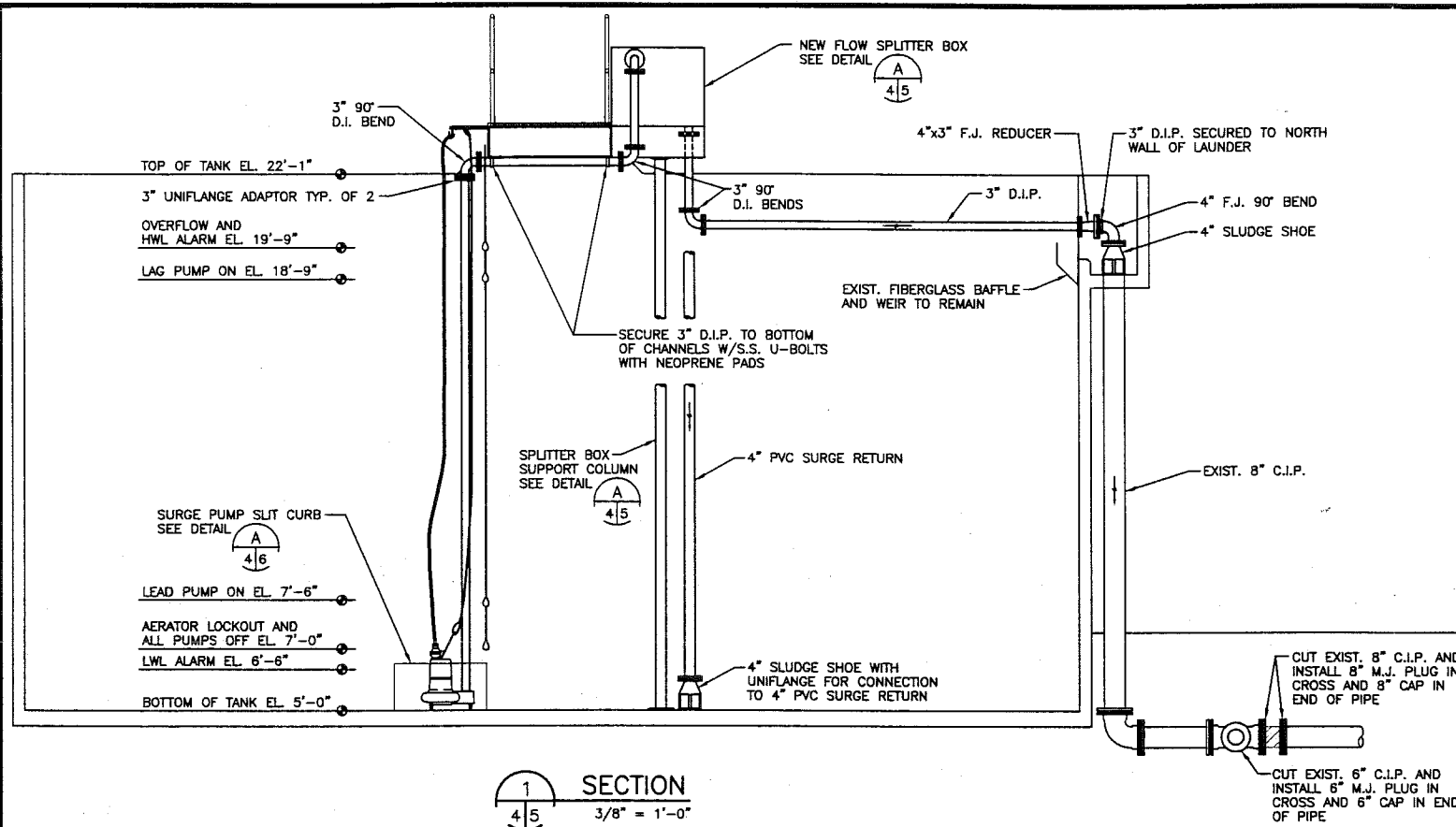
TOWN OF HASTINGS
RD Wastewater Treatment Plant Improvements
Site Plan and Yard Piping Plan
St. Johns County, Florida

JOB No.
9510-05-1
SHEET No.
3
OF

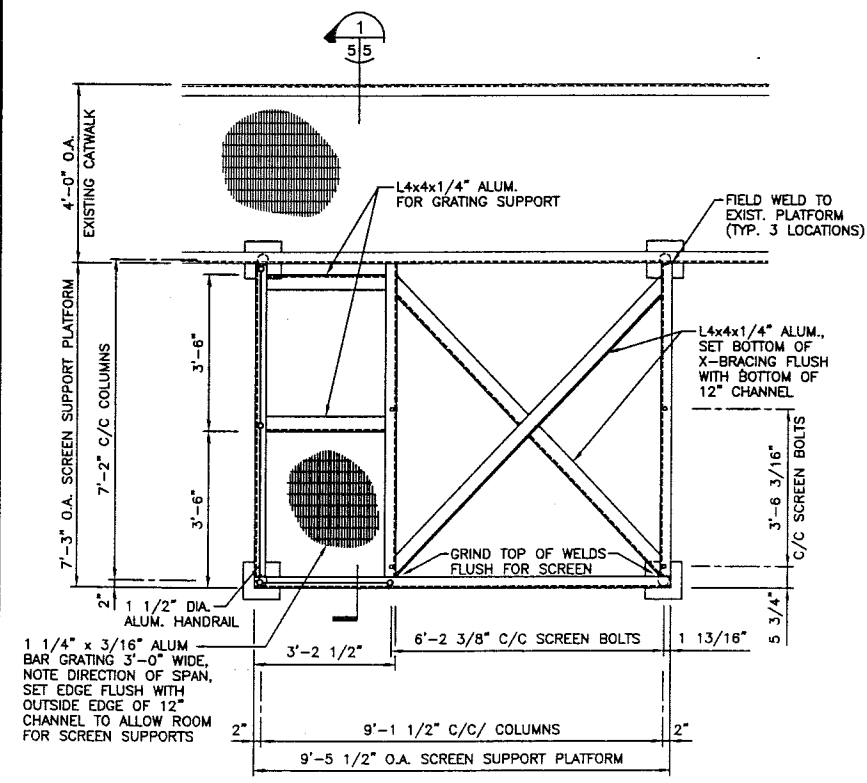
NO.	DATE	BY	REVISION DESCRIPTION
DESIGN	12/3/88		
DRAWN			
CHKD			
APRV			
DATE	7/27/99		
NO.	5/6/98		
DATE			
BY			
RECORD DRAWING			
CHANGE ORDER No. 1			

SCALE: 1" = 10'

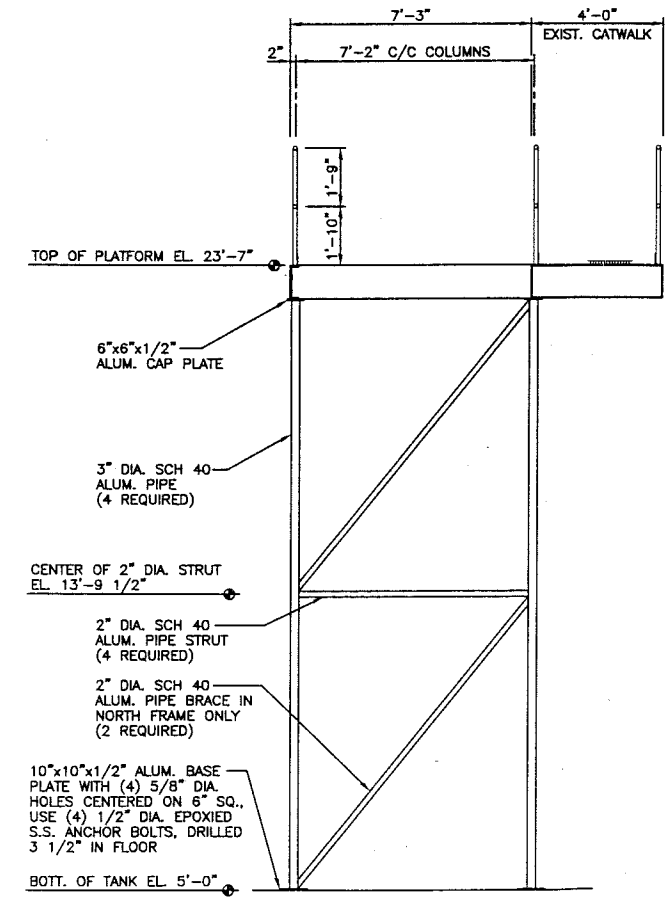




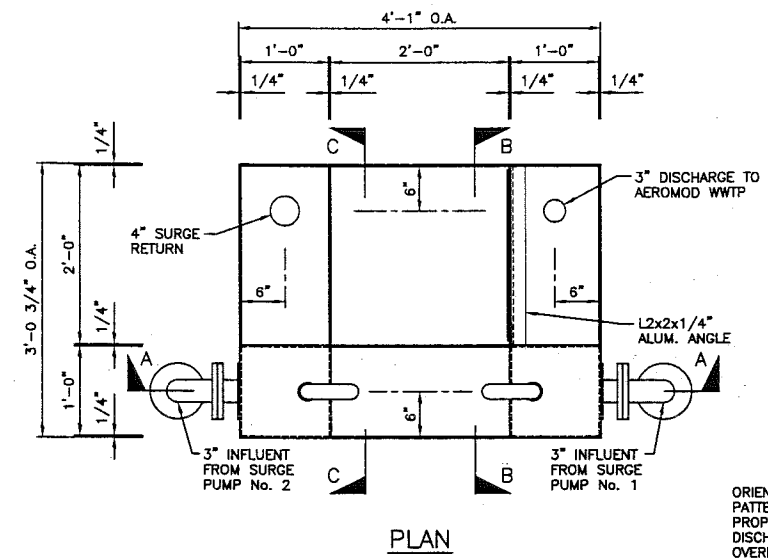
SECTION
1/45
3/8" = 1'-0"



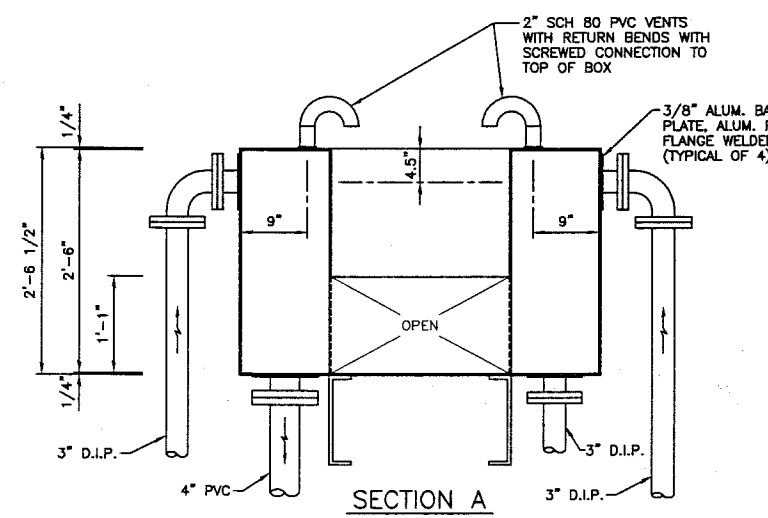
SCREEN PLATFORM - PLAN
1/2" = 1'-0"



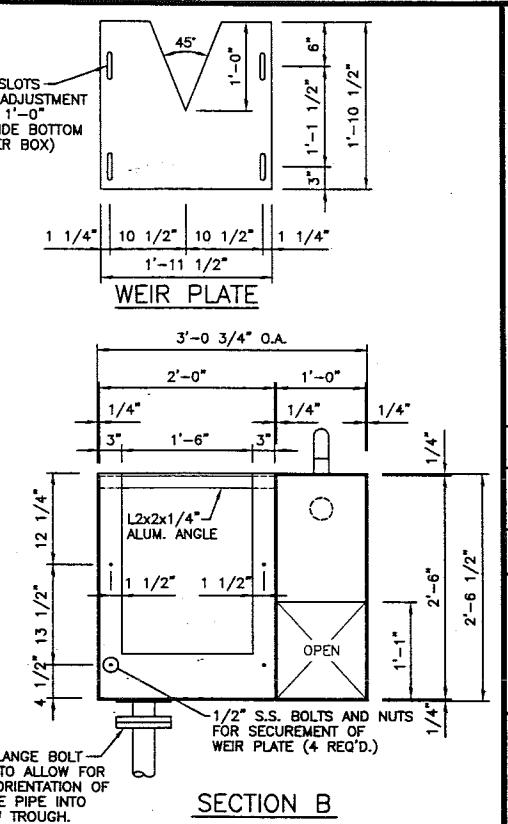
SECTION
1/55
3/8" = 1'-0"



PLAN

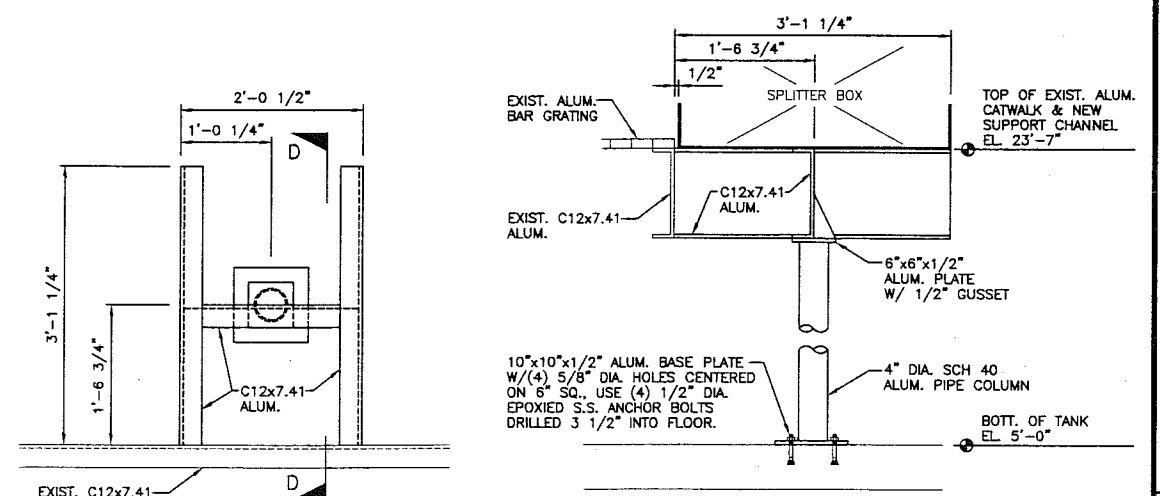


SECTION A



SECTION B

SECTION C

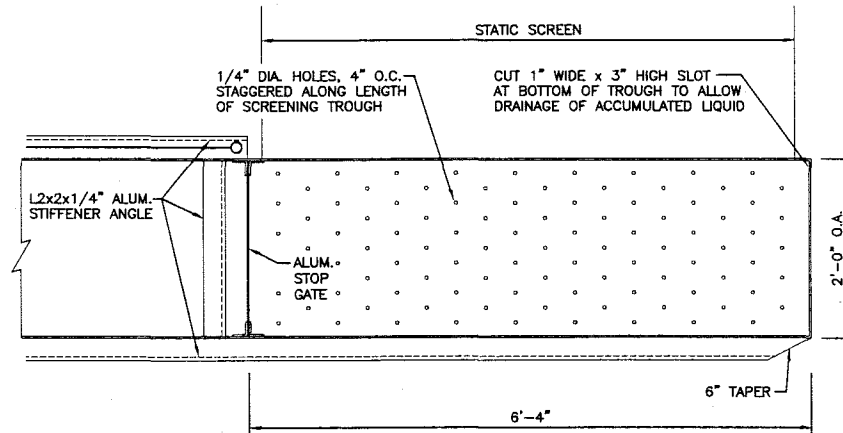


SUPPORT PLAN

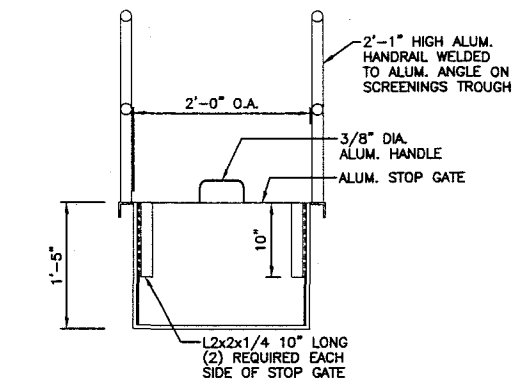
SECTION D

FLOW SPLITTER BOX - DETAIL
1" = 1'-0"

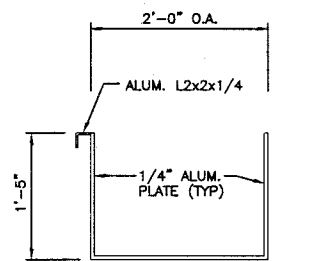
DESIGN	BY	REVISION DESCRIPTION
DRAWN	DATE	
CHECKED	NO.	
APPROVED	DATE	
MITTAUER & ASSOCIATES, INC. CONSULTING ENGINEERS 1202 Kingsley Avenue, Orange Park, Florida (904) 278-0030		
TOWN OF HASTINGS RD Wastewater Treatment Plant Improvements Surge Tank - Mechanical & Structural St. Johns County, Florida		
JOB NO.	9510-05-1	
SHEET NO.	5	



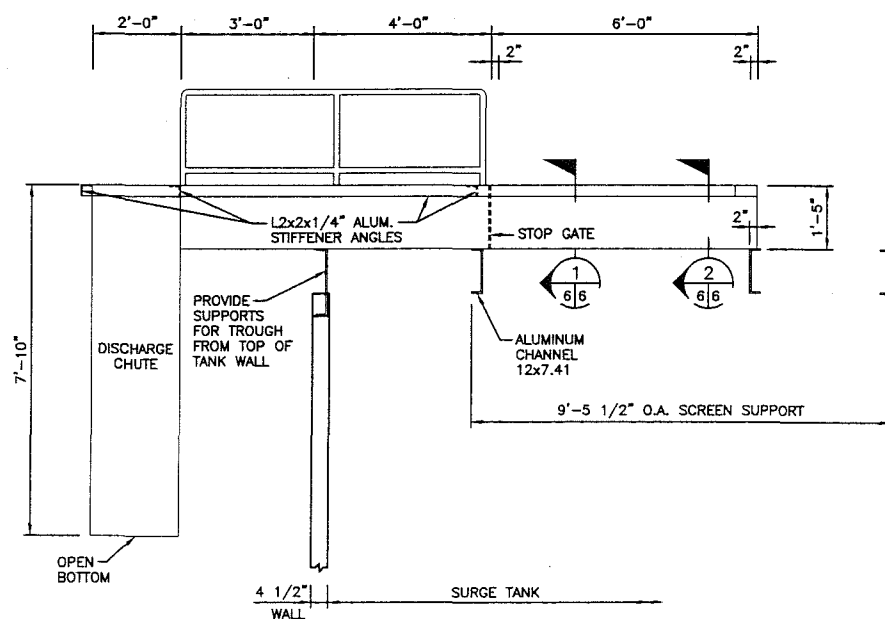
SCREENING TROUGH - BOTTOM
1" = 1'-0"



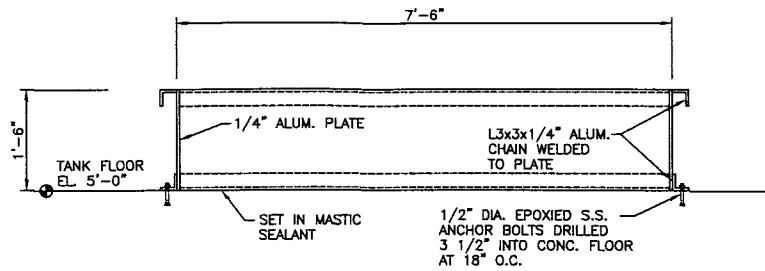
1 SECTION AT STOP GATE
1" = 1'-0"



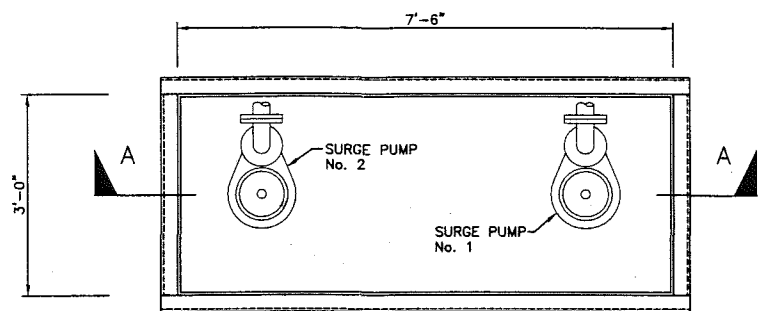
2 TROUGH SECTION
1" = 1'-0"



SCREENINGS TROUGH - EAST ELEVATION
1/2" = 1'-0"

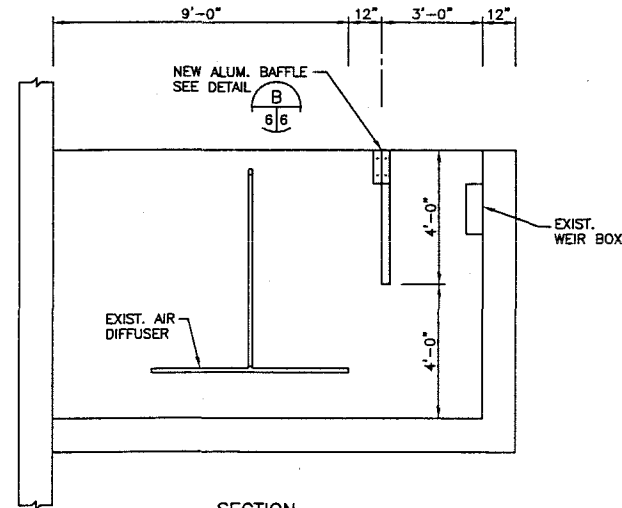


SECTION A

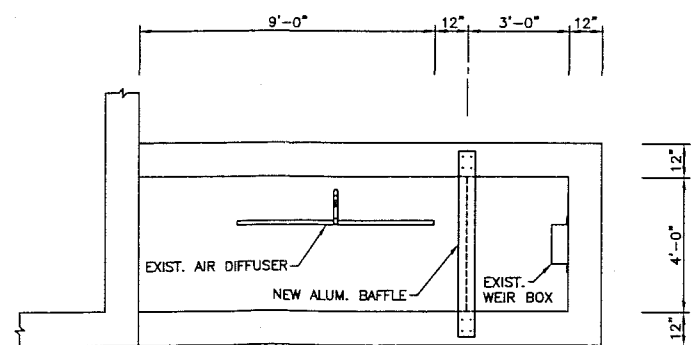


PLAN

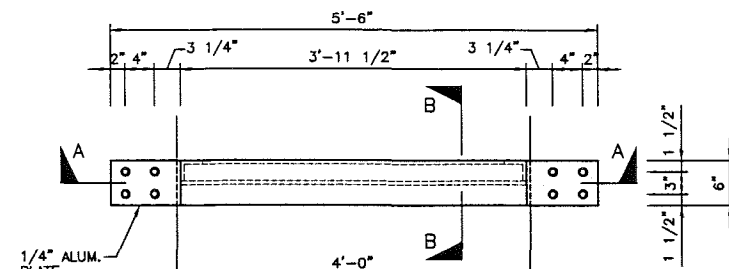
4/6 SILT CURB - DETAIL
3/4" = 1'-0"



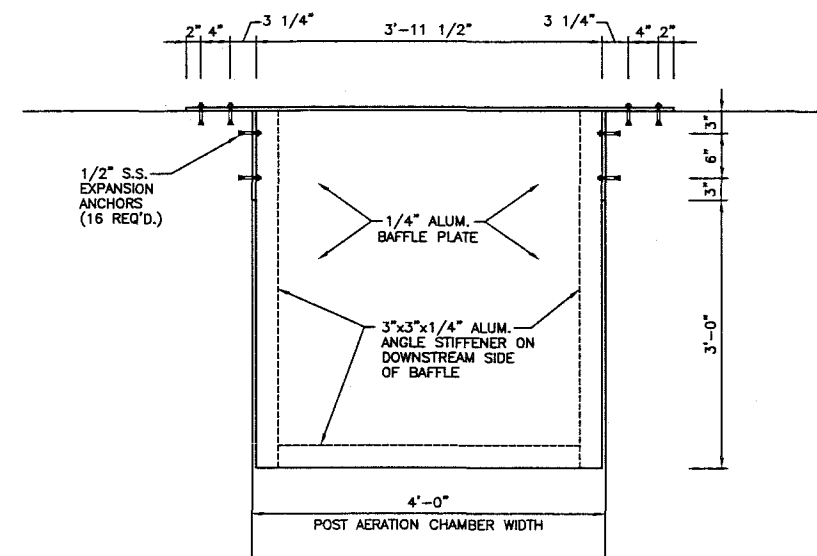
SECTION



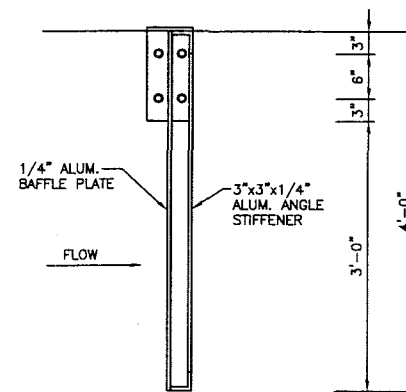
PLAN



PLAN



SECTION A



SECTION B

1/3/6 POST AERATION CHAMBER MODIFICATIONS
3/8" = 1'-0"

B/6 ALUMINUM BAFFLE - DETAIL
1" = 1'-0"

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CONSULTING ENGINEERS
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TOWN OF HASTINGS
RD Wastewater Treatment Plant Improvements
Miscellaneous Details
St. Johns County, Florida

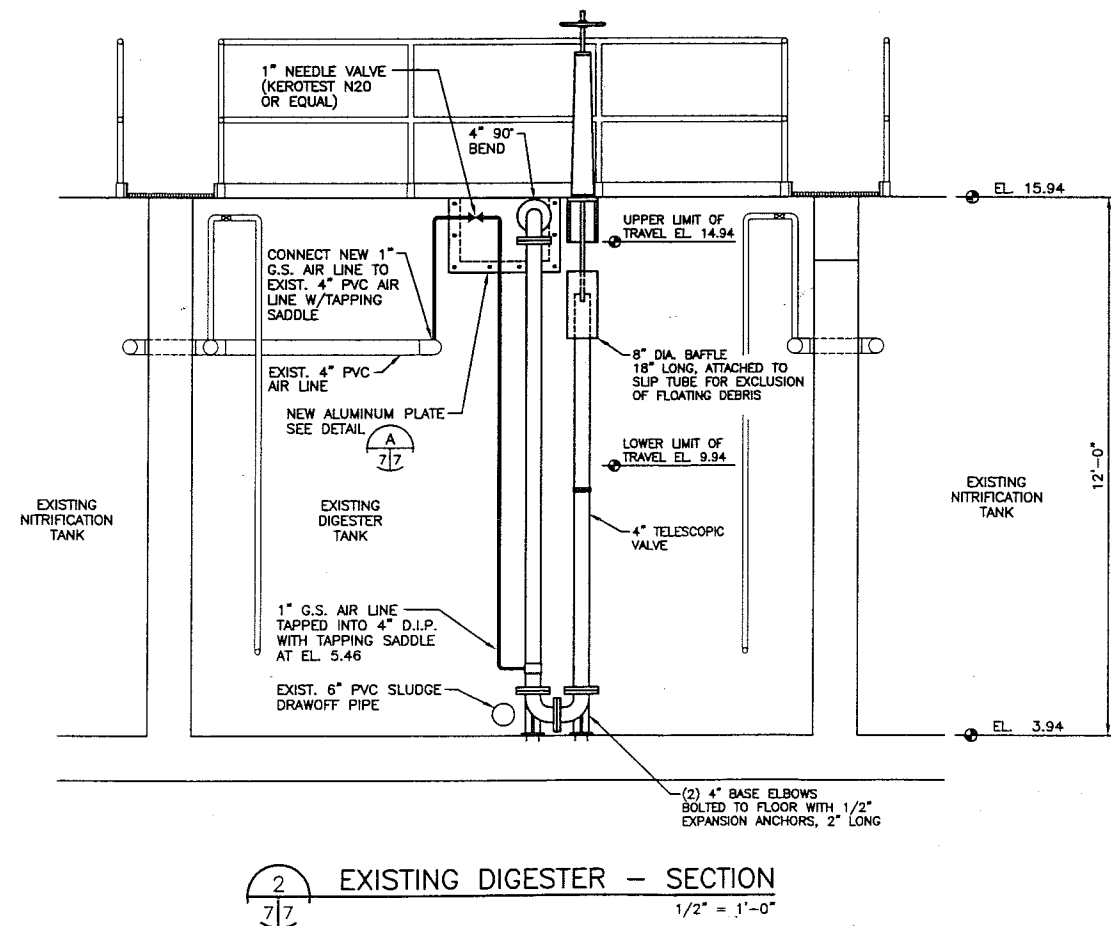
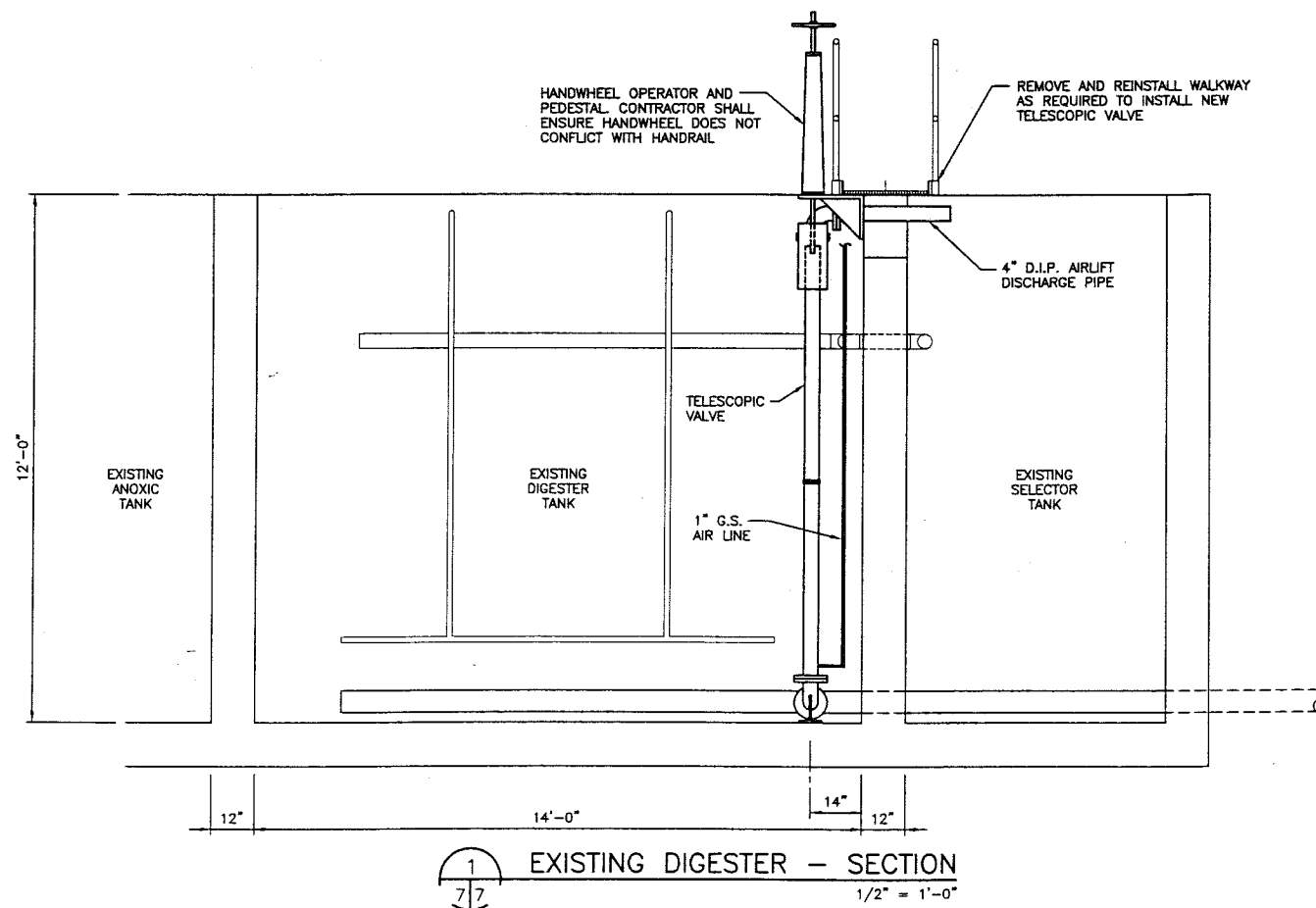
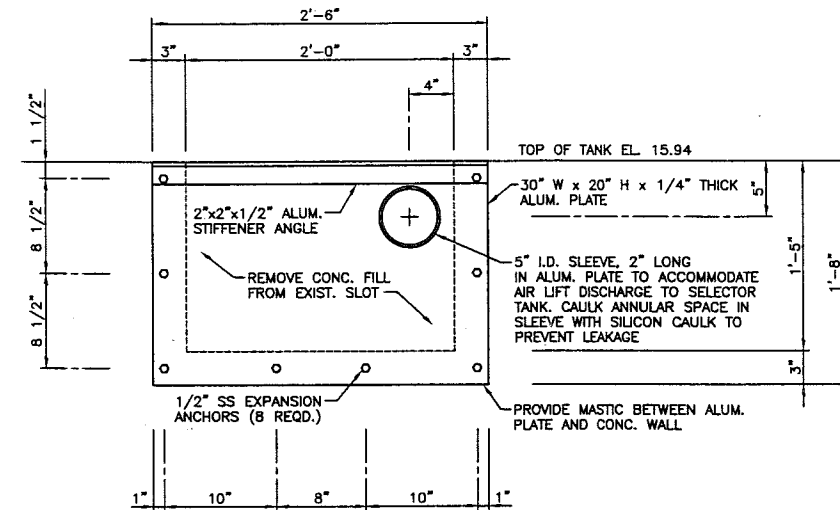
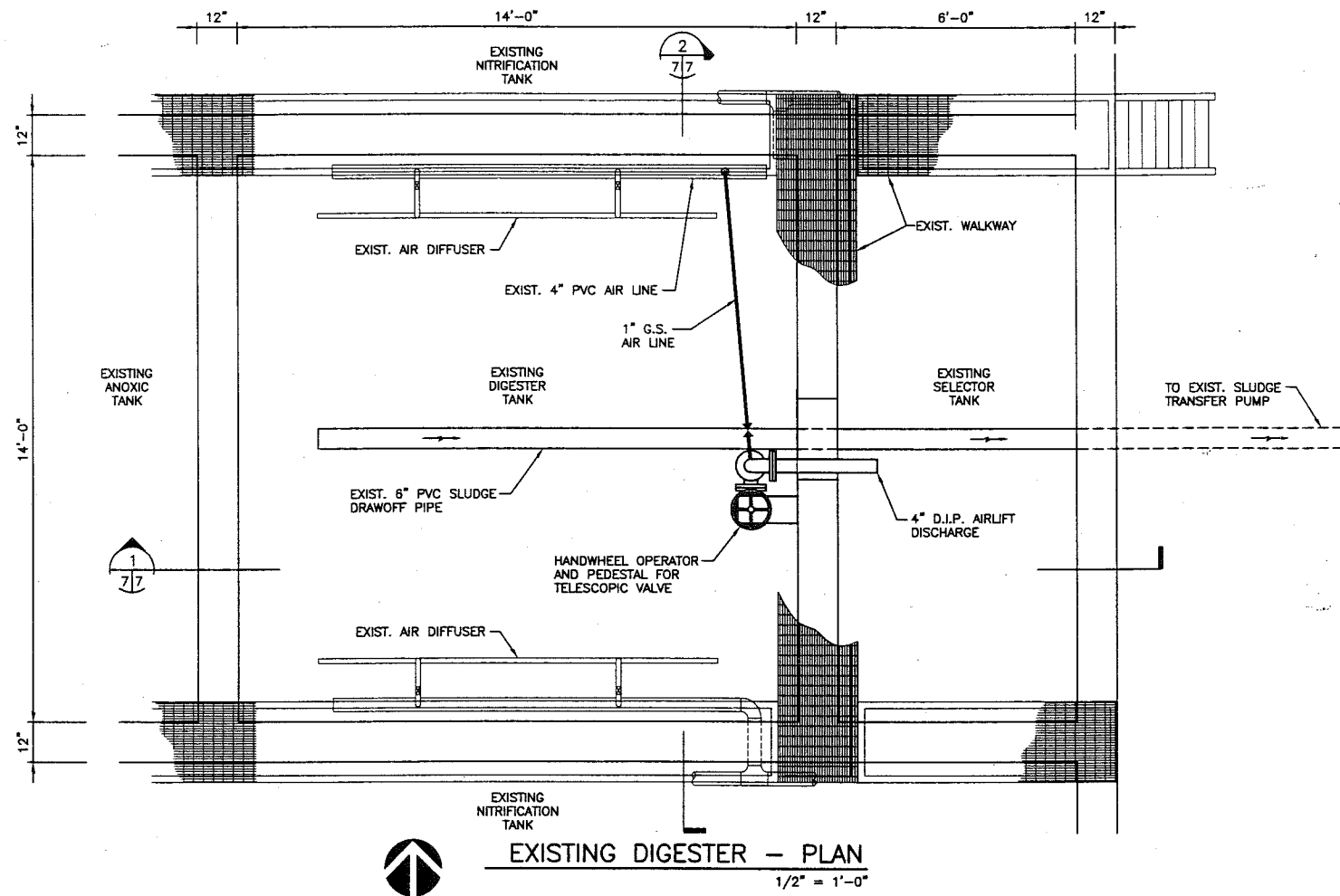
JOB NO. 9510-05-1
SHEET NO. 6
OF 6

DESIGN	DATE
DRAWN	APR 12/3/88
CHECKED	
APPROVED	

NO.	DATE	BY

REVISION DESCRIPTION		

NOTE: After completion of the Wewegwater Drying Beds and receipt of Engineer's approval, Contractor shall notify Owner that he is ready for Owner to pump contents of existing AEROMOD Digester to the Wewegwater Drying Beds. Within ten (10) days of notification by Contractor, Owner shall empty contents of existing AEROMOD Digester down to the level of the 6-inch PVC drawoff pipe. Contractor shall be responsible for pumping out remaining contents of digester and cleaning tank walls as required to install telescopic valve. Digester can remain out of service for up to five (5) consecutive calendar days for Contractor to install telescopic valve.



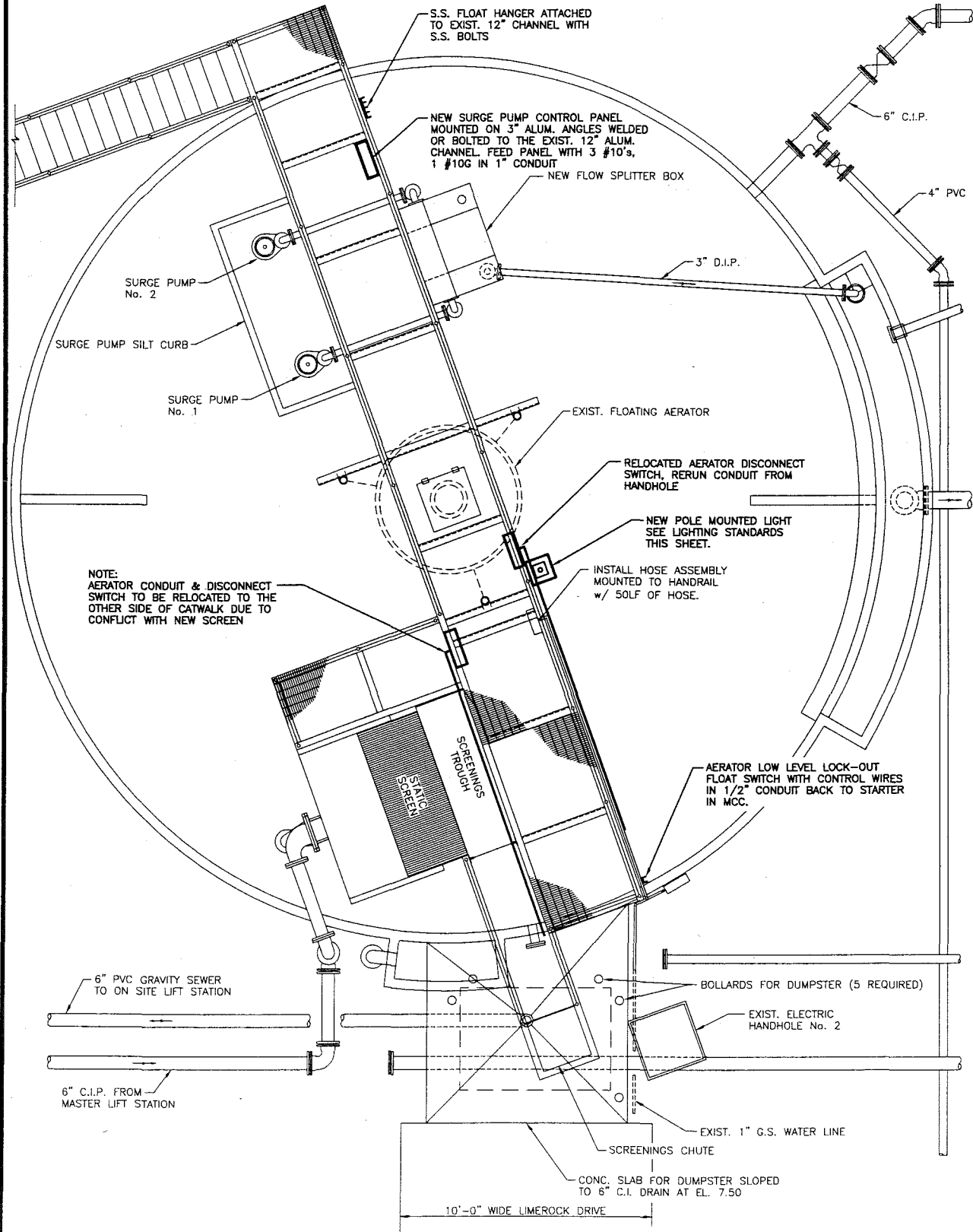
MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
1202 Kingalee Avenue, Orange Park, Florida (904) 278-0030

TOWN OF HASTINGS
RD Wastewater Treatment Plant Improvements
Existing AEROMOD Digester Modifications
St. Johns County, Florida

JOB NO.
9510-05-1
SHEET NO.

7
OF

DESIGN	DATE	12/22/88
DRAWN	DATE	
CHECK	DATE	
APPROVED	DATE	
NO.	DATE	7/27/88
BY	DATE	
REVISION DESCRIPTION		



OLD AERATION TANK/NEW SURGE TANK - PLAN

3/8" = 1'-0"

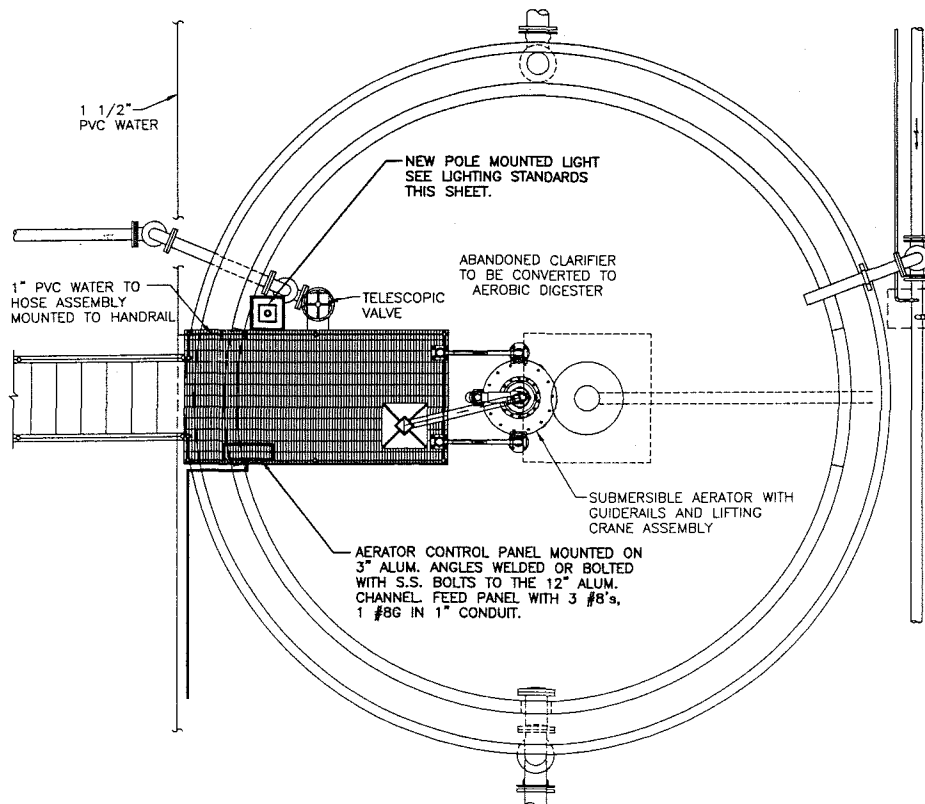
EXIST. 120/240V 1# LIGHTING PANEL	EXIST. METERING PUMP CONTROLS	EXIST. MAIN LUGS	SERVICE ENTRANCE	EXIST. MAIN BREAKER 400A 3# 120/240V
		SPARE		EXIST. SURGE PROTECTOR
EXIST. EXTERIOR LIGHTING TIMER SEE NOTE No.1	EXIST. METERING PUMP No. 1 STARTER	SPARE		SPARE
EXIST. SURGE TANK AERATOR STARTER SEE NOTE No.2	EXIST. METERING PUMP No. 2 STARTER	EXIST. LIFT STATION C.B.		EXIST. 200A 3# KA TIE
SPARE	SPARE	SPARE		
NEW SURGE TANK PUMPS C.B. SEE NOTE No.3	NEW DIGESTER AERATOR C.B. SEE NOTE No.4	EXIST. W.W.T.P. C.B.		EXIST. MAIN LUGS

SQUARE D, MODEL 5, TYPE 1
HORIZ. BUS 600A, VERT BUS 600A

- NOTES: MODIFICATIONS TO THE EXISTING MCC
1. PROVIDE WIRING TO (2) ADDITIONAL YARD LIGHTS USING 3 #12's IN 1/2" CONDUIT TO EACH LIGHT, CONNECT WIRING TO THE EXISTING LIGHTING TIMER.
 2. THE EXISTING AERATOR LOCATED IN THE NEW SURGE TANK SHALL BE MODIFIED BY ADDING A 96 PIN TIME CLOCK FOR AUTOMATIC OPERATION AND A LOW-LEVEL LOCKOUT. THE CONTRACTOR SHALL ADD A DOOR MOUNTED H-O-A SWITCH, ELAPSED TIME METER AND RUN LIGHT TO THE EXISTING STARTER BUCKET. THE 96 PIN TIMER SHALL BE LOCATED IN THE EXISTING MCC AND THE LOW LEVEL LOCKOUT FLOAT SWITCH SHALL BE ADDED AT THE NEW SURGE TANK. CONTROL WIRES SHALL BE RUN FROM THE NEW FLOAT SWITCH BACK TO NEW RELAY TO CONTROL THE EXISTING MOTOR STARTER.
 3. PROVIDE NEW MCC BUCKET WITH 30AMP, 3-POLE CIRCUIT BREAKER FOR FEED TO THE NEW SURGE TANK PUMP CONTROL PANEL. RUN FEED TO THE PANEL USING 3 #10's AND 1 #10G IN 1" CONDUIT.
 4. PROVIDE NEW MCC BUCKET WITH 60AMP, 3-POLE CIRCUIT BREAKER FOR FEED TO THE NEW DIGESTER AERATOR CONTROL PANEL, RUN FEED TO THE PANEL USING 3 #8's AND 1 #8G IN 1" CONDUIT.

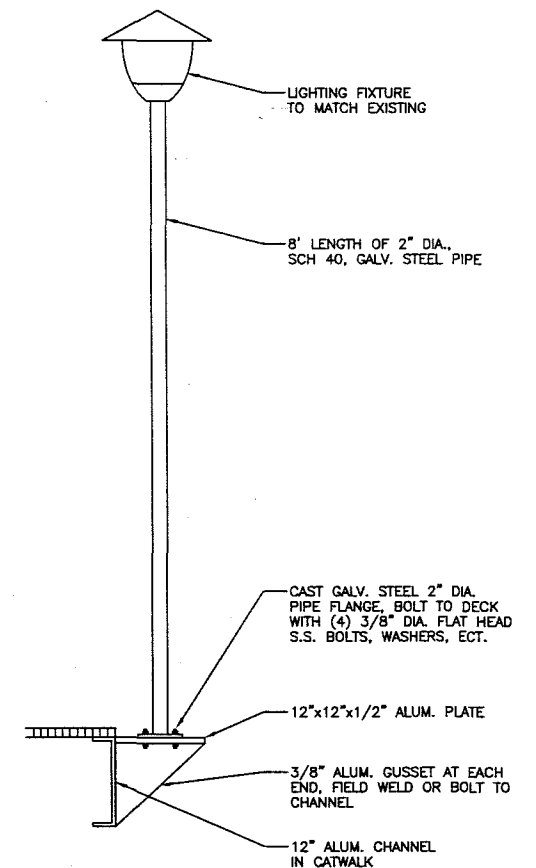
EXISTING MOTOR CONTROL CENTER

1" = 1'-0"



OLD CLARIFIER/NEW DIGESTER - PLAN

3/8" = 1'-0"



NOTE: LIGHTING FIXTURE SHALL MATCH EXISTING WHICH ARE REPORTED TO BE STERNER #JN-24C-5-F2-200-1-120V-G WITH 1-200W MED. BASE 130V LAMP

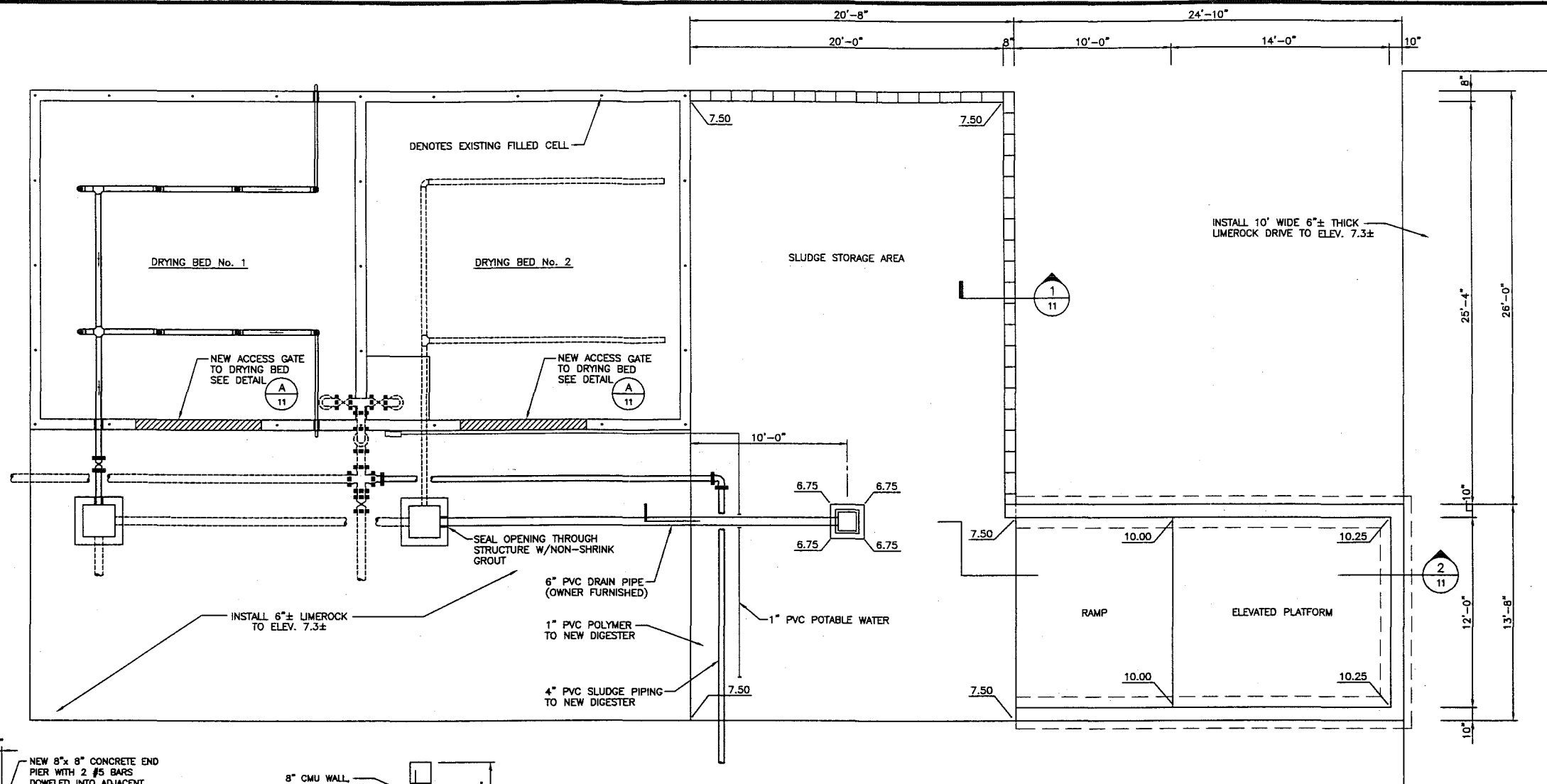
LIGHTING STANDARDS - 2 REQUIRED

1" = 1'-0"

GENERAL ELECTRICAL NOTES

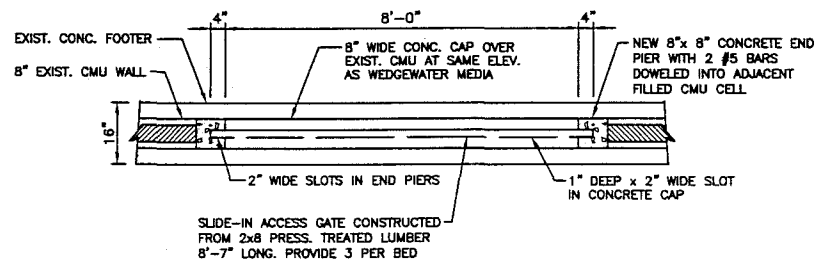
1. All construction shall be in accordance with the local Building & Zoning Department requirements and the latest edition of NFPA National Electrical Code.
2. The Electrical Subcontractor shall verify all equipment sizes and power requirements prior to installing the electrical system. The Electrical Subcontractor shall coordinate all equipment power requirements with the local power supply company, including changes in service.
3. Wire sizes are A.W.G. based on copper with THW insulation. No more than three current carrying conductors will be allowed in a raceway. THHN or THWN insulation may be used, but conductor sizes may not be reduced to THHN or THWN ampacities.
4. Raceways shall be either galvanized intermediate rigid steel or schedule 40 PVC with liquidite flexible metal conduit used for motor connections.
5. No direct burial cable shall be used.
6. All raceways shall contain a ground sized in accordance with the NEC, Article 250-95. Branch panels shall be grounded in accordance with NEC requirements including ground rods.
7. Electrical Contractor shall refer to the mechanical drawings and specifications for location of area lights, location of equipment panels and general information to avoid conflicts and omissions.
8. Conduit runs shown may be installed exposed along structures indicated. Provide weatherproof junction boxes where required and identify all conductors.
9. To the maximum extent possible, the Contractor shall supply all alternator and sequencer switches from a single manufacturer.
10. Contractor shall relocate existing yard lighting that conflicts with new construction.
11. Disconnect switch ratings shall match equipment voltage and load amps of units being protected.
12. Where possible, attach control stations to handrail using all stainless steel hardware.
13. Identify on panel in a legible and permanent manner all switches, indicators, etc.
14. Contractor shall coordinate all wire sizes, breaker ratings and equipment ratings to match equipment supplied on this project.

DESIGNER: [] DATE: 12/3/88
 DRAWN: []
 CHECKED: []
 APPROVED: []
MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1202 Kingalee Avenue, Orange Park, Florida (904) 278-0030
TOWN OF HASTINGS
 RD Wastewater Treatment Plant Improvements
 Electrical
 St. Johns County, Florida
 JOB NO. 9510-05-1
 SHEET NO. 10
 OF

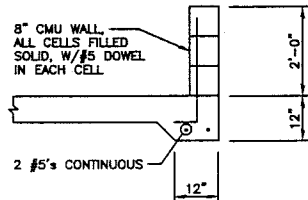


DRYING BED ACCESS GATE NOTES:

1. SAWCUT AND REMOVE TOP FOUR COURSES OF EXISTING CMU WALL TO CREATE 8'-0" CLEAR OPENING. BOTTOM OF WALL OPENING SHALL BE BROUGHT UP TO SAME ELEVATION AS WEDGEWATER MEDIA BY POURING A CONCRETE CAP OVER TOP REMAINING COURSE OF CMU.
2. INSTALL 11 GA. x 8" 304 SS FLAT PLATE WITH COUNTERSUNK 3/8" x 1 1/2" LAG BOLTS 1'-0" O.C. IN AREA OF STOP GATES.
3. INSTALL 8"x8" CONCRETE END PIERS AT ENDS OF EACH GATE TO HOLD PRESSURE TREATED CYPRESS PLANKS (SEE DETAIL).

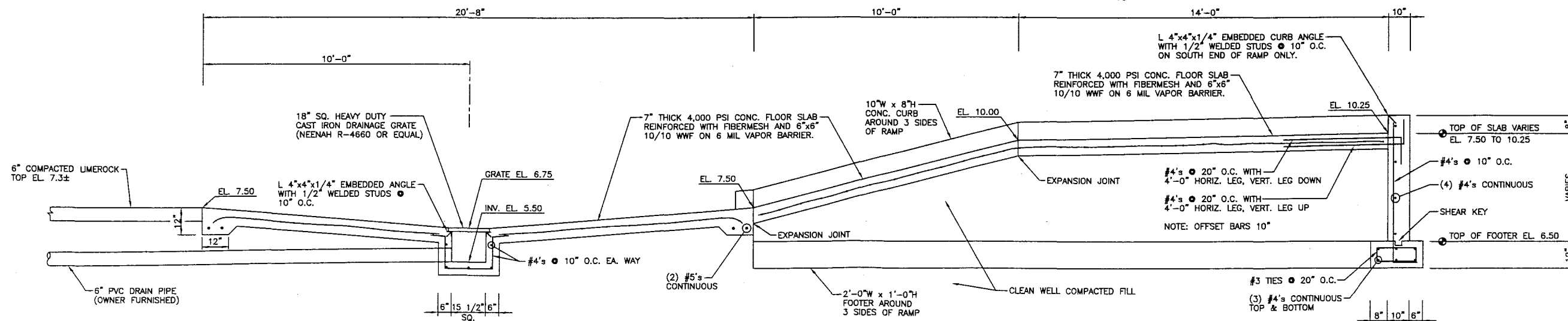


A DRYING BED ACCESS GATE - DETAIL
1/2" = 1'-0"



1 SLUDGE HOLDING AREA WALL SECTION
1/2" = 1'-0"

SLUDGE STORAGE & LOADING FACILITY - PLAN
1/4" = 1'-0"



2 SLUDGE STORAGE & LOADING FACILITY - SECTION
1/2" = 1'-0"

RECORDED DRAWING	BY
CHANGE ORDER No. 1	

7/27/99	DATE
5/6/99	NO

DESIGN	DATE
DRAWN	5/6/99
CHECKED	
APPROVED	

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
1202 Kingsley Avenue, Orange Park, Florida (904) 278-0030

TOWN OF HASTINGS
RD Wastewater Treatment Plant Improvements
Sludge Storage & Loading Facility
St. Johns County, Florida

JOB NO.
9510-05-1
SHEET NO.

APPENDIX A2

DRAWINGS

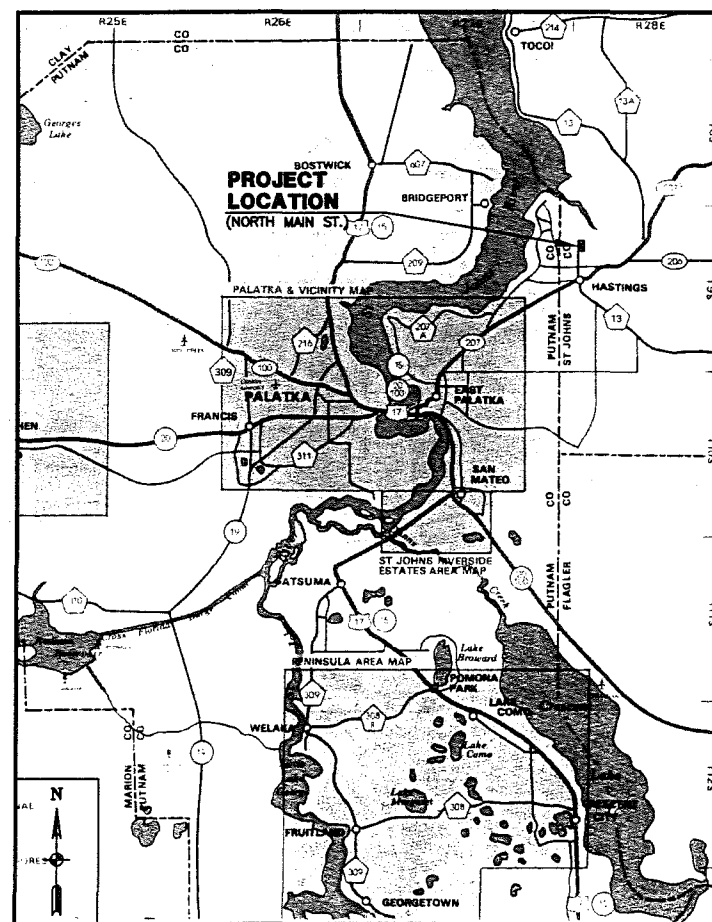
**RD WASTEWATER TREATMENT PLANT IMPROVEMENTS
FOR TOWN OF HASTINGS, FLORIDA**

DEP PHASE II WWTP IMPROVEMENTS

FOR

TOWN OF HASTINGS, FLORIDA

DEP Water Advisory Panel Project No. SP792020
M & A Project No. 9510-10-1



VICINITY MAP

TOM WARD
MAYOR

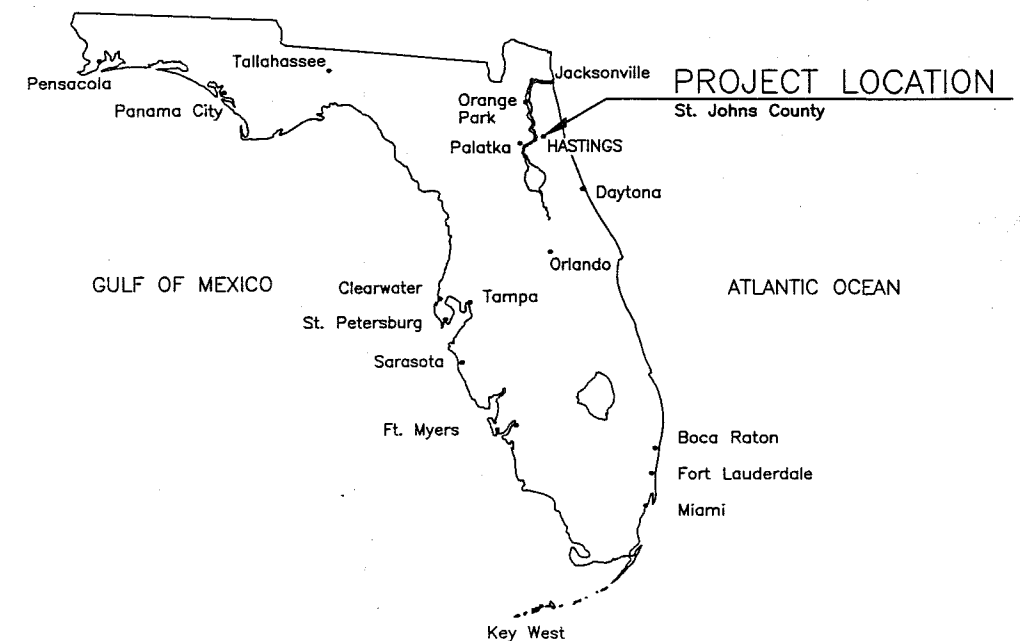
DORIS FISHER
COUNCIL MEMBER

CORA C. HARRISON
COUNCIL MEMBER

PAUL NUNCHUCK
COUNCIL MEMBER

HELEN ZIZKA
COUNCIL MEMBER

SHELBY JACK
TOWN CLERK/MANAGER



MITTAUER & ASSOCIATES, INC.

CONSULTING ENGINEERS

ORANGE PARK, FLORIDA

DECEMBER, 2001

GENERAL NOTES

A. GENERAL CONSTRUCTION NOTES

- Existing underground utilities have been shown from the best available information. Contractor shall field determine the location, size, and depth of all existing yard piping. Contractor shall provide complete yard piping system including all fittings necessary to interconnect piping systems and to avoid conflicts with existing and proposed pipes/structures at his expense.
- It shall be the sole responsibility of the Contractor to locate and avoid all utilities, structures and obstructions both above and below the ground surface. All damages resulting from the Contractor's failure to comply with this requirement shall be repaired at the Contractor's expense.
- Contractor is responsible for supporting/protecting all existing improvements (i.e., utilities, utility poles, structures, pavement, sidewalks, monitoring wells, foundations, etc.) which may be damaged/undermined as a result of his operations. Contractor may be required to shore, sheet, brace, or support work to protect existing improvements. All costs associated with supporting/protecting existing improvements shall be borne by the Contractor.
- All existing facilities (e.g., pipes, roadways, sidewalks, landscaping, structures, etc.) not indicated to be disturbed/restored which are disturbed/damaged as a result of contractor's operations shall be restored to a condition equal to or better than that which existed prior to construction, at Contractor's expense.
- Horizontal and vertical controls are subject to adjustments in the field if necessary to avoid utility conflicts upon approval of the Engineer or his representative. Contractor shall not adjust location of pipe or other facilities (either vertically or horizontally) without approval of Engineer or his representative.
- Contractor shall provide constant slope between indicated pipe invert elevations unless otherwise directed by Engineer.
- All pipe shall be properly restrained using mechanical type joint restrainers (see specifications). No thrust blocking will be allowed unless specifically indicated on drawings or directed by Engineer. All exposed piping 3" in diameter and smaller shall be properly wrapped with foam insulation to prevent freezing.
- All pipe shall have the following minimum cover unless otherwise indicated or directed by Engineer.

Pipe Type	Minimum Cover
PVC (< 3-inch)	30-inches
PVC (≥ 3-inch)	36-inches
DIP (All Sizes)	30-inches
Steel (All Sizes)	30-inches
- All aboveground piping shall be properly supported and/or secured to tanks, buildings, or other structures using SS straps and fasteners.
- Contractor shall be responsible for maintaining service to the existing treatment plant facilities. He shall perform all bypass pumping necessary to keep the plant operating properly during construction. He shall coordinate all diversions of flow, draining of tanks, demolition of existing facilities, etc. closely with Owner to avoid potential treatment violations and operating problems. Contractor may be required to perform some work during low flow hours (e.g. 12:00 a.m. to 5:00 a.m.). All arrangements for bypass pumping, diversion of flow, draining of tanks, demolition, etc. shall be subject to approval of owner and engineer. All costs associated with bypass pumping and other temporary facilities shall be borne by the Contractor. See Specification Section 02205 for suggested sequence of operations for proposed work within existing Biological Treatment unit.
- Contractor shall be responsible for having entire contents of both digesters pumped out and hauled away for proper disposal prior to commencing bypass pumping, tank draining, demolition, etc. on the existing biological treatment unit. Maximum liquid volume in digesters is 33,400 gallons.
- Contractor shall be responsible for removing and properly disposing of sand, grit, biological material, etc. that has settled to the bottom of the existing biological treatment unit and the existing circular surge tank. The removed material will require disposal in a permitted sanitary landfill. Compensation for removal and disposal of settled material shall be on a cubic yard basis as described in Section 00300-Bid Form. Estimated volume of material to be removed and disposed of is 200 cubic yards.
- Contractor shall provide all fill required to achieve proposed grades at his expense.
- During any construction activity, including stabilization and revegetation of disturbed surfaces, the Contractor is responsible for the selection, implementation, and operation of all erosion and sediment control measures required to retain sediment on-site and prevent violations of the water quality standards in Chapters 62-3 and 62-4, FAC. The Contractor is encouraged to use appropriate Best Management Practices described in the Florida Land Development Manual: A Guide to Sound Land and Water Management (DER, 1988).
- All areas disturbed by construction shall be sodded with Bahia sod unless otherwise directed by Engineer or his representative.
- The Contractor shall employ a land surveyor, registered in the State of Florida to reference and restore property corners and land markers which may be disturbed as a result of Contractor's operations.
- The Contractor shall be responsible for laying out the work and for establishing project temporary bench marks; elevation lines and grades; and right-of-way and easement limits for construction.
- Project Benchmark Location: Nail in westside of power pole at southwest corner of site fence. TBM = 6.86.

B. GENERAL STRUCTURAL NOTES

- All construction shall be in accordance with the local Building & Zoning Department requirements and the latest edition of the Southern Standard Building Code.
 - Live loads (minimum)
 - Roofs & Canopies - 20 psf
 - Public Spaces - 150 psf
 - Equipment Areas - 300 psf
 - Winds loads: 100 mph
- The design of all structural concrete conforms to "ACI. Report 350R-89: Environmental Engineering Concrete Structures."
- All structural concrete shall have a min. compressive strength of 4,000 psi after 28 days unless otherwise noted.
- All reinforcing steel shall conform to ASTM A615 Grade 60, except bars to be welded shall conform to ASTM A706.
- For size and location of embedded items and openings, the Contractor must refer to mechanical, structural, piping and vendors drawings.
- Equipment anchor bolts shall be set from templates made to fit holes in equipment according to approved manufacturers shop drawings.
- Contractor shall verify all dimensions and existing conditions at the site before proceeding with construction.
- Unless otherwise shown on drawings, min. cover for reinforcing steel shall be as follows:
 - Concrete Cast Against Earth - 3"
 - Slabs on Grade - Centered
 - All Other - 2"

Note: 6 mil polyethylene membrane required under all base slabs.
- All reinforcing shall be fabricated and held securely in position with standard accessories in accordance with ACI 315-92 "Details and Detailing Concrete Reinforcement"
- Splices in reinforcing, where permitted, shall be as noted, or as follows:
 - Welded Wire Fabric - One Mesh + 2" (min.)
 - Temperature Reinforcing - 12" min.
 - All Other Bars - Class "B" lap.

Splices in top reinforcing shall be made at midspan, bottom reinforcing at support, or as noted on drawings.
- Location of construction joints, proposed by the Contractor, shall be submitted to the Engineer for approval prior to initiating any construction or fabrication which could be affected by the location. All construction joints below either the plant liquid or ground level shall incorporate a properly designed and fabricated PVC waterstop.
- Provide 3/4" chamfer on all exposed edges of concrete except where indicated otherwise.
- Provide 1/4" premolded expansion joint material where slab on grade is cast around columns or against walls.
- All masonry shall utilize standard precast masonry units and be laid true and plumb.
- All concrete lintels shall be reinforced with two #5 bars top and bottom as a minimum and have a masonry end bearing each end of 2" per foot of span with a minimum of 8."
- All structural openings around, affected by or framing to support mechanical, electrical or plumbing equipment shall be verified with equipment furnished before proceeding with structural work affected.
- Compaction: unless otherwise noted, the required percentage of maximum compaction shall be as follows: (per modified proctor max. Dry density)
 - Under Structures and Slabs - 95%
 - Under Paved Areas (subgrade) - 98%
 - Under Paved Areas (below 12") - 95%
 - Landscape Areas and Other - 90%
 - Adjacent to Walls and Above Footing - 92%
- Coating: Apply asphalt paint coating between different metals against concrete.

ABBREVIATIONS

ABBREVIATION	DESCRIPTION
A.C.P.	ASBESTOS CEMENT PIPE
A.F.F.	ABOVE FINISH FLOOR (REF. ELEV.)
A.F.G.	ABOVE FINISH GRADE (REF. ELEV.)
ALUM.	ALUMINUM
ASPH.	ASPHALT
B.E.	BURIED ELECTRIC
B.F.	BOTTOM FACE
B.T.	BURIED TELEPHONE-CABLE
B.T.(F.O.)	BURIED TELEPHONE-FIBER OPTIC
BLDG.	BUILDING
CI.	CAST IRON
C.I.P.	CAST IRON PIPE
C.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
C.M.	CONCRETE MONUMENT
C.M.P.	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
CONC.	CONCRETE
C.T.V.	CABLE TELEVISION
CUL.	CULVERT
C.V.	CHECK VALVE
DIAM.	DIAMETER
D.I.	DUCTILE IRON
D.I.P.	DUCTILE IRON PIPE
D.O.T.	DEPARTMENT OF TRANSPORTATION
EL. ELEV.	ELEVATION
E.F.	EACH FACE
E.W.	EACH WAY
EX. EXIST.	EXISTING
F.B.	FLAT BAR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
F.F.	FINISH FLOOR
F.H.	FIRE HYDRANT
F.J.	FLANGED JOINT
F.M.	FORCE MAIN
FRP	FIBER REINFORCED PLASTIC
G.	GAS MAIN
G.S.	GALVANIZED STEEL
G.S.P.	GALVANIZED STEEL PIPE
G.V.	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
I.F.	INSIDE FACE
INV.	INVERT
L.F.	LINEAR FEET
L.P.	LIGHT POLE
L.R.	LONG RADIUS
MAX.	MAXIMUM
M.E.S.	MITERED END SECTION
M.H.	MANHOLE
MN.	MINIMUM
M.J.	MECHANICAL JOINT
M.W.	MONITORING WELL
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.A.	OVERALL DIMENSION
O.C.	ON CENTER
O.F.	OUTSIDE FACE
O.H.	OVER HEAD
O.E., O.H.E.	OVER HEAD ELECTRIC
P.	PLATE
P.P.	POWER POLE
P.V.	PLUG VALVE
P.V.C.	POLYVINYL CHLORIDE PIPE
PAVT.,P.V.M.T.	PAVEMENT
R.C.P.	REINFORCED CONCRETE PIPE
R.R.	RAILROAD
R/W	RIGHT-OF-WAY
S.	SEWER
SAN.	SANITARY SEWER
S.R.	STATE ROAD
S.S.	STAINLESS STEEL
STA.	STATION
TELE.	TELEPHONE
TEMP.	TEMPORARY
T.F.	TOP FACE
TYP.	TYPICAL
U.G.	UNDERGROUND
W.	WATER
W/	WITH
W.M.	WATER MAIN OR WATER METER
W.S.	WATER SURFACE
W.W.F.	WELDED WIRE FABRIC
W.W.M.	WELDED WIRE MESH
WWTP	WASTEWATER TREATMENT PLANT

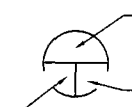
DRAWING INDEX

SHEET NO.	SHEET TITLE
1.	Cover
2.	General Notes, Legend & Drawing Index
3.	Process Flow Diagram & Hydraulic Profile
4.	Overall Site Plan & Horizontal Control
5.	Yard Piping Plan
6.	Clarifiers & RAS/MLSS Pumping Sta. - Plan
7.	Clarifier Plan & Section
8.	Clarifiers & RAS/MLSS Pumping Sta. - Section
9.	Clarifier Catwalk & Stair - Plan & Sections
10.	Filter - Mechanical Plan, Sections & Details
11.	Chlorine Contact Chamber - Mech. & Struct.
12.	Chlorine Contact Chamber - Reuse Details
13.	Chemical Feed Building - Plan, Section & Details
14.	Existing Biological Treatment Unit - Demo Plan
15.	Existing Biological Treatment Unit - Modifications
16.	Existing Biological Treatment Unit - Modifications
17.	Existing Biological Treatment Unit - Modifications
18.	Sludge Transfer Pump & In-plant Pump Sta.
19.	Miscellaneous Details
20.	Electrical - Existing/Demo Site Plan
21.	Electrical - New Site Plan
22.	Electrical - One Line Diagram
23.	Electrical - One Line Diagram
24.	Electrical - Schedules & Details
25.	Electrical - Chemical Feed Bldg. Notes & Details

PROJECT CONTACTS

TYPE	ORGANIZATION	ADDRESS	TELEPHONE	CONTACT PERSON
OWNER	TOWN OF HASTINGS	6195 SOUTH MAIN ST. SUITE A HASTINGS, FL. 32145	(904) 692-1420	SHELBY JACK
WATER & SEWER	TOWN OF HASTINGS	819 NORTH MAIN ST. HASTINGS, FL. 32145	(904) 692-1520	ROY LUNDON JOEY RINQUIST
PUBLIC WORKS	TOWN OF HASTINGS	6195 SOUTH MAIN ST. SUITE A HASTINGS, FL. 32145	(904) 692-2769	IKE DYESS
DESIGN ENGINEER	MITTAUER & ASSOCIATES, INC.	4611-4 U.S. HIGHWAY 17 ORANGE PARK, FL. 32003	(904) 278-0030	TIM NORMAN, PE
ELECTRIC	FLORIDA POWER & LIGHT CO.	2900 CATHERINE ST. PALATKA, FL. 32177	(904) 329-5158	WYMAN LONG

SHEET NUMBER
WHERE TAKEN



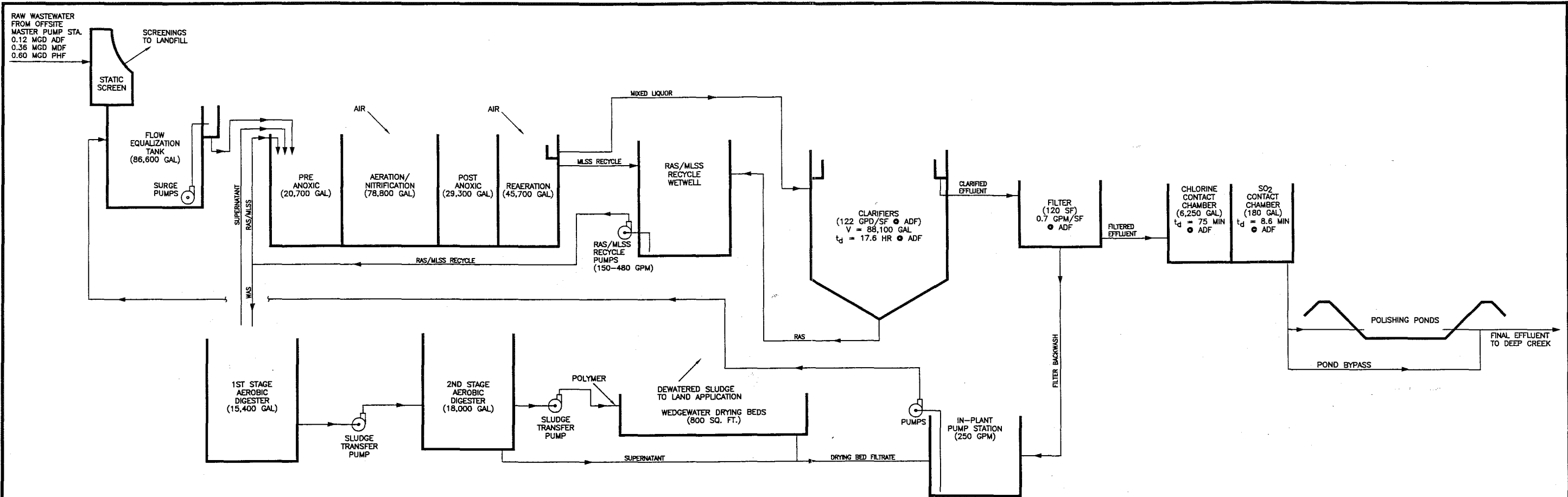
NUMBER OR LETTER
DESIGNATION

SHEET NUMBER
WHERE SHOWN

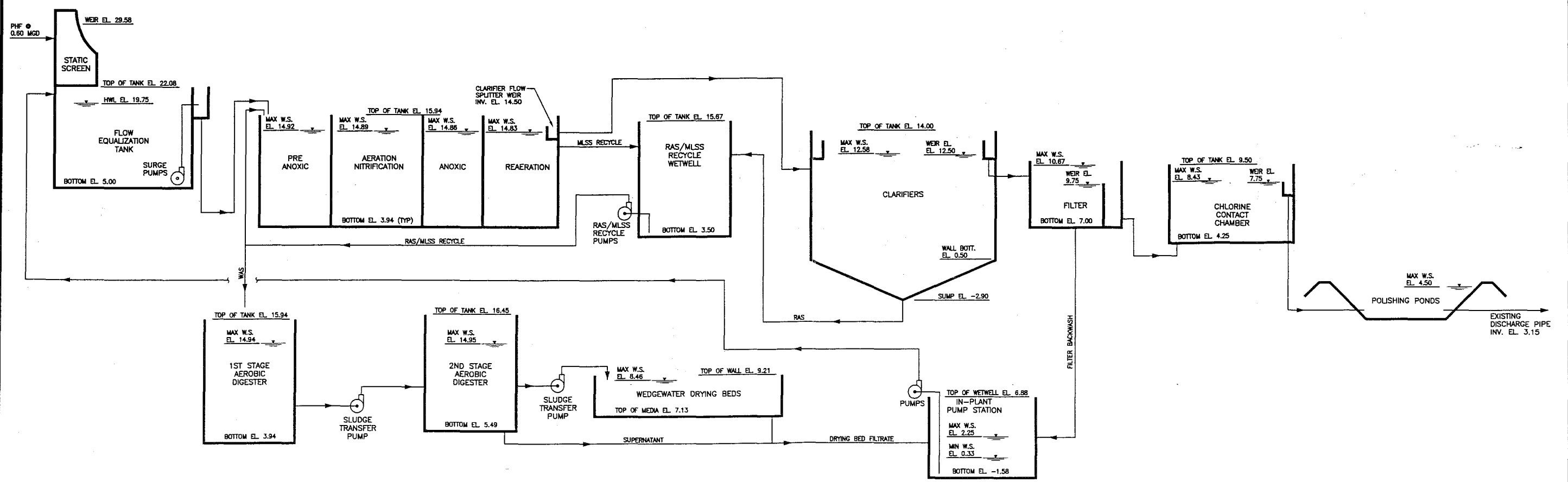
DETAIL/SECTION KEY

TOWN OF HASTINGS
 DEP Phase II WWTP
 Improvements
 General Notes, Legend & Drawing Index
 St. Johns County, Florida
 MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030

JOB NO.
9510-10-1
SHEET NO.

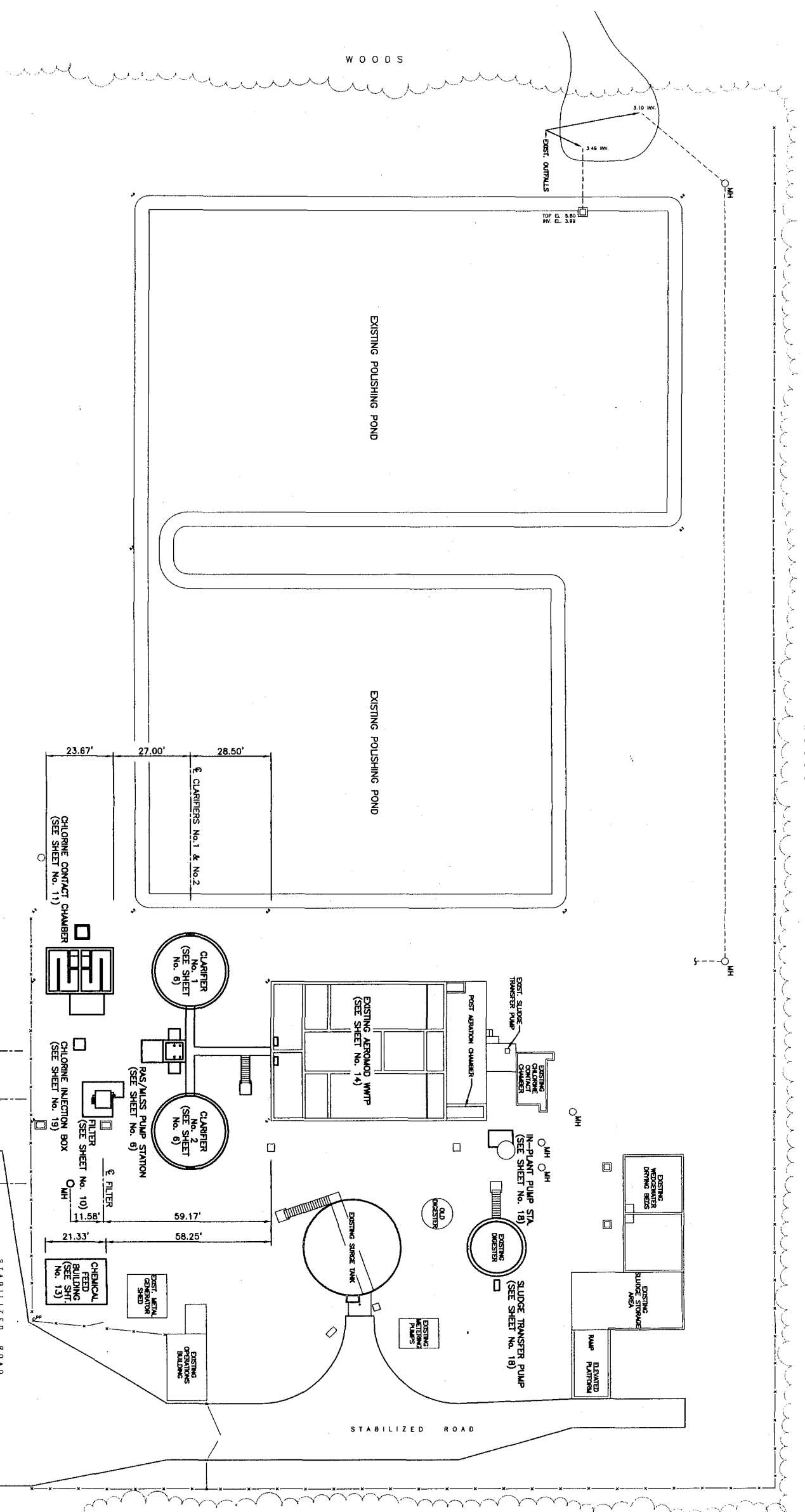


PROCESS FLOW SCHEMATIC



HYDRAULIC PROFILE

<p>DESIGN: JFZ DRAWN: CHKD CHECKED: APRV DATE: 12/11/01</p>	<p>NO. _____ DATE _____ BY _____</p>
<p>MITTAUER & ASSOCIATES, INC. CONSULTING ENGINEERS</p>	
<p>4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0080</p>	
<p>TOWN OF HASTINGS DEP Phase II WWTP Improvements Process Flow Diagram & Hydraulic Profile St. Johns County, Florida</p>	
<p>JOB NO. 9510-10-1 SHEET NO. 3 OF 3</p>	



WOODS

WOODS

STABILIZED ROAD

EXIST. OITCH

STABILIZED ROAD



SCALE: 1" = 20'
4

TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Overall Site Plan & Horizontal Control
St. Johns County, Florida

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
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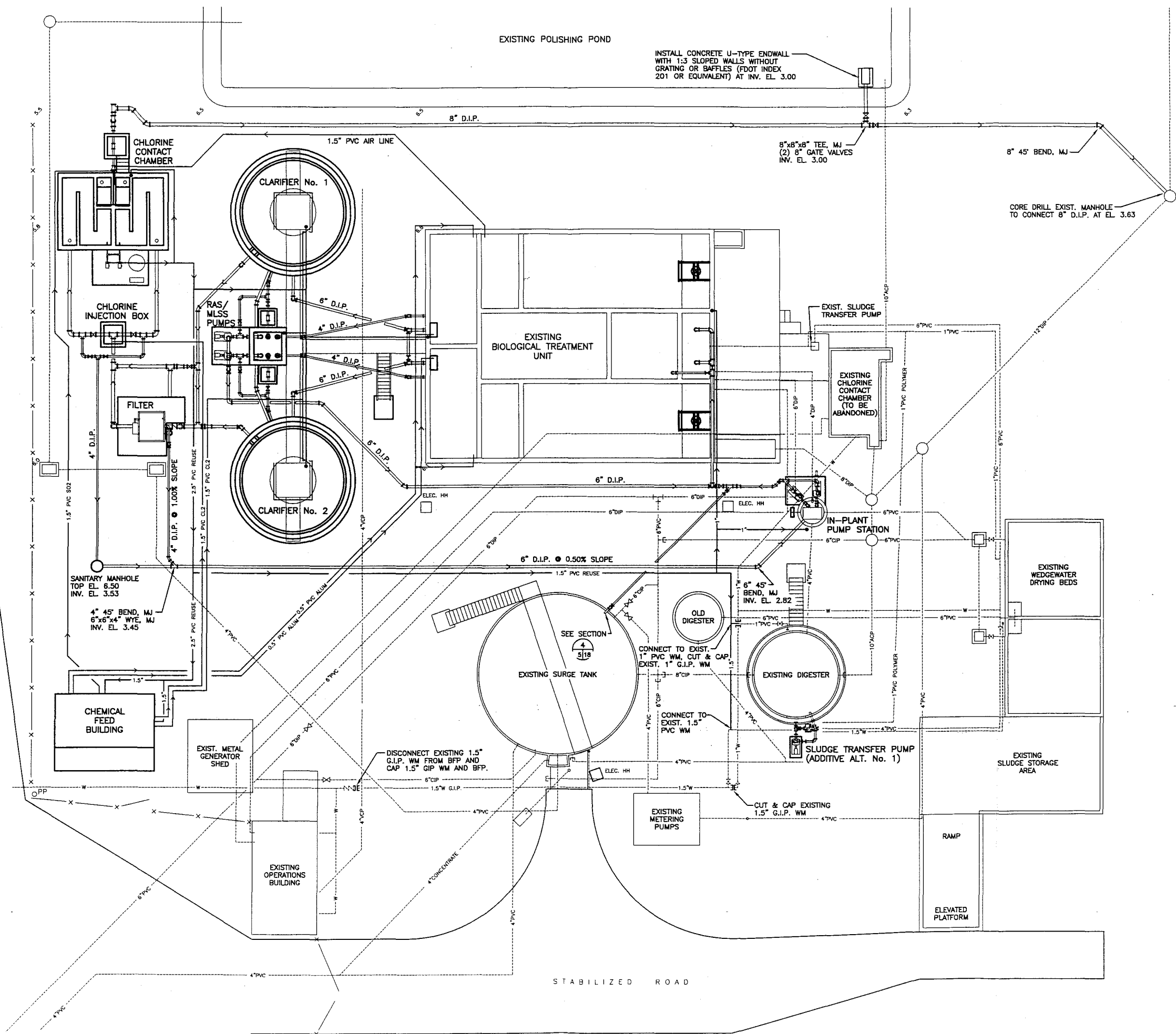
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DRAWN	JFZ	NO	_____
CHKD	_____	DATE	_____
APRV	_____	BY	_____
DATE	12/11/01	REVISION	DESCRIPTION

EXIST. DITCH

STABILIZED ROAD

EXISTING POLISHING POND

INSTALL CONCRETE U-TYPE ENDWALL WITH 1:3 SLOPED WALLS WITHOUT GRATING OR BAFFLES (FDOT INDEX 201 OR EQUIVALENT) AT INV. EL. 3.00



SCALE: 1" = 10'

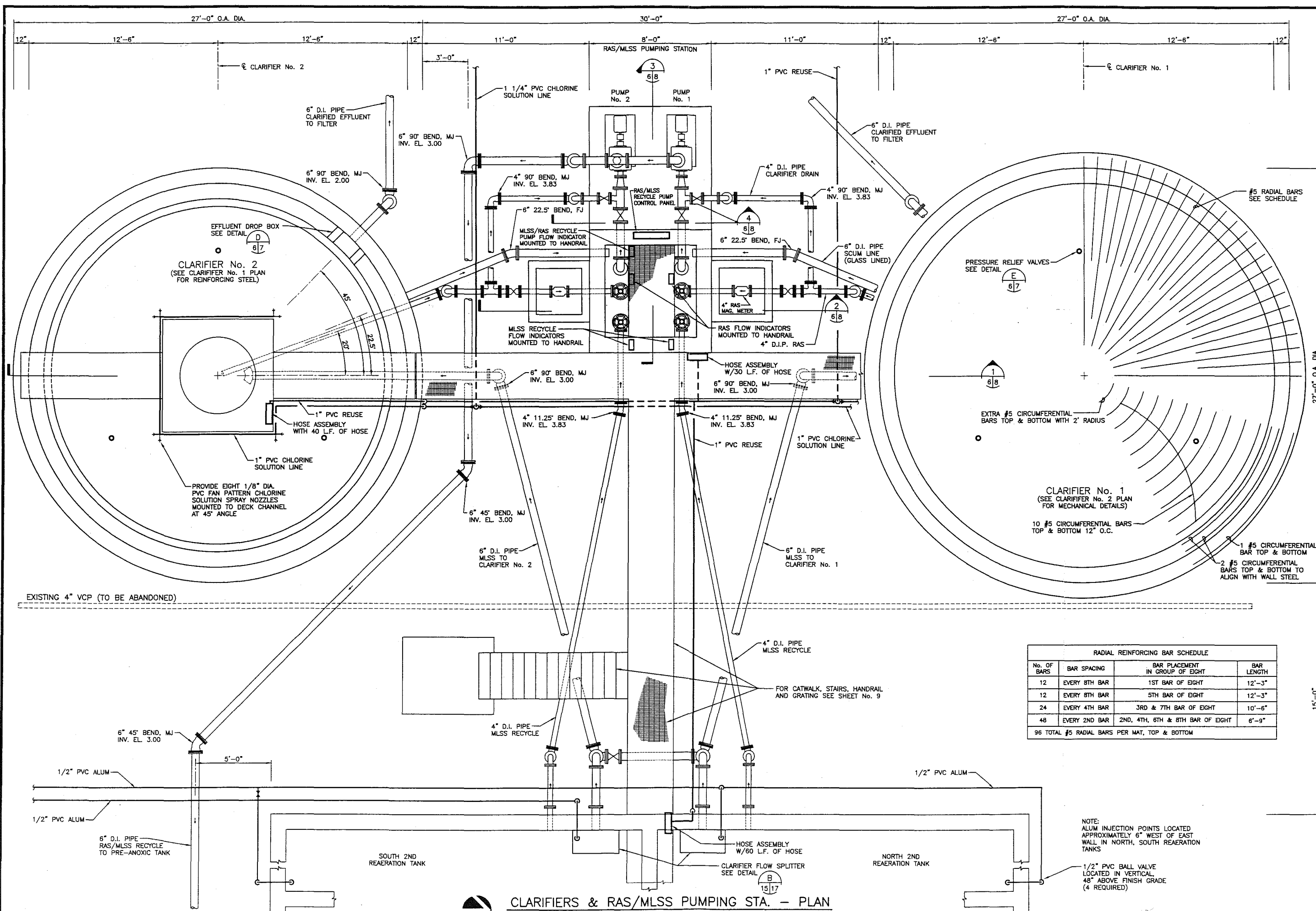
TOWN OF HASTINGS
 DEP Phase II WWTP Improvements
 Yard Piping Plan
 St. Johns County, Florida

JOB NO.
 9510-10-1
 SHEET NO.
 5

MITTAUER & ASSOCIATES, INC.
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DESIGNER: JFZ
 CHECKER: APRV
 DATE: 12/11/01

NO.	DATE	BY	REVISION DESCRIPTION



RADIAL REINFORCING BAR SCHEDULE			
No. OF BARS	BAR SPACING	BAR PLACEMENT IN GROUP OF EIGHT	BAR LENGTH
12	EVERY 8TH BAR	1ST BAR OF EIGHT	12'-3"
12	EVERY 8TH BAR	5TH BAR OF EIGHT	12'-3"
24	EVERY 4TH BAR	3RD & 7TH BAR OF EIGHT	10'-6"
48	EVERY 2ND BAR	2ND, 4TH, 6TH & 8TH BAR OF EIGHT	6'-9"
96 TOTAL #5 RADIAL BARS PER MAT, TOP & BOTTOM			

CLARIFIERS & RAS/MLSS PUMPING STA. - PLAN
3/8" = 1'-0"

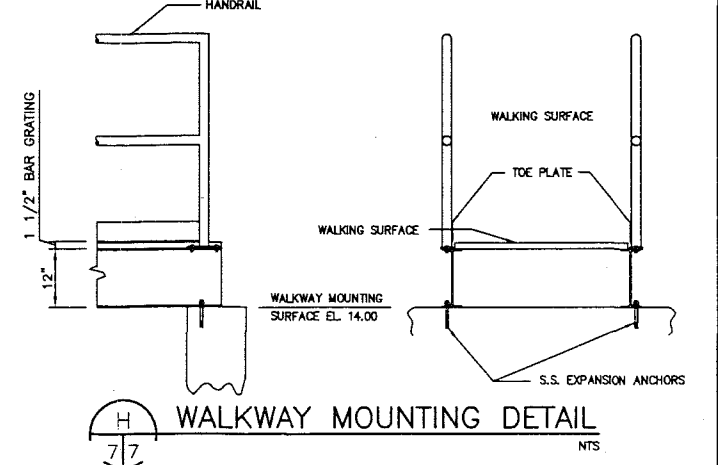
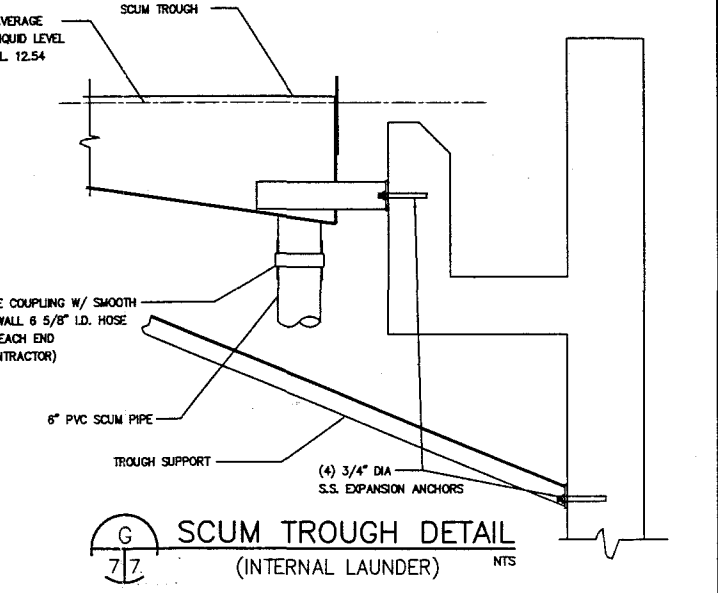
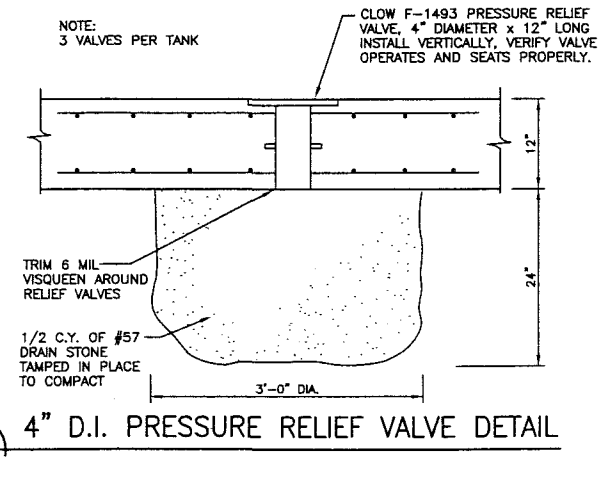
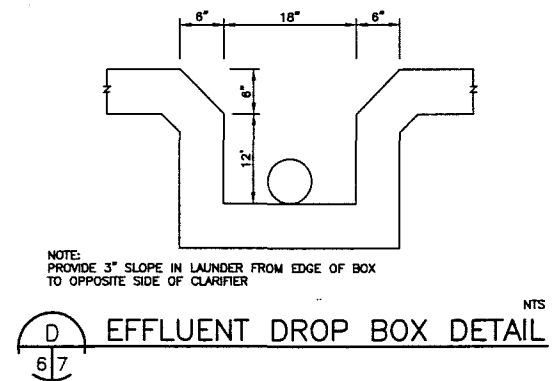
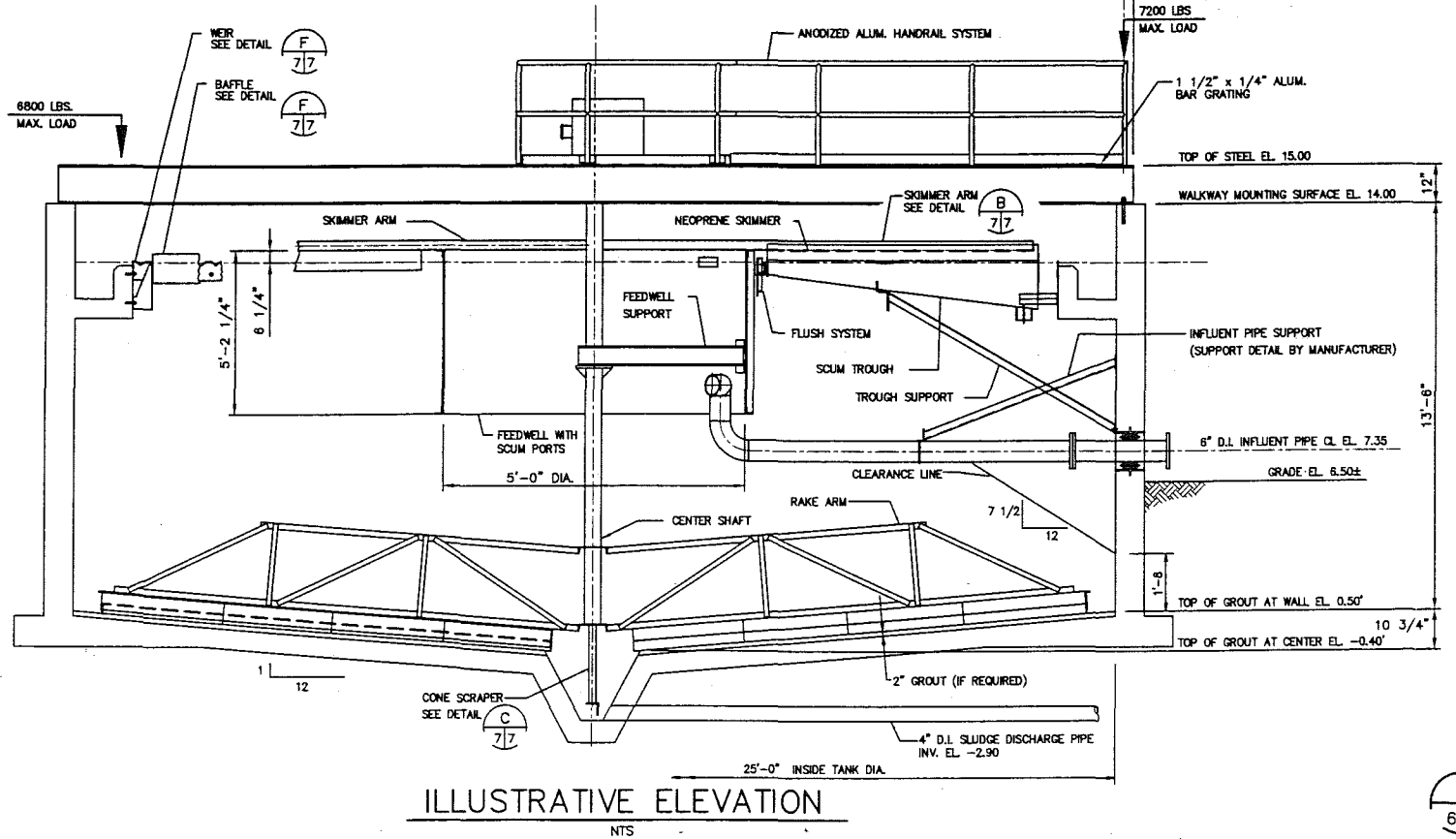
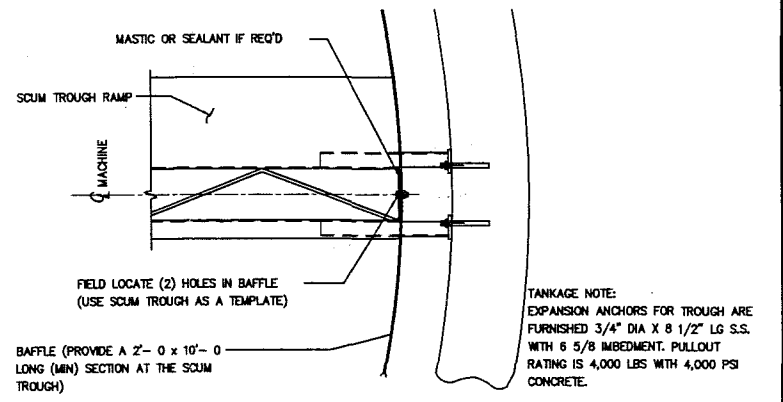
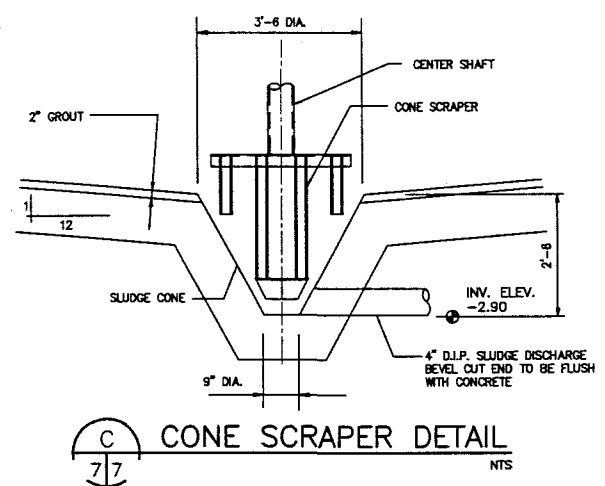
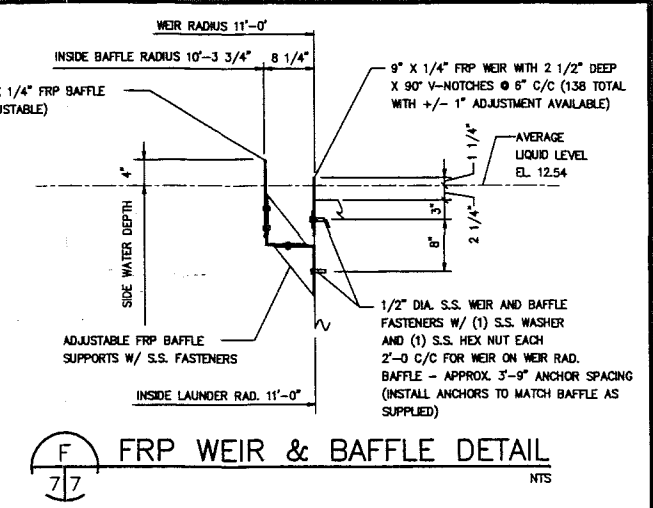
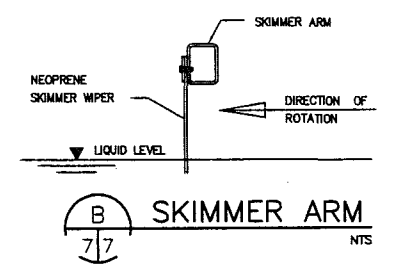
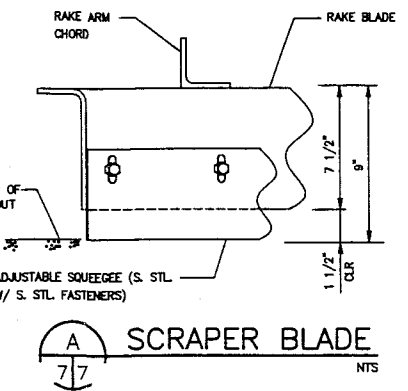
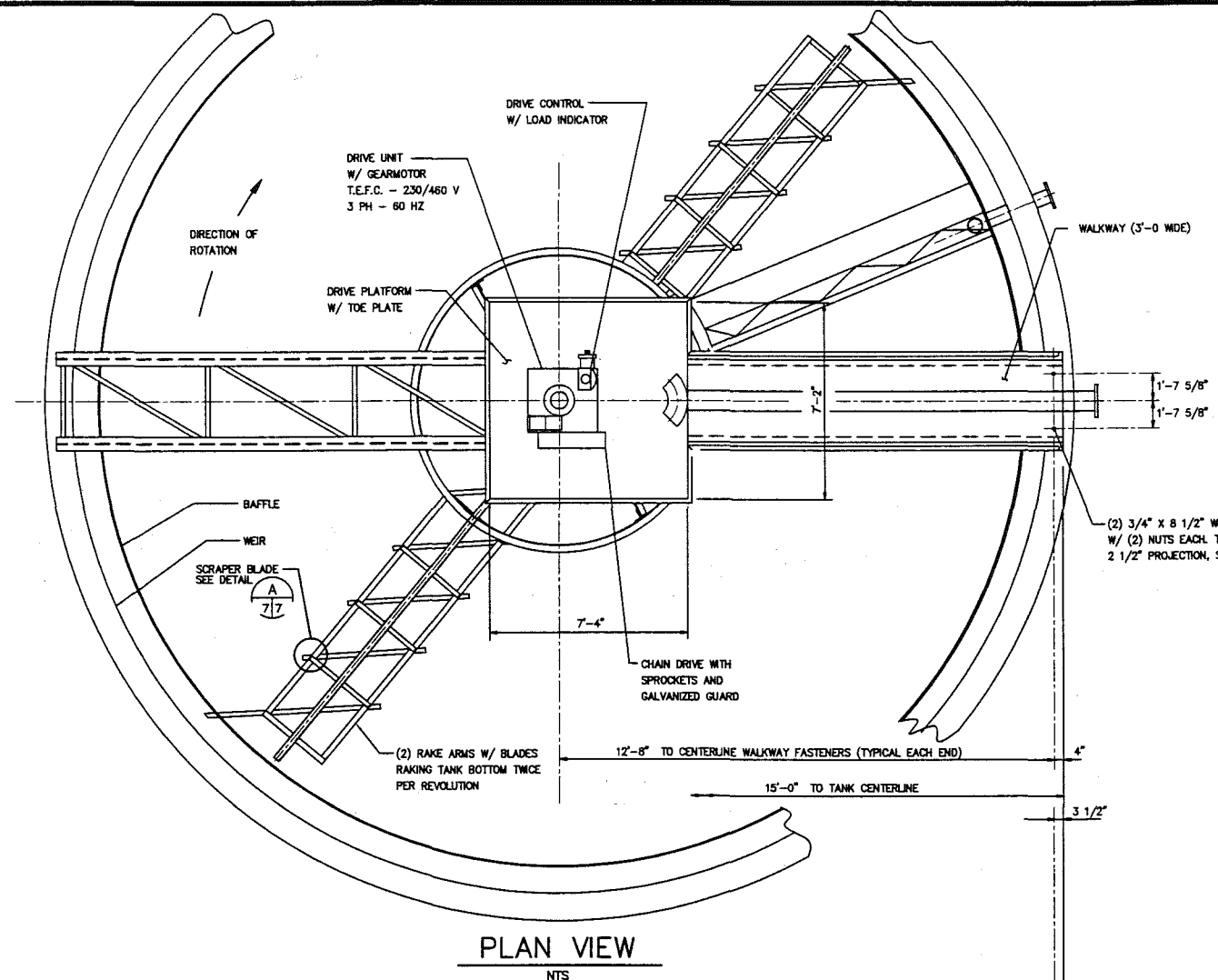
TOWN OF HASTINGS
 DEP Phase II WWTP Improvements
 Clarifiers & RAS/MLSS Pumping Sta. - Plan
 St. Johns County, Florida

MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030

DESIGN	CHKD	APRVD	DATE
			12/11/01

NO. DATE BY
 REVISION DESCRIPTION

JOB NO. 9510-10-1
 SHEET NO. 07 OF



REVISION DESCRIPTION

NO. DATE BY

DESC. DRAWN: JFL

CHKD: []

APRV: []

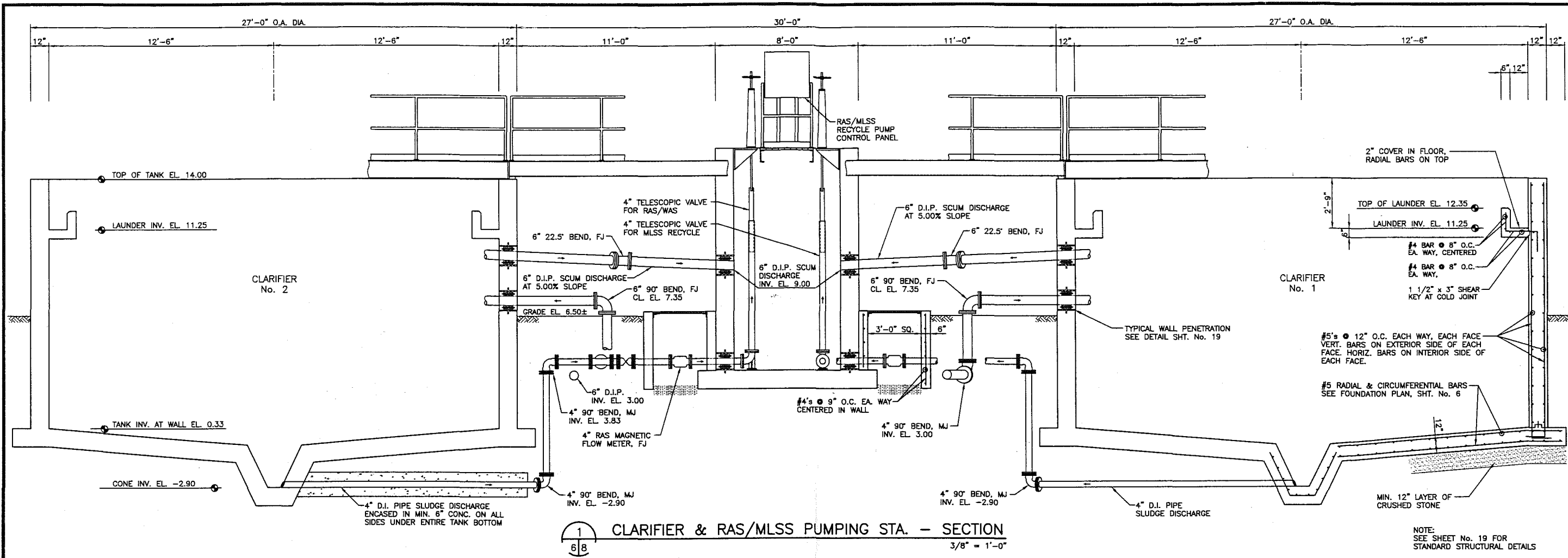
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CONSULTING ENGINEERS

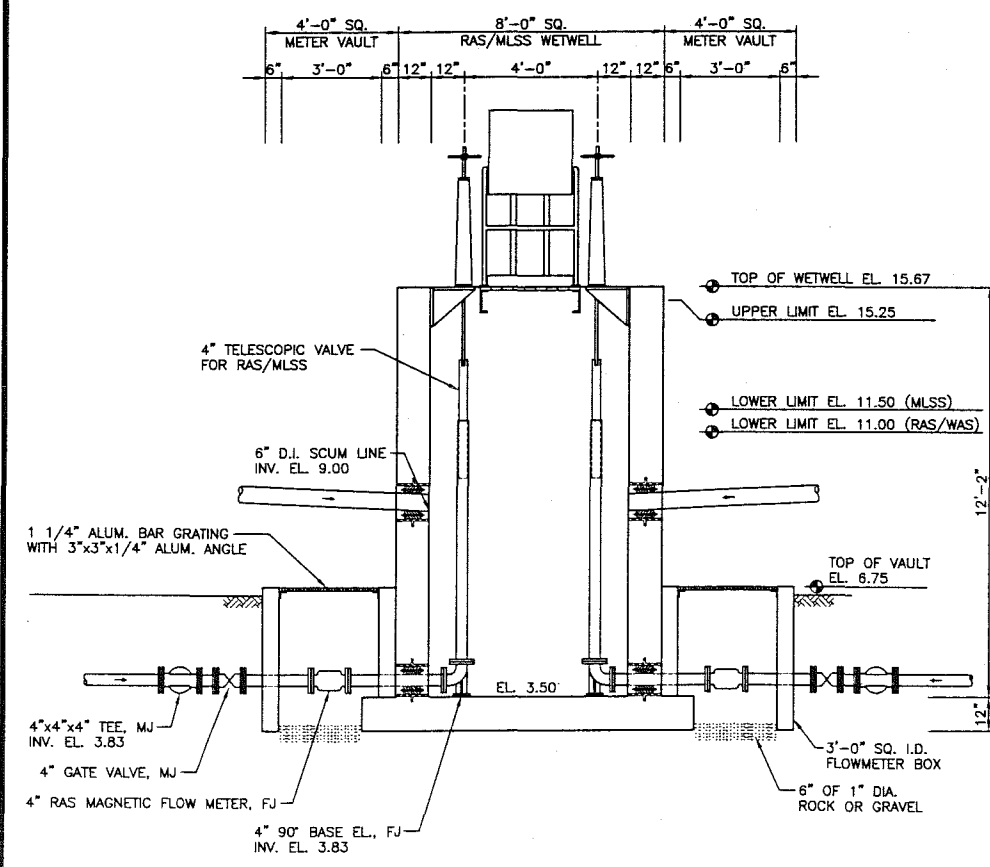
4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030

TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Clarifier Plan & Section
St. Johns County, Florida

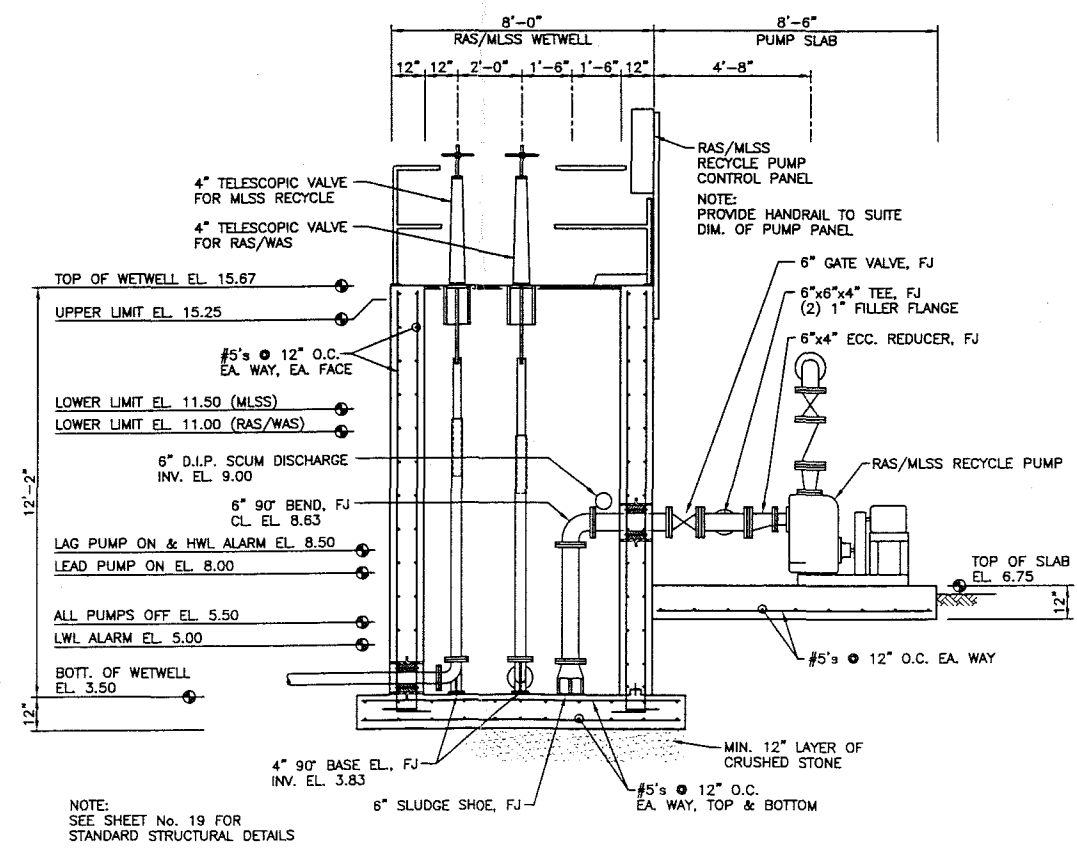
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SHEET NO. 7
OF



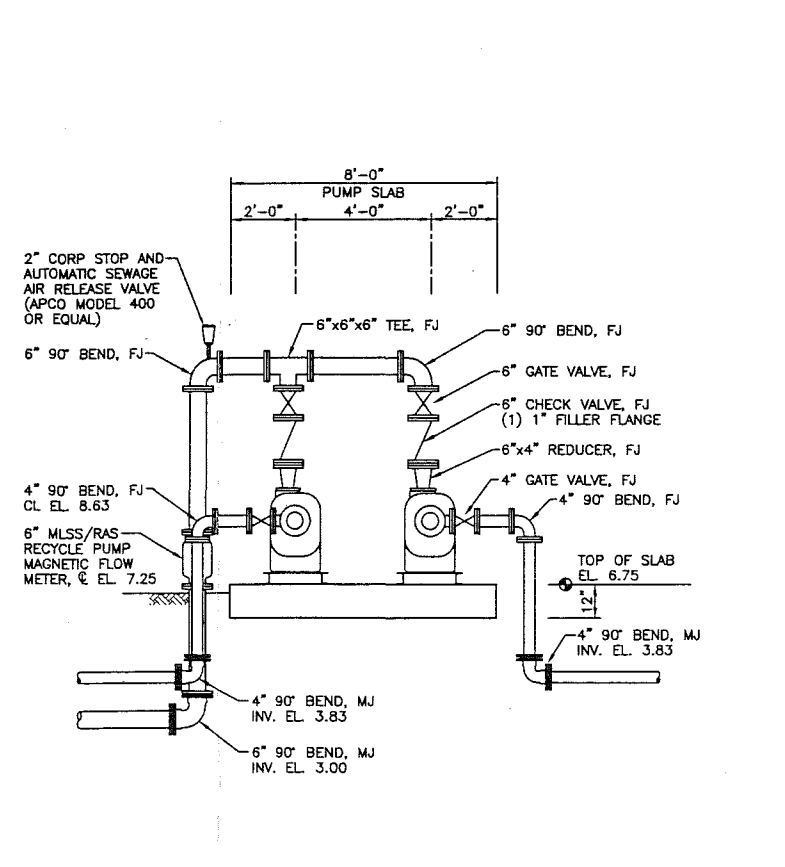
1
6/8 CLARIFIER & RAS/MLSS PUMPING STA. - SECTION
3/8" = 1'-0"



2
6/8 CLARIFIER & RAS/MLSS PUMPING STA. - SECTION
3/8" = 1'-0"



3
6/8 CLARIFIER & RAS/MLSS PUMPING STA. - SECTION
3/8" = 1'-0"



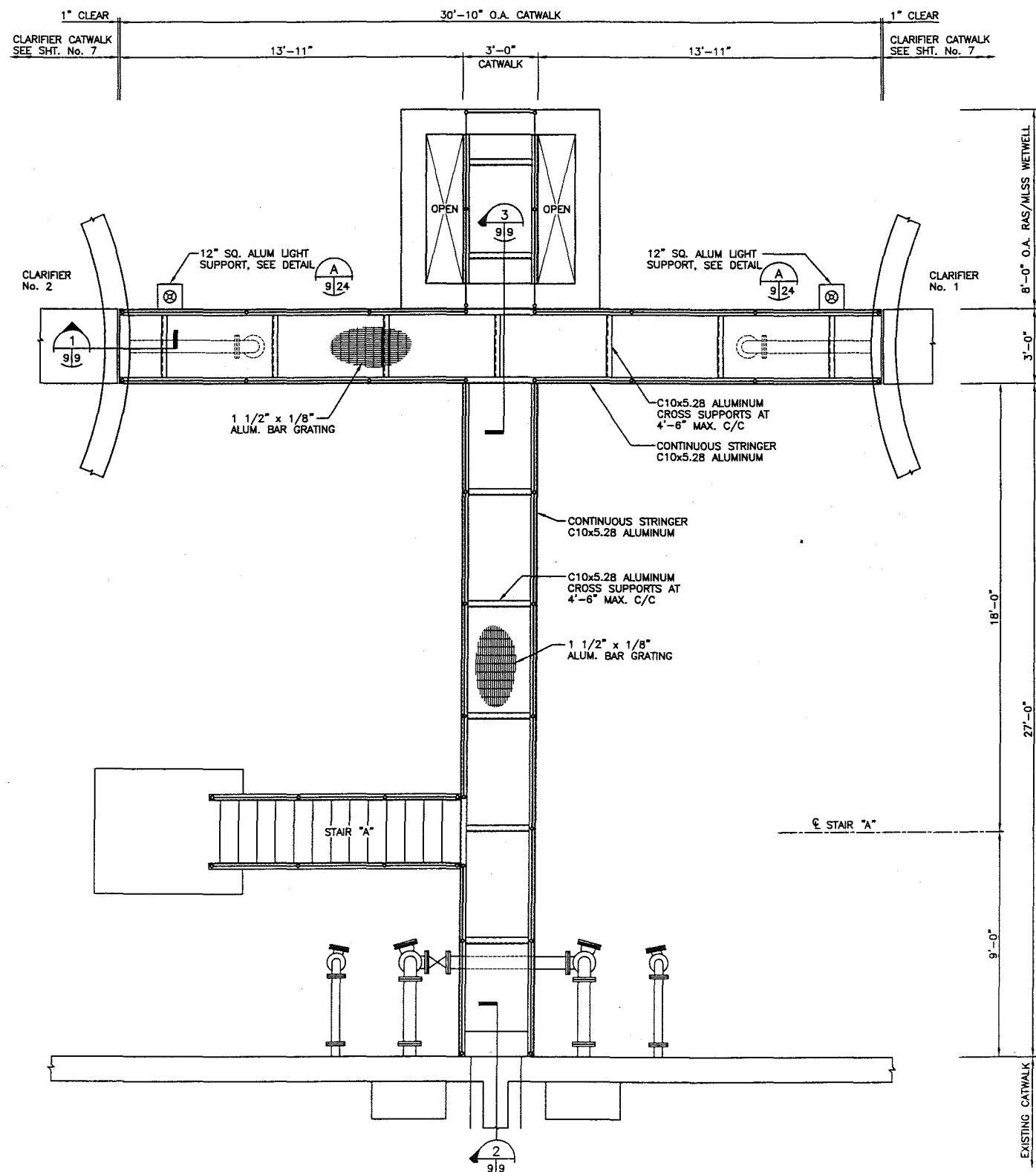
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6/8 CLARIFIER & RAS/MLSS PUMPING STA. - SECTION
3/8" = 1'-0"

REVISION DESCRIPTION	
NO.	DATE
BY	
DESIGNER	DATE
DRAWN	APPROVED
CHECKED	DATE
DATE	12/17/01

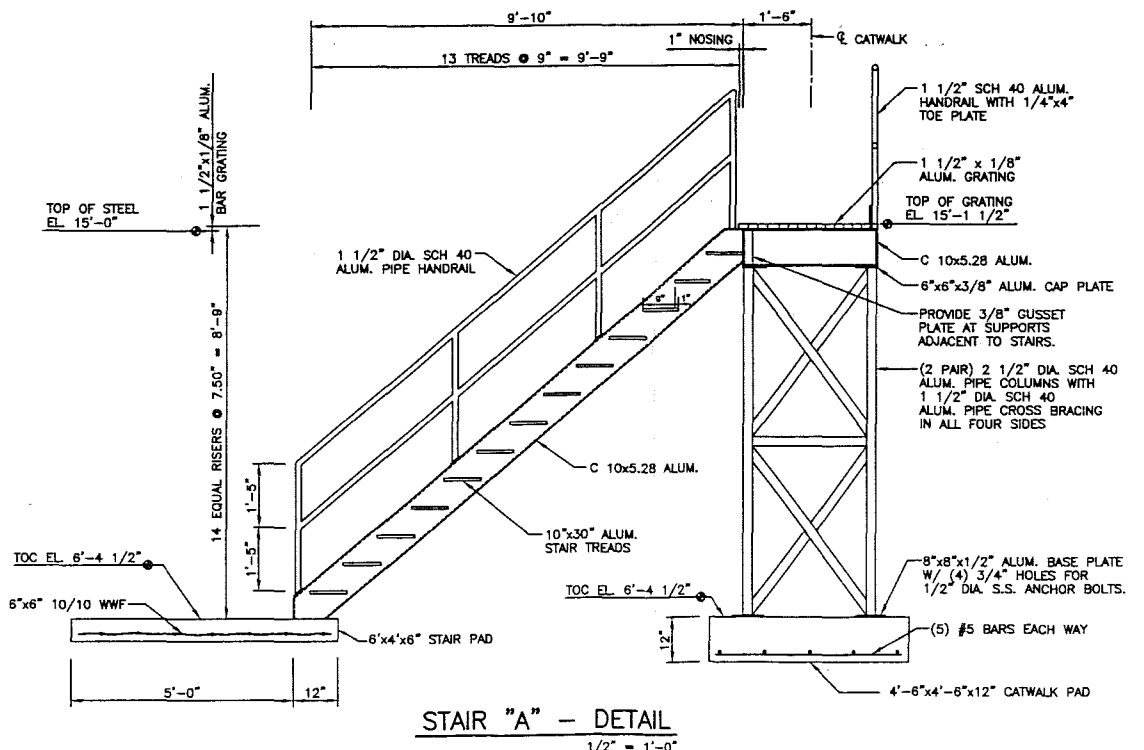
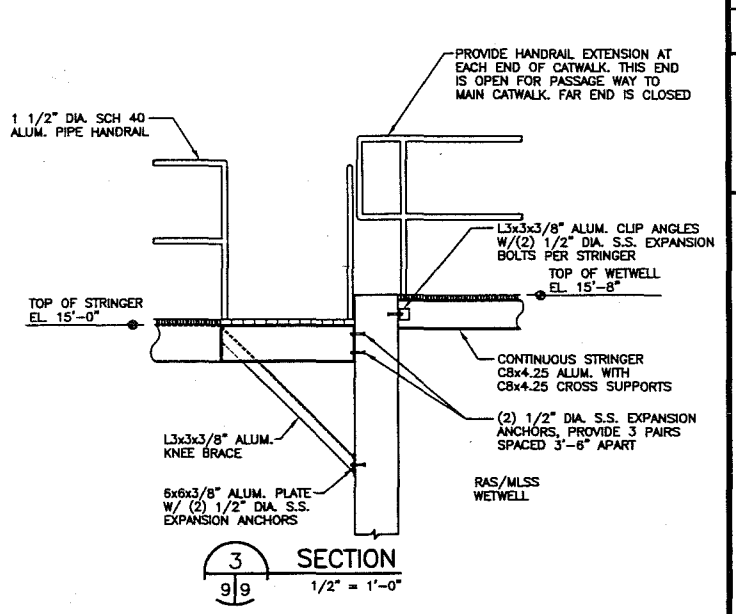
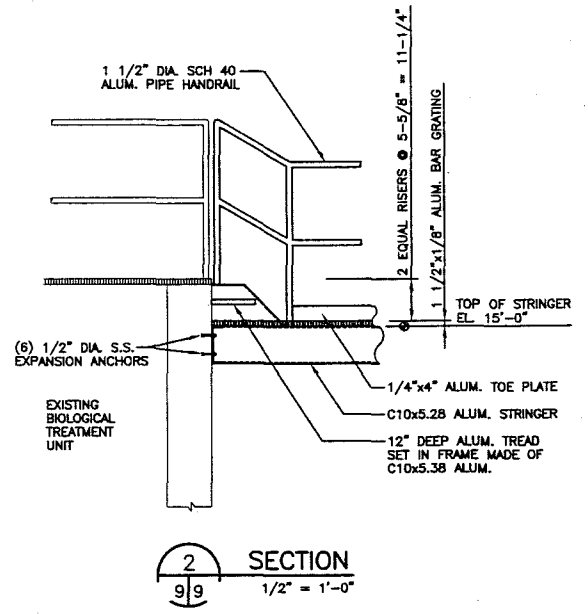
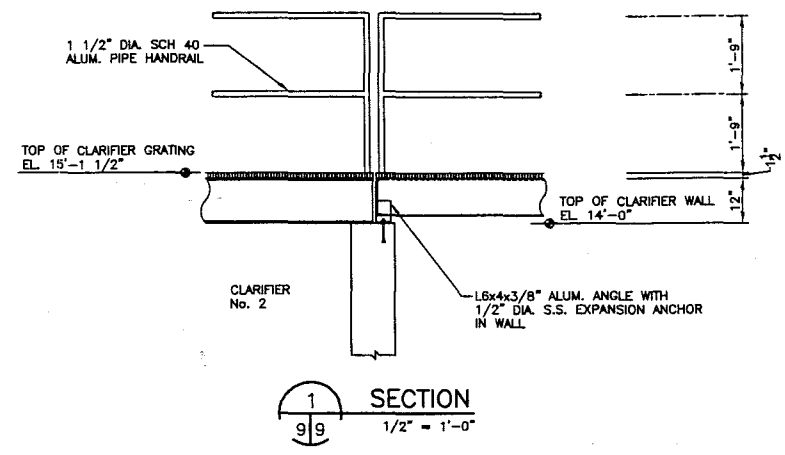
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TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Clarifiers & RAS/MLSS Pumping Sta. - Section
St. Johns County, Florida

JOB NO. 9510-10-1
SHEET NO. 8
OF



CATWALK & STAIR - PLAN
3/8" = 1'-0"

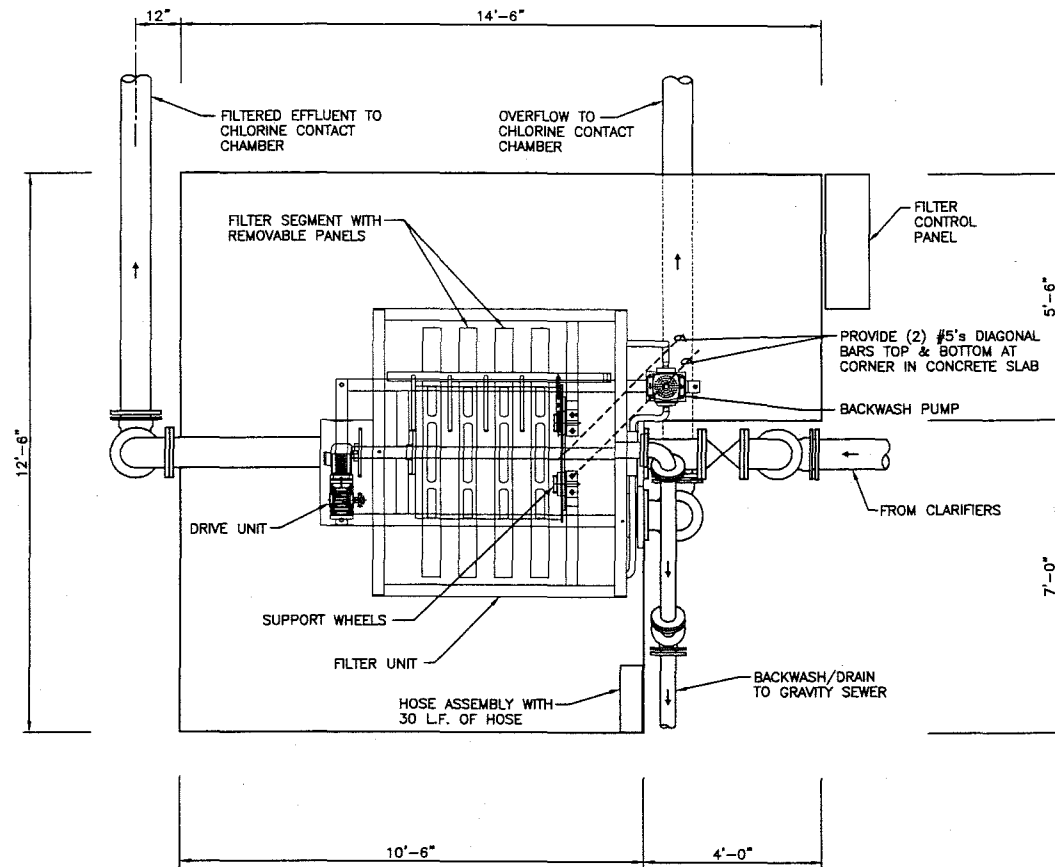


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NO	DATE
BY	
DESIGN	DATE 12/11/01
DRWN	APR
CHKD	APR
APRV	DATE

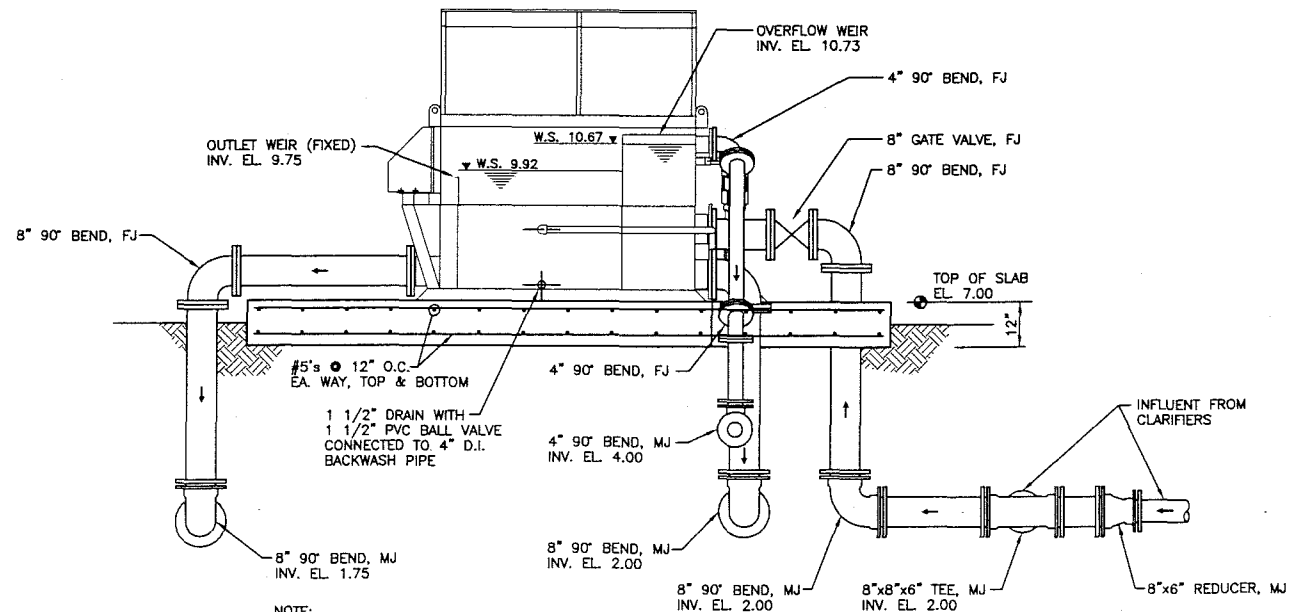
MITTAUER & ASSOCIATES, INC.
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TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Clarifier Catwalk & Stair - Plan & Sections
St. Johns County, Florida

JOB NO. 9510-10-1
SHEET NO. 9
OF

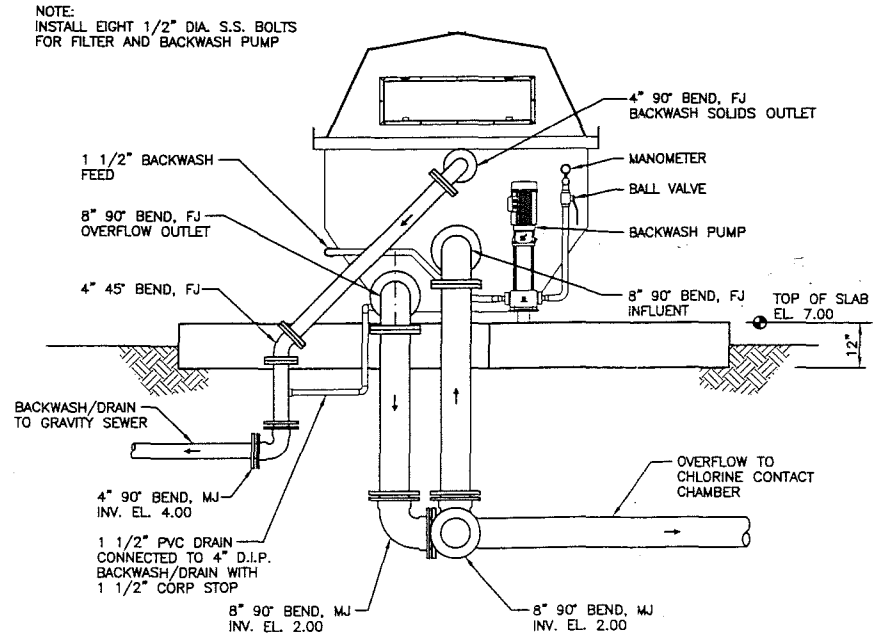


FILTER - PLAN
1/2" = 1'-0"



NOTE:
SEE SHEET No. 19 FOR
STANDARD STRUCTURAL DETAILS

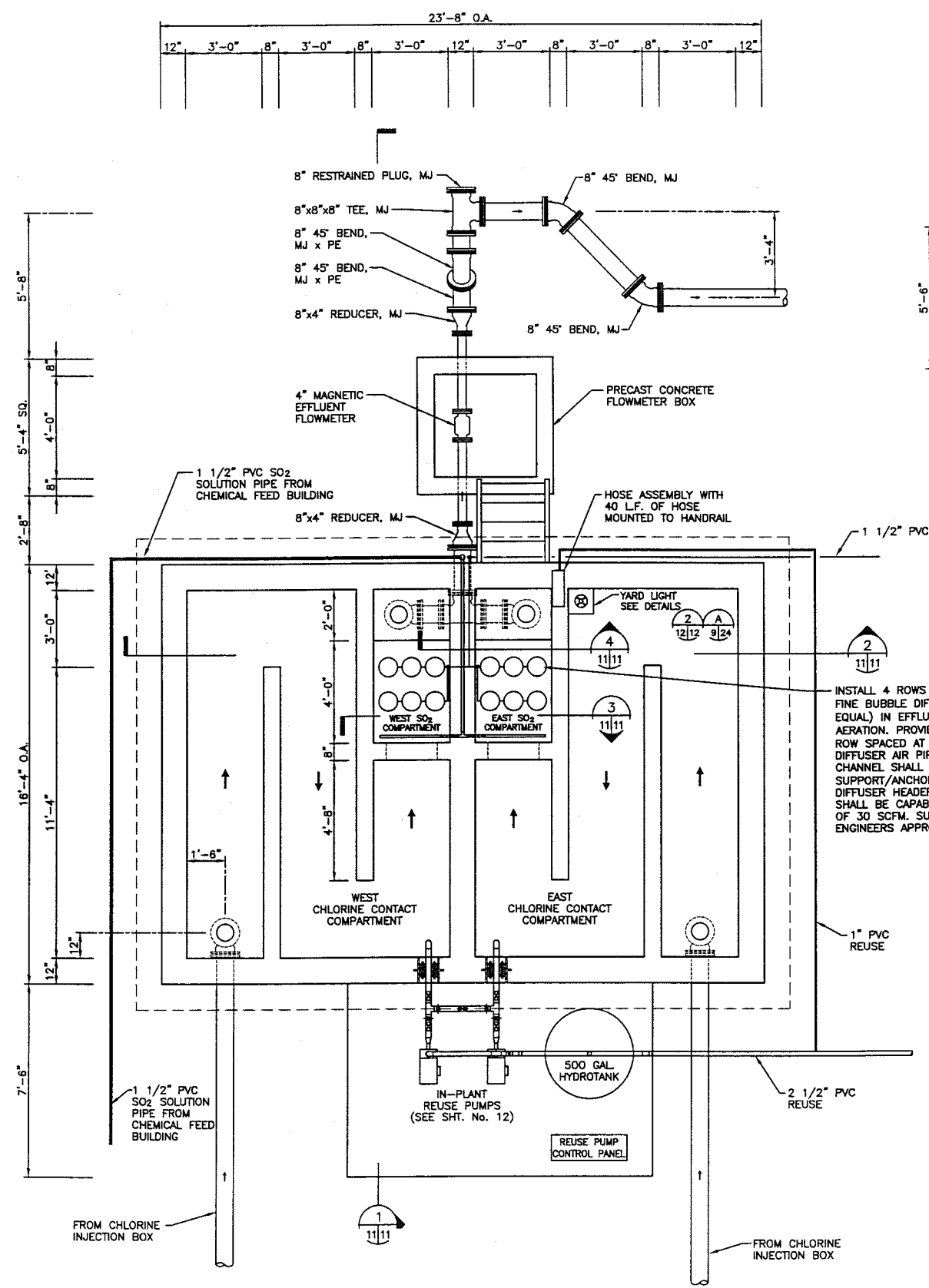
SOUTH ELEVATION
1/2" = 1'-0"



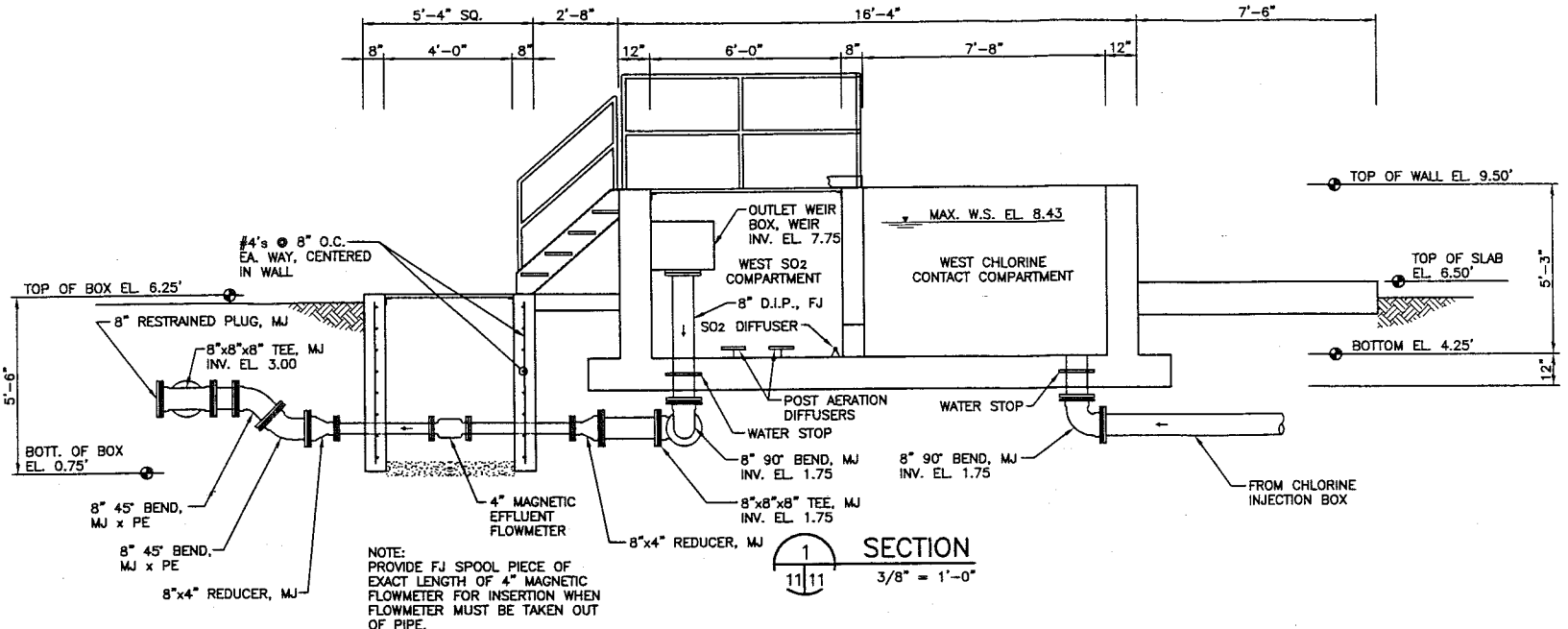
NOTE:
INSTALL EIGHT 1/2" DIA. S.S. BOLTS
FOR FILTER AND BACKWASH PUMP

EAST ELEVATION
1/2" = 1'-0"

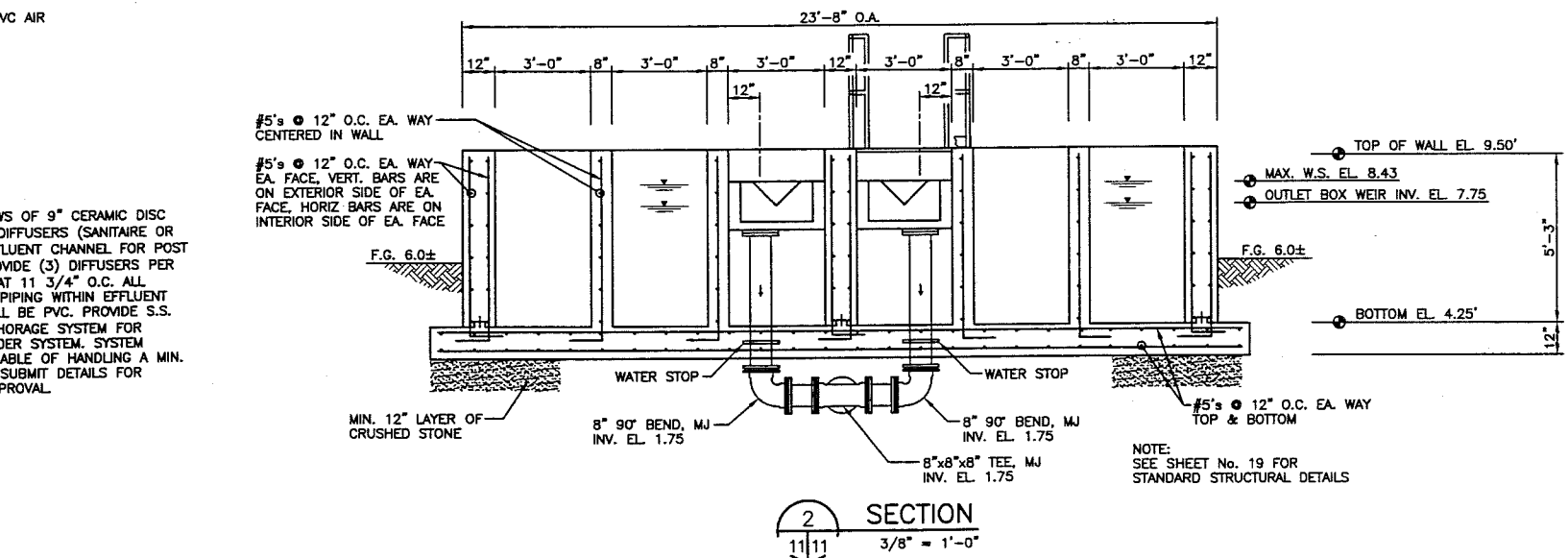
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DRAWN		NO.	
CHECKED		BY	
APPROVED		DATE	
DATE		REVISION DESCRIPTION	
MITTAUER & ASSOCIATES, INC. CONSULTING ENGINEERS 4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0080			
TOWN OF HASTINGS DEP Phase II WWTP Improvements Filter - Mechanical Plan, Sections & Details St. Johns County, Florida			
JOB NO.		SHEET NO.	
9510-10-1		10	
		OF	



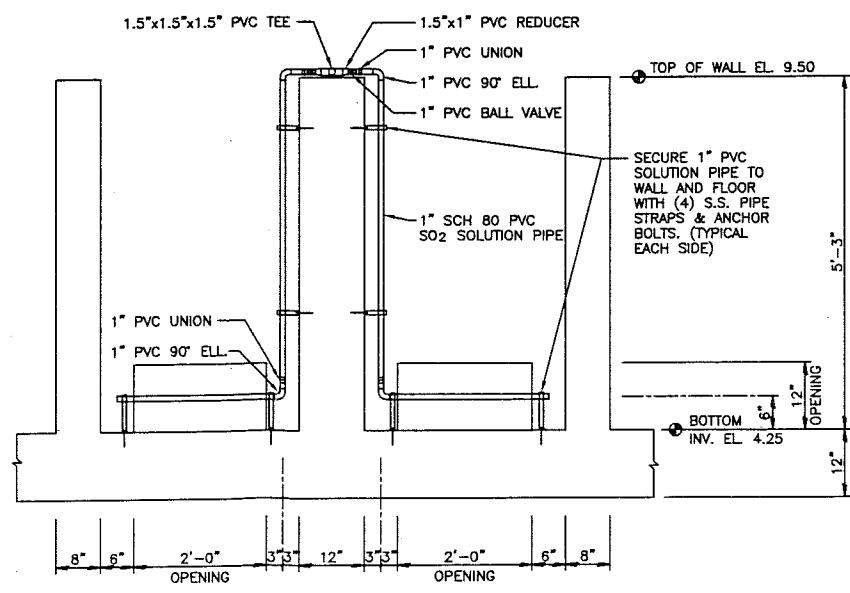
CHLORINE CONTACT CHAMBER - PLAN
3/8" = 1'-0"



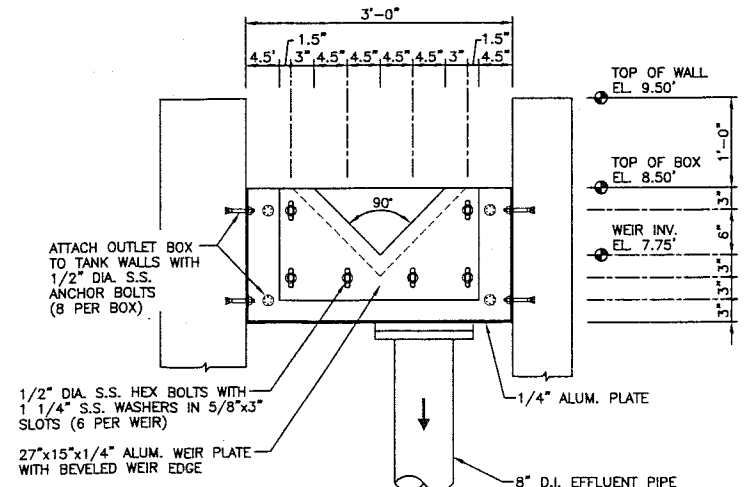
SECTION 1
3/8" = 1'-0"



SECTION 2
3/8" = 1'-0"

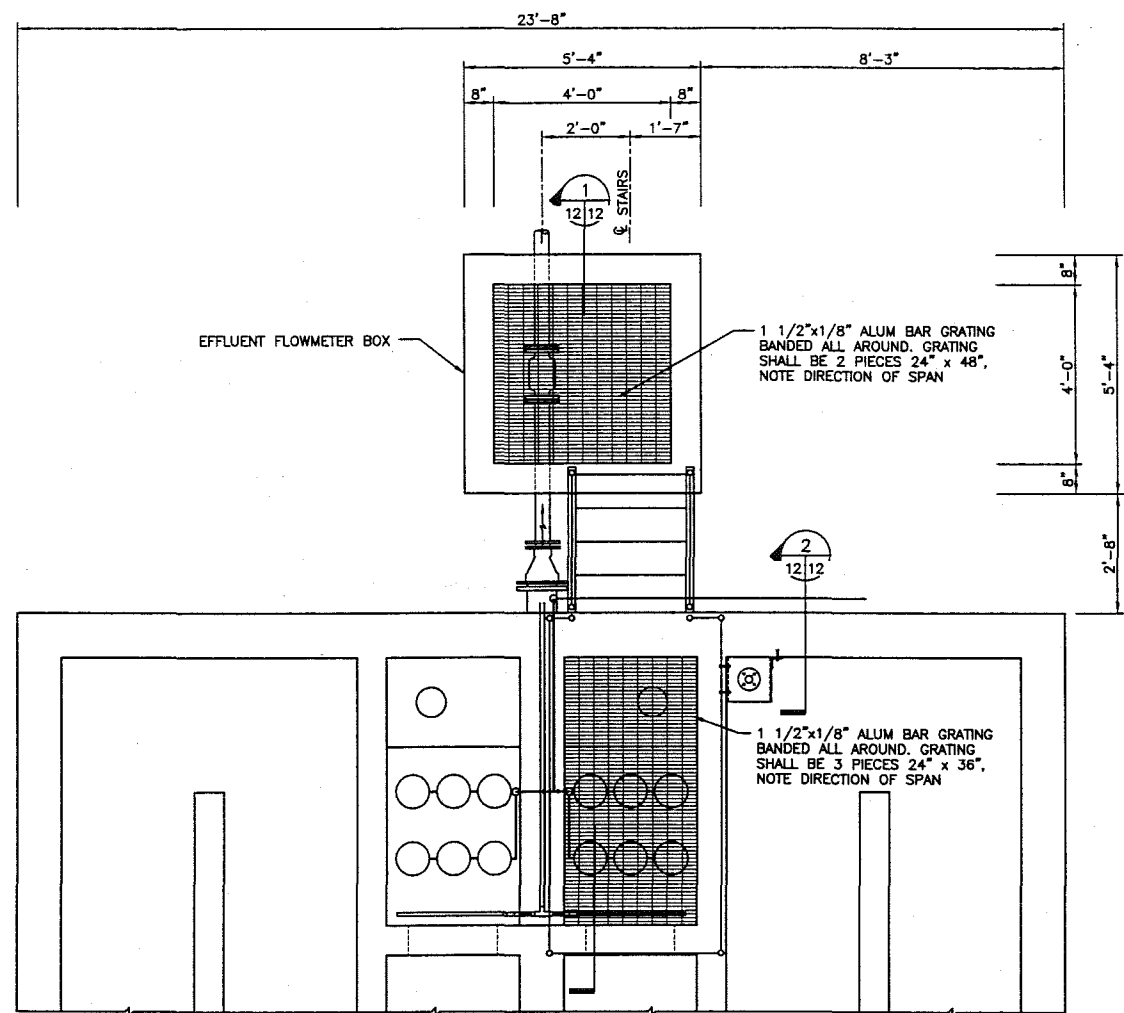


3 SULFUR DIOXIDE DIFFUSER - DETAIL
3/4" = 1'-0"

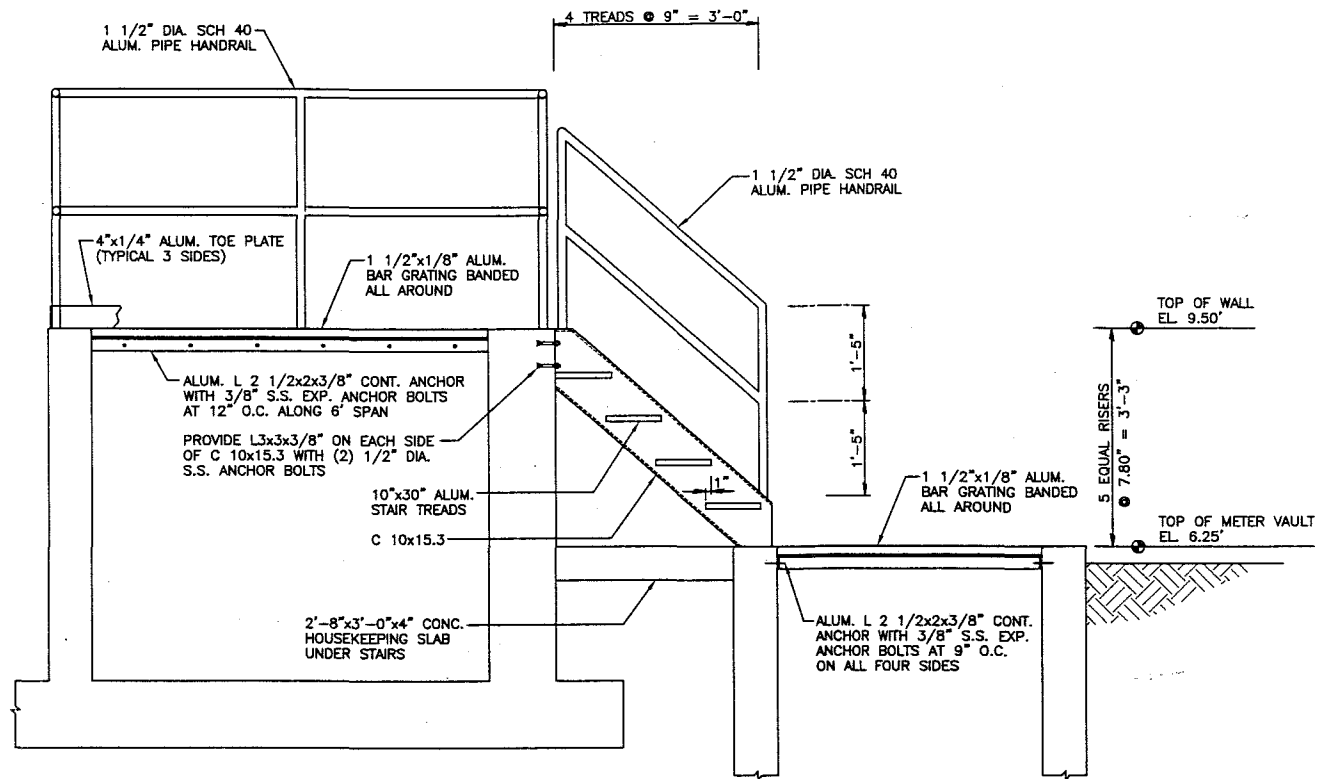


4 OUTLET WEIR BOX - DETAIL
1" = 1'-0"

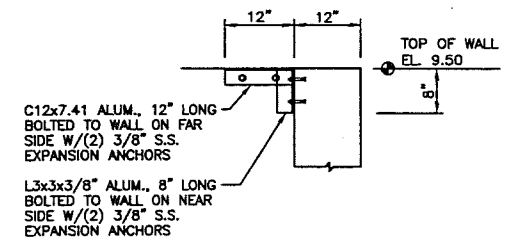
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MITTAUER & ASSOCIATES, INC. CONSULTING ENGINEERS 4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030					REVISION DESCRIPTION NO. DATE BY
TOWN OF HASTINGS DEP Phase II WWP Improvements Chlorine Contact Chamber - Mech. & Struct. St. Johns County, Florida					JOB NO. 9510-10-1 SHEET NO. 11 OF



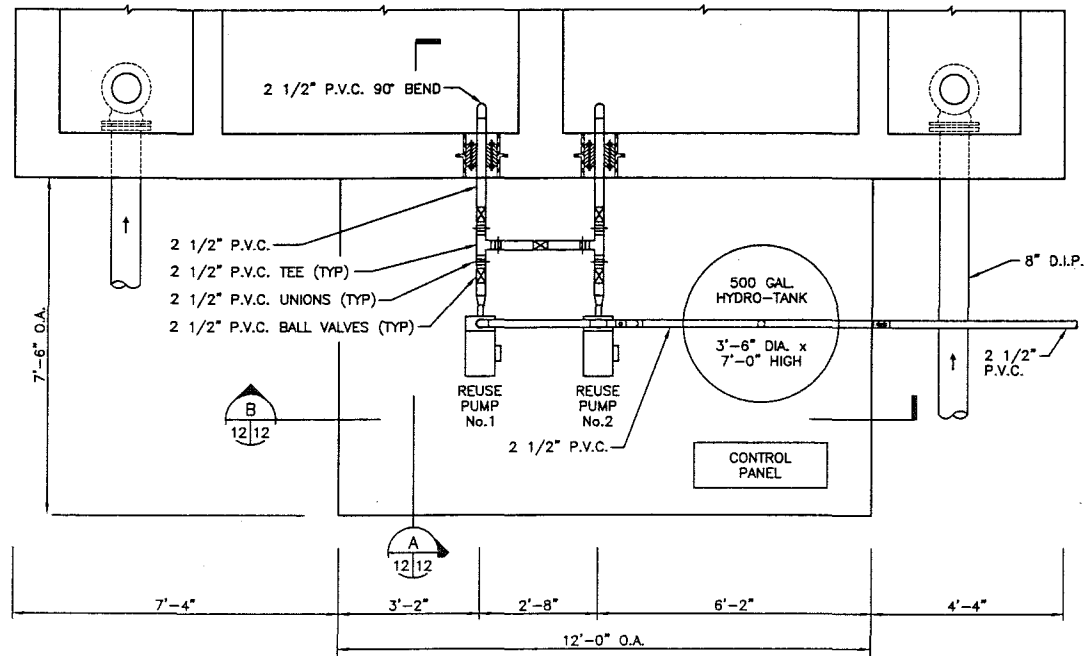
CCC GRATING, STAIRS & METER VAULT - PLAN
1/2" = 1'-0"



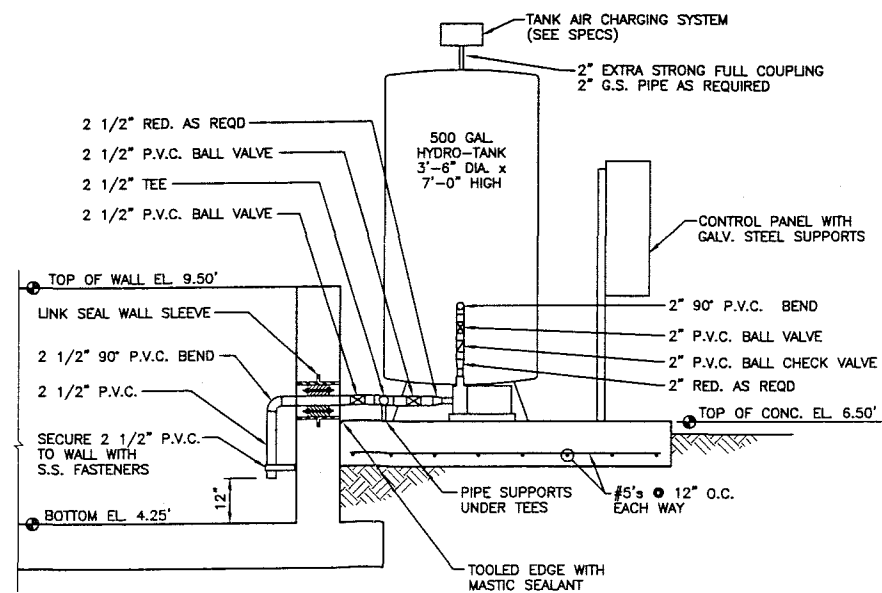
SECTION 1
12/12 3/4" = 1'-0"



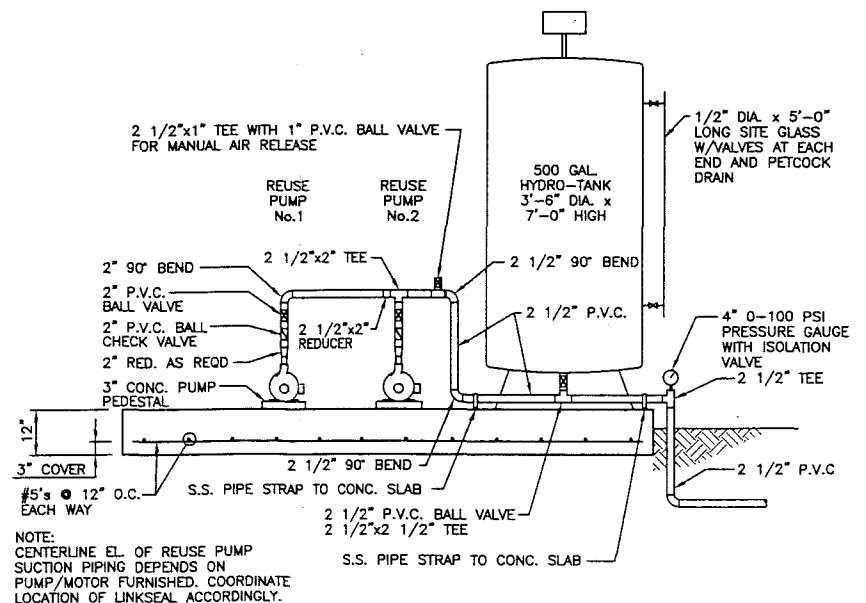
SECTION 2 LIGHT SUPPORT BRACKET
12/12 1 REQUIRED 3/4" = 1'-0"



IN-PLANT REUSE PUMP SYSTEM - PLAN
1/2" = 1'-0"

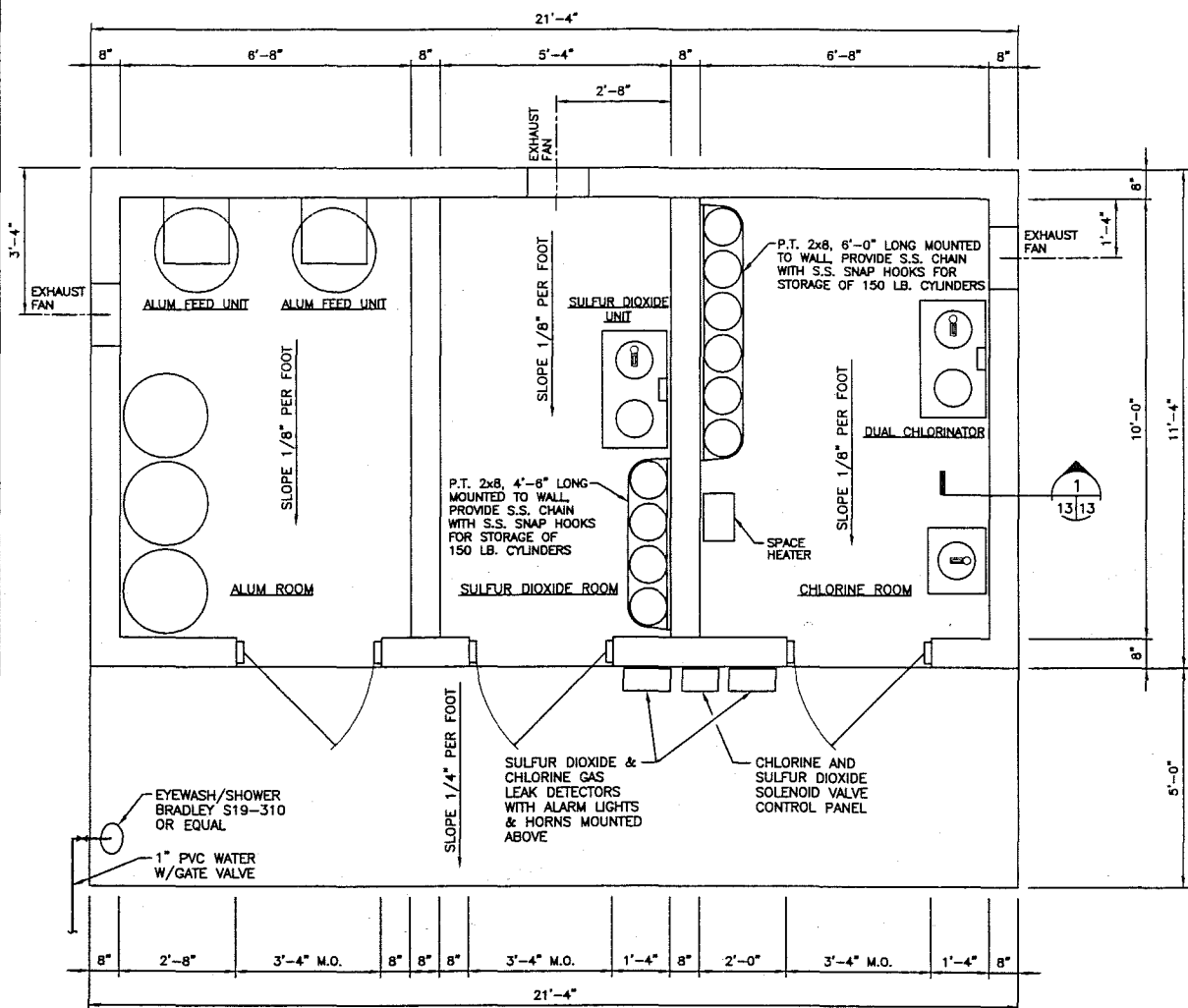


SECTION A
12/12 1/2" = 1'-0"

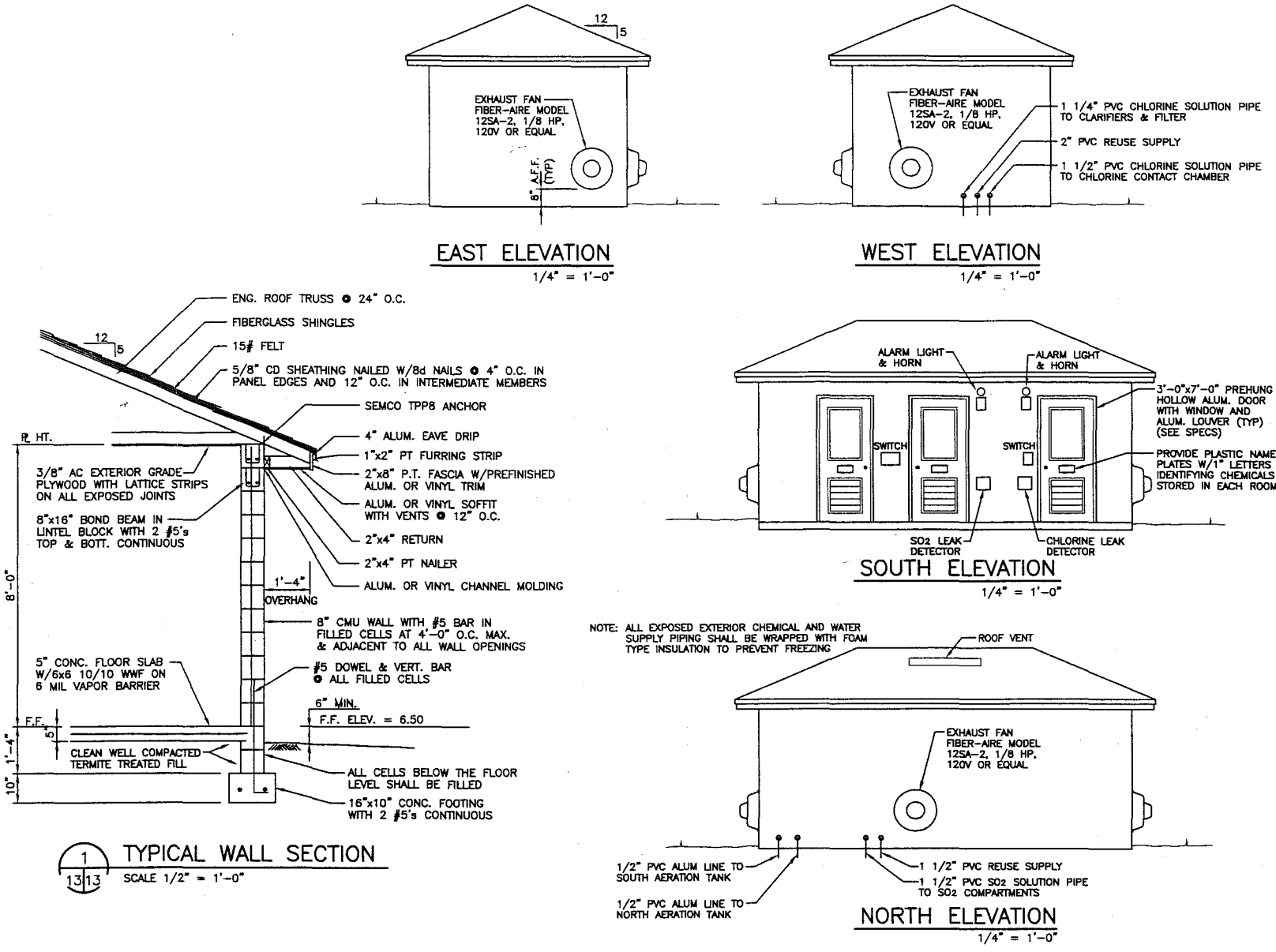


SECTION B
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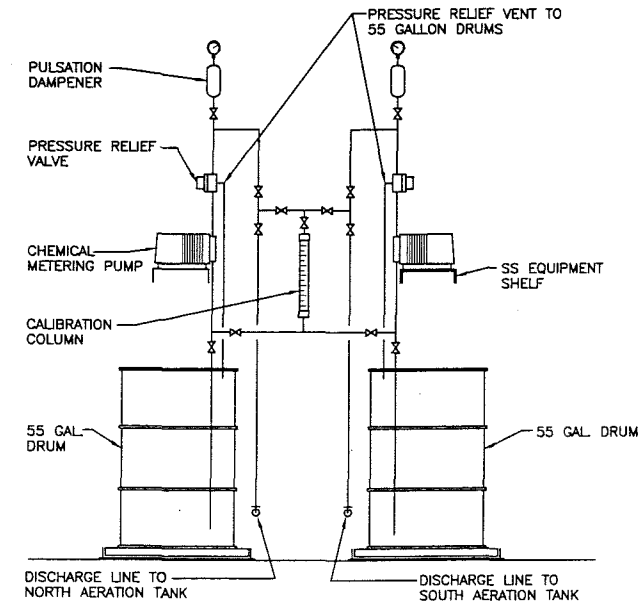
REVISION DESCRIPTION
 NO. DATE BY
 DESG. DRWN. J.P.Z.
 CHKD. APRV. DATE 12/11/01
MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030
TOWN OF HASTINGS
 DEP Phase II WWTP Improvements
 Chlorine Contact Chamber - Reuse Details
 St. Johns County, Florida
 JOB No. 9510-10-1
 SHEET No. 12
 OF



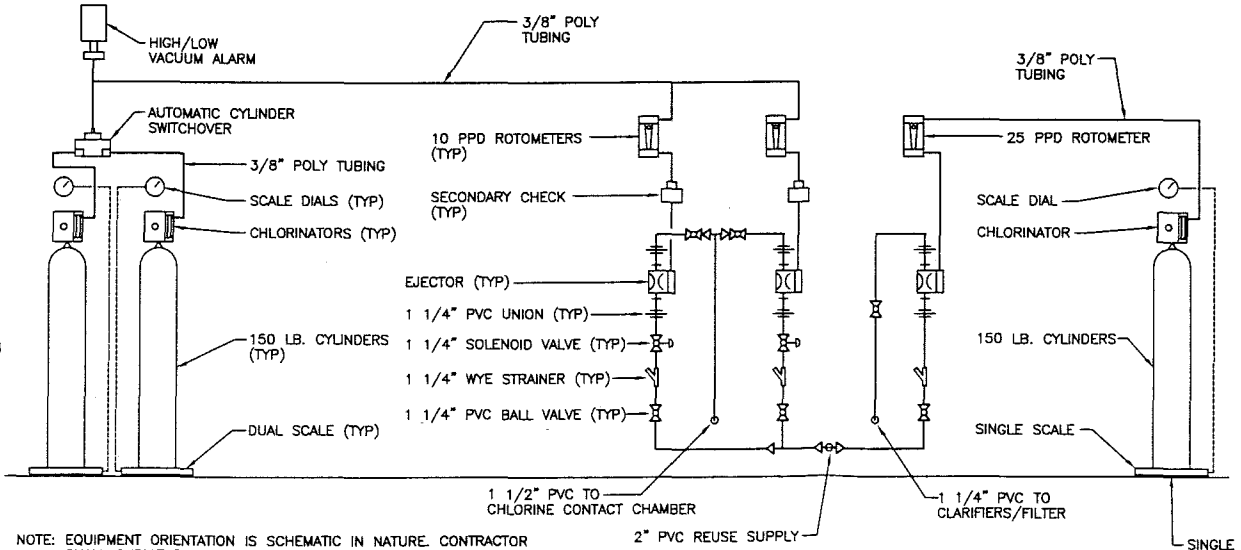
CHEMICAL FEED BUILDING
1/2" = 1'-0"



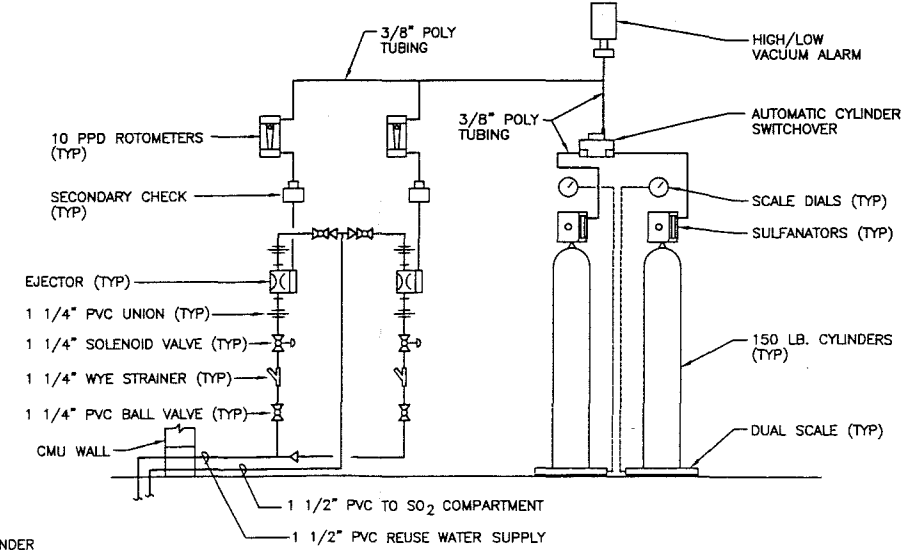
TYPICAL WALL SECTION
SCALE 1/2" = 1'-0"



ALUM FEED PIPING - SCHEMATIC
N.T.S.

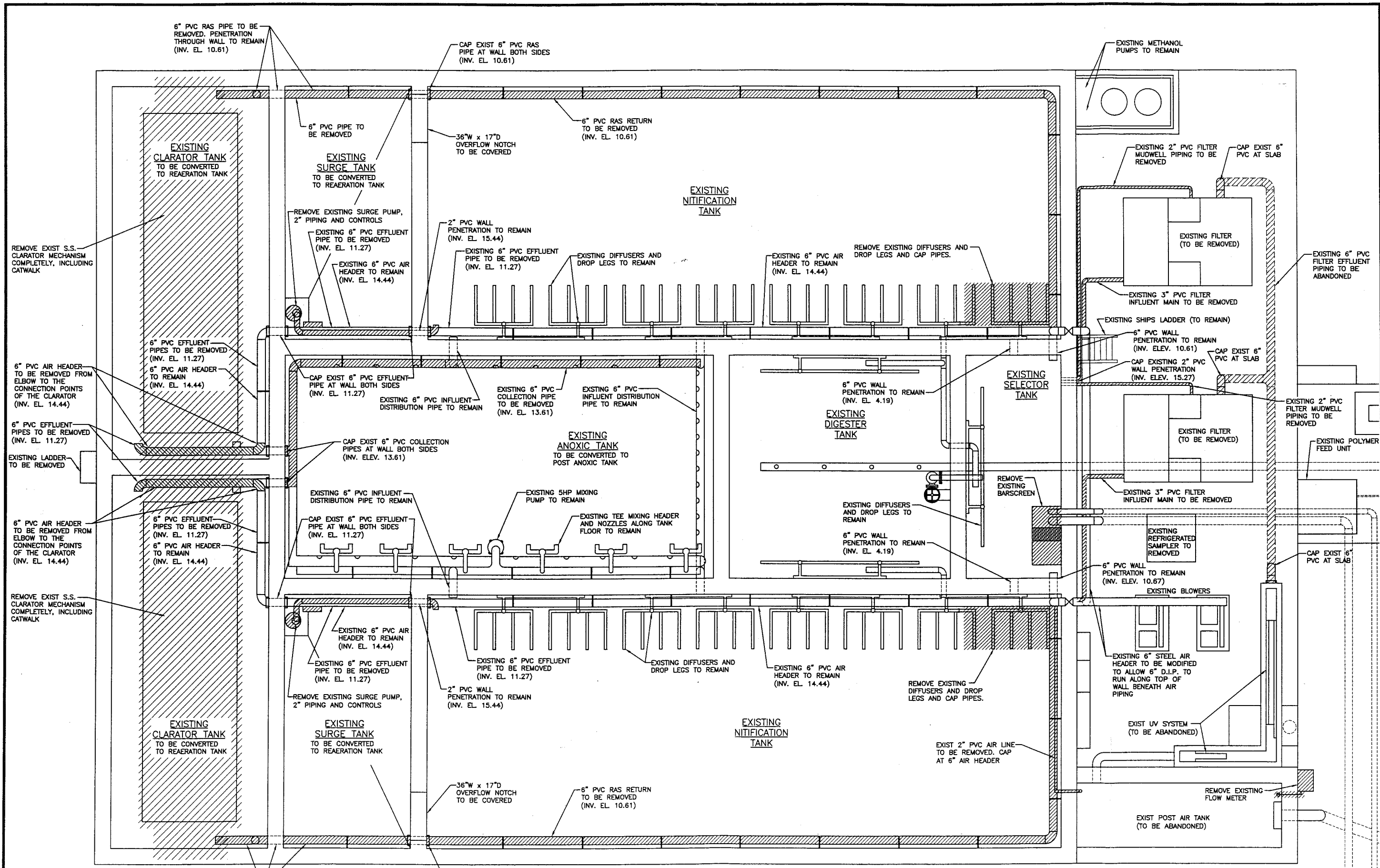


CHLORINE ROOM - SCHEMATIC
N.T.S.



SULFUR DIOXIDE ROOM - SCHEMATIC
N.T.S.

REVISION DESCRIPTION
 BY
 DATE
 NO
 DESO DRWN: JFZ
 CHKD: APV
 DATE: 12/11/91
MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
 4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030
TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Chemical Feed Building - Plan, Section & Details
 St. Johns County, Florida
 JOB NO. 9510-10-1
 SHEET NO. 13
 OF



DEMOLITION PLAN

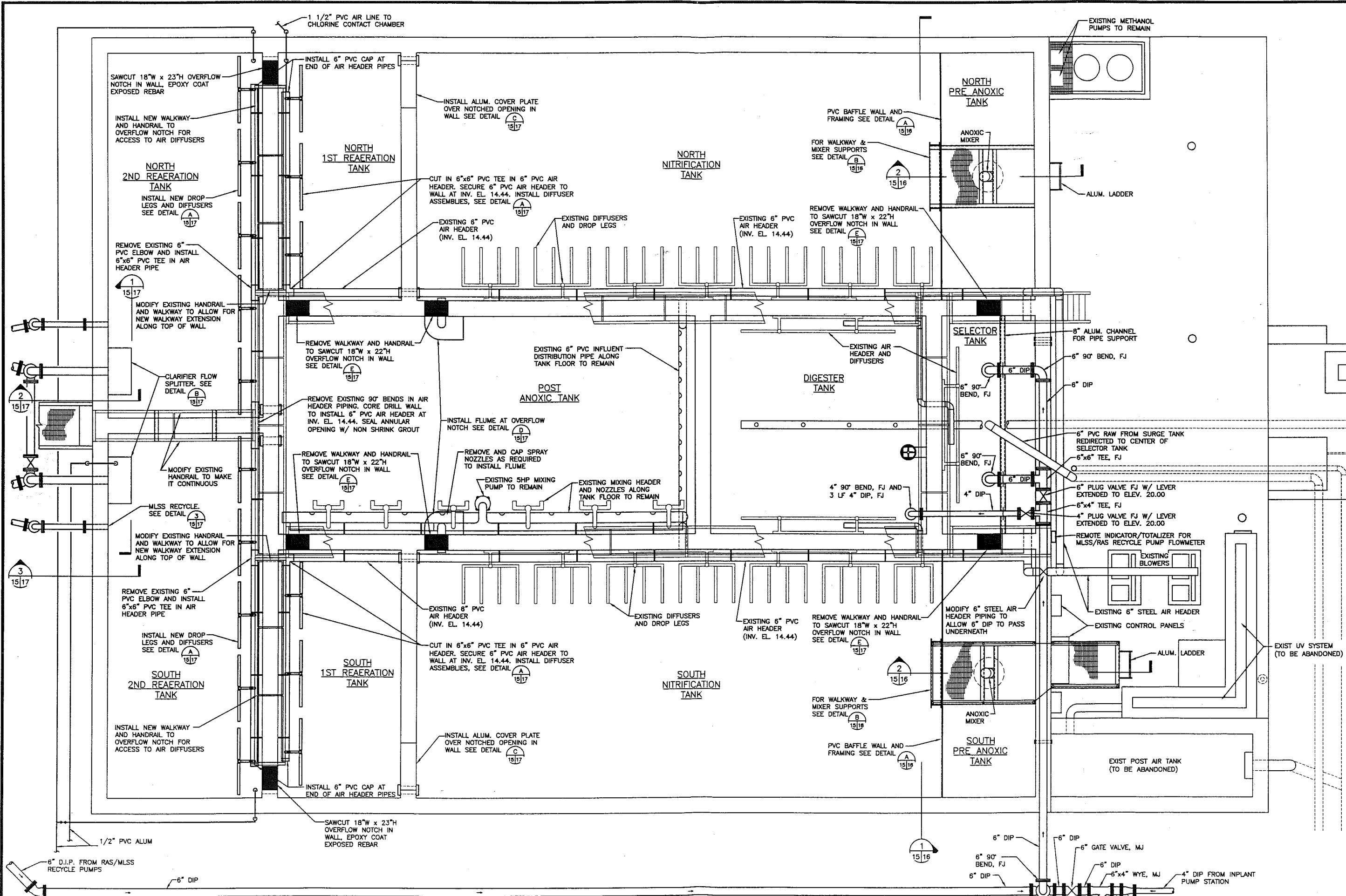
3/8" = 1'-0"

NOTE:
WALKWAYS AND HANDRAILS NOT SHOWN
FOR CLARITY

TOWN OF HASTINGS
 DEP Phase II WWTP Improvements
 Existing Biological Treatment Unit - Demo. Plan
 St. Johns County, FL

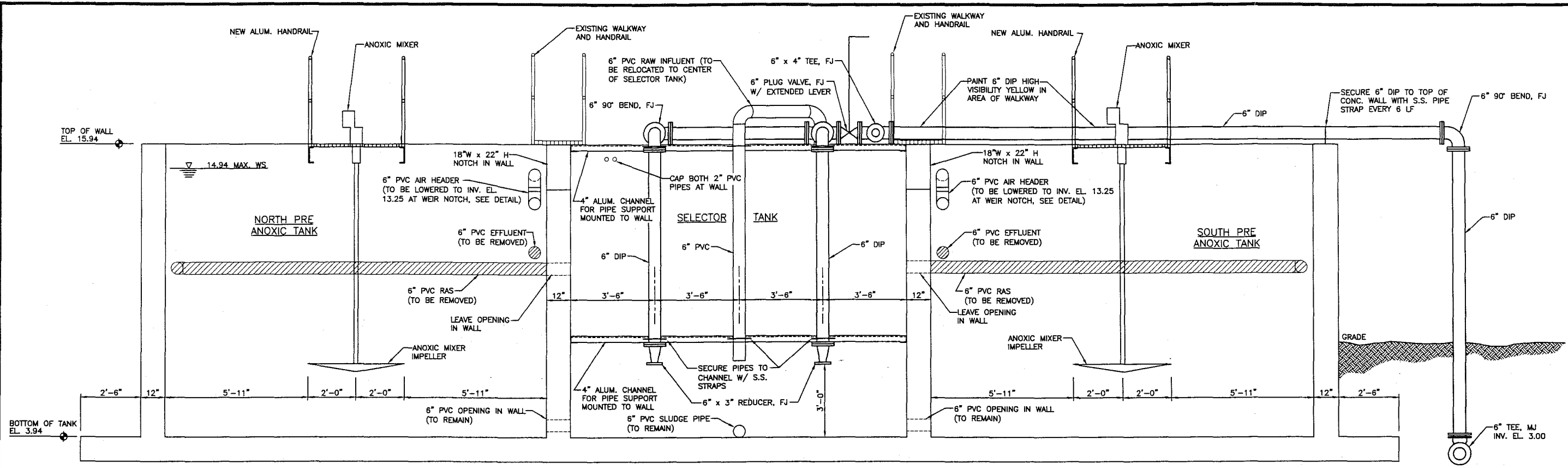
MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4611-4 U.S. Hwy 17, Orange Park, Florida (904) 276-0080

NO.	DATE	BY	REVISION DESCRIPTION
DESIGNED	12/11/01	DSB/AFZ	
DRAWN		CHKD	
APPROVED		APRV	

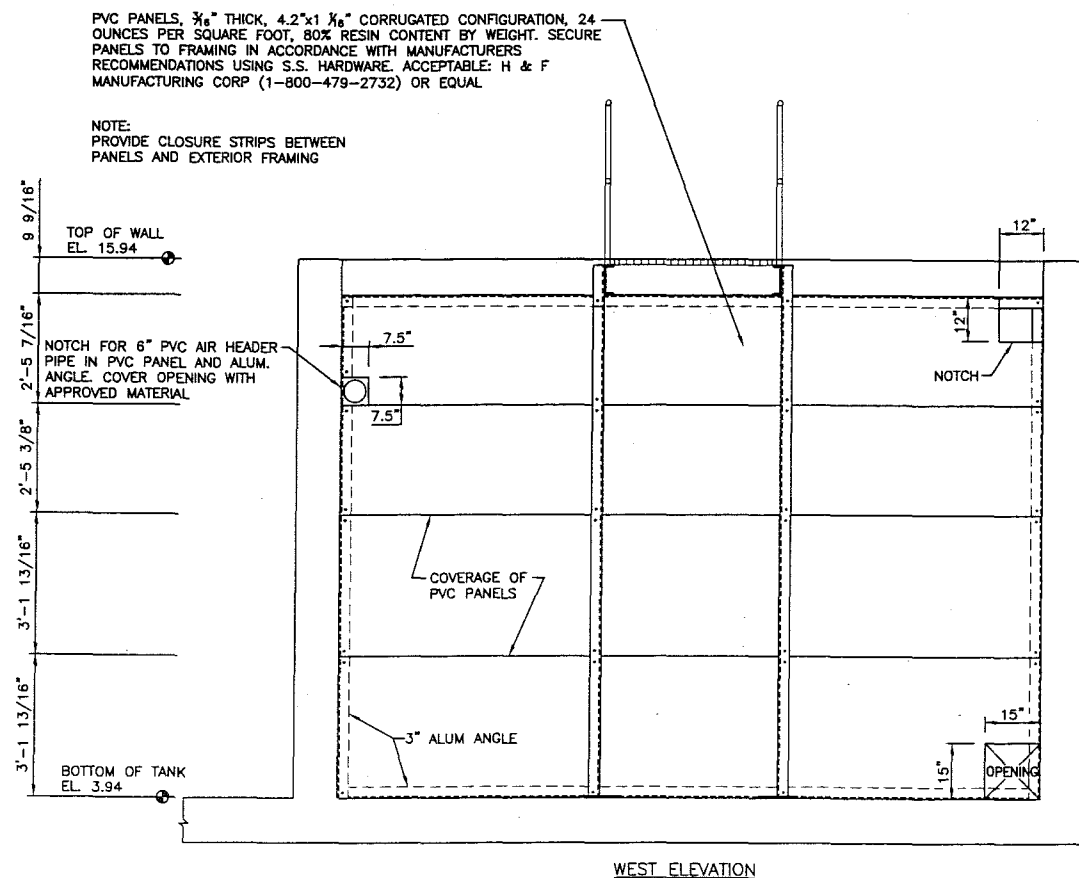


MECHANICAL PLAN
3/8" = 1'-0"

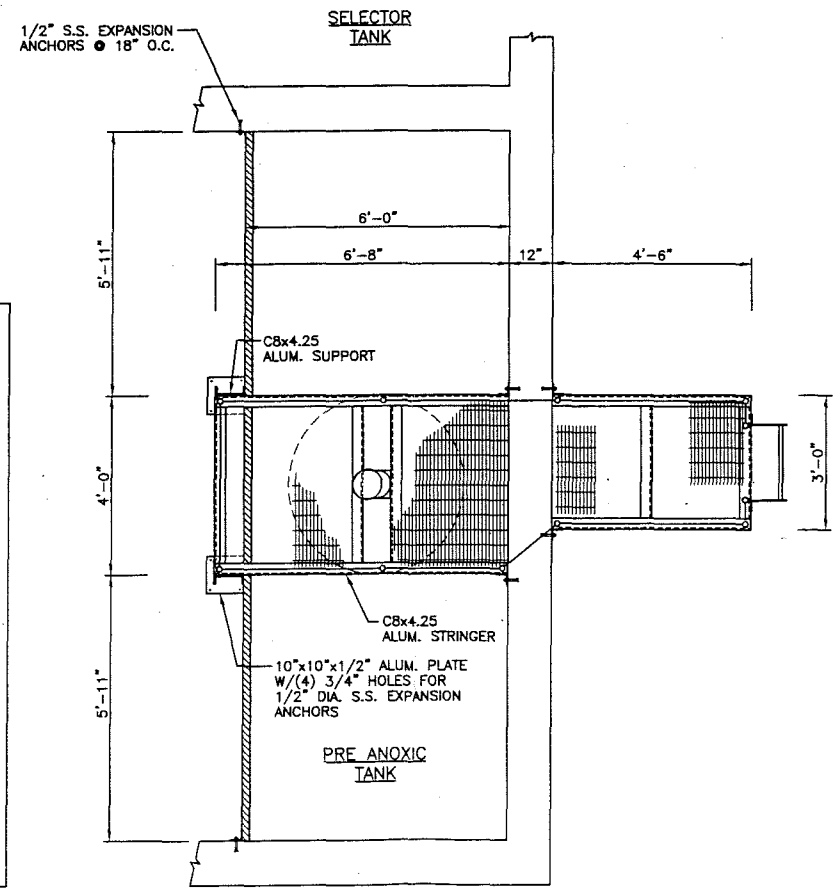
DESIGN DRAWN CHKD APRV DATE	NO.	DATE	BY	REVISION DESCRIPTION
DSK/RFZ	1517	12/11/01	BY	
MITTAUER & ASSOCIATES, INC. CONSULTING ENGINEERS				
4611-4 U.S. Hwy 17, Orange Park, Florida (904) 278-0080				
TOWN OF HASTINGS DEP Phase II WWTP Improvements Existing Biological Treatment Unit - Modifications St. Johns County, FL				
JOB NO. 9510-10-1 SHEET NO.				
15 OF				



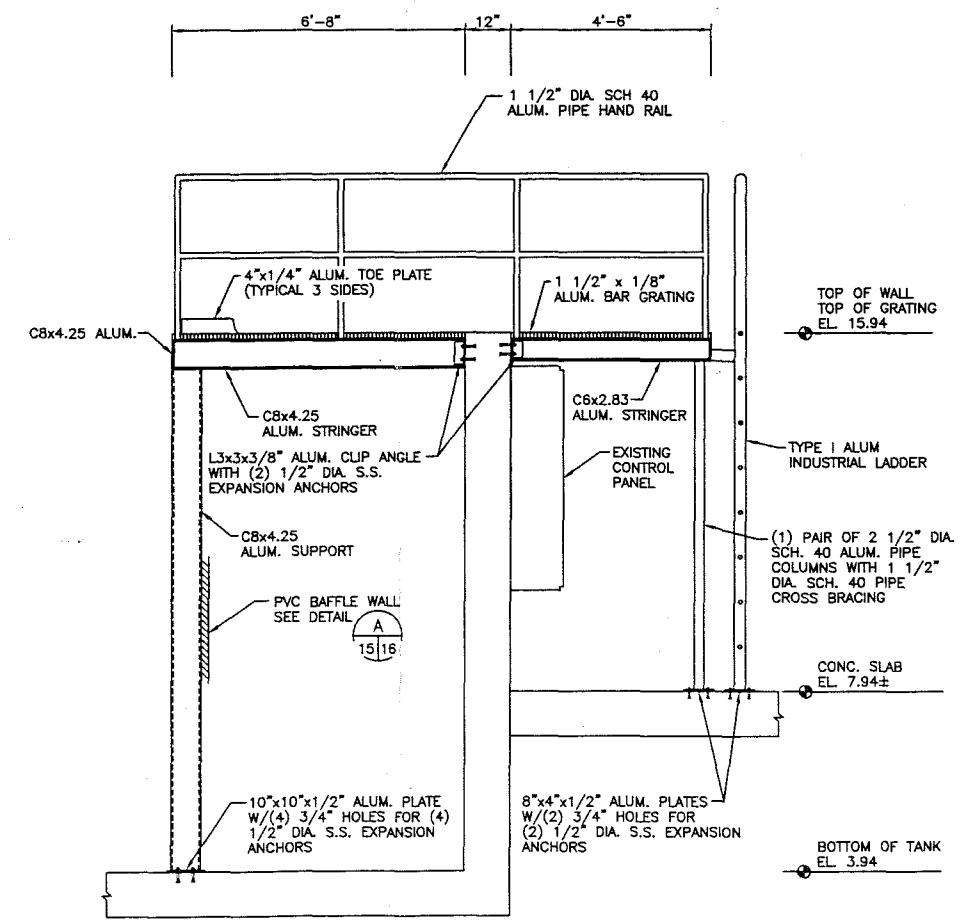
1 PRE ANOXIC/SELECTOR TANK - SECTION
15/16 1/2" = 1'-0"



A PVC BAFFLE WALL AND SUPPORT DETAIL
15/16 1/2" = 1'-0"



B ANOXIC MIXER SUPPORT & PLATFORM - PLAN
15/16 1/2" = 1'-0"



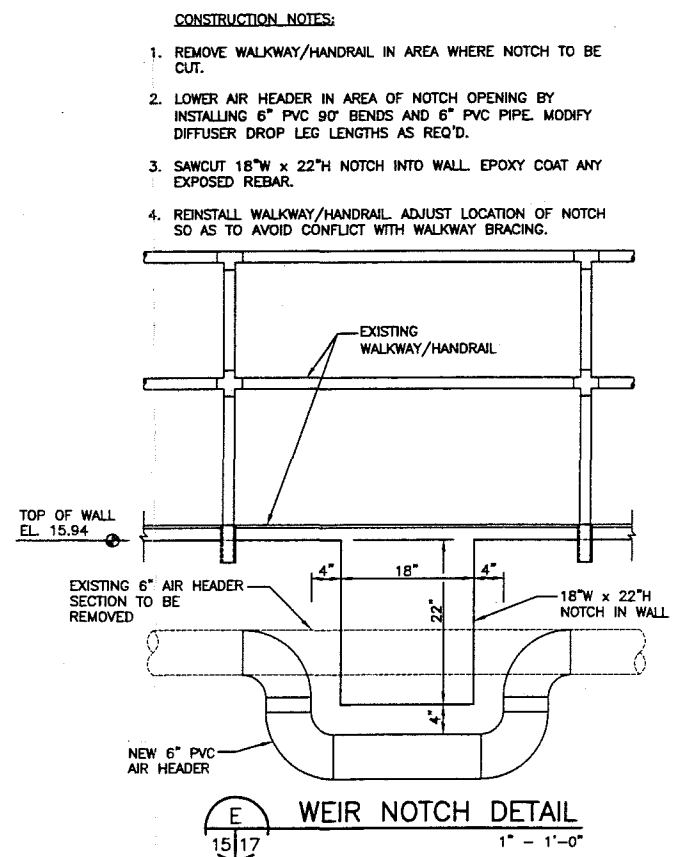
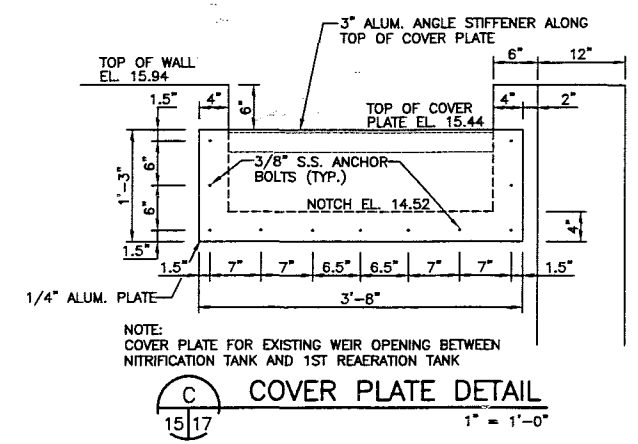
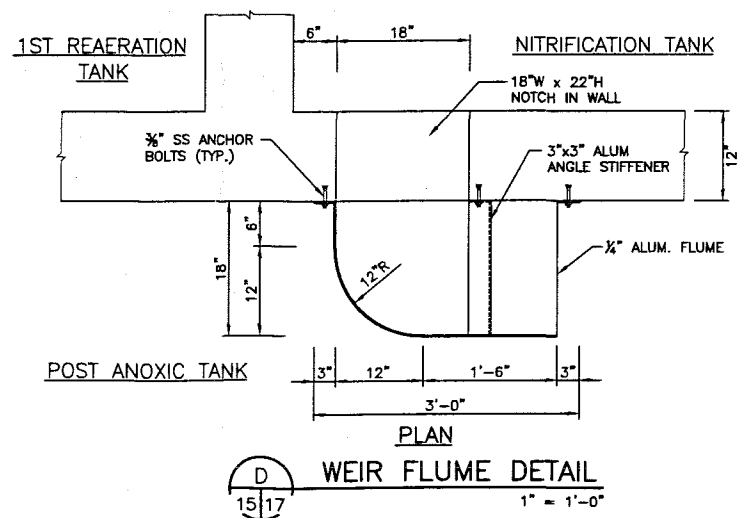
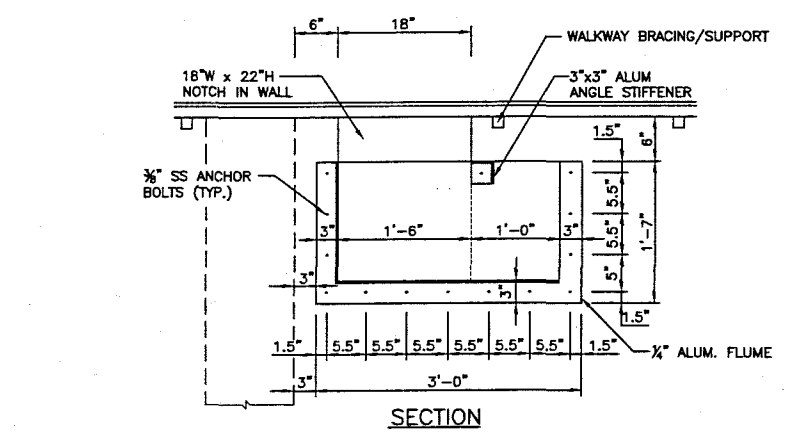
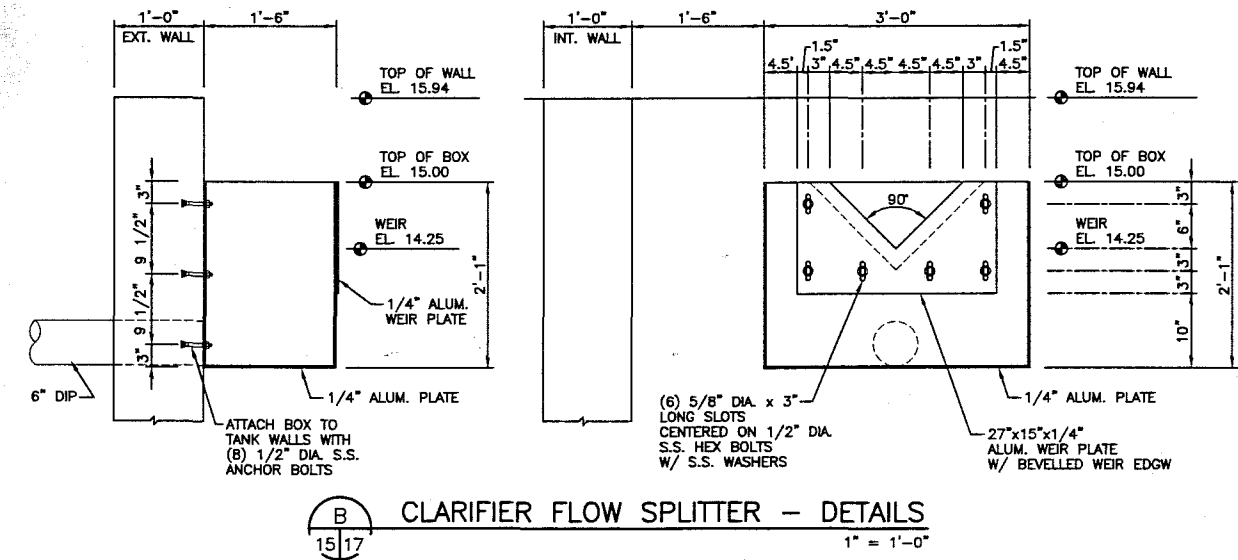
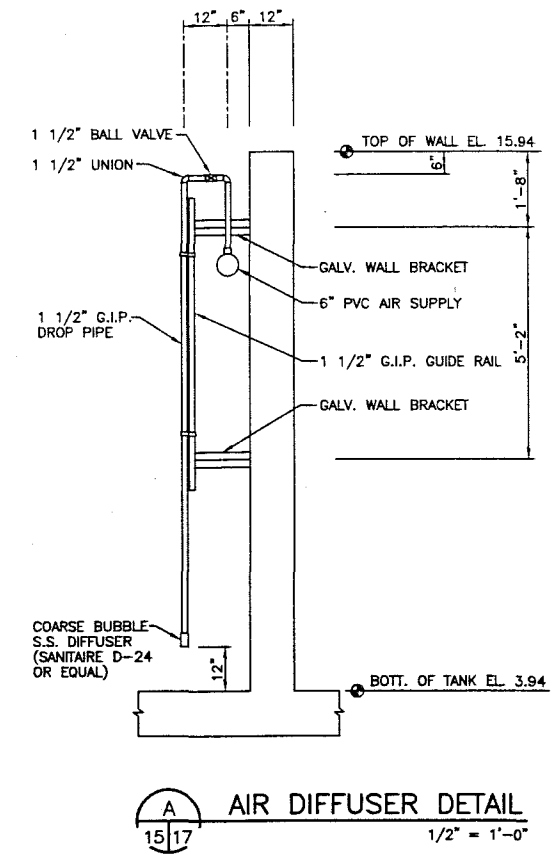
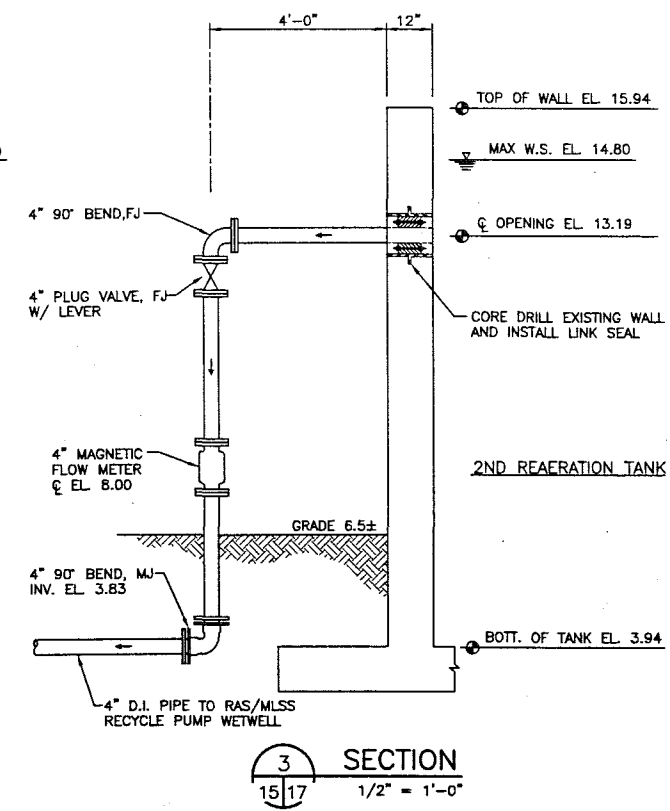
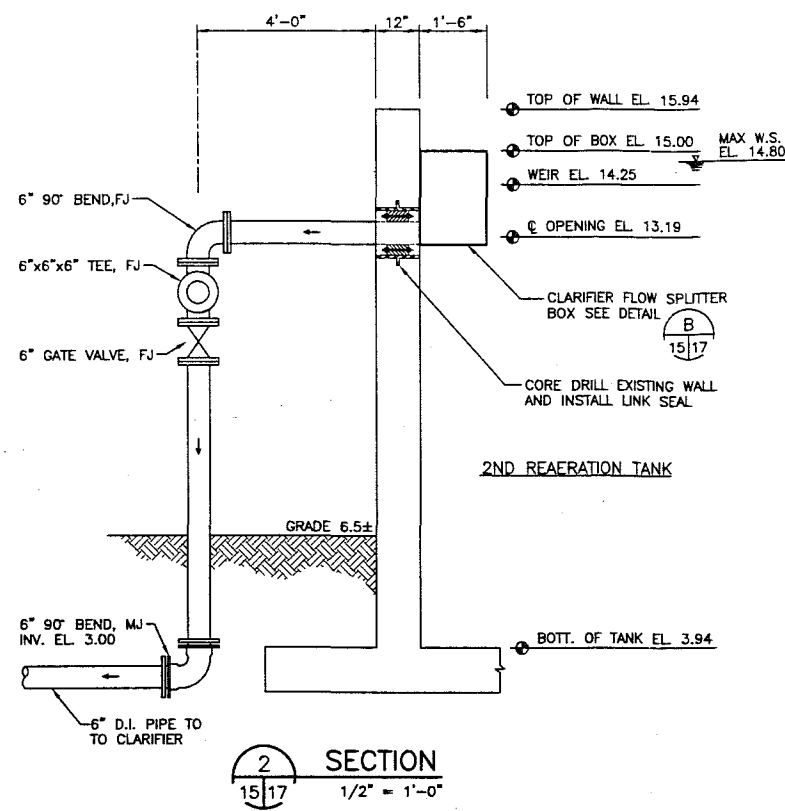
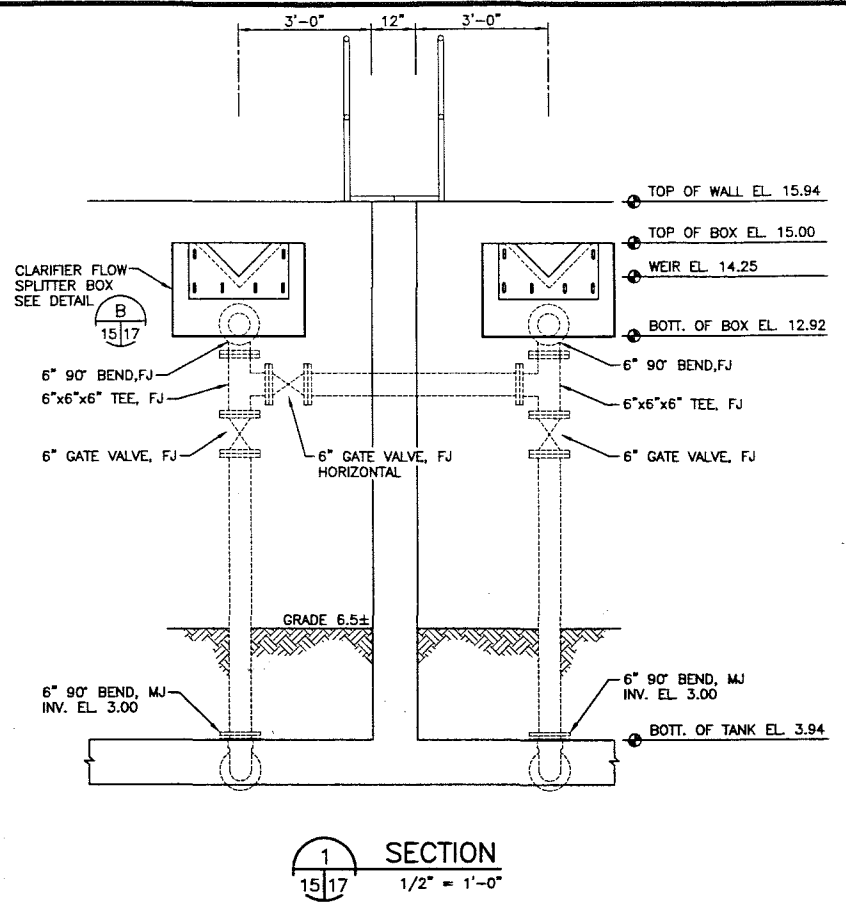
2 ANOXIC MIXER SUPPORT & PLATFORM - SECTION
15/16 1/2" = 1'-0"

DESIGN	DSJ/APZ	DATE	12/11/01
DRAWN	CHKD	APRV	
NO.		DATE	
BY			
REVISION DESCRIPTION			

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030

TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Existing Biological Treatment Unit - Modifications
St. Johns County, Florida

JOB NO. 9510-10-1
SHEET NO. 16
OF



CONSTRUCTION NOTES:

1. REMOVE WALKWAY/HANDRAIL IN AREA WHERE NOTCH TO BE CUT.
2. LOWER AIR HEADER IN AREA OF NOTCH OPENING BY INSTALLING 6" PVC 90° BENDS AND 6" PVC PIPE. MODIFY DIFFUSER DROP LEG LENGTHS AS REQ'D.
3. SAWCUT 18"W x 22"H NOTCH INTO WALL EPOXY COAT ANY EXPOSED REBAR.
4. REINSTALL WALKWAY/HANDRAIL. ADJUST LOCATION OF NOTCH SO AS TO AVOID CONFLICT WITH WALKWAY BRACING.

TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Existing Biological Treatment Unit - Modifications
St. Johns County, Florida

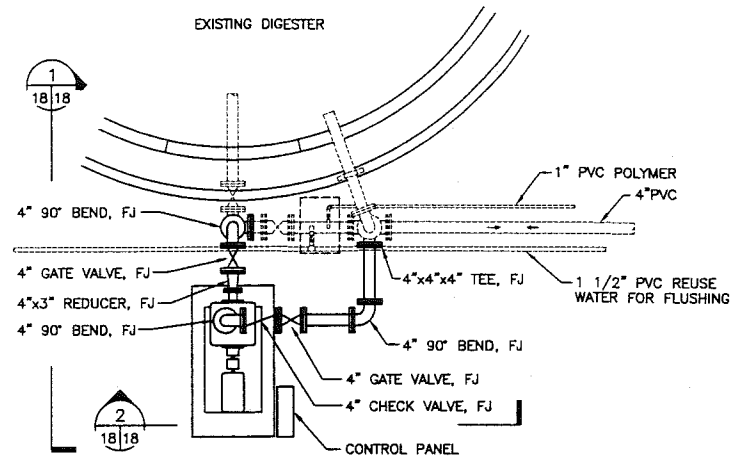
MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
4611-4 U.S. Highway 17, Orange Park, Florida (904) 276-0030

JOB NO.
9510-10-1
SHEET NO.
17
OF

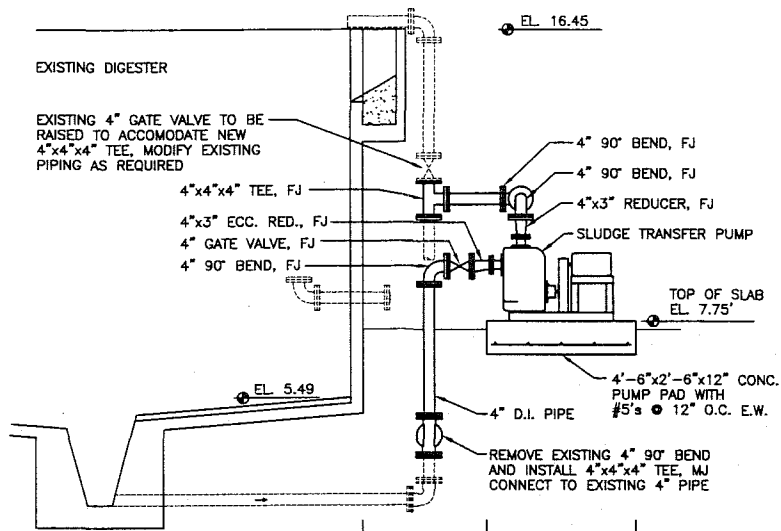
REVISION DESCRIPTION

NO DATE BY

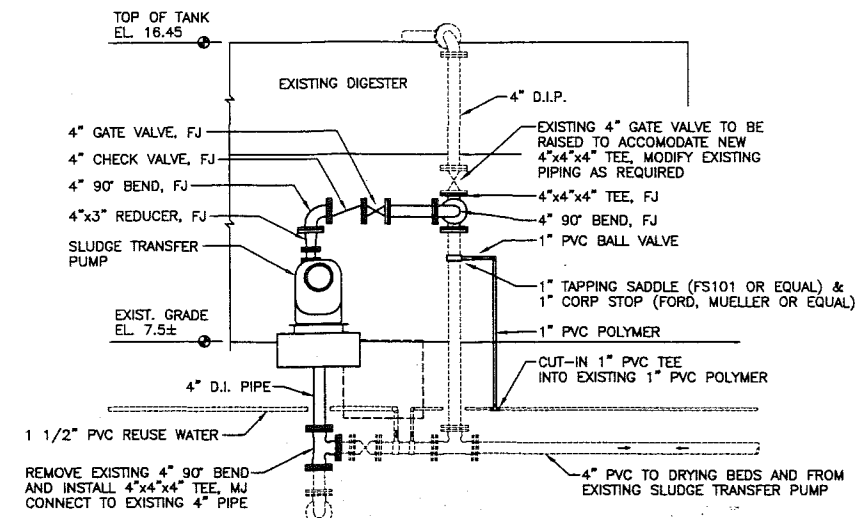
DESIGNER
DRAWN
CHECKED
APPROVED
DATE 12/11/91



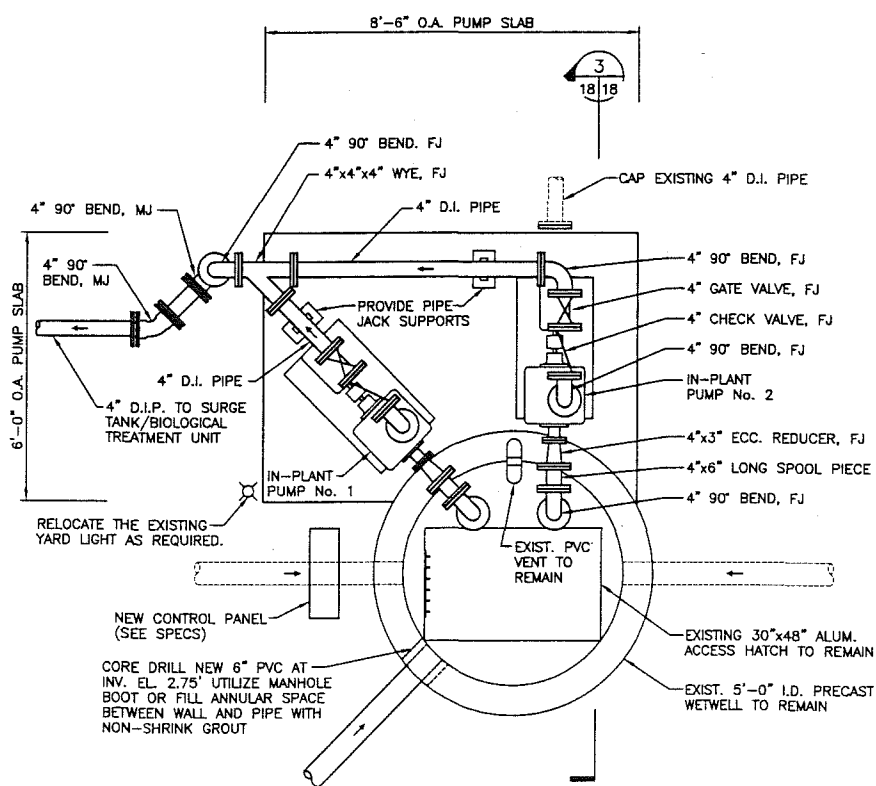
SLUDGE TRANSFER PUMP - PLAN
(ADDITIVE ALT. No. 1) 3/8" = 1'-0"



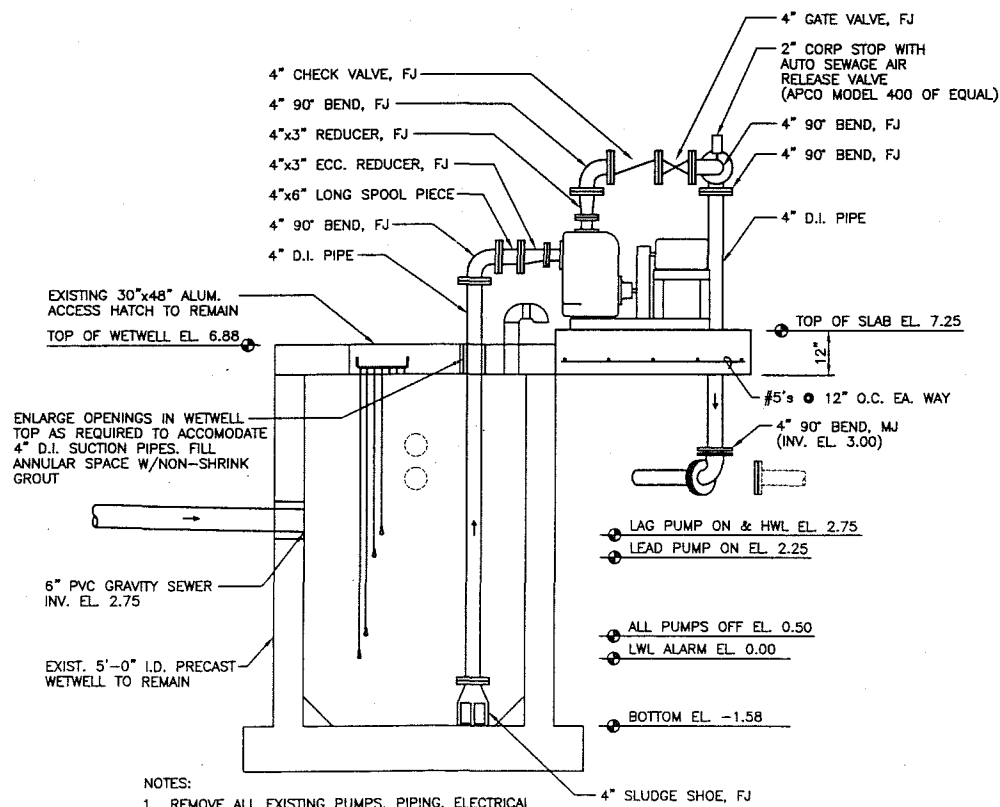
1 SLUDGE TRANSFER PUMP - SECTION
18/18 3/8" = 1'-0"



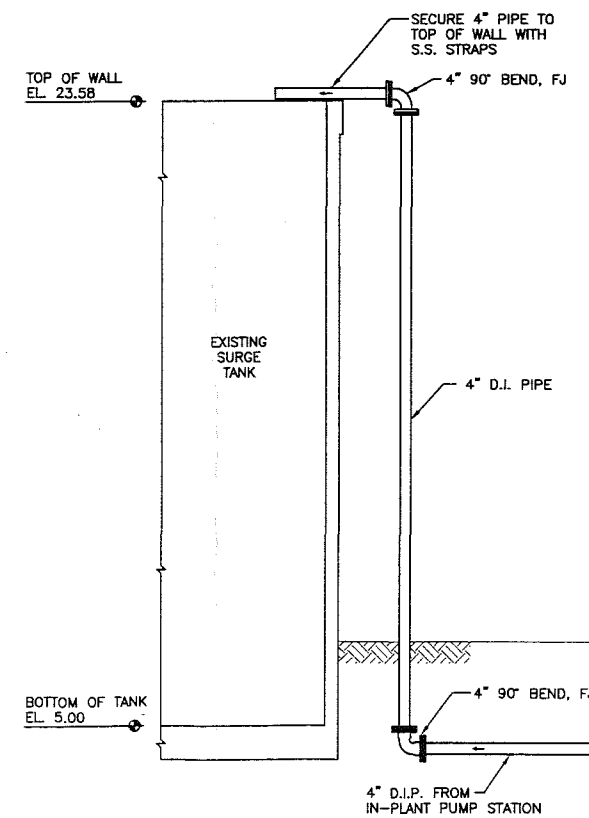
2 SLUDGE TRANSFER PUMP - SECTION
18/18 3/8" = 1'-0"



IN-PLANT PUMP STATION MODIFICATIONS - PLAN
1/2" = 1'-0"



3 SECTION
18/18 1/2" = 1'-0"



4 EXISTING SURGE TANK
5/18 3/8" = 1'-0"

- NOTES:
1. REMOVE ALL EXISTING PUMPS, PIPING, ELECTRICAL AND FLOAT SWITCHES.
 2. PROVIDE TEMPORARY BYPASS PUMPING AS REQUIRED DURING MODIFICATIONS TO IN-PLANT PUMP STATION

MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030

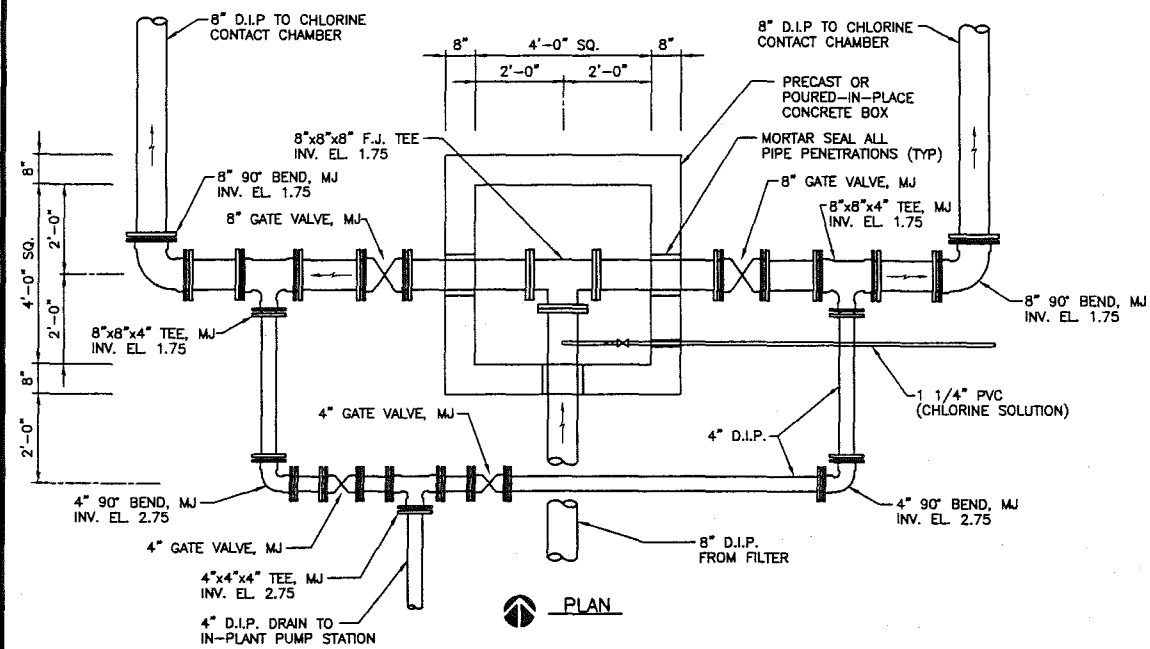
TOWN OF HASTINGS
 DEP Phase II WWTP Improvements
 Sludge Transfer Pump & In-Plant Pump Sta.
 St. Johns County, Florida

JOB NO.
 9510-10-1
 SHEET NO.

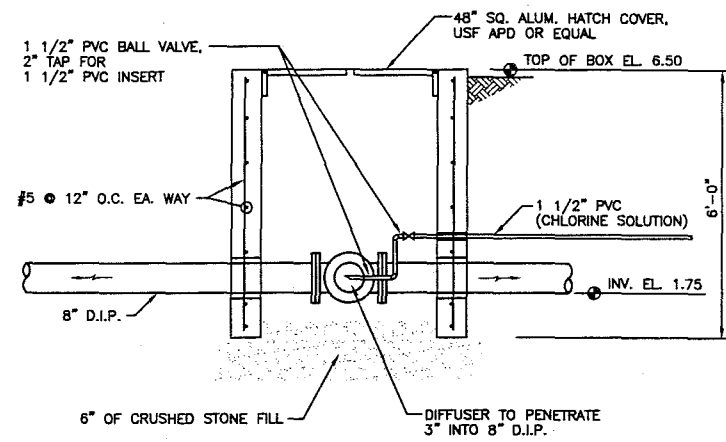
REVISION DESCRIPTION

NO	DATE	BY

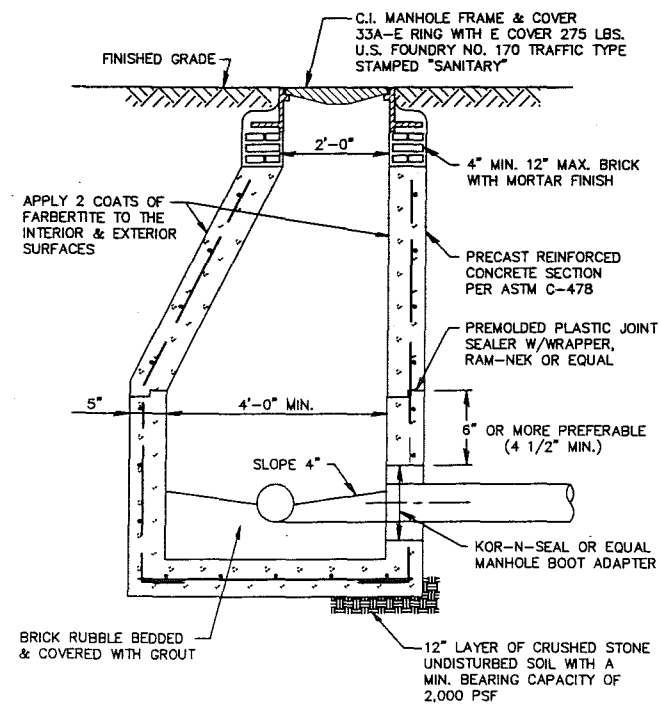
DESG
 DRWN J.P.Z.
 CHKO
 APRV
 DATE 12/11/01



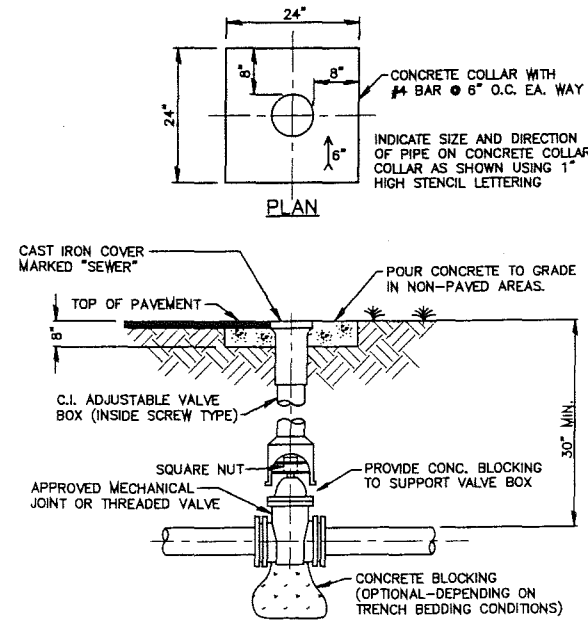
PLAN



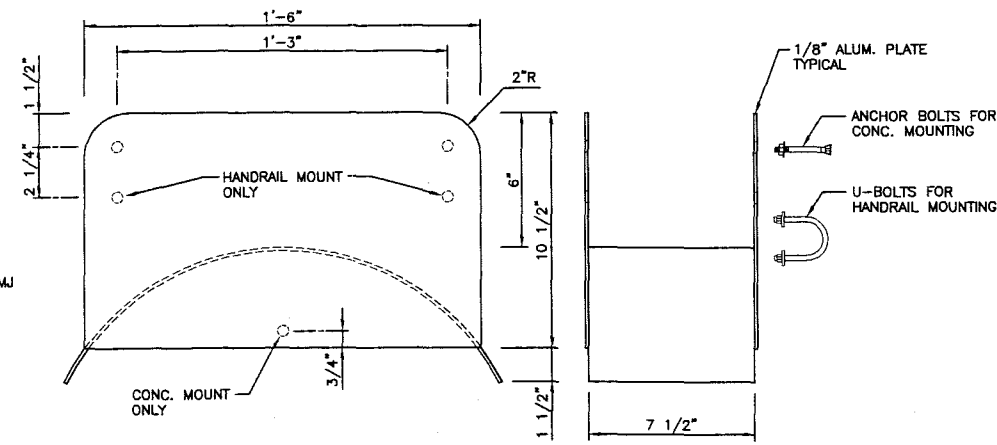
SECTION
CHLORINE INJECTION BOX - DETAIL
1/2" = 1'-0"



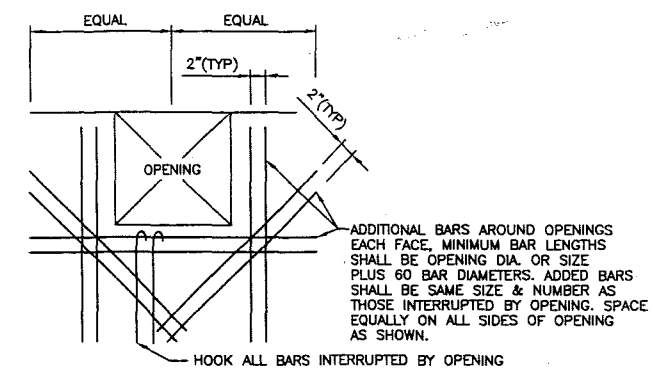
SANITARY MANHOLE DETAIL
N.T.S.



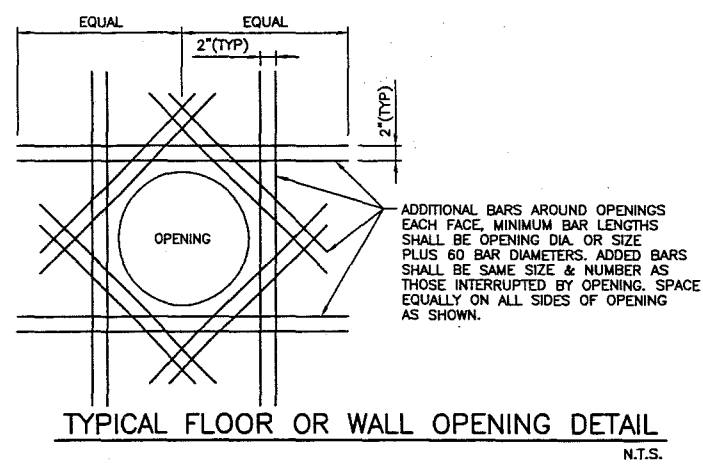
TYPICAL VALVE & BOX DETAIL
N.T.S.



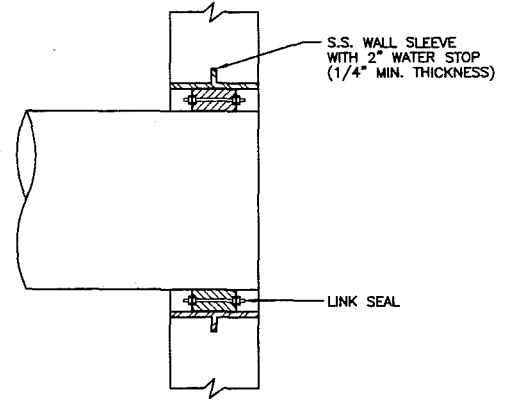
NOTE:
ALL FASTENERS TO BE 304 S.S.
HOSE RACK ASSEMBLY
N.T.S.



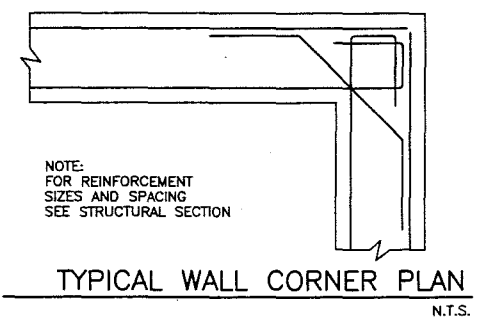
TYPICAL TOP OF WALL OPENING DETAIL
N.T.S.



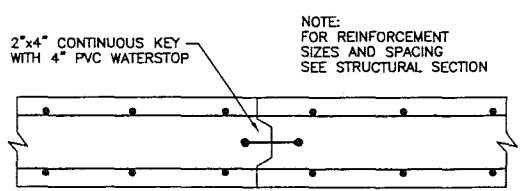
TYPICAL FLOOR OR WALL OPENING DETAIL
N.T.S.



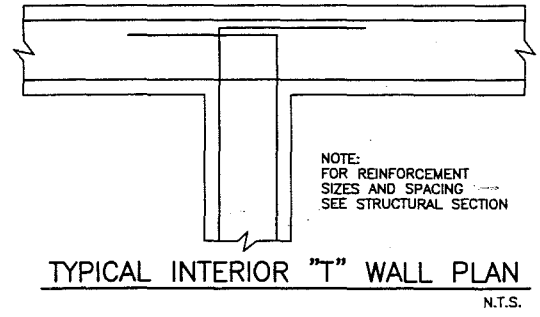
TYPICAL WALL PENETRATION DETAIL
N.T.S.



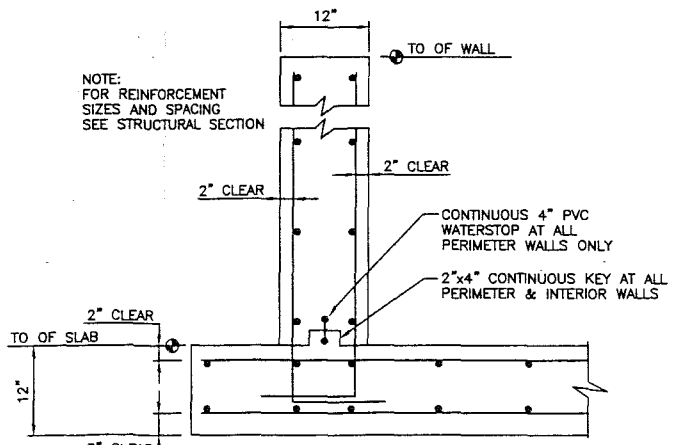
TYPICAL WALL CORNER PLAN
N.T.S.



TYPICAL CONSTRUCTION JOINT
N.T.S.



TYPICAL INTERIOR "T" WALL PLAN
N.T.S.



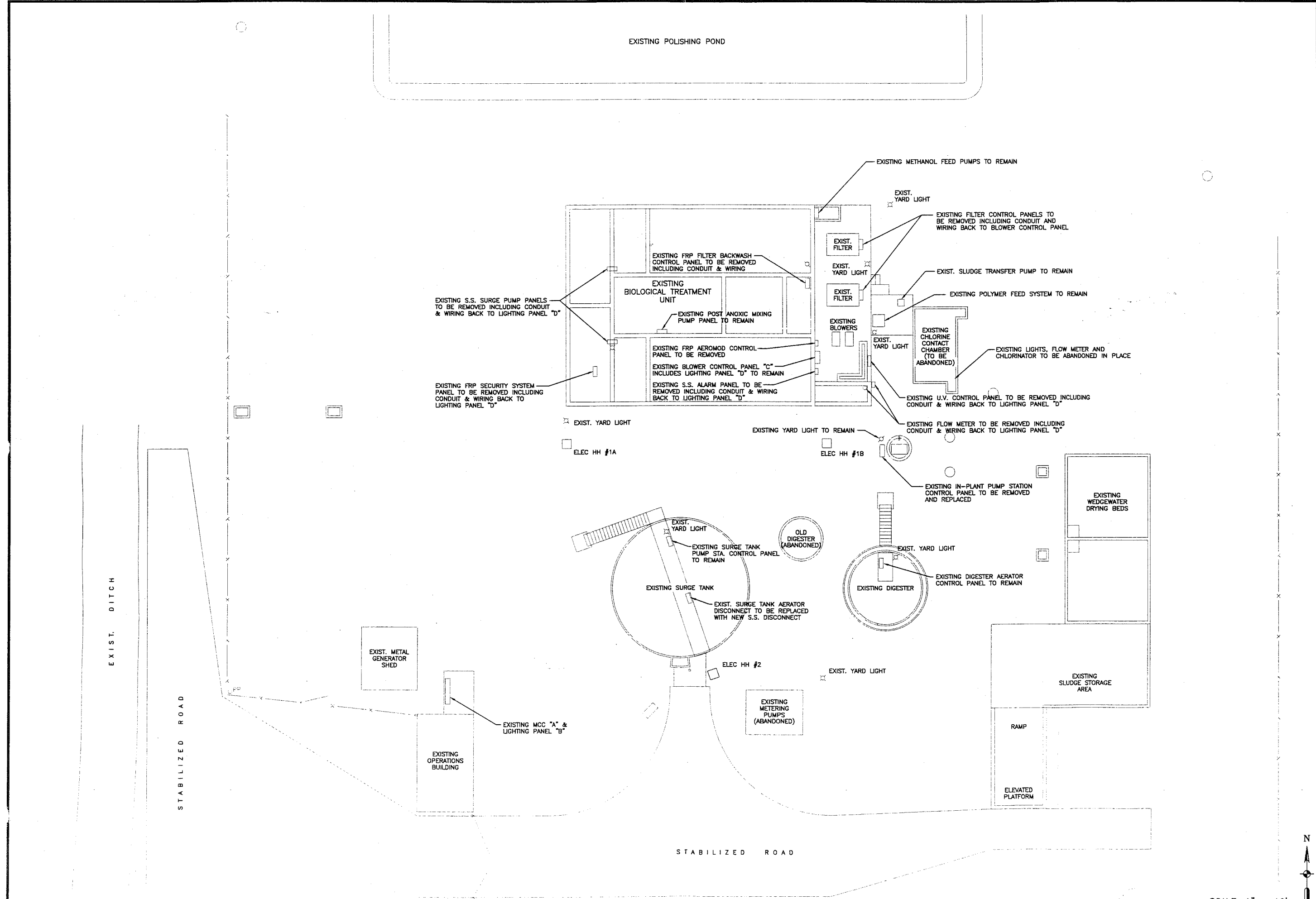
TYPICAL WALL SECTION
N.T.S.

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
4611-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030

TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Miscellaneous Details
St. Johns County, Florida

REVISION DESCRIPTION
NO. DATE BY

DESIGNER: [Signature]
DRAWN: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
DATE: 12/11/01



DESIGNER		DATE	
DRAWN		DATE	
CHECKED		DATE	
APPROVED		DATE	
BY		DATE	
NO.		DATE	
REVISION DESCRIPTION			

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030

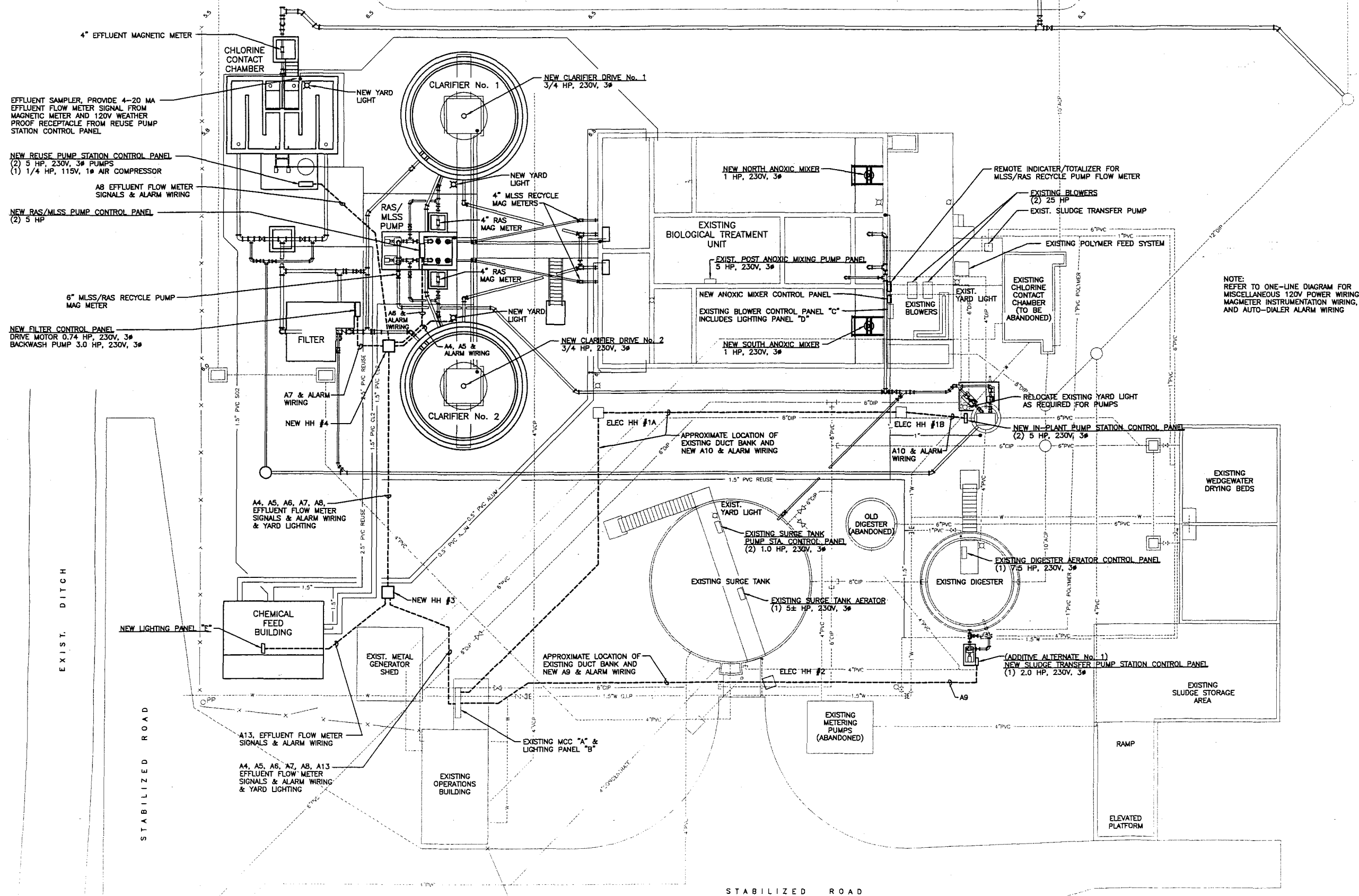
TOWN OF HASTINGS
DEP Phase II WWTP Improvements
Electrical - Existing Demo/Site Plan
St. Johns County, Florida

JOB NO.
9510-10-1
SHEET NO.
20
OF



SCALE: 1" = 10'

EXISTING POLISHING POND



EFFLUENT SAMPLER, PROVIDE 4-20 MA EFFLUENT FLOW METER SIGNAL FROM MAGNETIC METER AND 120V WEATHER PROOF RECEPTACLE FROM REUSE PUMP STATION CONTROL PANEL

NEW REUSE PUMP STATION CONTROL PANEL
(2) 5 HP, 230V, 3 ϕ PUMPS
(1) 1/4 HP, 115V, 1 ϕ AIR COMPRESSOR

A8 EFFLUENT FLOW METER SIGNALS & ALARM WIRING

NEW RAS/MLSS PUMP CONTROL PANEL
(2) 5 HP

6\"/>

NEW FILTER CONTROL PANEL
DRIVE MOTOR 0.74 HP, 230V, 3 ϕ
BACKWASH PUMP 3.0 HP, 230V, 3 ϕ

A4, A5, A6, A7, A8, EFFLUENT FLOW METER SIGNALS & ALARM WIRING & YARD LIGHTING

EXIST. DITCH

STABILIZED ROAD

A13, EFFLUENT FLOW METER SIGNALS & ALARM WIRING

A4, A5, A6, A7, A8, A13 EFFLUENT FLOW METER SIGNALS & ALARM WIRING & YARD LIGHTING

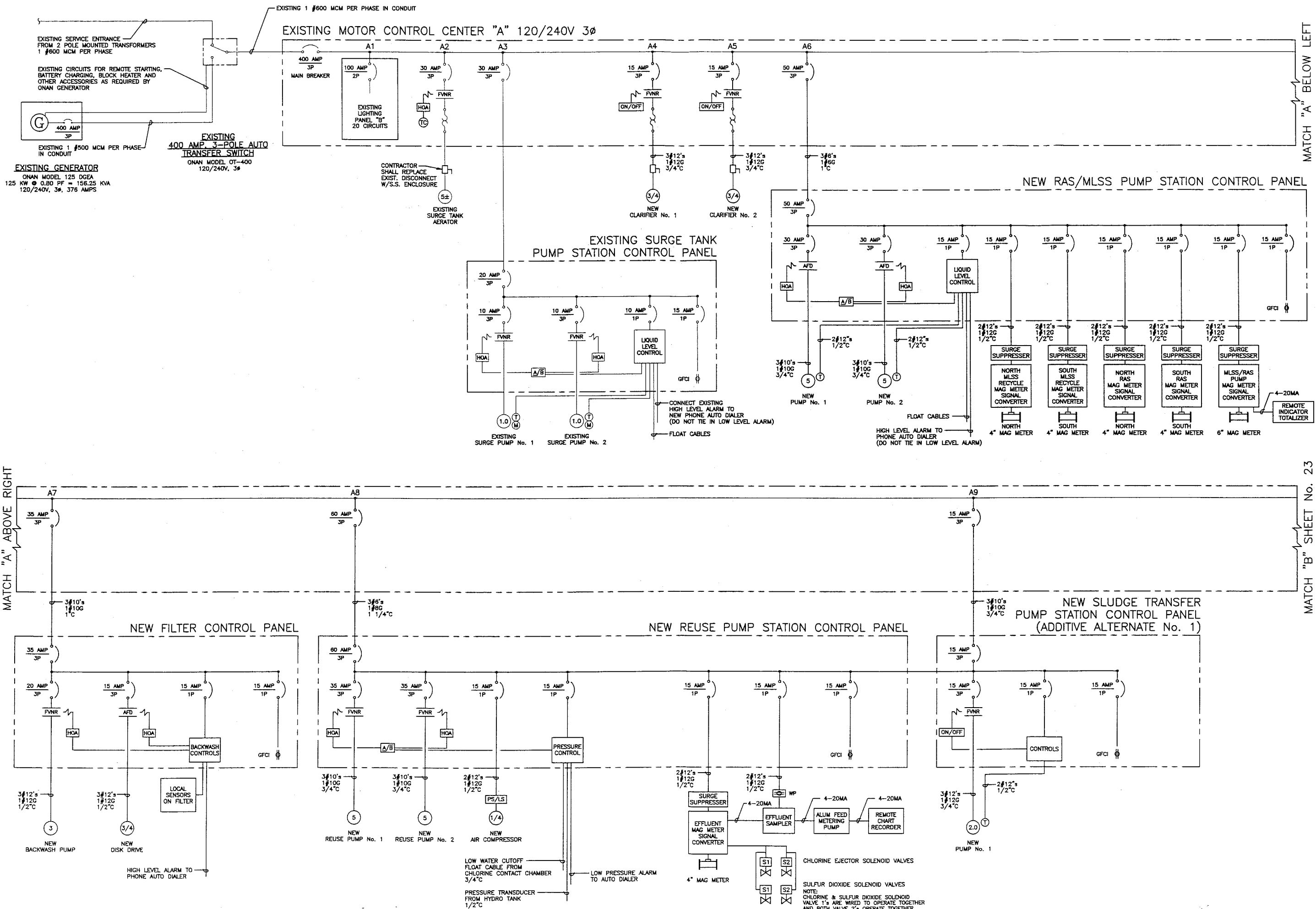
EXISTING MCC "A" & LIGHTING PANEL "B"

STABILIZED ROAD



SCALE: 1" = 10'

DESIGN		DATE	
DRWN	JFZ	BY	
CHKD		NO	
APRV		DATE	12/11/01
MITTAUER & ASSOCIATES, INC. CONSULTING ENGINEERS 4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0030			
TOWN OF HASTINGS DEP Phase II WWP Improvements Electrical - New Site Plan St. Johns County, Florida			
JOB NO.		9510-10-1	
SHEET NO.		21	
		OF	



MATCH "A" ABOVE RIGHT

MATCH "B" SHEET No. 23

MATCH "A" BELOW LEFT

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0080

TOWN OF HASTINGS
DEP Phase II WWP Improvements
Electrical - One Line Diagram
St. Johns County, Florida

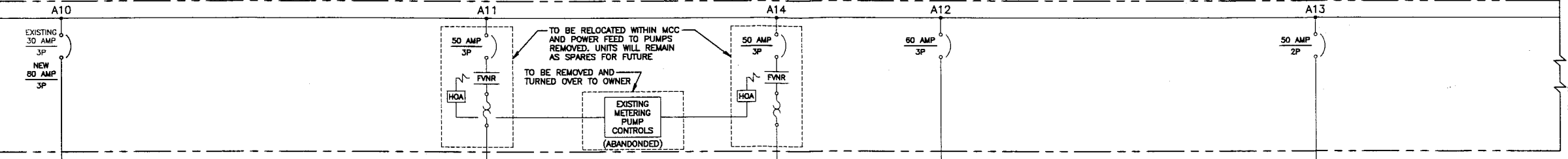
NO.	DATE	BY	REVISION DESCRIPTION
DESIGN	12/11/01		
DRAWN			
CHECKED			
APPROVED			

JOB NO. 9510-10-1
SHEET NO. 22
OF

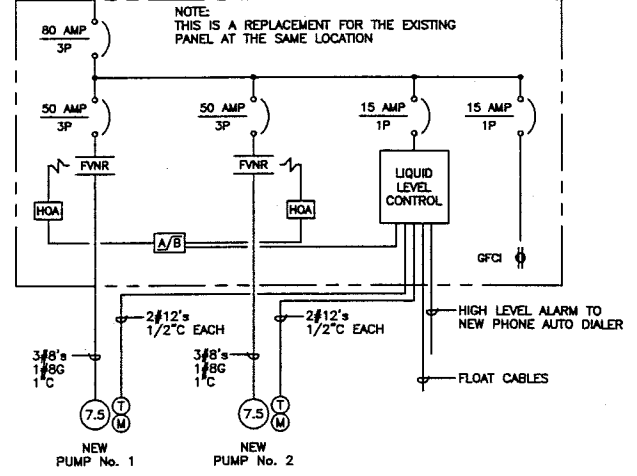
EXISTING MOTOR CONTROL CENTER "A" 120/240V 3Ø

MATCH "B" SHEET No. 22

MATCH "C" BELOW LEFT

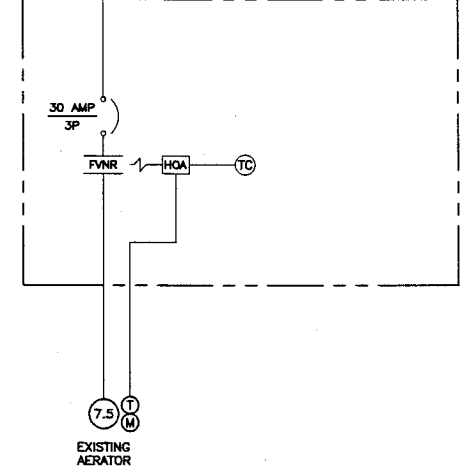


NEW IN-PLANT PUMP STATION CONTROL PANEL



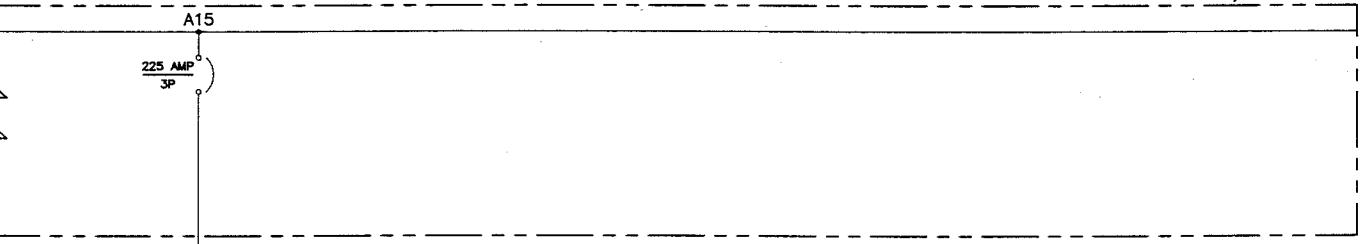
EXISTING METERING PUMP No. 1 (ABANDONED)
 EXISTING METERING PUMP No. 2 (ABANDONED)

EXISTING DIGESTER AERATOR CONTROL PANEL

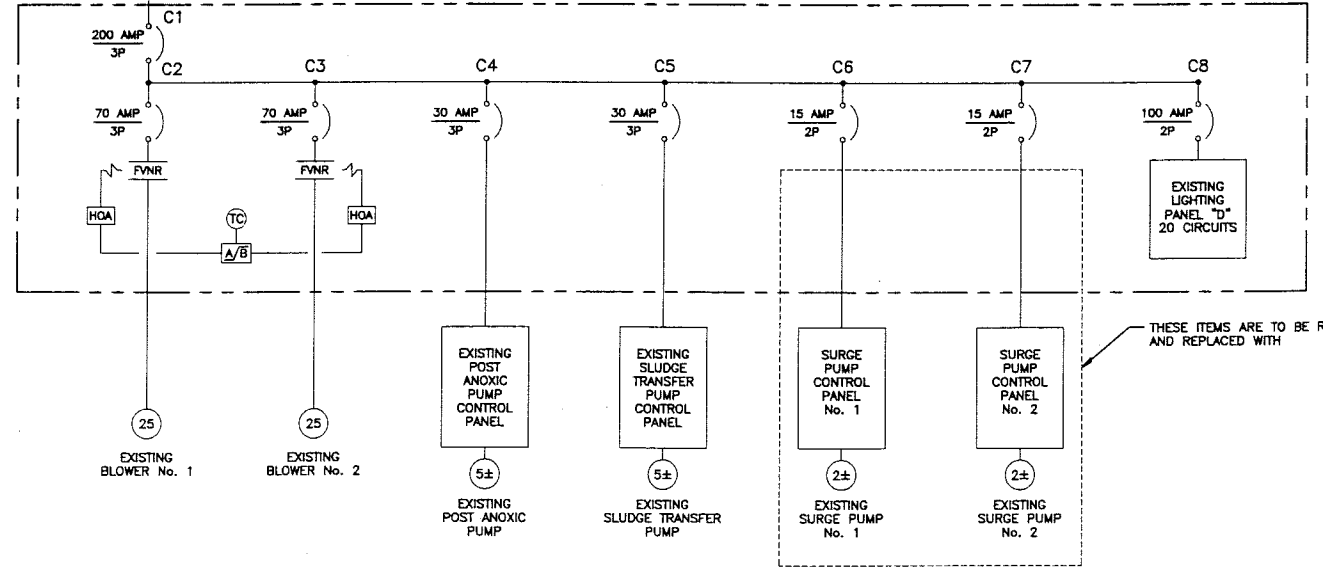


MATCH "C" ABOVE RIGHT

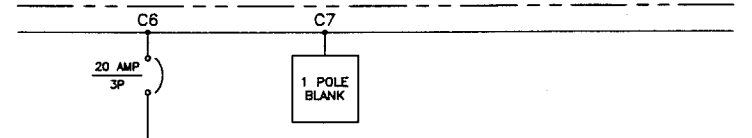
EXISTING MOTOR CONTROL CENTER "A" 120/240V 3Ø



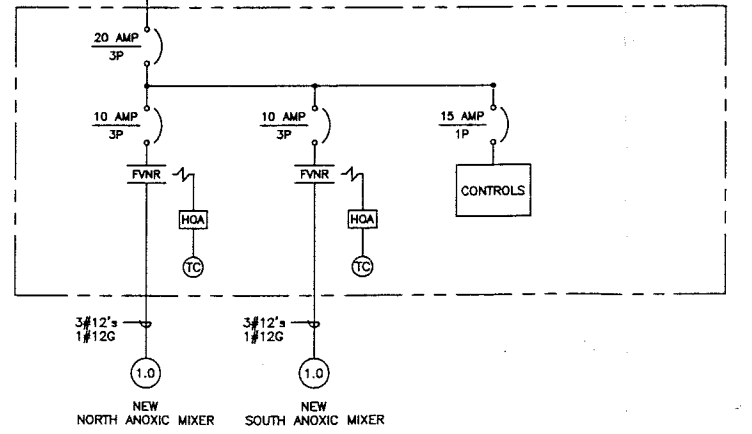
EXISTING BLOWER CONTROL PANEL "C"



EXISTING BLOWER CONTROL PANEL "C"



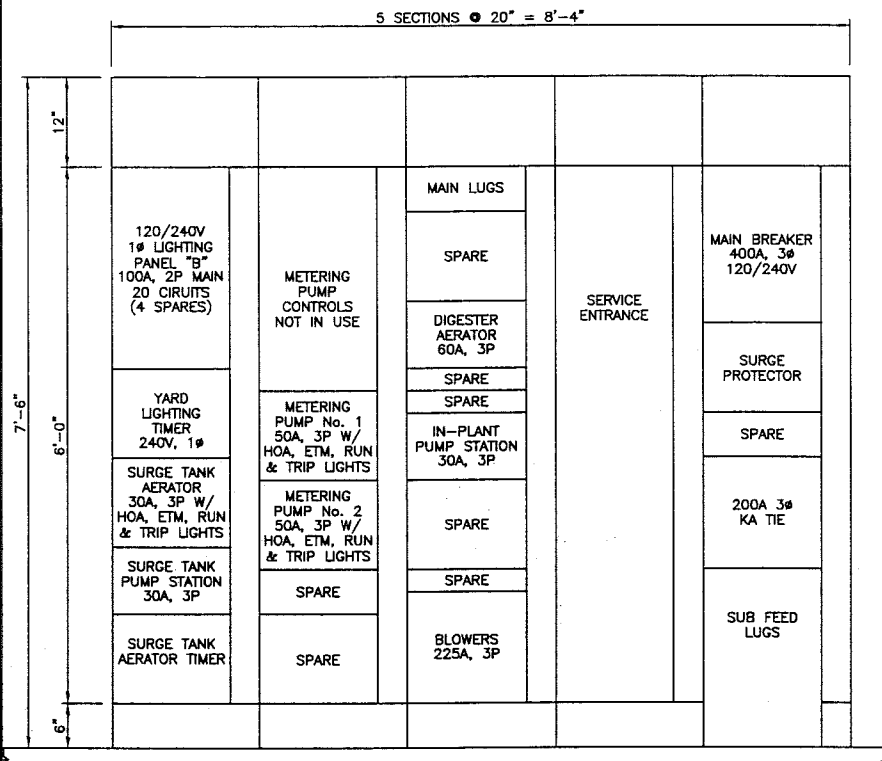
NEW ANOXIC MIXER CONTROL PANEL



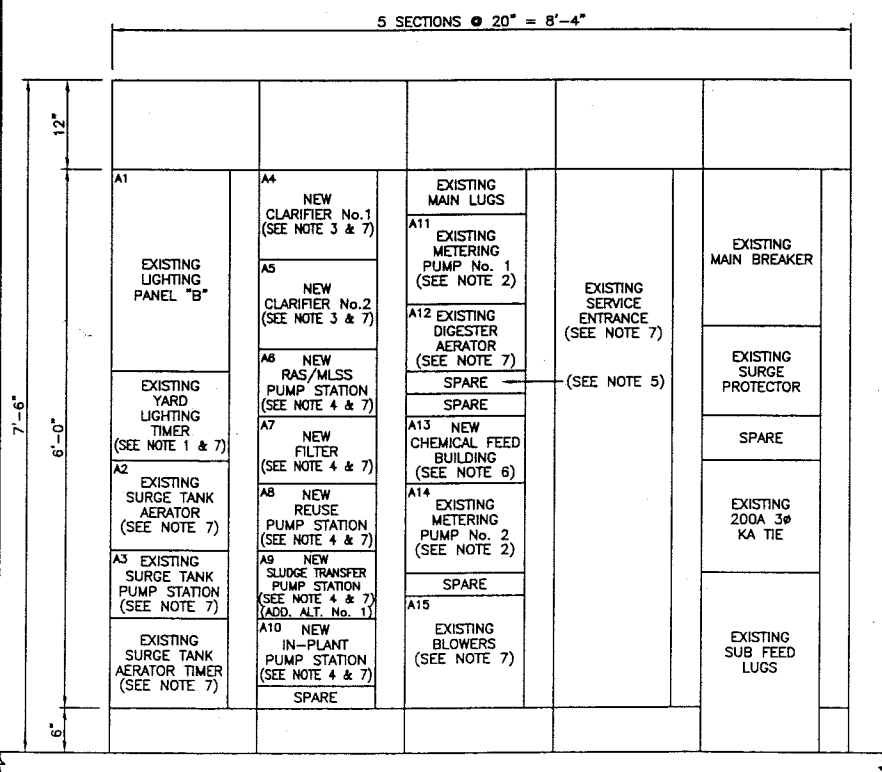
MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0080

TOWN OF HASTINGS
 DEP Phase II WWTP Improvements
 Electrical - One Line Diagram
 St. Johns County, Florida

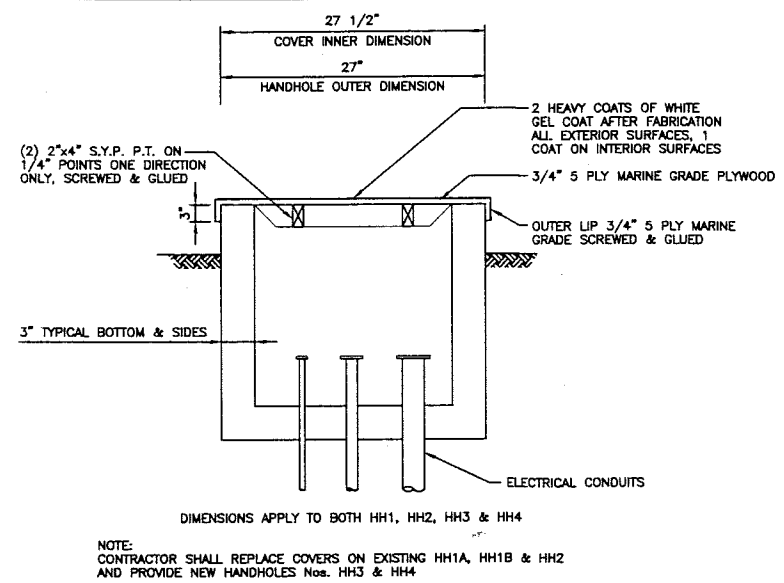
DESIGN	BY	REVISION REF	ADDENDUM No. 1
DRAWN	DATE	NO	DATE
CHECKED	DATE	NO	DATE
APPROVED	DATE	NO	DATE
DATE	12/11/01	NO	1
DATE	1/14/02	NO	1
DATE	1/14/02	NO	1
DATE	1/14/02	NO	1



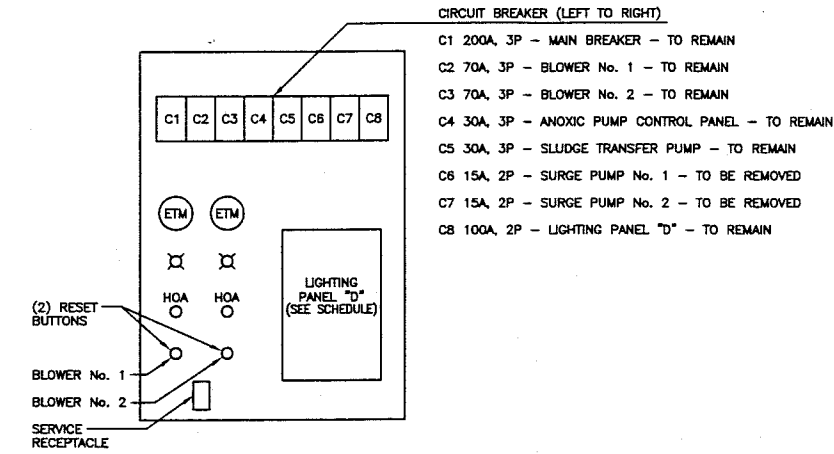
SQUARE D, MODEL 5, TYPE 1, No. H-158316, FO No. 3157892-G-S
 HORIZ. BUS 600A, VERT BUS 600A ON SECTIONS 1 & 2: 300A, ON SECTIONS 3 & 5: 600A, ON SECTION 4: N/A
EXISTING MOTOR CONTROL CENTER "A" LAYOUT
 1" = 1'-0"



SQUARE D, MODEL 5, TYPE 1, No. H-158316, FO No. 3157892-G-S
 HORIZ. BUS 600A, VERT BUS 600A ON SECTIONS 1 & 2: 300A, ON SECTIONS 3 & 5: 600A, ON SECTION 4: N/A
MODIFIED MOTOR CONTROL CENTER "A" LAYOUT
 1" = 1'-0"



EXISTING ELECTRICAL HANDHOLE DETAIL
 N.T.S.



EXISTING BLOWER CONTROL PANEL "C"
 N.T.S.

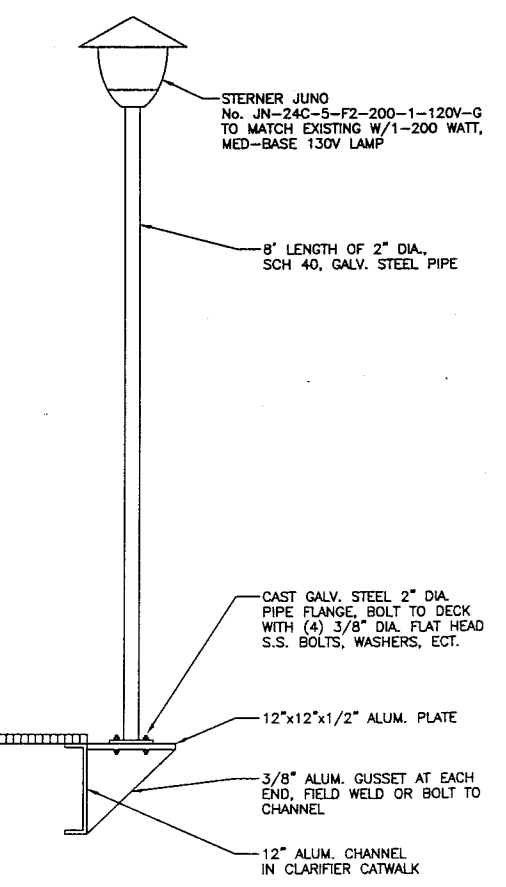
- NOTES: MODIFICATIONS TO THE EXISTING MCC
- PROVIDE WIRING TO 3 ADDITIONAL YARD LIGHTS USING 2 #12's & 1 #12G IN 1/2" CONDUIT TO EACH LIGHT, CONNECT WIRING TO THE EXISTING LIGHTING TIMER.
 - DISCONNECT ALL POWER SUPPLY WIRING FROM THE METERING PUMP CONTROL UNIT, THE METERING PUMP No. 1 COMBINATION UNIT AND THE METERING PUMP No. 2 COMBINATION UNIT. REMOVE THE METERING PUMP CONTROL UNIT AND TURN OVER TO THE TOWN. RELOCATE THE TWO METERING PUMP COMBINATION UNITS FROM SECTION 2 TO THE 12" HIGH SPARE UNITS IN SECTION 3. DO NOT RECONNECT THESE UNITS AS THEY WILL BE AVAILABLE AS NEEDED. REMOVE THE WIRING FROM THE MCC TO THE METERING PUMPS SO THAT THE CONDUIT MAY BE REUSED FOR THE NEW SLUDGE TRANSFER PUMP STATION FEED. (ADDITIVE ALTERNATE No. 1)
 - PROVIDE NEW MCC CIRCUIT BREAKER COMBINATION STARTER UNITS FOR CLARIFIER Nos. 1 & 2 WITH DOOR MOUNTED: ON, OFF & RESET BUTTONS, ELAPSED TIME METER, RUN LIGHTS; AND TRIP LIGHTS.
 - PROVIDE NEW MCC CIRCUIT BREAKER UNITS FOR RAS/MLSS PUMP STATION FEED; FILTER CONTROL PANEL FEED; REUSE PUMP STATION FEED; SLUDGE TRANSFER PUMP STATION CONTROL PANEL FEED (ADDITIVE ALTERNATE No. 1); AND IN-PLANT PUMP STATION.
 - PROVIDE NEW COVER FOR EMPTY 3" HIGH UNIT.
 - DISCONNECT THE POWER WIRES FORM THE EXISTING PLANT PUMP STATION CIRCUIT BREAKER UNIT, REMOVE THE LABEL, TURN OVER THE MCC UNIT TO THE OWNER AS A SPARE, PROVIDE A NEW UNIT WITH A 50 AMP 2-POLE MAIN AS FEED TO THE CHEMICAL FEED BUILDING.
 - PROVIDE NEW LABELS 1 1/4" x 6" (OR AS REQUIRED) IN WHITE PLASTIC WITH CUT BLACK LETTERS. USE WORDING AS NOTED EXCEPT OMIT "NEW" OR "EXISTING".

LIGHTING PANEL "D" LOCATED IN WWTP/BLOWER PANEL "C" FEED BY 100 AMP, 2-POLE CIRCUIT, 120/240V 1φ

CIRCUIT NO.	TRIP AMPS	NO. POLES	STATUS	REMARKS	CIRCUIT NO.	TRIP AMPS	NO. POLES	STATUS	REMARKS
1	30	1	TO BE REMOVED	FILTER No. 1	2	15	1	TO BE REMOVED	FLOW METER
3	30	1	TO BE REMOVED	FILTER No. 2	4	15	1	INACTIVE	INFLUENT SAMPLER
5	20	1	TO BE REMOVED	U.V. UNIT	6	15	1	INACTIVE	EFFLUENT SAMPLER
7	15	1	INACTIVE	METHANOL PUMP	8	15	1	INACTIVE	COMPOSITE SAMPLER
9	15	1	INACTIVE	METHANOL PUMP	10	20	1	TO REMAIN	UNKNOWN USE
11	15	1	TO REMAIN	POLYMER PUMP	12	20	1	TO REMAIN	UNKNOWN USE
13	15	1	TO BE REMOVED	AIR COMPRESSOR	14	-	1	SPARE	SPARE
15	15	1	TO BE REMOVED	CLARIFIER CONTROL	16	-	1	SPARE	SPARE
17	20	1	TO REMAIN	UNKNOWN USE	18	15	1	TO REMAIN	SERVICE RECEPTACLE
19	15	1	TO REMAIN	BLOWER CONTROL	20	20	1	TO REMAIN	PLANT LIGHTING

LIGHTING FIXTURE SCHEDULE

ITEM	LAMP/WATT	MOUNTING	TYPE	VOLTS	MANUFACTURE/CATALOG NO.	POLE	NOTE
A	2/32	CEILING	FLUORESCENT	120	LITHONIA/SPEC GRADE	N/A	USE COLD START BALLAST
B	1/70	WALL	HPS	120	LITHONIA	N/A	PROVIDE PHOTOCELL OPERATION
C	1/200	POLE					SEE DETAIL "A" ON SHEET No. 24, LIGHTS SHALL BE CONNECTED TO TIME CLOCK IN MCC "A"



LIGHTING STANDARDS - 3 REQUIRED
 1" = 1'-0"

LEGEND

▽	TELEPHONE
▲	COMPUTER CAT 5 CABLES
⊠	DUPLEX RECEPTACLE
⊞	QUADRAPLEX RECEPTACLE
⊕	SPECIAL RECEPTACLE (TYPE NOTED)
⊞	CABLE TV
⊞	FLOOR RECEPTACLE W/POWER, PHONE, COMPUTER
⊞	SWITCH
⊞	SWITCH THREE WAY
⊞	JUNCTION BOX
⊞	MOTOR HEATER
⊞	THERMOSTAT
⊞	MOISTURE SENSOR
⊞	OIL PRESSURE/OIL LEVEL
---	EXPOSED CIRCUIT
---	CONCEALED CIRCUIT
---	HASHES ARE NO. OF WIRES
⊞	DISCONNECT SWITCH
⊞	TIME CLOCK EXT. LIGHTS
⊞	PRESSURE SWITCH OR PRESSURE TRANSDUCER
⊞	LEVEL SWITCH
⊞	ALARM DEVICE
⊞	OVERLOAD DEVICE
⊞	H-O-A HAND-OFF-AUTO-SWITCH
⊞	PUMP ALTERNATOR
⊞	SOLENOID VALVE
⊞	96 POINT 7-DAY AUTO TIME CLOCK
⊞	ADJUSTABLE TIMER, 0-15 MINUTES
⊞	FVNR FULL VOLTAGE NON REVERSING STARTER
⊞	RVPV REDUCED VOLTAGE PART WINDING NON REVERSING STARTER
⊞	SSNR SOFT START NON REVERSING STARTER
⊞	RV REDUCED VOLTAGE AUTO TRANSFORMER STARTER
⊞	TSNR TWO SPEED NON REVERSING STARTER PROVIDE COMPELLING RELAY TO START UNIT IN LOW SPEED STEP PRIOR TO CONNECTION OF MOTOR TO HIGH SPEED WINDING.
⊞	AFD ADJUSTABLE FREQUENCY DRIVE
⊞	FVR FULL VOLTAGE REVERSING STARTER
⊞	GFCI GROUND FAULT CIRCUIT INTERRUPTER
⊞	CIRCUIT BREAKER
⊞	FUSE
⊞	TRANSFORMER
⊞	CONTROL TRANSFORMER W/ FUSE
⊞	MOTOR STARTER OR RELAY
⊞	PUSH BUTTON START/STOP
⊞	PUSH BUTTON OFF/HIGH/LOW SPEED
⊞	SELECTOR: A, B, A+B
⊞	MOTOR WITH HORSEPOWER SIZE

MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4611-4 U.S. Highway 17, Orange Park, Florida (904) 276-0030

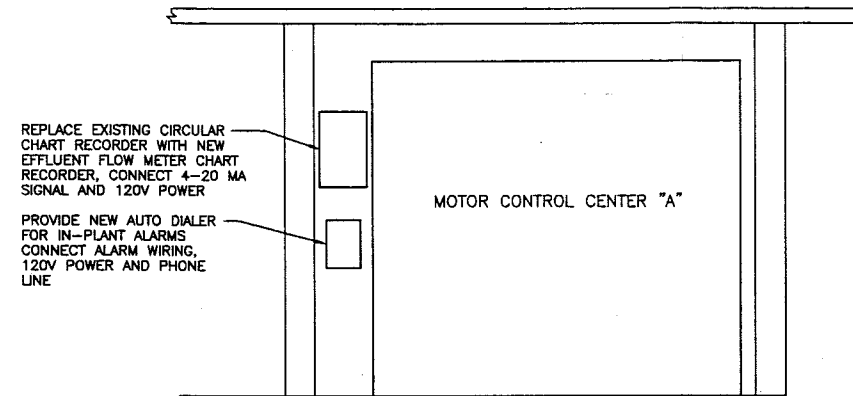
TOWN OF HASTINGS
 DEP Phase II WWTP Improvements
 Electrical - Schedules & Details
 St. Johns County, Florida

GENERAL ELECTRICAL NOTES

- All construction shall be in accordance with the local Building & Zoning Department requirements and the latest edition of NFPA National Electrical Code.
- The Electrical Subcontractor shall verify all equipment sizes and power requirements prior to installing the electrical system. The Electrical Subcontractor shall coordinate all equipment power requirements with the local power supply company, including changes in service.
- Wire sizes are A.W.G. based on copper with THW insulation. No more than three current carrying conductors will be allowed in a raceway. THHN or THWN insulation may be used, but conductor sizes may not be reduced to THHN or THWN ampacities.
- Raceways shall be either galvanized intermediate rigid steel or schedule 40 PVC with liquidtight flexible metal conduit used for motor connections.
- No direct burial cable shall be used.
- All raceways shall contain a ground sized in accordance with the NEC, Article 250-95. Branch panels shall be grounded in accordance with NEC requirements including ground rods.
- Electrical Contractor shall refer to the mechanical drawings and specifications for location of area lights, location of equipment panels and general information to avoid conflicts and omissions.
- Interconnect ground rods in the two new handholes with direct buried #1/0 copper wire in duct banks. Connect to electrical system ground in the Control Building.
- Underground duct banks shall utilize PVC conduit. Small conduits may be placed on top providing 24" cover for all conduits.
- Conduit runs shown may be installed exposed along structures indicated. Provide weatherproof junction boxes where required and identify all conductors.
- Contractor shall remove all electric feeders (where feasible) to existing facilities scheduled for abandonment in this project. Disconnect feeders at starters/ circuit breakers and redesignate these starters/ circuit breakers as "spare."
- All area lighting fixtures/supports shall be designed to withstand 120 mph winds.
- To the maximum extent possible, the Contractor shall supply all alternator and sequencer switches from a single manufacturer.
- Disconnect switch ratings shall match equipment voltage and load amps of units being protected.
- Where possible, attach control stations to handrail using all stainless steel hardware.
- Identify on panel in a legible and permanent manner all switches, indicators, etc.
- Contractor shall coordinate all wire sizes, breaker ratings and equipment ratings to match equipment supplied on this project.
- All conduits which terminate in the chlorine room shall be sealed at the junction box or outlet device in order to prevent chlorine gas from making its way back into other rooms or other electrical devices.
- The plant alarm system shall include a weather proof alarm horn and light which shall be mounted on the exterior of the building and an automatic telephone alarm dialing unit. The following alarm conditions shall be monitored:

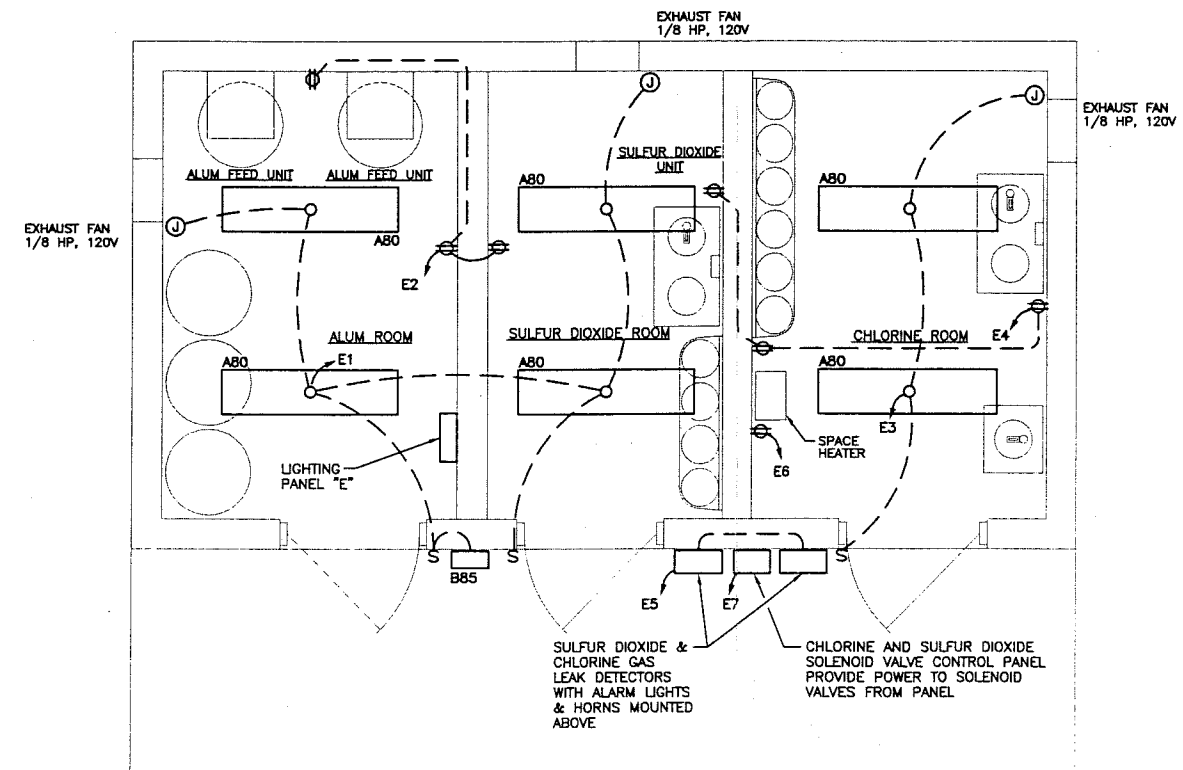
- High Water Level in Surge Tank (connect to existing panel)
- High Water Level in RAS/MLSS Recycle Wetwell
- High Water Level in Filter
- Low System Pressure At In-Plant Reuse System
- High Water Level in In-Plant Pump Station
- High Vacuum alarm for Chlorine Vacuum Regulator No. 1 and 2
- Low Vacuum alarm for Chlorine Vacuum Regulator No. 1 and 2
- High Vacuum alarm for Sulfur Dioxide Vacuum Regulator No. 1 and 2
- Low Vacuum alarm for Sulfur Dioxide Vacuum Regulator No. 1 and 2
- Chlorine Gas Leak
- Sulfur Gas Leak

LIGHTING PANEL "E"										50AMP, 2 POLE MAIN 120/240V			
CIRCUIT NO.	TRIP AMPS	NO. POLES	VOLT AMPS	WIRE SIZE	CONDUIT SIZE	REMARKS	CIRCUIT NO.	TRIP AMPS	NO. POLES	VOLT AMPS	WIRE SIZE	CONDUIT SIZE	REMARKS
1	20	1	1165	12	1/2"	LIGHTS - ALUM & SULFUR	2	20	1	540	12	1/2"	RECEPTACLE ALUM & SULFUR
3	20	1	540	12	1/2"	LIGHTS - CHLORINE	4	20	1	540	12	1/2"	RECEPTACLE ALUM & SULFUR
5	15	1	360	12	1/2"	GAS DETECTORS	6	20	1	1500	12	1/2"	SPACE HEATER
7	15	1	360	12	1/2"	SOLENOID VALVES	8	-	-	-	-	-	SINGLE POLE SPARE
9	-	-	-	-	-	SINGLE POLE SPARE	10	-	-	-	-	-	SINGLE POLE SPARE
11	-	-	-	-	-	SINGLE POLE SPARE	12	-	-	-	-	-	SINGLE POLE SPARE



INTERIOR WEST ELEVATION OF MCC ROOM

1/2" = 1'-0"



CHEMICAL FEED BUILDING - POWER & LIGHTING PLAN

1/2" = 1'-0"

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 DATE: 12/11/01

NO. 1
 DATE: 8/5/02
 BY: JFZ
 REVISION DESCRIPTION: Revised Note 12 Per City of St. Augustine - Building Department

MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4811-4 U.S. Highway 17, Orange Park, Florida (904) 278-0080

TOWN OF HASTINGS
 DEP Phase II WTP Improvements
 Electrical - Chemical Feed Bldg. Notes & Details
 St. Johns County, Florida

JOB NO. 9510-10-1
 SHEET NO. 25
 OF



St. Johns County Board of County Commissioners

Utility Department

August 1, 2019

Mr. Dung-Anh Vo, P.E.
Florida Department of Environmental Protection
Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256

**RE: Hasting WWTF
Annual Capacity Analysis Report – Permit No. FL0042315**

Dear Mr. Vo:

St. Johns County Utility Department (SJCUD) has enclosed the updated Capacity Analysis Report that is due August 1, 2019, as per the facility permit.

If you should have any question please feel free to contact me at 904-209-2643 or sschlesinger@sjcfl.us.

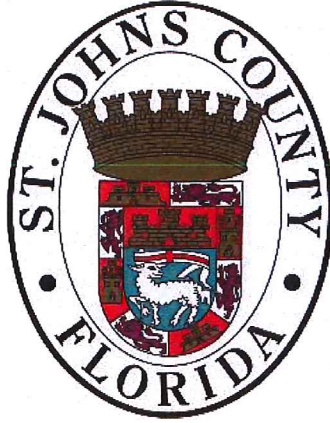
Sincerely,

A handwritten signature in blue ink, appearing to read "Samuel Schlesinger", is written over a light blue horizontal line.

Samuel Schlesinger, P.E.
Utilities Engineer

cc:

Tim Harely, P.E. SJCUD
Tony Cubbedge, SJCUD
Jeff Martin, P.E., FDEP
Brittany Dion, FDEP



CAPACITY ANALYSIS REPORT

**ST. JOHNS COUNTY UTILITY DEPARTMENT
HASTINGS WWTF WASTEWATER TREATMENT FACILITY
ST. JOHNS COUNTY, FLORIDA**

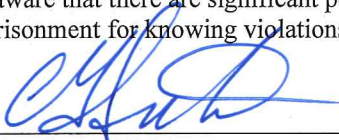
**FACILITY ID NO: FL0042315
EXPIRATION DATE: November 30, 2020**

Updated - August 1, 2019

CERTIFICATIONS

OWNER'S STATEMENT

I have reviewed and am fully aware of the information contained in this report. I have reviewed and am fully aware of and intend to comply with the recommendations and schedules included in the report. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



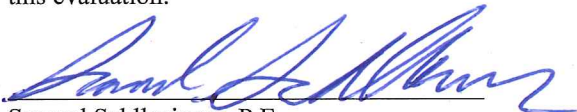
Gordon Smith, P.E.
Assistant Utility Director
St. Johns County Utility Department
1205 State Road 16
St. Augustine, FL 32084
(904) 209-2700

8/1/19

(date)

ENGINEER'S STATEMENT

This is to certify that the information contained in this report is true and correct to the best of my knowledge, the report was prepared in accordance with sound engineering principles, and I have discussed the recommendations and schedules with the permittee or the permittee's delegated representative and the lead operator and agree that if the recommended schedules for corrective action are met, the facilities, when properly operated and maintained, will comply with all applicable statutes of the State of Florida and rules of the Department subject to the limitations of this evaluation.



Samuel Schlessinger, P.E.
Florida Registered Professional Engineer, No. 76098
St. Johns County Utility Department
1205 State Road 16
St. Augustine, FL 32084
(904) 209-2643

8/1/19

(date)



Samuel Schlessinger
76098
8/1/19

TABLE OF CONTENTS

PART 1 EXISTING CONDITIONS..... 4

1.01 MONTHLY AVERAGE DAILY FLOWS, THREE-MONTH AVERAGE DAILY FLOWS, AND ANNUAL AVERAGE DAILY FLOWS 3

1.02 DISCHARGE LOCATIONS MONTHLY AVERAGE DAILY FLOWS, THREE-MONTH AVERAGE DAILY FLOWS, AND ANNUAL AVERAGE DAILY FLOWS..... 3

1.03 SEASONAL VARIATIONS IN FLOW AND INFILTRATION..... 3

1.04 UPDATED ORGANIC LOADING INFORMATION 12

PART 2 FUTURE CONDITIONS..... 13

2.01 UNIT CONNECTION PROJECTIONS 13

2.02 FLOW PROJECTIONS 13

PART 3 SUMMARY AND CONCLUSIONS..... 14

3.01 TIME REQUIRED FOR THE THREE MONTH ADF TO REACH THE PERMITTED CAPACITY 14

3.02 RECOMMENDATIONS FOR EXPANSION 14

PART 1 Existing Conditions

1.01 WWTF Monthly Average Daily Flows, Three-month Average Daily Flows, and Annual Average Daily Flows

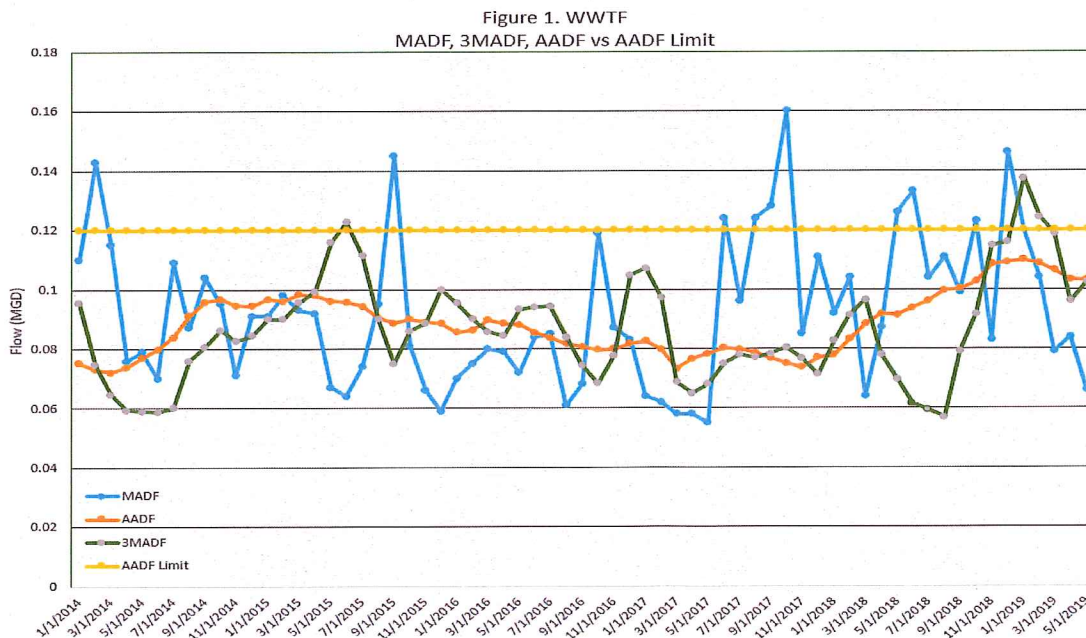
The monthly average daily flow (MADF), three-month average daily flow (TMADF), and the AADF since January 2014 are presented in Figures 1 below. Evaluation of these different statistical bases for flow helps to identify trends. Alone, the flow data is of little use; however, coupled with information regarding rainfall, system maintenance, system expansion, user expansion, etc., the data can be a beneficial planning and management tool. Treatment process expansion planning is usually based on the statistical bases of flow. While flow is typically limited on an annual average daily basis, treatment process design is typically based on monthly average daily, maximum day, and peak hour flows.

Figure 1 shows the relationship between MADF, TMADF and AADF. The AADF has varied over the past couple of years. With that being said this facility does experience huge swings in flow mainly due to infiltration and inflow (I & I) challenges throughout the collection system. As such during the 2001 facility improvements, the facility was designed to handle the following flow conditions as shown in Table 1:

Table 1.

Annual Average Daily Flow (AADF)	0.120 MGD
Maximum Daily Flow (MDF)	0.360 MGD
Peak Hourly Flow (PHF)	0.600 MGD

Figure 1.



During the facility improvements a surge tank was constructed that is capable of delivering 0.240 MGD (167GPM) to the biological treatment unit (BTU) which enables the facility to better handle the I and I challenges that are throughout the collection system. The I & I /challenges will be explained in section 1.03 of this report.

1.02 Discharge Locations Monthly Average Daily Flows, Three-month Average Daily Flows, and Annual Average Daily Flows

The facility has only one discharge location for treatment effluent identified as the D-001 discharge location. The current permit AADF for this outfall is 0.120 MGD. As identified in section 1.01 the flows to the facility have not exceeded the permitted flow rate of 0.120 MGD. The MDF flow at times as exceeded 0.160 MGD which is mainly due hurricanes that the State of Florida as experienced (Matthew 2016 and Irma 2017). With that, aside the facility has not experienced problems in regards to the AADF permit flow requirement.

1.03 Seasonal Variations in Flow and Infiltration

Seasonal variations can typically be realized by evaluating the three-month and monthly average daily flows rates. Seasonal variations are usually attributed to one of two factors, demographic variations and rainfall. Demographic variations that affect wastewater flows involve the number of people residing in the service area for a given period. A good percentage of the homes in Hastings area are occupied year around, and as such, the flow rates at the WWTF should be relative constant. Therefore, in this situation the flow rate do vary greatly which means demographics should not be utilized in determining I & I challenges.

The other major factor having a seasonal effect on wastewater flows is rainfall. Rainfall can influence flows in two basic ways: infiltration and inflow. During the rainy time of the year, the groundwater table typically rises, causing more pressure head on the sanitary sewer system. If there are slight offsets at sewer pipe joints, or cracks, higher water pressure exerted results in infiltration of groundwater into the sewer system. The other means by which rainfall affects wastewater flows is via inflow. Inflow occurs when rainfall enters the sanitary system via manhole covers/rims and wet wells. Flooding of streets and drainage basins will cause inflow into the sanitary system.

To evaluate weather infiltration and inflow are influencing wastewater flows, rainfall measurements are compared to wastewater flows. If there is a measurable effect, then periods of higher rainfall will inevitably have higher wastewater flows. Figures 2 presents the relationship between rainfall and wastewater flow, comparing the monthly average wastewater flow to monthly rainfall totals from May 2014 to May 2019.

As shown in Figure 2. considering the rainfall data vs flow, the influent wastewater peaks illustrate a significant increase in flow. To provide a clearly picture of the challenges with I & I figures 3 -7 break out time periods into 6 month periods starting in 2017.

Figure 2.

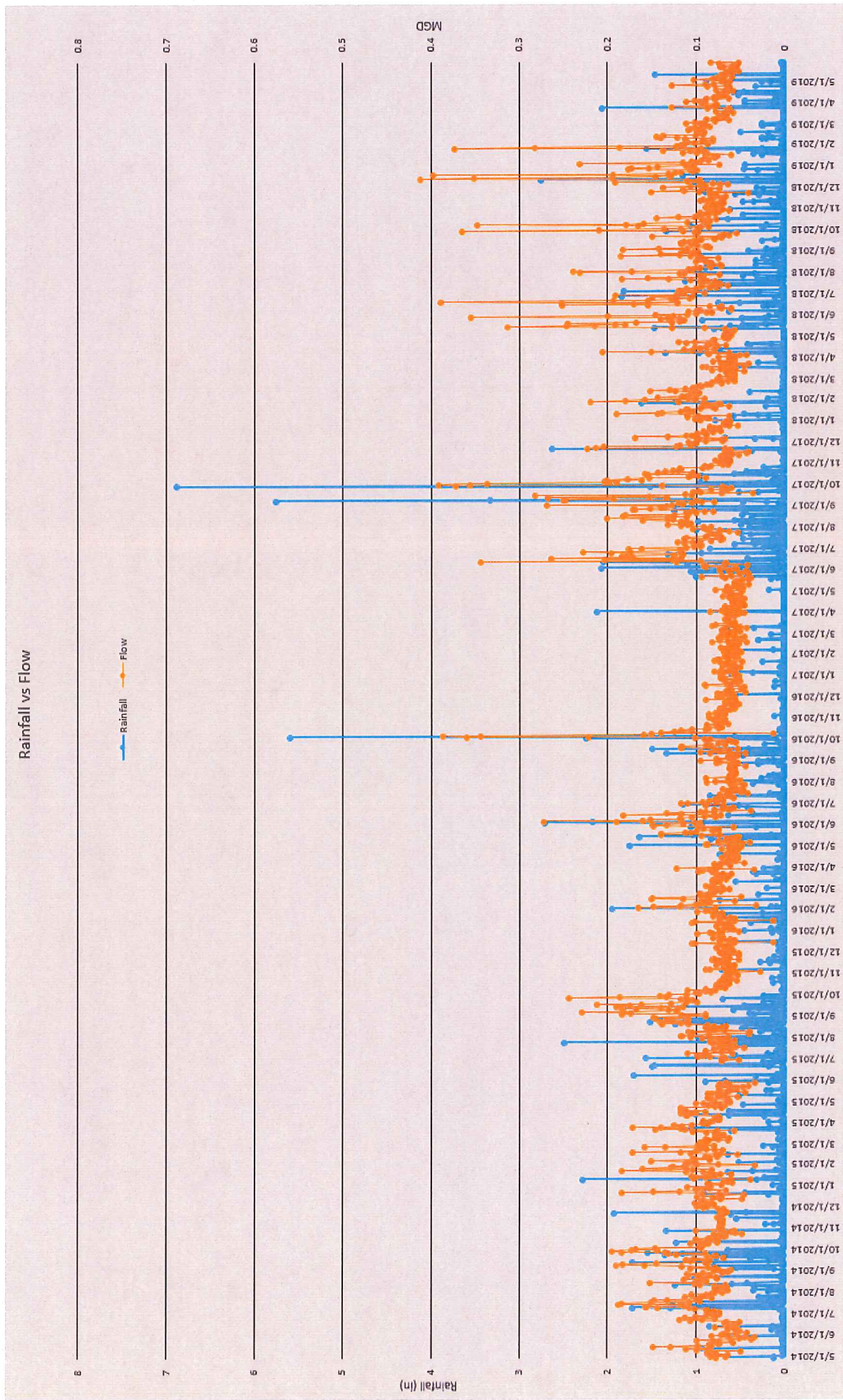


Figure 3.

Rainfall vs Flow (January 2017 - June 2017)

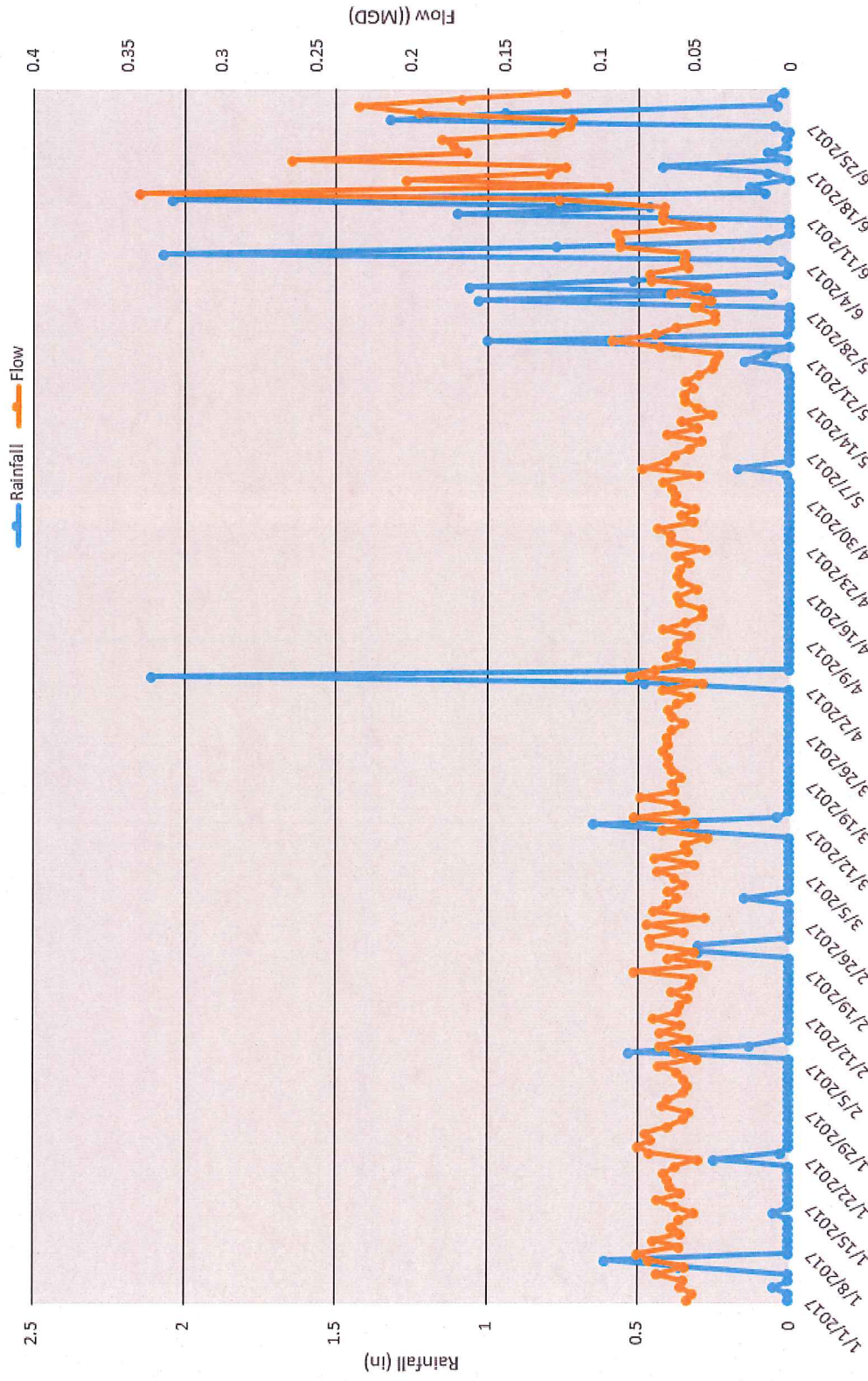


Figure 4.

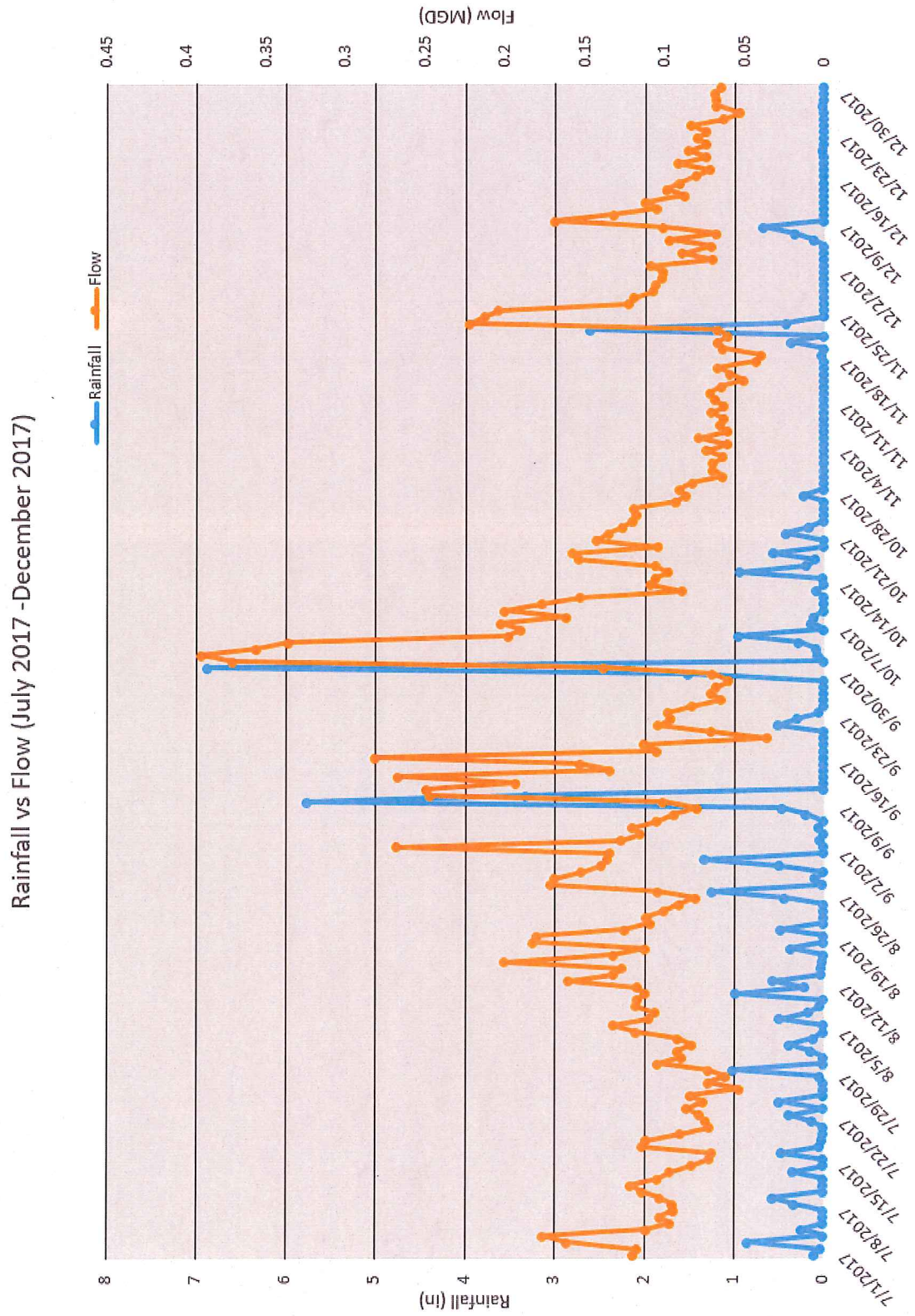


Figure 5.

Rainfall vs Flow (January 2018 - June 2018)

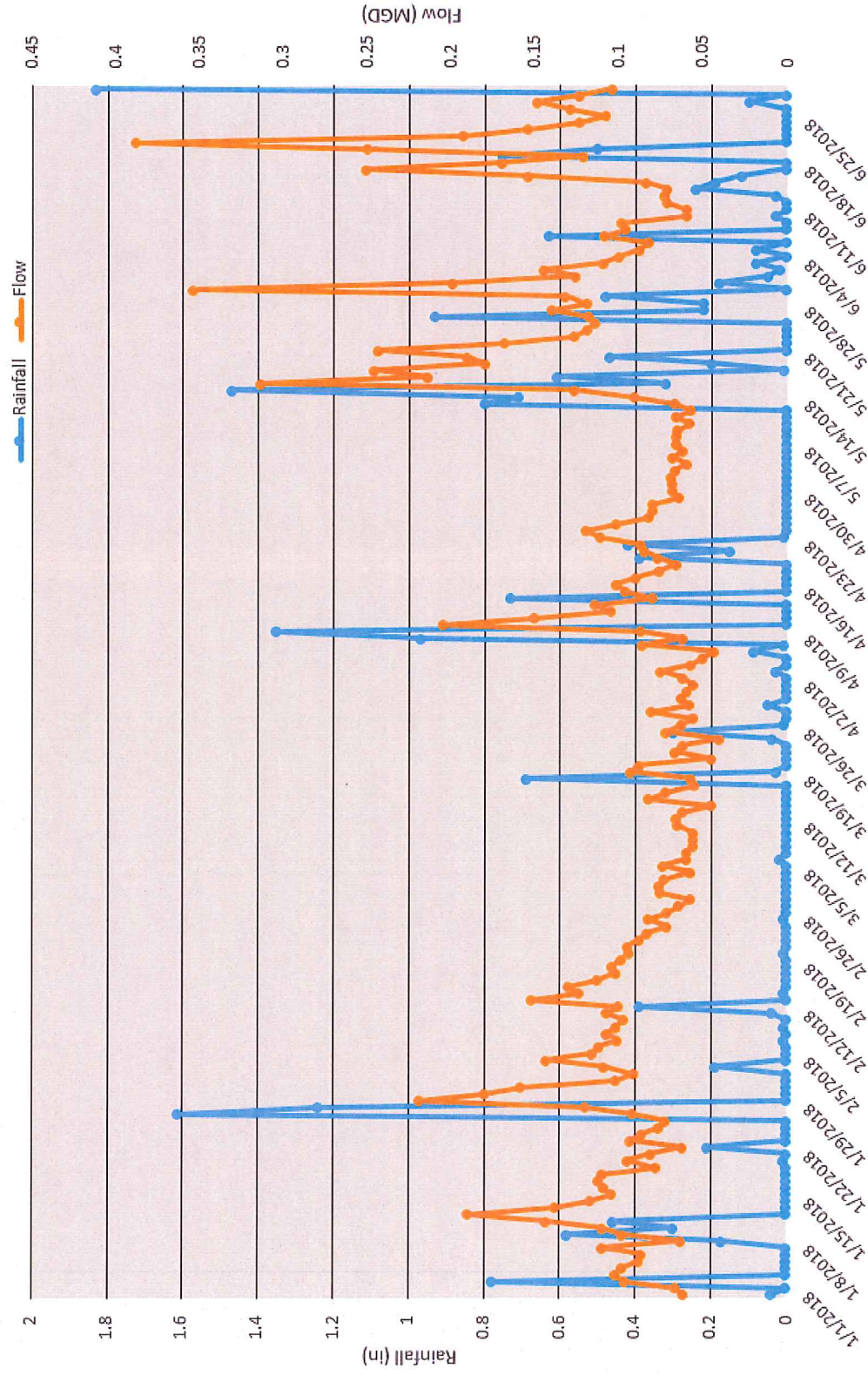


Figure 6.

Rainfall vs Flow (July 2018 - December 2018)

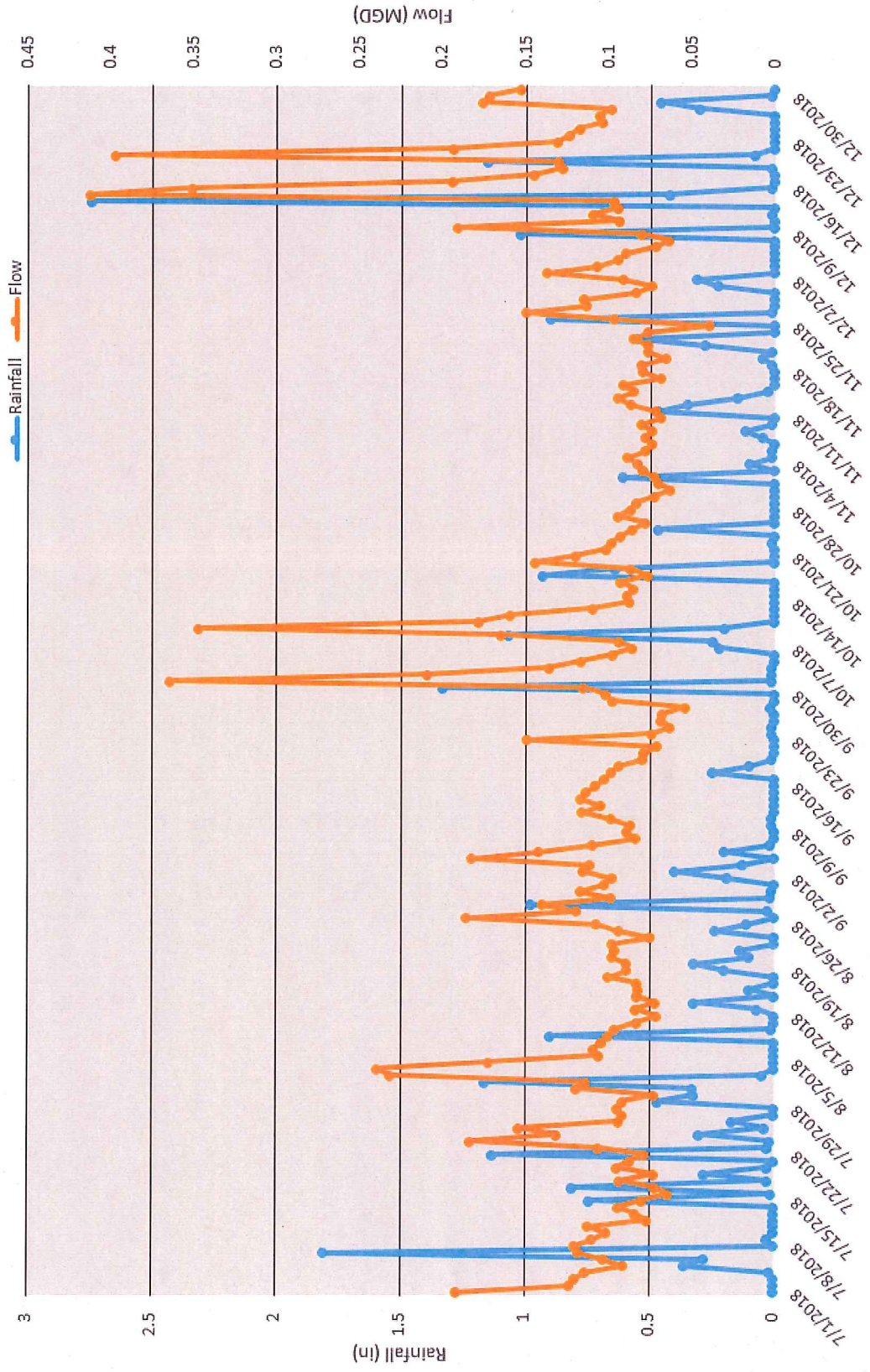
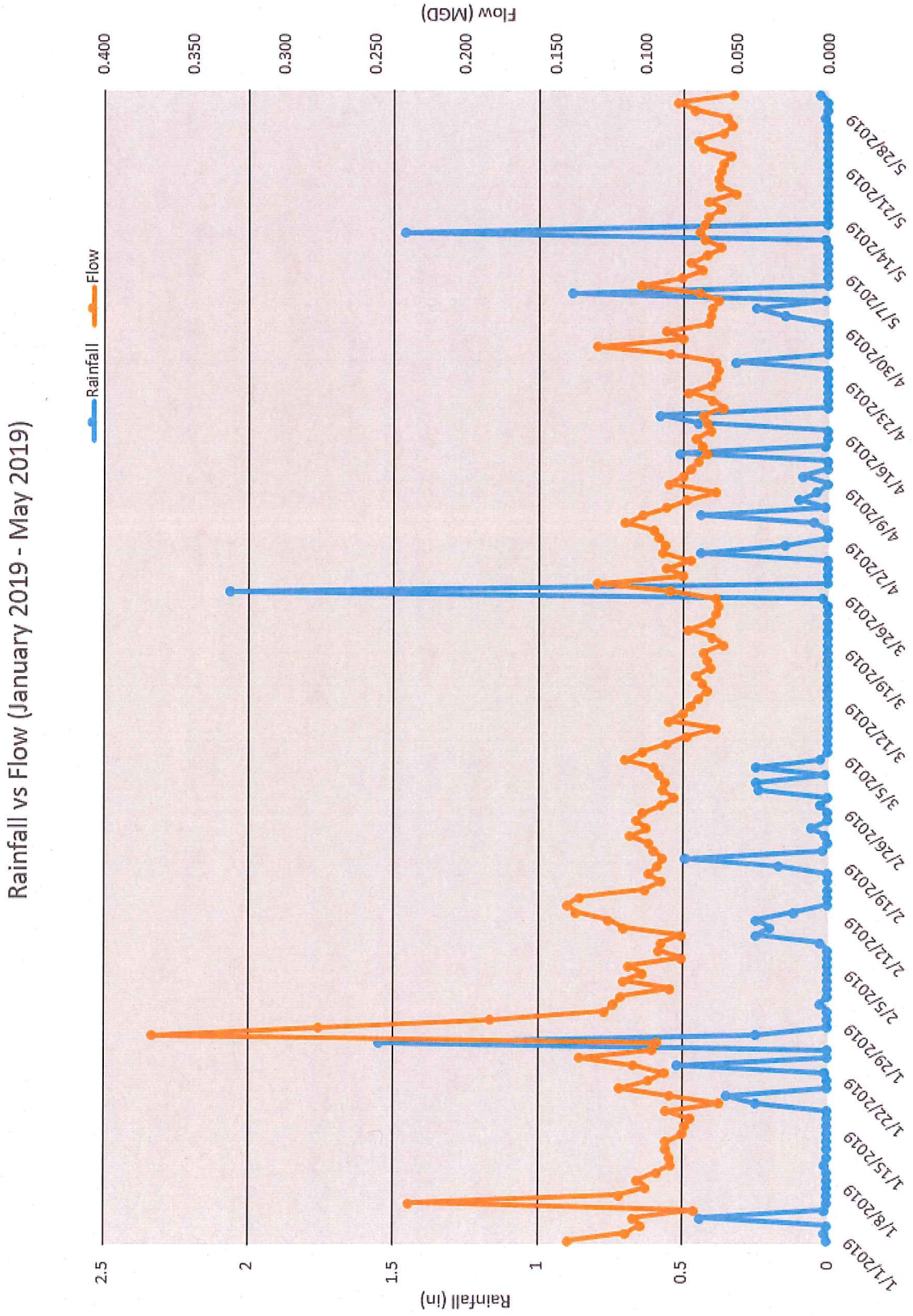


Figure 7.



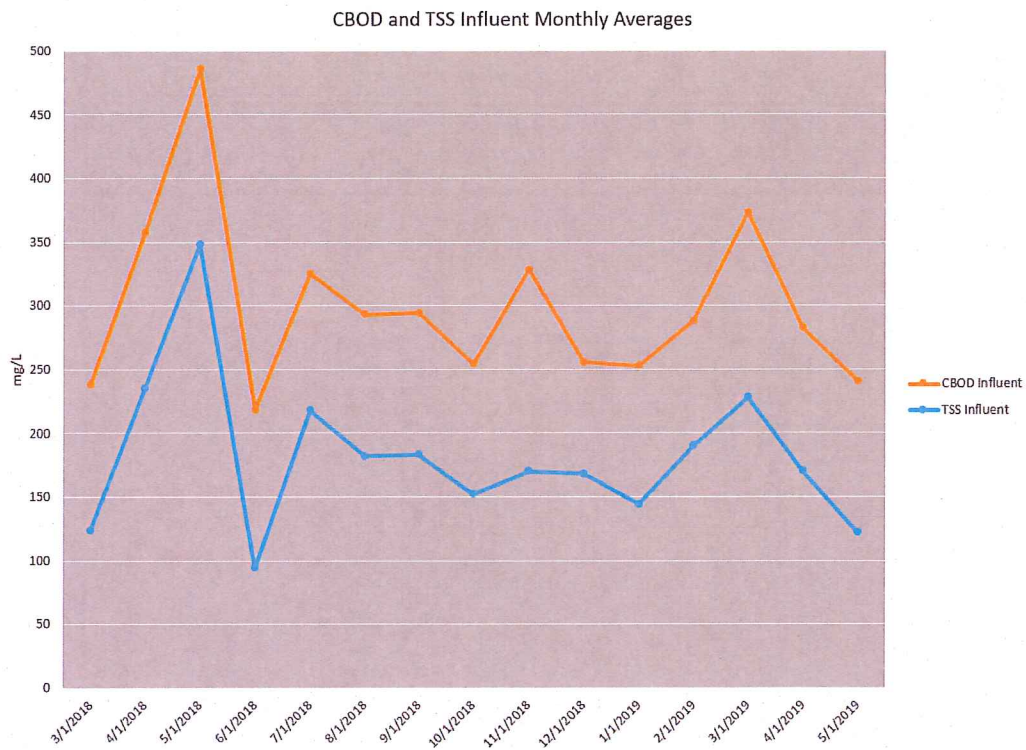
Once SJCUD took over the utilities within the Town of Hastings the Utility has conducted I & I smoke testing and manhole inspections throughout the collection system to identify areas for remediation. Based on the findings, the Utility is developing a program that will address the findings in a manner consistent to the availability of funding. The goal of the improvements is to provide greater capacity for the facility and for the possibility in the future re-rating of the treatment capacity of the facility that will allow for expansion within the Hastings service area.

Considering the rainfall data and the influent wastewater flow as shown in the charts above demonstrates that there significant infiltration and inflow into the collection system. With that being said the facility is designed to handle the I & I challenges throughout the collection system.

1.04 Updated Organic Loading Information

The Hastings WWTF was designed around medium strength domestic wastewater. The average CBOD5 and TSS concentrations for medium strength domestic wastewater are 200 and 220 mg/L. Wastewater strength varies demographically. Areas where water is a precious (e.g. scarce) resource tend to have higher organic strengths, due to water conservation. As presented Figure 8, the concentration monthly averages were for the Hastings service area during the past year and half was 181 mg/L for TSS and 117 mg/L for CBOD.

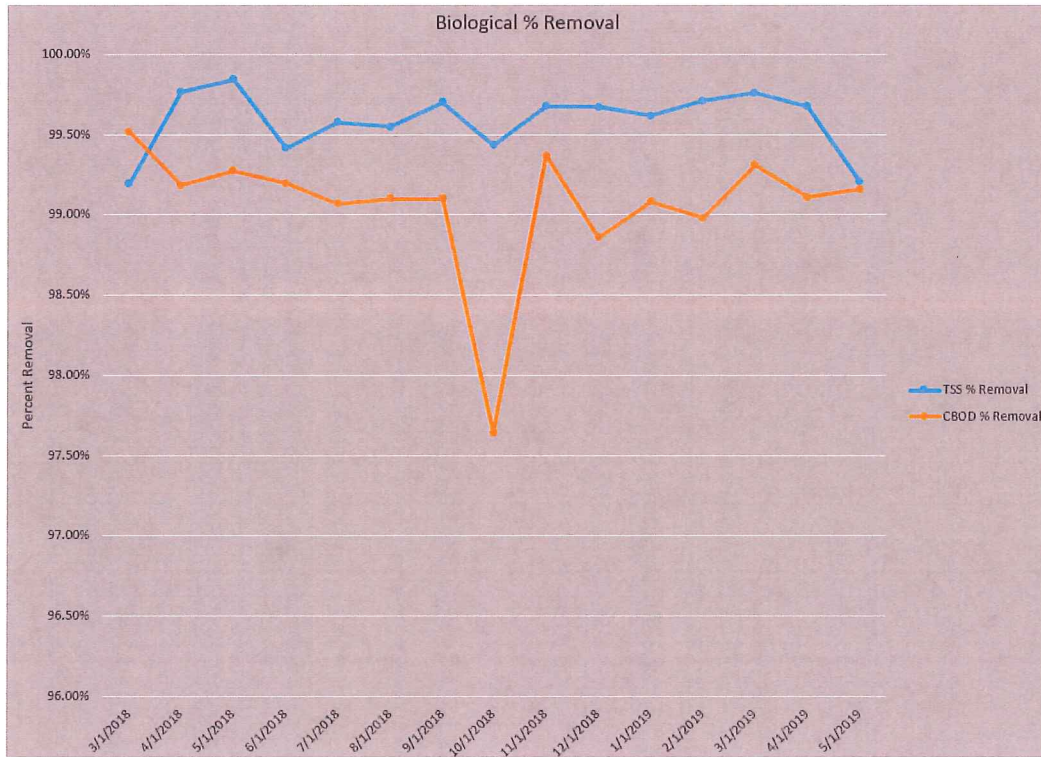
Figure 8.



Evaluating the monthly average influent concentrations by calendar year as shown in Figure 8 below indicate that the influent TSS and CBOD have remained relatively constant.

A better gauge to access the WWTF operational performance is to evaluate the TSS and CBOD percentage removal efficiencies for each discharge location. As presented below in Figure 9 the average removal efficiency of TSS and CBOD is well within the norms ranging from as low as 97.6 to 99.8 % efficiency. Based on this, it appears the WWTF is operating normally.

Figure 9.



PART 2 Future Conditions

2.01 Unit Connection Projections

Currently there are 63 single-family future connections on the books. Due to the influence of I and I and limitation of further build-out limitations, that growth would be extremely limited in this service area until future improvements are made to the facility or the reduction of I and I flows.

2.02 Flow Projections

In order to determine how the future units will affect wastewater flow rates, it is necessary to make projections based on trends in total projected units, total projected ERCs, active ERCs, and flow rates. Service area expansion, rezoning, or redevelopment could result in an increase in the total number of units and ERCs projected for service.

The only factors influencing active ERCs are occupancy, development, or a revision in the assumed ERC multiplier. The factors influencing future flows include increases or decreases in infiltration and inflow, development, percent occupancy, and other demographic and societal influences (economy, water conservation, etc.). All of these factors are important when projected future flows.

Again, each of these factors is limited in size due to the lack capacity at the facility that will allow for growth of the service area without significant financial investment.

So the additional future growth is =250 gallons*63 homes which (ERC's) = 15,750 gallons. The 15,750 gallons is being added to the current May 2019 AADF, which brings the future flow projection to 0.119 MGD approximately the full capacity of plant of 0.120 MGD.

PART 3 Summary and Conclusions

3.01 Time Required for the Three Month ADF to Reach the Permitted Capacity

As explained earlier this facility receives great amounts of I and I so the AADF stays close to the permitted capacity of the outfall. If I and I events are removed the average AADF ranges from 0.060 to 0.090 MGD. As such, the utility is in the process of developing a Capital Improvement Program to address the I and I within the service area dependent on funding. It is the goal of the capital improvement program to reduce the I and I to minimum levels. This will intern reduce the AADF as discussed early and will allow the Utility to expand services/growth within the Hastings service area.

3.02 Recommendations for Expansion

Please bear in mind the facility is designed with a peak hourly factor of 5 and a daily peaking of 3 which are both conservative. The facility is not treatment limited but outfall limited. Currently, the Utility is evaluating whether to expanded treatment capabilities of the facility subject to funding availability for redundancy and future growth possibilities within the Hastings service area. Furthermore, with the possibility of treatment expansion the Utility is also looking at alternative discharge locations for disposal of the treated effluent.



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION
 500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084
 Phone (904) 209-0770 Email: golliver@sjcfl.us

PATRICIA GAIL OLIVER, P.S.M. NO. 4564
 PROFESSIONAL SURVEYOR AND MAPPER
 FIELD SURVEY DATE: AUGUST 1, 2018

AMENDMENTS

HASTINGS WASTEWATER TREATMENT PLANT
 BOUNDARY & TOPOGRAPHIC SURVEY

DRAWN BY: C.RILEY
 FILE NUMBER: S-994
 SHEET NO. 1
 OF 2

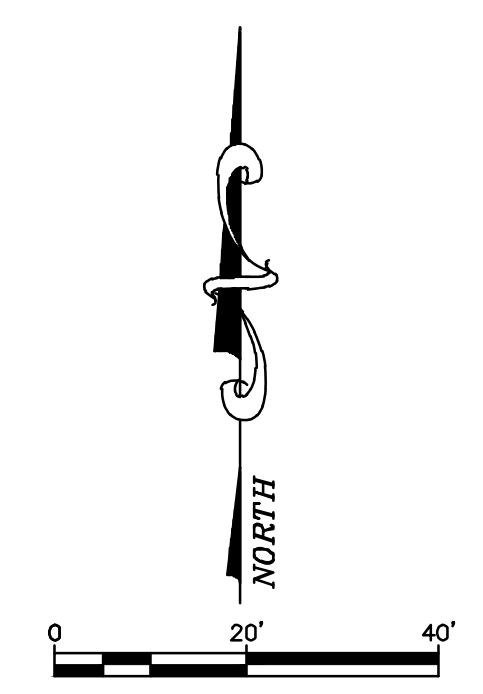
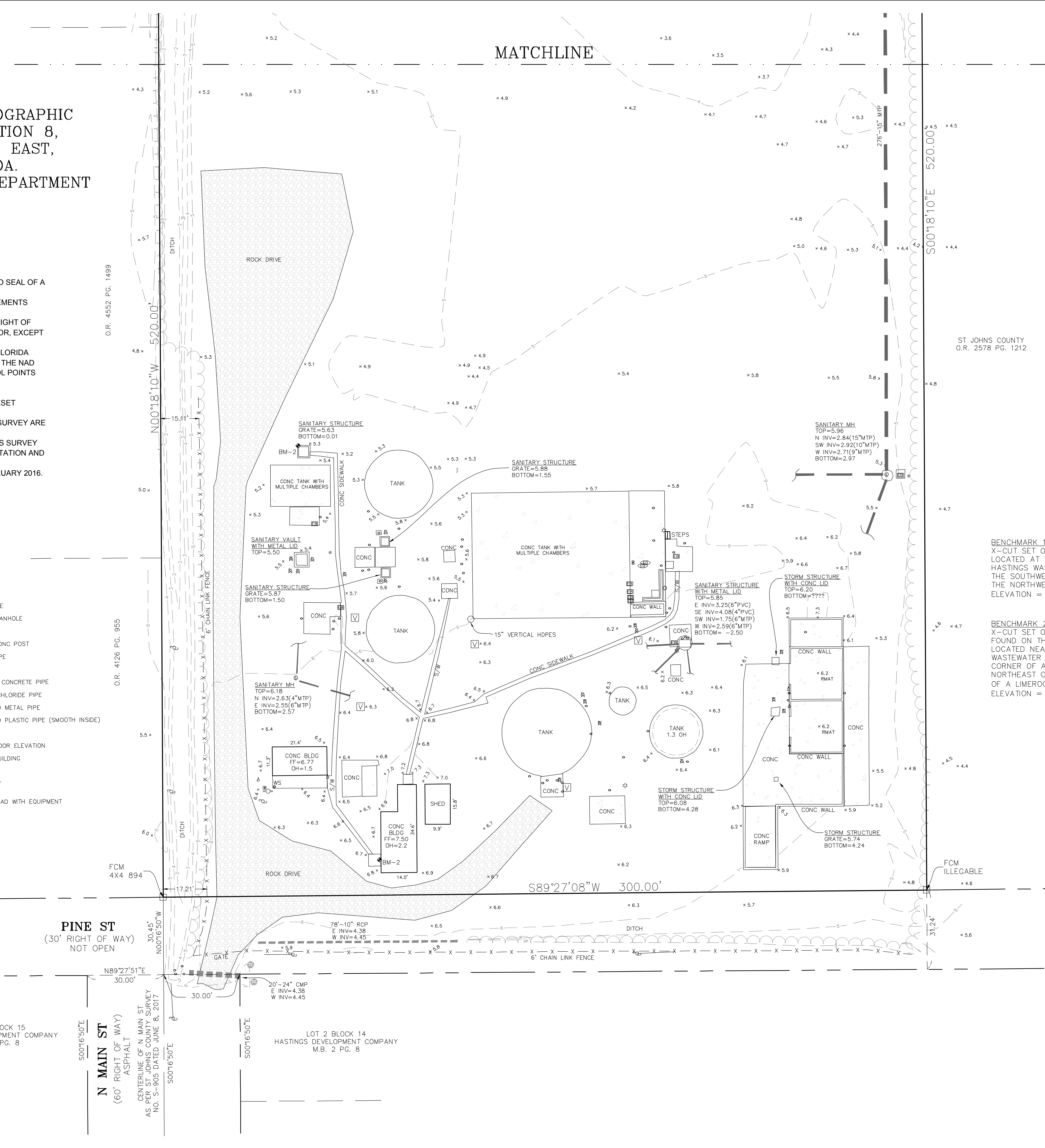
MAP SHOWING BOUNDARY & TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 8, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
 FOR: ST. JOHNS COUNTY UTILITY DEPARTMENT

SURVEYORS NOTES:

- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
- BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011. ST. JOHNS COUNTY GEODETIC NETWORK CONTROL POINTS 13-15 AND 13-16, BEARING S32°44'57"W.
- ELEVATIONS BASED ON NAVD 88, FEET, IF ANY.
- BENCHMARK BASIS: NGS PUBLISHED BENCHMARK PTS 8 RESET ELEVATION = 6.93.
- THE INTENDED FEATURES LOCATED AND SHOWN ON THIS SURVEY ARE ALL THOSE WITH ABOVE GROUND INDICATORS.
- THE PROPERTY LINES AND RIGHT OF WAYS SHOWN ON THIS SURVEY ARE BASED ON PLATS, ADJOINING DEEDS, FIELD MONUMENTATION AND A SURVEY BY JONES & PELLICER, INC., DATED 2/09/93.
- AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2016.
- DESCRIPTION FURNISHED SEPARATELY.

LEGEND

- | | | | |
|--------|-----------------------------------|------|---|
| BM | VERTICAL CONTROL/BENCHMARK | SV | SEWER VALVE |
| CONC | CONCRETE | SMH | SANITARY MANHOLE |
| S/W | CONCRETE SIDEWALK | MH | MANHOLE |
| SV | SEWER VALVE | WC | WOOD OR CONC POST |
| --- | RIGHT OF WAY LINE | VP | VERTICAL PIPE |
| --- | TREE LINE | INV | INVERT |
| --- | LIGHT POLE | RCP | REINFORCED CONCRETE PIPE |
| EB | ELECTRIC BOX | PVC | POLYVINYL CHLORIDE PIPE |
| EO | ELECTRIC OUTLET | CMP | CORRUGATED METAL PIPE |
| WUP | WOOD UTILITY POLE | HDPE | CORRUGATED PLASTIC PIPE (SMOOTH INSIDE) |
| WUPA | WOOD UTILITY POLE WITH GUY ANCHOR | MTP | METAL PIPE |
| EV | ELECTRIC VAULT | FF | FINISHED FLOOR ELEVATION |
| WV | WATER VALVE | BLDG | MASONRY BUILDING |
| WM | WATER METER | OH | OVER HANG |
| BFP | BACK-FLOW PREVENTER | RMAT | RUBBER MAT |
| HB | HOSE BIB | CONC | CONCRETE PAD WITH EQUIPMENT |
| WS | WASH STATION | | |
| FCM | FOUND 4X4 CONCRETE MONUMENT | | |
| SCM | SET 4X4 CONCRETE MONUMENT | | |
| M.B. | MAP BOOK | | |
| PG.(S) | PAGE(S) | | |
| O.R. | OFFICIAL RECORDS | | |



ST. JOHNS COUNTY
 O.R. 2578 PG. 1212

BENCHMARK 1
 X-CUT SET ON THE CENTER EAST SIDE OF A CONCRETE PAD LOCATED AT THE ENTRANCE DOOR TO THE OFFICE OF THE HASTINGS WASTEWATER TREATMENT PLANT; 5 FEET NORTH FROM THE SOUTHWEST CORNER OF BUILDING; 5 FEET SOUTHWEST FROM THE NORTHWEST CORNER OF A CONCRETE PAD.
 ELEVATION = 6.85 (NAVD 88 FEET)

BENCHMARK 2
 X-CUT SET ON THE NORTHWEST CORNER OF A DROP STRUCTURE FOUND ON THE NORTH SIDE OF A SQUARE CONCRETE TANK LOCATED NEAR THE NORTHWEST CORNER OF THE HASTINGS WASTEWATER PLANT; 5 FEET NORTHWEST FROM THE WEST CORNER OF ALUMINUM STEPS; 15 FEET NORTHWEST FROM THE NORTHEAST CORNER OF TANK; 26 FEET EAST FROM THE CENTER OF A LIMEROCK/ DIRT DRIVE.
 ELEVATION = 5.57 (NAVD 88 FEET)

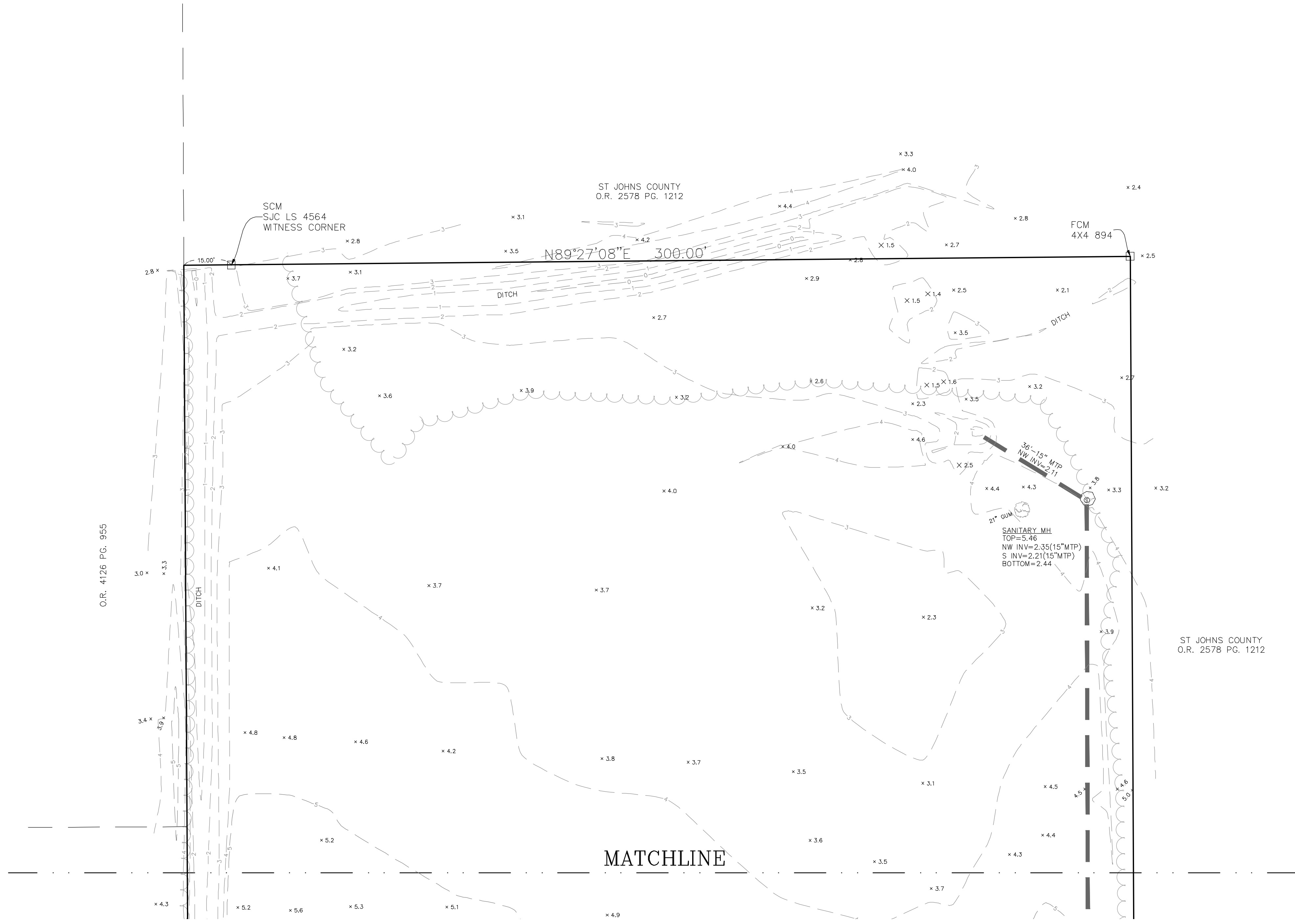
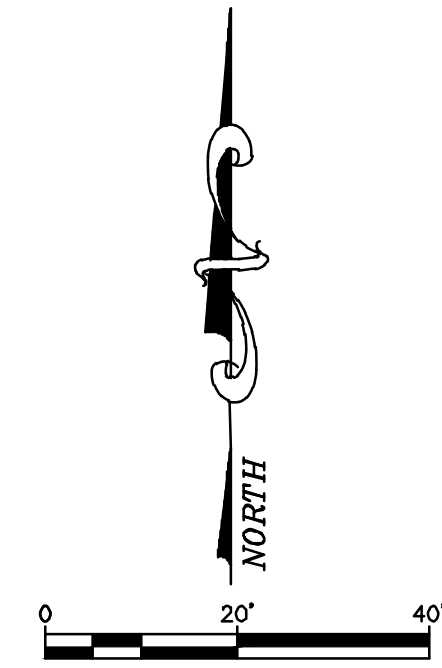
LOT 1 BLOCK 15
 HASTINGS DEVELOPMENT COMPANY
 M.B. 2 PG. 8

LOT 2 BLOCK 14
 HASTINGS DEVELOPMENT COMPANY
 M.B. 2 PG. 8

T:\Survey\LandProjects\8\HASTINGS WASTEWATER PLANT.dwg Plotdate: 12/20/2018 9:03 AM By: Charles Riley



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION
 500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084
 Phone (904) 209-0770 Email: goliver@sjcfl.us



SEE SHEET 1 OF 2 FOR
 CERTIFICATION, LEGEND,
 AND NOTES

AMENDMENTS

HASTINGS WASTEWATER
 TREATMENT PLANT

BOUNDARY & TOPOGRAPHIC SURVEY

DRAWN BY: C.RILEY

FILE NUMBER: S-994

SHEET NO. 2
 OF 2

T:\Survey\LandProjects\B\HASTINGS WASTEWATER PLANT.dwg Plotted: 12/20/2018 9:03 AM By: Charles Riley

67 1043

DEF
REC

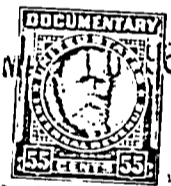
98 PAGE 364

DEED

THIS INDENTURE, Made this 31st day of ^{MARCH} February, 1967, between THE BOARD OF PUBLIC INSTRUCTION OF ST. JOHNS COUNTY, FLORIDA, a Public Corporation under the Laws of the State of Florida, party of the first part, and TOWN OF HASTINGS, a Municipal Corporation organized and existing under the Laws of the State of Florida, whose mailing address is Hastings, Florida, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred and Twenty Five (\$125.00) Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part, its successors and assigns forever, all that certain parcel of land lying and being in the County of St. Johns and State of Florida, more particularly described as follows:

A rectangular shaped parcel of land in Section 8, Township 9 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:



Beginning at the Southwest corner of said Section 8, Township 9 South, Range 28 East; thence running North on the West line of said Section 8, a distance of 520 feet; thence running East on a line drawn parallel with the South line of said Section 8, a distance of 300 feet; thence running South parallel with the first line herein described a distance of 520 feet to the South line of said Section 8; thence running West on the South line of said Section 8, 300 feet to the point of beginning. Containing 3.58 acres, more or less.

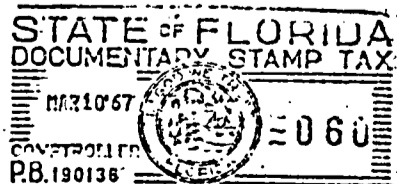
EXCEPTING therefrom the Westerly 30 feet of the above described parcel as contained in an easement for Right-of-Way to St. Johns County.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part, for itself and its successors and assigns, does covenant with the said party of the second part that it is lawfully seized of the said premises, that they are free of all encumbrances, and that it has good right and lawful authority to sell the same; and that said party of the first

ST. JOHNS
COUNTY



OFF
REC

98 PAGE 365

part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through and under the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Chairman, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

Signed, sealed and delivered
in the presence of:

David O. Woodruff

Vera F. Welch

THE BOARD OF PUBLIC INSTRUCTION
OF ST. JOHNS COUNTY, FLORIDA.

By *Allen D. Nease*
Chairman

ATTEST:

W. Douglas Hartley
Secretary

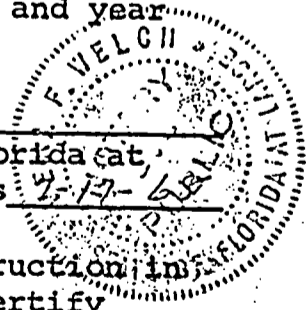


STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 8th day of ^{March} February, 1967, before me personally appeared ALLEN D. NEASE and W. DOUGLAS HARTLEY, respectively Chairman and Secretary of THE BOARD OF PUBLIC INSTRUCTION OF ST. JOHNS COUNTY, FLORIDA, a Public Corporation under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing deed to TOWN OF HASTINGS, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at St. Augustine, in the County of St. Johns and State of Florida, the day and year last aforesaid.

Vera F. Welch
Notary Public - State of Florida at
Large. My commission expires 7-17-68



The undersigned, as County Superintendent of Public Instruction in and for St. Johns County, State of Florida, does hereby certify that all of the provisions of the Laws of the State of Florida, as set forth in the Florida Statutes, and in particular Section 235.04, have been fully complied with.

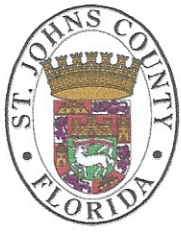
FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

MAR 10 4 20 PM '67

W. Douglas Hartley
County Superintendent of Public In-
struction in and for St. Johns County,
Florida.

William F. ...
CLERK CIRCUIT COURT
ST. JOHNS COUNTY

VERIFIED BY
mg



May 4, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Disaster Recovery Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. **Question:** What is the estimate for this project?

Answer: The project estimate is \$5,200,000 for design and construction.

2. **Question:** We would like to schedule a site visit to the Hastings facility in advance of the May 7th pre-bid meeting. If we limit our group to three to four people and we maintain recommended social distancing (six feet) during the visit can this be scheduled?

Answer: A site visit has been scheduled for Monday 5/11/2020 at 9:30 am; social distancing will be observed. Should there be a large number of attendees they will be split into multiple groups.

3. **Question:** In accordance with Part IV.D., we are requesting permission to use the St. Johns County Seal/Logo in our proposal. Is this acceptable?

Answer: Use of the SJC County Seal/Logo is not authorized.

4. **Question:** Can SJCUD provide a copy of the environmental assessment and any archaeological site explorations reports that have been produced on the plant in conjunction with this grant?

Answer: The environmental assessment for the site is still in progress. There are no know archeological site exploration reports; however, SHPO was consulted and did not have any concerns/comments.

5. **Question:** Will we be allowed to visit the plant to perform a site visit prior to submitting our proposal?

Answer: See response to Question 2 above.

6. **Question:** Please provide a copy of the proposed Design Build Form of Agreement to be used between Owner and Design Builder for this project.

Answer: The DBIA contract agreement document is currently being drafted by the SJC Legal Department.

7. **Question:** The RFQ states “All terms and conditions of the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR are incorporated into this RFQ Document by reference, and are fully binding”. Please provide copies of both of these documents as well.

Answer: The St. Johns County Purchasing Manual can be found at <http://www.sjcfcl.us/Purchasing/PurchasingManual.aspx> and the Policy and Procedure Manual for Procurement for CDBG-DR can be found at <http://www.sjcfcl.us/DisasterRecovery/media/PolicyandProcedures.pdf>.

8. **Question:** We would like to request permission to use the County’s logo for use in our Proposal to the County.

Answer: See response to Question 3 above.

9. **Question:** Could the County please provide the most recent, available As-built and Record Drawing Information for the existing Hastings WWTF?

Answer: Please see Exhibit E Hastings WWTP O&M and Exhibit G Hastings WWTP Topographic Survey for this information.

10. **Question:** Please confirm that resumes are excluded from the page count in Section 7. Personnel Qualifications and Team Approach.

Answer: Resumes are not excluded from the page count in Section 7.

11. **Question:** We would like permission to use the County Logo in our submittal.

Answer: See response to Question 3 above.

12. **Question:** In regards to Section 3, the qualifications for the design build experience is quite specific, can it be revised to the following: “Within the past 5 years, the Design-Builder must have successfully completed at least 1 water or wastewater treatment plant Design Build project of similar size for municipal clients in the United States.” We respectfully request removing “similar size” as we believe design-build projects of smaller or larger size can demonstrate the required experience for this project.

Answer: The language in Section 3 is changed as follows: Design-build experience. Within the past 5 years, the Design-Builder must have successfully completed at least 1 water or wastewater treatment plant Design-Build project of a similar size or larger for a municipal client within the United States.

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

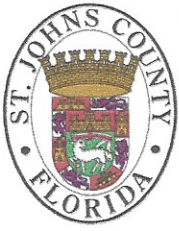
Sincerely,



April Bacon

Purchasing Buyer

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

May 6, 2020

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #2 is issued to further respondents’ information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Purchasing Buyer; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

- 1. Question: Can you provide the street address of the site for the meeting on Monday?

Answer: The site visit will be held at the Hasting Wastewater Treatment Plant which, as stated in C. SCOPE OF SERVICES Introduction (page 8) of the RFQ document, is located at 900 N. Main Street Hastings, FL 32145.

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment

Sincerely,

April Bacon

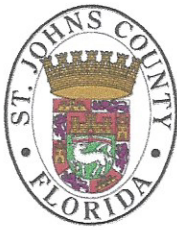
Purchasing Buyer

Signature and Date

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

May 7, 2020

ADDENDUM #3

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #3 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Purchasing Buyer; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. Question: Can the site visits be setup so each team can visit the site as a group at a specific time on Monday. No more than 1 hour is needed.

Answer: All Respondents interested in attending the site visit on Monday, May 11, 2020 shall schedule an appointment by contacting April Bacon at abacon@sjcfl.us on or before 4:00 PM on Friday, May 8, 2020. Site visit time slots will be 45 minutes each; with the first appointment starting at 9:30 AM. Appointments are on a first come first served basis.

2. Can you provide a list of the people who emailed you on attending the call today please?

Answer: The sign-in sheet can be found on DemandStar and is attached to this addendum.

3. For Section 6 – of the 6 pages, can the schedule page be on 11 x 17?

Answer: Yes, the schedule can be on 11x17.

4. For the entire proposal can you confirm that its 8.5 x 11 single sided except for where you specifically say a page can be 11 x 17?

Answer: The proposal shall be 8.5x11, unless otherwise stipulated. If necessary, drawings may be submitted on 11x17.

5. For Section 7 – you are requesting several resumes, plus organization chart and a table for only 10 pages. Can this page limit be slightly increased?

Answer: Resumes shall be limited to one (1) page per person. Page limit is increased to fifteen (15) pages.

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

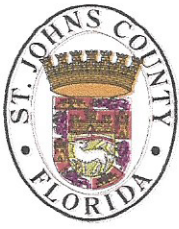
Sincerely,

April Bacon
Purchasing Buyer

END OF ADDENDUM NO. 3

RFQ No: 20-53 CDBG-DR Project – Hastings Phase III WWTP Improvements
Pre-RFQ Teleconference Sign-In

Name	Company	Phone	Email
April Bacon	SJC Purchasing	(904) 209-0160	abacon@sjcfl.us
Teri Pinson	SJC Utilities	(904) 209-2604	tpinson@sjcfl.us
Scott Trigg	SJC Utilities	(904) 209-2622	strigg@sjcfl.us
Pamilia Evans	Wharton Smith		pevans@whartonsmith.com
Leslie Samel	Mott MacDonald		Leslie.Samel@mottmac.com
Shayne Wood	CDM Smith	(904) 527-6703	WoodSH@cdmsmith.com
Yanni Polematidis	CDM Smith		PolematidisIM@cdmsmith.com
Kathy Kelley	Ebert Norman Brady Architects	(904) 241-9997	kkelley@enbarchitects.com
Tom Norman	Ebert Norman Brady Architects	(904) 241-9997	tnorman@enbarchitects.com
Mark Hickinbotham	Sawcross, Inc.	(904) 751-7500	markh@sawcross.com
Joe Kantor	Haskell	(904) 791-4779	Joseph.Kantor@haskell.com
Cheryl Robitzsch	Haskell		Cheryl.Robitzsch@haskell.com
Kris Samples	Haskell		KSamples@mckimcreed.com
Jeanie Lucas	Reynolds Construction, LLC	(904) 695-9290	Jeanie.lucas@reynoldscon.com
Lewis Bryant	Kimley-Horn		Lewis.Bryant@kimley-horn.com
Kelly Smith	Kimley-Horn		kelly.smith@kimley-horn.com
David Mahler	Reynolds/CPH team		dmahler@cphcorp.com
Ben Fries	Reynolds/CPH team		Bfries@cphcorp.com
Dave Refling	Reynolds/CPH team		Drefling@cphcorp.com
John Chase	Reynolds/CPH team		John.Chase@reynoldscon.com
Nik Jindal	Reynolds/CPH team		njindal@cphcorp.com
Amelia McQuade	Constantine Engineering	(904) 562-2185	amcquade@tcgeng.com
David Rasmussen	Constantine Engineering		DRasmussen@tcgeng.com
Ted Hortenstine	Constantine Engineering		THortenstine@tcgeng.com



St. Johns County Board of County Commissioners

Purchasing Division

May 19, 2020

ADDENDUM #4

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 20-53, Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements

This Addendum #4 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Purchasing Buyer; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Clarifications/Revisions:

1. Question #4 on Addendum #1 requested the final approved Environmental Assessment (EA). At the time Addendum #1 was issued the EA was not complete. The EA is now complete and is included in this Addendum as a separate attachment.
2. As the St. Johns County Attorney's Office is still in the process of drafting the DBIA contract documents for this project; we would like to clarify that the documents to be utilized are DBIA Document No. 520, Document No. 530, and Document No. 535.
3. Part III, Treatment Limits – Remove and replace with the following:
The upgraded facility shall be designed to meet the existing effluent permit limits. Consideration shall be given to the potential reduction of I&I that may be achieved through current collection system improvement projects. The County would like for the Respondent to provide consideration for future upgrades required for the effluent to be permitted under the Florida Department of Environmental Protection's (FDEP) F.A.C. Chapter 62:610 Part III – Slow-rate Land Application Systems; Public Access Areas, Residential Irrigation, and Edible Crops.
4. The proposed collection system pumps for the Main St. Pump Station Upgrades are Flygt NP 3127 HT 3 – Adaptive 488 with a design point of 500 gpm at 49 feet Total Dynamic Head.

Questions/Answers:

1. **Question:** Where can we find a list of certified DBE/SBE firms recognized by St. Johns County?
Answer: Respondents should utilize the resources identified in the RFQ documents (pages 22-23); they can also visit the Department of Management Services Office of Supplier Diversity website, contact the Small Business Administration, contact the Minority Business Development Agency of the Department of Commerce, as well as ensuring that they comply with all requirements set forth in 2 CFR 200.321.
2. In regard to the requirements from Page 14, Section 3, Experience Qualifications (see below), *we respectfully request that St. Johns County allow the submittal of federal and industrial clients*, in addition to municipal clients, for qualifying projects since many federal and industrial clients have similar size and type of facilities that are directly applicable to the scope of services and processes St. Johns County requires.
Answer: St. Johns County will allow the inclusion of federal and industrial clients as long as they are of similar treatment size and type of facility.

RFQ Due Date Remains: Thursday, May 28, 2020

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,



April Bacon

Purchasing Buyer

END OF ADDENDUM NO. 4