| 9 | **AGENDA ITEM**<br>**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS** |
|---|---|
| | *Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to* BCC Meeting |

**11/3/2026**

**BCC MEETING DATE**

**TO:** **Joy Andrews, County Administrator** **DATE:** **September 30, 2026**

**FROM:** **Jaime Locklear, Director, Purchasing** **PHONE:** **904 209-0158**

**SUBJECT OR TITLE:** **Award of Request for Qualifications (RFQ) 2916; Professional Engineering Services for Northwest Water Reclamation Facility Expansion**

**AGENDA TYPE:** **Bid Award, Consent Agenda, Contract, Resolution**

**BACKGROUND INFORMATION:**

SJC Purchasing issued a Request for Qualifications (RFQ) was issued in accordance with the County Purchasing Policy and Florida Statute §287.055. One (1) response was received and evaluated based upon qualifications by the evaluation committee. CDM Smith, Inc. was determined to be a qualified, responsive Respondent, and that negotiating a contract with them serves a public purpose. County staff entered into negotiations with CDM Smith, Inc. and came to an agreement on scope, fees, and terms and conditions for completion of the services. Staff recommends Board approval to award RFQ 2916 to CDM Smith, Inc, and execute the negotiated contract, as attached hereto, in the amount of $7,301,402 for completion of the Project. Due to the size of the Exhibits and Attachments, they are available upon request from Jaime Locklear.

**1. IS FUNDING REQUIRED?** Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

**INDICATE FUNDING SOURCE:** Capital Projects 2027 WS Bond - System Improvements (4512-56302). If 2027 WS Bond not approved by BCC, the project will be funded from Utility Unrestricted Revenue {4488-56302).

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026 – _____, authorizing the County Administrator, or designee, to award RFQ No: 2916; Professional Engineering Services for Northwest Water Reclamation Facility Expansion to CDM Smith, Inc., and to execute a contract in substantially the same form and format as attached in the amount of $7,301,402 to perform the required services in accordance with the negotiated contract.

**For Administration Use Only:**
**Legal: Jalisa Ferguson 10/26/2026** **OMB: ARM 10/26/2026** **Admin: JDD 10/26/2026**

**RESOLUTION NO. 2026 -_____**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 2916; PROFESSIONAL ENGINEERING SERVICES FOR NORTHWEST WATER RECLAMATION FACILITY EXPANSION TO CDM SMITH, INC., AS THE SOLE QUALIFIED FIRM AND TO EXECUTE A CONTRACT FOR COMPLETION OF THE WORK.**

## RECITALS

**WHEREAS,** St. Johns County issued a Request for Qualification (RFQ) in accordance with the County Purchasing Policy and Florida Statute §287.055 and one (1) response was received by CDM Smith, Inc.; and

**WHEREAS,** through the County's Formal RFQ process, CDM Smith, Inc., was identified as sole qualified respondent, and County staffed entered into negotiations with CDM, Smith, Inc., and came to an agreement on scope, fees, and terms and conditions for completion of the services; and

**WHEREAS,** the County finds that issuing a contract for this work serves a public purpose; and

**WHEREAS,** the project will be funded by Utilities Department.

**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 2916; Professional Engineering Services for Northwest Water Reclamation Facility Expansion to CDM Smith, Inc., as the sole qualified firm based upon evaluation of qualifications.

Section 3. Additionally, upon approval by the Board, County Administrator, or designee, is hereby authorized to issue and execute a contract, in substantially the same form and format as attached, with CDM Smith, Inc., for completion of the Services, as negotiated for a not-to-exceed amount of $7,301,402.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this _____day of_____, 2026.

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

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

By: _____
Clay Murphy, Chair

By:_____
Deputy Clerk

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

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This Professional Services Agreement (hereafter "Agreement") is made this ___ day of _____, 2026 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **CDM Smith, Inc** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 4651 Salisbury Road, Suite 420, Jacksonville, FL 32256, Phone: (904) 731-7109, and E-mail: samells@cdmsmith.com, for **RFQ 2916; Professional Engineering Services for Northwest Water Reclamation Facility Expansion**, hereinafter referred to as the "Project".

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

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

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

a) Fully Executed Change Orders and/or Amendments to this Agreement;
b) This fully executed Professional Services Agreement and all Exhibits and/or Attachments hereto:
   i. Exhibit A – Scope of Services
   ii. Exhibit B – Fee Schedule
   iii. Exhibit C- FDEP Permit # Fl0670651
   iv. Exhibit D Record Drawing – NW Water Facility Reclamation Facility
   v. Exhibit E Conformed Drawings – NW WRF Reuse Improvements
   vi. Exhibit F Small Adjustment 25-32 To Silverleaf PUD
   vii. Exhibit G SJC SCADA System Standards 1.0
c) Request for Qualifications and all issued Addenda RFQ No. 2916
d) Insurance furnished by Consultant meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any conflicts, inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary. Fully executed documents take precedence over any unsigned drafts, and signed/sealed hard-copy documents shall take precedence over any electronic versions of documents.

1.1.3 Any and all Contract Documents shall remain the property of the County. Consultant is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Consultant shall have the right to keep one record set whether in hard and/or electronic copy of the Contract Documents upon completion of the Services; provided, however, that in no event shall the Consultant, or the Consultant's Sub-Contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

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

1.1.5 All Submittals, documents, drawings, specifications, reports, data, and other materials (in hard copy or electronic form) prepared by or on behalf of the Consultant in the performance of the Services ("Submittals") shall be the property of the County. Notwithstanding the foregoing, the Consultant shall retain all rights to its pre-existing and proprietary intellectual property, methodologies, and software incorporated into the Submittals ("Consultant IP"). The Consultant hereby grants the County a perpetual, irrevocable, royalty-free, non-exclusive license to use, reproduce, display, distribute, and create derivative works of the Submittals and any Consultant IP contained therein, solely for the County's governmental purposes, including but not limited to planning, permitting, tendering,

procurement, installation, operation, repair, maintenance, modification, reconstruction, replacement, and/or upgrade of any equipment, systems, facilities, or improvements related to the Services. This license includes the right to assign or sublicense the County's rights, in whole or in part, to contractors, consultants, and third parties performing work on behalf of the County. The Consultant shall not be liable for any use or modification of the Submittals by the County or third parties for purposes other than the specific project or use contemplated under the Contract Documents.

1.1.6 Consultant shall perform no portion of the Services at any time without adequate Contract Documents. If Consultant performs any portion of the Services where Consultant knows or should know such Services involve a recognized error, inconsistency, or omission in the Contract Documents without notice to the Project Manager and the County, Consultant shall bear responsibility for such performance and shall bear the cost of correction. Consultant shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Submittals, to identify any inconsistency, ambiguity, error or omission which Consultant may discover with respect to these documents before proceeding with the affected Services. Consultant is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents shall be resolved through good faith efforts upon the part of the Consultant and the County. Should the Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Consultant within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager will render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest to the Project Manager's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest shall be submitted to the Purchasing Director and shall state clearly and in detail the basis thereof The County Administrator will consider the Consultant's protest and render its decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the County Administrator's decision, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the County Administrator's decision.

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

## ARTICLE II AGREEMENT TERM

### 2.1 Term

This Agreement shall become effective upon the date of execution by all parties and shall be in effect for an initial contract term of four hundred sixty two (462) calendar days ("Agreement Term"). Consultant shall perform the Services within the time periods specified. Consultant's Services shall commence upon receipt of a written Notice to Proceed from the County. This Agreement may only be extended in whole or in part upon written Amendment signed by both Parties.

### 2.2 Schedule

2.2.1 Consultant shall perform the Services within the time periods specified. Consultant's Services for shall commence upon receipt of a written Notice to Proceed from the County.

2.2.2 The Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant's services are suspended, delayed or interrupted for the convenience of the County or delays occur which are not reasonably foreseeable and are beyond the reasonable control of Consultant, an equitable adjustment in Consultant's time of performance and cost of Consultant's personnel and subcontractors shall be made

2.2.3 If Services are scheduled to end due to the expiration of this Agreement, at the request of the County, Consultant agrees to continue to provide Services for an extension period defined by the County, upon the same terms and conditions as contained in this Agreement. The County will issue an Amendment or Change Order prior to the

expiration of this Agreement authorizing any such extension period. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by the County

## ARTICLE III DEFINITIONS

### 3.1 Definitions

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

3.1.1 Acceptance of Work: Written acceptance of the Services performed by Consultant by the County' Project Manager.

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

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

3.1.4 Change Order: A document providing the written modification to a previously issued Contract, adjusting contract price, scope of work or completion time.

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

3.1.6 Compensation Method:

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

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

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

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

3.1.7 Consultant: The Supplier with which the County is contracting to perform the Services in accordance with the Contract Documents.

3.1.8 Contract Price: The sums set forth herein under Article V, shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the State or by the County and paid by the Consultant or any Sub-Contractor with respect to sales of goods purchased for the performance of the Services.

3.1.9 Contract Term: The number of calendar days between the Effective Date and completion of all Services, established in Article II of this Agreement, as may be amended by Change Order.

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

3.1.11 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Consultant to illustrate materials or equipment for some portions of the Project.

3.1.12 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County as defined in this Agreement.

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

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

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

## ARTICLE IV SERVICES

### 4.1 Scope of Services

4.1.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services"). The intent of the Project is to design and construct the Northwest WRF to a minimum increased treatment capacity of 6.0 MGD. The final treatment capacity will be determined by the ability to meet advanced wastewater treatment limits, hydraulic capacity limitations, and treatment structures and redundancy requirements. The Consultant shall review and evaluate each treatment portion of the facility for synergies and cost-saving measures.

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

4.1.3 The Consultant shall provide and perform all Services pursuant to this Agreement with the degree of care and skill ordinarily exercised by, and consistent with the standards of, competent professional engineers practicing in the same or similar locality, under the same or similar circumstances at the time Services are performed. The Consultant shall perform the Services in a manner consistent with the County's stated performance within the Contract Documents regarding: Project intent; intended use; operational needs;, budgetary considerations;, schedule requirements;, and performance objectives. Consultant shall perform all Services in accordance with all Applicable Laws, applicable codes, regulations, permitting requirements, and the requirements of any applicable grant agreements.

4.1.4 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and

materials performed, provided, or furnished by the Consultant. The Consultant shall, at its sole cost and without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the Consultant's failure to meet the standard of care set forth in Section 4.1.3 above, as well as negligent acts, errors, omissions, or intentional misconduct of the Consultant, including but not limited to design deficiencies, calculation errors, conflicts between drawings and specifications, code compliance failures, and gaps in scope necessary for the Project to be constructed as intended. In addition to making corrections, Consultant shall perform additional engineering efforts at no additional cost to the County and shall reimburse the County for any increased construction costs, including but not limited to Change Order costs or delay costs incurred by the County as a direct result of errors, omissions, or ambiguities in the data, studies, reports memoranda or other documents attributable to Consultant's failure to meet the standard of care.

4.1.5 Prior to each submission of any Work Product, as defined in Article VI herein, Consultant shall perform and document an internal quality assurance/quality control ("QA/QC") review, including interdisciplinary coordination review, and shall certify in writing that such review has been completed. County's acceptance of any Work Product is expressly conditioned upon receipt of this certification.

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

4.1.6.1 County reserves the right, at its own expense, to retain an independent engineer to review the Work Product submitted by Consultant at any phase of design. Consultant shall cooperate with such review and shall address, in writing, any and all comments generated by such independent reviewer. Such independent review shall not relieve Consultant of any obligation or liability under this Contract.

## ARTICLE V COMPENSATION

### 5.1 Contract Price

5.1.1 As full and complete compensation for satisfactory performance of the Services by Consultant, the County shall pay to Consultant compensation in accordance with the pricing set forth in Exhibit B a not to exceed amount of seven million three hundred and one thousand four hundred and two dollars ($7,301,402.00), (hereinafter the "Contract Price"). Subject to the availability of lawfully appropriated funds and the scope of services performed under this agreement.

5.1.2 Unit prices included in the Contract Price are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the completion of the Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

5.1.3 The Contract Price shall remain firm throughout the Contract Term.

### 5.2 Progress Payments

5.2.1 Prior to Consultant's submittal of the initial Application for Payment, Consultant shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article XII. The County will not make any payment to Consultant until Consultant has complied with this requirement.

5.2.2 On or before the tenth (10th) day of each calendar month, Consultant shall submit an Application for Payment to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Services completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Services is as represented in the Application for Payment and thereafter

confirm to the County the amount properly owing to Consultant. Upon receipt by the County of the County Representative's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Consultant to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

5.2.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Consultant and the County Representative, Consultant may demand in writing a meeting with and review by the County's Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Consultant's written demand. The Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

## 5.3 Application for Payment

5.3.1 Consultant may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed. Each Application for Payment shall clearly include:

a) The Contract Number.
b) A unique Application for Payment number.
c) Consultant's legal name and address.
d) Taxpayer identification number (Consultant's federal employer identification number).
e) Brief description of the completed Services, in accordance with Consultant's Schedule of Values.
f) The original Contract Price including approved Change Order amounts; and,
g) Preferred remittance address, if different from the mailing address.

5.3.2 The County may require any other commercially reasonable information from Consultant that the County deems necessary to verify Consultant's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Consultant's payment requests.

5.3.3 Each Application for Payment shall be signed by Consultant and shall constitute Consultant's representation that the Services have been performed for which payment is requested, that the Services has been properly installed or performed in full accordance with this Contract, and that Consultant knows of no reason why payment should not be made as requested. Consultant's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

5.3.4 Consultant must remit undisputed payment due for labor, services, or materials furnished by Sub-Contractor and suppliers hired by Consultant, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Consultant's Sub-Contractor or suppliers without advance notice to or consent of Consultant. If joint checks are issued following claims by Consultant's Sub-Contractor or suppliers, the County shall be entitled to an administrative fee of $50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Sub-Contractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Consultant. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

5.3.5 No progress payment shall be interpreted to constitute approval or acceptance of any Services under this Contract, nor be considered a waiver by Consultant of any of the terms of this Contract.

5.3.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Consultant if the necessary appropriation is not made.

## 5.4 Withheld Payment

5.4.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, if:

a) Any Claims are made against Consultant by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim.
b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Consultants Indemnification obligations under Section 11.2 below.
c) Consultant fails to pay Sub-Contractor or others in full and on-time for undisputed amounts that are due.
d) Consultant fails to submit schedules, reports, or other information required under the Contract.
e) Consultant fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time.
f) Consultant persistently fails to fully and timely perform the Work in accordance with the Contract Documents.
g) Defective or nonconforming Work is not remedied; or
h) Consultant is in default of any other representation, warranty, covenant or performance obligation of this Contract.

5.4.2 If Claims or liens filed against Consultant or property of the County connected with performance under this Contract are not promptly removed by Consultant after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Consultant. If the amount of such withheld payments or other monies due Consultant under the Contract is insufficient to meet such cost, or if any Claim or lien against Consultant is discharged by the County after final payment is made, Consultant and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

## 5.5 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 6.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

## 5.6 Availability of Funds

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

# ARTICLE VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

## 6.1 Ownership of Work Product

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

6.1.2 The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides

under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

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

### 6.2 Confidentiality

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

## ARTICLE VII AUTHORIZED REPRESENTATIVE AND PERSONNEL

### 7.1 Authorized Representative

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

### 7.2 Personnel

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

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

### 7.3 Project Manager Responsibilities

7.3.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VII.

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

7.3.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Consultant. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Consultant.

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

7.3.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Consultant's expense.

7.3.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Consultant's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

7.3.7 The Project Manager shall, upon written request from Consultant, conduct inspections to determine the date of Final Completion, shall receive and forward to the County for the County's review and records, and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

7.3.8 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

## ARTICLE VIII SUB-CONTRACTORS

### 8.1 Sub-Contractors

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

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

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

## ARTICLE IX CHANGES IN THE SERVICES

### 9.1 Changes in the Services

9.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

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

## ARTICLE X DISPUTES AND TERMINATION

### 10.1 Disputes

9.1.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Consultant and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a

request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives of the Consultant and County, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

10.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Utility Department.

10.1.1.2 The Senior Representative for the Consultant shall be the supervisor of the Project Manager, or a principal of the Consultant.

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

10.1.3 Prior to filing a Contract Claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Consultant is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

a) The name and address of the Consultant and any legal counsel; and
b) The Consultant address to which the County's rendered decisions shall be sent; and
c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the Claim; and
d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Consultant deems applicable to the Claim.

10.1.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

10.1.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Consultant at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

10.1.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Consultant takes legal action in a court of competent jurisdiction.

**10.2 Termination**

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

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

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

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

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

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

10.2.6 The rights and remedies of the County provided in this Article X are in addition to any other rights and remedies provided by law or under this Agreement.

## ARTICLE XI WARRANTY, INDEMNITY, AND INFRINGEMENT

### 11.1 Warranty of Performance

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

11.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement in accordance with the standard of care set forth in 4.1.3, above, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

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

11.1.4 Consultant covenants that the Work Product, as defined in Article VI herein, will be sufficiently complete, coordinated, and consistent to allow construction of the Project as described in Consultant's scope of services, without the need for Change Orders arising from incomplete or missing design information not attributable to County-directed

changes, differing site conditions, or matters outside Consultant's control. Any Change Order required to complete the design per the Contract Documents shall be performed by Consultant at no additional cost to the County.

## 11.2 Indemnity

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

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

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

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

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

## 11.3 Infringement

Consultant shall not infringe upon any patents, trademarks or copyrights ("Intellectual Property") in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant's obligations under the Indemnity provisions in Section 11.2 above, Consultant shall, at the sole discretion of County and at Consultant's sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

# ARTICLE XII INSURANCE

## 12.1 Consultant's Insurance Requirements

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

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

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

## 12.2 Additional Insured Endorsements and Certificate Holder

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

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Purchasing

## 12.3 Workers Compensation

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

## 12.4 Commercial General Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of $2,000,000 per occurrence, $4,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such Services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

## 12.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

## 12.6 Professional Liability

12.6.1 Consultant shall procure and maintain, Professional Liability or Errors and Omissions Insurance with minimum limits of $5,000,000 per claim and $5,000,000 in the aggregate, with three (3)-year tail coverage starting upon completion of all Services, as determined by the County. In the alternative, Consultant shall maintain its professional liability coverage with the limits herein for three (3) years post-completion of the Services. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

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

## 12.7 Other Requirements

12.7.1 The required insurance limits identified in Sections 12.4 and 12.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy with a minimum limit of $5,000,000.00 in the aggregate. Consultant shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subcontractor certificates of insurance.

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

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

# ARTICLE XIII GENERAL CONSIDERATIONS

## 13.1 Independent Contractor

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

## 13.2 Taxes

13.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 11.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

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

## 13.3 Publicity and Advertising

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

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

## 13.4 Examination of Consultant's Records

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

## 13.5 Governing Law & Venue

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

## 13.6 Arbitration

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

## 13.7 Assignment and Arrears

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

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

## 13.8 Severability

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

## 13.9 Section Headings

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

## 13.10 Disclaimer of Third-Party Beneficiaries

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

## 13.11 No Waiver; Course of Dealing

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

## 13.12 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida

Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

### 13.13 Conflict of Interest

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

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

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

### 13.14 Execution in Counterparts

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

### 13.15 Entire Agreement

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

### 13.16 Modifications, Amendments, Waivers and Extensions

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

### 13.17 Survival

The provisions of the Contract Documents which by their nature survive termination of this Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant’s books and records, shall in all cases survive the expiration or earlier termination of this Agreement. The obligations set forth in Sections 4.1 and 12.1 herein shall survive completion of Services, termination of this Contract, and final payment, and shall remain in effect for the duration of the applicable statute of repose or statute of limitations under Applicable Laws.

### 13.18 Convicted and Discriminatory Vendor Lists

Consultant warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory

vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

### 13.19 Scrutinized Companies Lists

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

### 13.20 Anti-Bribery

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

### 13.21 Compliance with Florida Statute 287.138

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

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

### 13.22 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, Contractor and all subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

1. Contractor shall require each subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.

2. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

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

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

### 13.23 Nondiscrimination

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

### 13.24 Drug Free Workplace

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

### 13.25 Public Records

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

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

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

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and

(4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

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

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

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

### 13.26 Enforcement Costs

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

## 13.27 Contingency Fee

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

## 13.28 Written Notice

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

i. Hand delivered to Consultant's designated Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

ii. Delivered by U.S. Mail, commercial express carrier (postage prepaid, delivery receipt requested), or electronic mail to the following addresses:

St. Johns County
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Jaime Locklear
Email Address: jlocklear@sjcfl.us

CDM Smith Inc.
4651 Salisbury Road, Suite 420
Jacksonville, FL 32256
Attn: Leslie Samel
Email Address: samells@cdmsmith.com

*With a copy to:*

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

CDM Smith Inc.
Office of General Counsel
75 State Street
Boston, MA 02109
Attn: Christopher Karparthy
karpathycj@cdmsmith.com

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee.

## 13.29 Non-Exclusive Right

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

## 13.30 Truth-In-Negotiation Representation

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

**********

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

| **County** | **Consultant** |
|---|---|
| **St. Johns County** (Seal)<br>(Typed Name) | **CDM Smith Inc.** (Seal)<br>(Typed Name) |
| By: _____<br>(Signature of Authorized Representative) | By: _____<br>(Signature of Authorized Representative) |
| Jaime Locklear<br>(Printed Name) | _____<br>(Printed Name) |
| Purchasing Director<br>(Title) | _____<br>(Title) |
| _____<br>(Date of Execution) | _____<br>(Date of Execution) |

**Legally Sufficient:**

_____
(Office of County Attorney)

_____
(Date of Execution)

## CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

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

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

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

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

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

_____

_____

_____

Signed this __day of _____, 20__

_____
Consultant Name

By: _____
Signature

_____
Printed Name

_____
Title

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

# PROJECT SCOPE OF SERVICES
# NORTHWEST WATER RECLAMATION FACILITY EXPANSION

**NORTHWEST WATER RECLAMATION FACILITY EXPANSION, ST. AUGUSTINE, FLORIDA**

## Project Description

CDM Smith Inc. (CONSULTANT) will perform the design, permitting, surveying, and geotechnical services, Construction Management At-Risk (CMAR) advisory and support, and construction phase services for the Northwest Water Reclamation Facility (WRF) expansion. The minimum permitted treatment capacity for this expansion will be determined but will be at least 6.5 million gallons per day (MGD). The construction will be implemented using a CMAR methodology. It's the intent of the St. Johns County Utility Department (OWNER) to have selected the CMAR and have under contract by the end of the evaluations phase period.

## PART A – DESIGN GUIDELINES

### 1. General

**1.1 Design Capacity**: The St. Johns County Northwest area is currently served by the Northwest WRF. The Northwest service area is projected to experience growth beyond the current treatment capacity of the existing facilities in 2031. The SR16 Wastewater Treatment Plant (WWTP) collection system is interconnected with the Northwest WRF through a closed valve. The two reclaimed water systems are also interconnected. The current design capacities and treated flow rates for the existing wastewater treatment plants are presented in Table 1 and the projected design capacities and treated finished wastewater flows are shown in Table 2. Data provided by the County will be relied upon for finalizing the design criteria. Additional sampling, population projections, and verification of demands are not being completed as part of the project for independent verification.

**Table 1: Current Permit Capacity and Flows**

| Facility | Permit Capacity (AADF) (MGD) | 2025 Average Annual Flow (MGD) | 2025 Maximum Day Flow (MGD) | 2025 Maximum Month Flow (MGD) |
|---|---|---|---|---|
| Northwest WRF* | 3.0 | 2.53 | 3.36 | 2.65 |
| SR16 WWTP | 1.0 | 0.56 | 1.12 | 0.59 |

* Northwest WRF is currently under construction and permitting expansion to 3.5 MGD capacity.

**Table 2: Projected Flows**

| Facility | Permit Capacity AADF (MGD) | 2030 AADF (MGD) | 2035 AADF (MGD) | 2040 AADF (MGD) | 2045 AADF (MGD) |
|---|---|---|---|---|---|
| Northwest WRF | 3.0 | 3.43 | 4.33 | 5.23 | 6.13 |
| SR16 WWTP | 1.0 | 0.846 | 1.10 | 1.32 | 1.46 |

**1.2 Physical, Chemical, and Biological Characteristics**: OWNER will provide sampling data (last three years) of the influent raw wastewater physical, chemical, and biological characteristics to the Northwest WRF. This data will be used in developing the basis of design for the Northwest WRF expansion along with the data used for the 2023 Rerate Study prepared by CONSULTANT. Data from 2024 is presented below. Data provided by the County will be relied upon for finalizing the design criteria. Additional sampling, population projections, and verification of demands are not being completed as part of the project for independent verification.

**Table 3: Maximum Month Mass Loadings**

| Characteristic | Max Month |
|---|---|
| CBOD5 | 261 mg/L |
| TSS | 274 mg/L |
| TKN | 68 mg/L |
| TN | 68 mg/L |
| TP | 7.8 mg/L |

**Table 4: Summary of Raw Wastewater Characteristics (Since January 2024)**

| Characteristic | 2024-Present |
|---|---|
| Average CBOD5 (mg/L) | 186 mg/L |
| Average TSS (mg/L) | 170 mg/L |
| Average Alkalinity (mg/L as CaCO3) | 68 mg/L |
| Raw Influent Average TKN | 58 mg/L |
| Raw Influent Average NH3-N | 40.2 mg/L |
| Raw Influent Average TN | 58 mg/L |

**1.3 Secondary Treatment Limits:** The facility will 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. The Northwest WRF will provide advanced wastewater treatment with high level disinfection and effluent limits of CBOD5:TSS:TN:TP of 5:5:3:1 mg/L, respectively.

**1.4 Reuse Water Discharge**: Treated effluent from the Northwest WRF will be used as reclaimed water for irrigation to serve residential communities and golf courses.

**1.5 Surface Water Discharge**: The Northwest WRF is permitted with an Apricot surface water discharge of 0.9 MGD. This surface water discharge will be increased based on the current re-rerating of the facility. It will be required as part of this design to increase the Apricot discharge as necessary to the lesser of the final treatment capacity or the limitation of the Lower St. Johns River Water Basin Management Action Plan allocation.

## 2. Treatment Process

**2.1 Pretreatment**: For the proposed expansion, the headworks will be equipped with center flow band screen (matching OWNER's other WRFs), a vortex grit removal system, and a biotrickling filter odor control system. CONSULTANT will include a cost-benefit alternatives analysis to determine headworks options – 1) new single headworks or 2) keep existing headworks and build second headworks. Additionally, headworks options should consider the in-plant pump station flow and returned activated sludge flow to be treated through the screens and downstream of the screens. A biotrickling filter odor control system will be designed to treat the odorous gases released at the headworks.

Flow splitting of the existing and new force mains will be evaluated for both options, downstream flow splitting out of one or two headworks will be incorporated into planned biological nutrient removal (BNR) basin(s) and existing basins.

COMPONENTS: The final sizing of the headworks will be determined from the alternatives analysis. The pretreatment process will include the following components:

- Headworks Structure
- Slide Gates/Weir Gates
- Channel Type Band Screen(s)
- Inclined Manual Bar Screens (Primary/ Bypass)
- Screening Compactor(s)
- Grit Removal System
- Grit Pumps
- Magnetic Flowmeter
- Flow Split Structure between the Headworks and BNR
- Automatic Composite Sampler
- Odor Control System

**2.2 Biological Treatment Process**: The treatment train will be designed as a 4-stage Bardenpho Activated Sludge process. Additional carbon in the form of glycerin (Micro C 2000TM) will be required to provide food for de-nitrification in the pre and post anoxic reactor. Alum will be utilized to achieve the required phosphorus removal. Biological treatment chemicals will be housed outside at either the existing chemical storage or expanded on the west side of the facility. After the BNR process is the secondary clarification process, return activated sludge pumps (RAS), waste activated sludge system (WAS), and scum pump station.

CONSULTANT will perform a cost-benefit alternatives analysis to evaluate the addition of hydrocyclones for selective sludge wasting. This innovative technology helps to retain denser biomass while wasting out the lighter, filamentous organisms, thus improving sludge settleability, increasing activated sludge system capacity, and increasing process resilience (nitrification, denitrification). Some benefits of disinfection may also be demonstrated depending on the level of granulation achieved. The alternatives analysis will define the cost required to incorporate hydrocyclones for sludge wasting, enumerate the activated sludge system benefits, and establish the potential negative impacts on a lighter fraction of WAS solids on the storage and dewatering systems. Since piloting is not planned, a range of potential SVI improvements will be evaluated based on CONSULTANT's experience at other facilities with hydrocyclones.

COMPONENTS: The biological treatment process will include the following components:

- Slide Gates/Weir Gates/Sluice Gates
- BNR trains consisting of:
  - Anoxic, Aerobic, Post-Anoxic and Reaeration Tanks
  - Submersible Mixers
  - Fine Bubble Diffusers
  - Internal Recycle Pumps (axial flow or dry-pit)

- Positive Displacement Blowers for Reaeration
- Common Effluent Channel and Drop Box

- Blower Building with Turbo Blowers for Aeration
- Aeration Piping and any Necessary Pipe Support System
- One Clarifier
- Dry-Pit Submersible RAS/WAS Pump Station
  - Potential Additional Component: Hydrocyclone Feed Pump Station
- Scum Pump Station
- Alum Bulk Storage and Filling Station (not covered; open to environment as currently installed)
- Micro C 2000TM Bulk Storage and Filling Station (not covered; open to environment as currently installed)
- Prefabricated Enclosures to house Chemical Feed Pumps

**2.3 Tertiary Filtration**: The tertiary filtration system was recently upgraded at the Northwest WRF with design and construction phase services completed by the CONSULTANT. The tertiary filtration system will be mirrored, and one or two additional filters. Tertiary filtration will be achieved with a cloth media disk filtration for removal of suspended solids to a level of 5 mg/L or less. Filtrate from the basins will flow by gravity to the subsequent disinfection basins. The filtration system will be designed around the Aqua Aerobics system; others may be considered as or equals during the design efforts. A connection to the off-spec pond/or reject tank will be provided.

COMPONENTS: The filtration system will include the following components:

- Cloth Media Disk Filtration
- Access Walkway between the New Filters
- Incorporation of a New Reject System for the Four Filters
- Canopy System Covering the Filters

**2.4 Disinfection Process**: The disinfection process design will be based on using ultraviolet light (UV) disinfection. From the UV disinfection process, the treated effluent will be pumped to the existing prestressed concrete ground storage tanks (GSTs). CONSULTANT will design a new effluent transfer pump station (vertical turbine pumps) that will pump to GST No. 1 and GST No. 2 and future planned GST No. 3. CONSULTANT will assist OWNER in the selection of a UV disinfection system based on the current systems available by completing a present worth cost evaluation to compare UV system alternatives.

COMPONENTS: The UV disinfection system will include the following components:

- Influent magnetic flow meter(s) downstream of the tertiary filters
- UV basin with canopy, lift system, gates, and weirs
- High-Level UV system

- Pumped transfer to GST(s) and pumped transfer to the reject GST

## 3. Storage Facilities

**3.1 Off-Spec Storage System**: The Northwest WRF has an existing 3 MGD off-spec lined pond for reject flows generated. FDEP regulations require a minimum of 1-day storage on an average daily flow basis. Off-spec storage will need to be increased to match the permitted ADF and plans for future expansion should it be needed for flows anticipated. The OWNER's intent is to keep the off-spec pond and add a 4 to 5 MG above ground GST for storage. Reject flows from the filters and UV would be pumped to the new tank and flows transferred to the headworks from the tank or gravity flow into the off-spec pond.

COMPONENTS: The off-spec storage system will include the following components:

- Use of the existing 3 MG off-spec pond with a new GST
- Reject pumps located at the UV disinfection system
- Pumps and/or valving to divert reject storage to the existing pond and/or headworks

**3.2 Reclaimed Water Pumping, Storage and Distribution System**: Reclaimed effluent will be transferred from the UV effluent transfer pumps to one of two existing GSTs where it will be stored for distribution to customers or disposed of to the back-up surface water discharge point through the cascade tray aerator from GST No. 1. A new vertical turbine can pump station is under construction and will be expanded as part of this expansion. Three new pumps and variable frequency drives (VFDs) will be added. A new discharge flow meter and pad are planned for a parallel reclaimed water main. A third GST is planned but most likely will not be constructed as part of this expansion unless funds become available. Planning efforts for the tank will be conceptualized and planned.

COMPONENTS:

- Add three new reclaimed water pumps and VFDs
- New parallel magnetic flow meter

**3.3 On-Site Reclaimed Water Storage and Distribution System**: An on-site reclaimed water storage and distribution system will be expanded to provide plant process water. A hydropneumatic tank will be included in the design between the reclaimed water on-site pumps and the site distribution system to maintain pressure in the reclaimed water distribution system. The hydropneumatic tank will provide pressure required by the plant process components or individual booster pumps will be added to the individual process components where necessary. A sodium hypochlorite system will be included for on-site reuse.

COMPONENTS:

- On-site Reuse Pump Station
- Hydropneumatic Tank with enclosed air compressor
- Flow meter
- Sodium Hypochlorite storage, metering, and injection system for on-site reuse system

**3.4 In-Plant Pump Station**: The CONSULTANT will evaluate the sizing of the existing in-plant pump station with the anticipated improvements and future build-out for the feasibility of upgrading the

existing station and to return the plant drain system to the head of the plant. The existing in-plant pump station is a submersible pump station.

COMPONENTS: The in-plant pump station will have the following components:

- Replacing existing pumps and piping with new larger sized equipment
- New above grade piping and valves

## 4. Biosolids Treatment

**4.1 General**: The existing biosolids treatment process will be expanded to handle the anticipated solids generated through the increased flow.

**4.2 Biosolids Treatment**: Waste activated sludge will be pumped from the clarifiers to the sludge holding tank(s). A second sludge holding tank will be added including coarse bubble air diffusers and air supplied by displacement blowers. The sludge holding tank will also be used for flow and solids equalization. The sludge holding tank will be designed with a valved decant system similar to the system located at the OWNER's Anastasia Island wastewater treatment plant (WWTP) and dedicated pump out connections. The solids will be pumped to a 3-belt filter press or another dewatering method (to be determined as part of the evaluations phase). A new polymer feed and storage system will be provided. Dewatered cake will be conveyed on a new conveyor to the truck loading pad.

COMPONENTS: The biosolids treatment system will include the following components:

- Sludge storage tank with coarse bubble diffusers
- Positive displacement blowers
- Dewatering System Feed Pump
- Magnetic Flow Meter
- 3-Belt Filter Press or Fan Press
- Polymer and Feed System
- Belt Conveyor
- Dewatering Building Modifications and Building Extension by Canopy
- Extended Truck Loading Station
- Climate Controlled Room for Control Panel(s)

## 5. Electrical System

**5.1 General**: GENERAL: Electrical service to the existing facilities is provided by FPL at 480V, 3 phase from a 1500KVA pad mounted transformer. Standby power to the existing facilities is provided at 480V, 3 phase from a 1500KW standby generator. Redundant power distribution to the existing facilities is provided by a 2500A Main-Tie-Main automatic transfer switchgear located in the main electrical building. The switch gear automatically starts and transfers power to the standby generator anytime normal utility power is lost. An electrical load analysis will be required to evaluate the available capacity of the existing electrical service, standby generator, and power distribution switchgear. Design level of effort does not include any new standby power or modifications of existing generator. Historical load data together with projected load additions and modifications will be utilized to complete the electrical

load analysis. New motor control centers, and modifications to existing motor control centers will provide power to all process related equipment. Electrical design will be performed by a SUBCONSULTANT.

COMPONENTS: The electrical system will include the following components:

- Power distribution switchgear and motor control center modifications
- New motor controls centers with redundant power distribution
- VFDs with active front end technology for harmonic mitigation
- Surge protection devices for all power distribution equipment
- Grounding and lightning protection system with UL Master Label for all buildings
- Power monitoring on each redundant motor control center
- Electrical manholes without sump pumps

## 6. Instrumentation and Control System

**6.1 General**: The instrumentation and control system will consist of field mounted measurement control devices hardwired to a central instrumentation control panel. The plant equipment will be monitored and controlled both locally and remotely from the Supervisory Control and Data Acquisition (SCADA) system. The SCADA system will consist of a remote telemetry unit (RTU) and an operator human machine interface (HMI) computer workstation. Remote instrumentation and control panel will be provided in the administration building. Considerations for alternatives to Motorola PLCs will be given as part of the preliminary design phase.

COMPONENTS: The instrumentation and control system will include the following components:

- Central instrumentation and control panel located in the electrical room
- Local (electrical room) and remote (administration building) SCADA system
- HMI in the control room based on OWNER standard Motorola telemetry equipment
- All pumping sequences will follow Last In First Out logic
- All field instruments to support plant operation

## 7. Buildings

**7.1 Process Related Building**: The process related buildings will include a new Electrical/Blower Building. The building will match the general sizing and construction methods of the existing blower/electrical building. Minor modifications are anticipated to existing Main Electrical Building and existing Electrical/Blower Building to accommodate new equipment and piping penetrations.

**7.2 Dewatering Building**: The dewatering building will be modified to include removal of several portions of the wall to create a more open atmosphere and an extension for a new dewatering unit. A room for the electrical components including the control panel will be built with a window to view operations.

## 8. Civil Site Work

**8.1** **Yard Piping**: CONSULTANT will design process piping and drains. No new piping off-site is anticipated. A new reclaimed water main will be provided within the property boundary with valve for connection to future main. Existing site potable water and onsite reclaimed water mains are assumed to be sized for expansion capabilities and new piping is not anticipated.

**8.2** **Landscaping and Irrigation**: The landscaping will be designed in compliance with the St. Johns County buffer, landscape and tree ordinance requirements. Buffer areas or portions where natural vegetation provides adequate visual screen will remain natural and undisturbed by clearing or construction activity. Where natural vegetation is inadequate, supplemental plantings will be selected for natural survival expectancy and the ability to meet requirements. On-site irrigation will be provided by the on-site reclaimed water distribution system to support the landscaping and grassed areas throughout the site. Landscaping design will be performed by a Subconsultant.

**8.3** **Site Work**: The civil site work includes upgrading the existing on-site stormwater management system, including swales, stormwater pond, control structures, conveyance piping, and drainage structures, as necessary to comply with applicable FDEP and SJRWMD ERP requirements, including Applicant's Handbook Volume I and applicable provisions of Applicant's Handbook Volume II.

## 9. Demolition of Existing Northwest WRF

**9.1** CONSULTANT will provide demolition plan view drawings of the following:

- Existing headworks and all associated piping concrete etc. (if removed)
- Tertiary filters No. 1 and 2 and all associated piping concrete etc.
- UV disinfection system, canopy, concrete and associated transfer pump station, piping etc.
- Decommissioned reclaimed water pump station (horizontal split case) including all associated piping, concrete, and valves etc.
- Biosolids dewatering building selected demolition plan
- Miscellaneous electrical demolition

# PART B – DESCRIPTION OF TASKS

The tasks and subtasks contained herein further detail the specific services to be provided as part of this Agreement. An aerial overview of intended expansion site plan is provided in **Exhibit A,** and a proposed sheet list is provided in **Exhibit B.**

## Task 1 - Project Management and Major Meetings

**General**: Project management is a critical activity in the execution of this project; the project will require consistent and constant project planning and management and close collaboration with the OWNER and CMAR team. In order for this project to be successfully completed in a timely manner and to the satisfaction of OWNER, the following project management items are included in the scope of work for this project.

### Subtask 1.1 –Project Management Plan and Schedule

The CONSULTANT will prepare a Project Management Plan (PMP) which includes team member identification and contact information, roles and responsibilities of the team members, management

activities that confirm compliance, quality assurance/quality control (QA/QC) plan, key deliverables, schedule, risk, and budget requirements. The project schedule will include each task with subtasks, milestones, critical path designation, and a schedule for key progress meetings. Monthly project management including scheduling, preparation of invoicing, and status updates are included for a total of 15 months in design and 30 months in construction and 2 months of close out.

**Subtask 1.2 – Kickoff Workshop**

The CONSULTANT will schedule and conduct a kick-off workshop with OWNER. The workshop will be attended in-person by the project manager, two process engineers, electrical engineer, and two local project engineers who will be directly involved with the design. The meeting is assumed at (4) hours. At the kick-off workshop, the CONSULTANT will be prepared to review the scope of the project, provide an initial project schedule, and confirm deliverables. The CONSULTANT is responsible for organizing this workshop including preparing agenda, compiling meeting minutes and distributing the minutes to the attendees.

**Subtask 1.3 – Evaluations Workshops**

The CONSULTANT will schedule and facilitate three evaluations workshops with OWNER staff to discuss results and feedback on the following:

- Headworks, BNR, and secondary clarification
- UV disinfection, transfer pumping, and reject storage
- Biosolids storage and dewatering

Each workshop will be attended in-person by project manager, two process engineers, electrical engineer, and one other local project engineer who was directly involved with the design. Each workshop is assumed at four (4) hours. The CONSULTANT is responsible for organizing these workshops including preparing agenda, compiling meeting minutes and distributing the minutes to the attendees.

**Subtask 1.4 – Draft Preliminary Design Report Workshop**

The CONSULTANT will schedule and facilitate a meeting with OWNER staff after the Draft Preliminary Design Report (PDR) has been submitted to discuss key issues and review project progress. The meeting will be attended in-person by the project manager, two process engineers, electrical engineer, and two other local project engineers who are directly involved with the design. The workshop is assumed at six (6) hours, lunch included. The CONSULTANT is responsible for organizing the workshop including preparing agenda, compiling meeting minutes and distributing the minutes to the attendees.

**Subtask 1.5 – CMAR Kickoff Workshop**

The construction will be completed using the CMAR delivery method. CONSULTANT will schedule and facilitate a kickoff meeting with OWNER and the CMAR once on board to discuss the status of the project, and review goals and expectations of the collective team. The meeting will be attended in-person by the project manager and two other CONSULTANT team members. The workshop is assumed at two (2) hours.

**Subtask 1.6 – Additional Meetings and Workshops**

The CONSULTANT will schedule and facilitate up to 19 additional meetings/workshops with OWNER staff, including Engineering and Operations, to discuss existing and future operational needs. The meetings will cover the following design phase milestones:

- Design criteria (flow and influent characteristics) – 1 hour
- Budget alignment and prioritization (conclusion of evaluations phase) – 3 hours
- Site visit to fan press installation (2-day event; CONSULTANT PM and local engineer)
- 30% coordination progress meeting – 2 hours
- Electrical and instrumentation design criteria – 2 hours
- Maintenance of plant operations (MOPO) and sequencing (prior to 60%) – 3 hours
- 60% completion of design – 6 hours
- 90% completion of design – 6 hours
- MOPO and sequencing (after 90%) – 2 hours
- Monthly management meeting to review project status, critical decisions needed, and tracking of action items (10) – 1 hour each

Additional short meetings may be held by TEAMS conference call to discuss specific issues that need resolution.

## Task 2 – Geotechnical Investigations

**General**: CONSULTANT will perform the geotechnical investigations for standard penetration tests (SPT) soil borings noted below, field permeability test, and test pits through a local geotechnical firm (Geotechnical Subcontractor) who has a geotechnical engineer licensed in the State of Florida.

LIST OF BORINGS - The following borings and tests will be required to design the foundations of the new proposed structures:

| Structure | Test No. & Type | Test Depth (ft below ground surface) |
|---|---|---|
| Consolidated Headworks | 2 SPT | 25 |
| Odor Control | 1 SPT | 40 |
| BNR (Train 3) | 4 SPT | (2 in center) at 65<br>(2 on ends) at 35 |
| New Blower/Electrical Building | 1 SPT | 25 |
| Secondary Clarifier | 5 SPT | (1 in center) at 100<br>(4 on perimeter) at 50 |
| UV Structure | 2 SPT | 25 |
| Sludge Holding Tank | 3 SPT | (1 in center) at 75<br>(2 on perimeter) at 40 |
| Stormwater Pond | 2 SPT<br>2 Field Permeability | 20<br>6-8 |
| Chemical Storage and Pads | 2 SPT | 25 |
| Dewatering Building Expansion | 1 SPT | 25 |
| Miscellaneous | 4 SPT<br>3 Test Pits | 20<br>8-10 |
| Reject Storage Tank | 5 SPT | (1 in center) at 150<br>(4 on perimeter) at 75 |

| Structure | Test No. & Type | Test Depth (ft below ground surface) |
|---|---|---|
| BNR (Train 4) | 4 SPT | (2 in center) at 65<br>(2 on ends) at 35 |
| Reuse Storage Tank | 5 SPT | (1 in center) at 150<br>(4 on perimeter) at 75 |

**Subtask 2.1**

Subconsultant will perform the geotechnical investigations for the soil borings, test pits, and permeability tests through a Geotechnical Subcontractor. The geotechnical engineering services associated with the proposed improvements include the following scope of work:

- Arrange for an exploration program that will include borings, piezocone soundings and test trenches. The work will be subcontracted to a local geotechnical firm.
- A representative from the CONSULTANT geotechnical group, in association with a plant representative knowledgeable of underground pipes will field locate the borings prior to drilling, provide field monitoring of the test borings, drilling and sampling methods can be modified to meet the actual conditions encountered in the field.
- The Geotechnical Subcontractor will make analyses related to the geotechnical engineering aspects of foundation design and construction and prepare a report which will include the following items as applicable to the project and site:
  - Soil Boring, piezocone, and test pit logs indicating soil and groundwater conditions.
  - Test boring location plan.
  - Results of laboratory tests.
  - Recommended foundation type with foundation design criteria including allowable bearing capacity, foundation depth, lateral earth pressures and other information required for final design and preparation of contract drawings and specifications.
  - Recommended treatment of ground floor slab, whether slab-on-grade or structural slab. Requirements for foundation and floor drainage, or waterproofing.
  - Settlement estimates for structural elements at design loading.
  - Reuse of on-site materials as fill or backfill and other special construction considerations related to soils and foundation construction. Additionally, classification with regards to the AASHTO classification will also be conducted on the soils around the off-spec pond area to determine its suitability to use a fill material.
  - Provide pipeline bedding and compaction recommendations

**Subtask 2.2**

Design aspects of construction related to soils and foundations including excavation and filling, protection of adjacent structures and utilities, excavation support, dewatering, and special requirements

for protecting strength of undisturbed soils at foundation elevation will be provided by CONSULTANT based on a review of the geotechnical exploration work.

## Task 3 – Survey

**Subtask 3.1**

CONSULTANT will coordinate with a professional surveying subcontractor to complete the required tree survey to comply with the Development Review Committee requirements and locate the soil borings completed by the Geotechnical Subcontractor on the existing site survey.

- New topographical survey of the entire site (approximately 29 acres not including the wetlands) and 100 feet beyond the boundary lines where possible. Survey will utilize GPS and total station surveying.
- Locate existing aboveground infrastructure (i.e. pavement, curbs, sidewalks, landscaping, lights, driveways, signs, etc.)
- Subsurface utility engineering (SUE) Level B, including an anticipating 30 soft digs.
- Drainage/sanitary structures: top of structure, invert of structure, invert of all piping into/out of structure, etc.
- Locate corners of concrete pads. Survey top of slab of all concrete pads.
- Locate corners of structures. Survey top of concrete for all structures.
- Survey weir elevations.
- Top of pipe elevations for piping above grade.
- Edge of driveway elevations.
- Fence line locations and elevations.
- Tree survey per St. Johns County standards.
- Locate soil borings

## Task 4 – Evaluations Phase

During the evaluations phase, CONSULTANT will perform an evaluation of the unit processes listed below to determine design criteria, phasing, costs, and non-cost considerations for recommendations on the expansion plan. Since the expansion capacity is not defined the evaluation phase will look at the concept plan at three different flow rates (to be determined by OWNER): 6.5 MGD, 7.0 MGD, and 7.5 MGD.

**Subtask 4.1**

CONSULTANT will prepare a brief technical memorandum (TM) summarizing the Northwest WRF's past flow and influent concentrations. TM will also re-establish peaking factors as defined in the 2023 Rerate Study performed by CONSULTANT. Approximately three additional years of data are expected to be added to the dataset utilized during the rerate process. The OWNER will provide growth projections for the Northwest WRF over the planning period for consideration. Data provided by the County will be relied upon for finalizing the design criteria and sampling, population projections, and verification of demands are not being completed as part of this task for independent verification.

**Subtask 4.2**

CONSULTANT will prepare a baseline estimate for use to incorporate the evaluations below and present an estimated opinion of probable construction cost (OPCC) for expansion options (up to 3 options with costs presented). CONSULTANT will provide cost comparisons for each option. Detailed life cycle cost analyses are not included. CONSULTANT understands the importance of cost considerations and in defining an expansion plan that aligns with their budgetary constraints.

- CONSULTANT will engage senior technical experts to review each TM prior to distribution to the OWNER.

**Subtask 4.3 – Headworks Evaluation**

CONSULTANT will evaluate the headworks treatment process for development of an expansion plan. The evaluations effort will determine the design criteria, sizing, and major components used during the final design efforts. Headworks evaluation will include the following concepts:

Expansion of the existing headworks structure for future peak build-out condition(s).

Abandon the existing headworks structure and construct a new headworks for future peak build-out conditions.

Construct a smaller separate headworks structure to operate in parallel with the existing headworks.

- All headworks options will be based on the use of a 6 mm center flow band screen and vortex type grit removal systems as installed at the Players Club and SR 207 WRFs. An evaluation of other headworks technologies is not included.
- The headworks evaluation will outline the equipment design criteria, a conceptual layout of equipment and orientation on the site plan, considerations for O&M, MOPO considerations, and cost comparison of each of the three options.
- Flow splitting into the headworks and into the existing and new BNR tanks will be outlined.
- The results of the evaluation will be summarized in a Headworks TM and presented to the OWNER for review. A review meeting will be held as defined in Subtask 1.3.

**Subtask 4.4 – BNR Evaluation**

CONSULTANT will evaluate the BNR treatment process for development of an expansion plan. The evaluation effort will determine the design criteria, sizing, and major components used during the final design efforts. BNR evaluation will include the following concepts:

- Expansion of the BNR system for construction initially of only a portion of the required BNR capacity needed.
- Feasibility of expansion of the existing Blower Building and piping for expansion. In this concept, it is recognized that in the future a new Blower Building will be required.
- Structural considerations for future common wall construction of the BNR structure will be discussed.
- Evaluation of the secondary clarifier sizing.
- Prior to beginning the BNR evaluation, the team will develop a list of process control parameters that will be used for the evaluation including design SRT, MLSS concentration, SVI, and flow.

Sizing of BNR capacities using varying conditions for above will be developed and the OWNER will select two different options as the basis for the evaluation.

- The CONSULTANT will provide an evaluation of hydrocyclone to further assist in performance and reliability of the process. CONSULTANT will work with the vendor for a budgetary proposal of the hydrocycylone, conceptual layout, and equipment costs.
- CONSULTANT will provide the anticipated cost difference for installation of a 75-feet versus a 105-feet diameter clarifier including clarifier mechanism and cost of the structure.
- The BNR evaluation will outline the design criteria of equipment, a general conceptual layout of equipment and orientation on the site plan, considerations for operations and maintenance (O&M), MOPO considerations, and cost comparison of each option.
- Site layouts will be provided showing the BNR and clarifier sizing. Input on access and future construction activities will be provided for options.
- The results of the evaluation will be summarized in a BNR TM and presented to the OWNER for review. A review meeting will be held as defined in Subtask 1.3.

**Subtask 4.5 – UV Pumping and Reject Storage Evaluation**

CONSULTANT will evaluate the UV treatment process, reclaimed water transfer and reject pumping and storage systems for development of an expansion plan. The evaluation effort will determine the design criteria, sizing, and major components used during the final design efforts. The UV evaluation will include the following concepts:

- Abandon the existing UV system and construct a new UV system for future peak build-out conditions.
- Construct a smaller UV structure to operate in parallel with the existing UV system – assumes existing Ozonia system (no others considered)
- An evaluation of three UV technologies that can fit within the existing hydraulic profile will be provided.
- The CONSULTANT will provide an overview of the necessary reclaimed water transfer pumping station needs and design basis considerations for each option.
- The CONSULTANT will provide an evaluation of the reject pumping, backup power, and storage considerations required to expand the reject storage from lined ponds to reject tanks.
- The results of the evaluation will be summarized in a UV, Pumping and Reject TM and presented to the OWNER for review. A review meeting will be held as defined in Subtask 1.3.

**Subtask 4.6 – Biosolids Dewatering and Storage**

CONSULTANT will evaluate the biosolids dewatering process for development of an expansion plan. The evaluations effort will determine the design criteria, sizing, and major components used during the final design efforts. The solids dewatering evaluation will include the following concepts:

- Expansion of the existing dewatering building using a fan press.

- Expansion of the existing dewatering building using another 3-belt belt press.
- An evaluation of the fan press technology will be performed, along with a site visit to a panhandle Florida installation by the OWNER and CONSULTANT team. The OWNER will be responsible for their travel costs.
- CONSULTANT will provide an overview of the anticipated building modifications including a new canopy and small room for controls/electrical and costs for each option. All options involve reuse/modification of the existing building; a new building is not included as part of the evaluation or design efforts.
- The results of the evaluation will be summarized in a Biosolids Dewatering TM and presented to the OWNER for review. A review meeting will be held as defined in Subtask 1.3.

**Subtask 4.7**

The evaluations phase is broken into four distinct process areas for consideration. Although they are being treated as independent evaluations, in many ways they are dependent on each other and the results of each will be combined with the remaining anticipated plant upgrades for an overall expansion recommendation. This task will combine all the evaluations along with assumed layouts for the other processes into a site plan and implementation plan for review prior to moving into the 30 percent design phase. A meeting to discuss and develop the final recommended plan is outlined in Paragraph 1.6.

## Task 5 – Preliminary Design Report

**Subtask 5.1**

The PDR will be prepared in a format and content to support project design activities for the project. The content of the PDR will include any additional information required to address FDEP requirements for a PDR. The CONSULTANT will provide the following services related to the preparation of a PDR.

- Process flow diagram.
- Prepare a hydraulic profile to determine necessary piping sizes, weir elevations, and pipeline pressures. Calculations will be provided in an Appendix of the PDR.
- Prepare process design calculations using BioWin process model for 4-Stage Bardenpho treatment process. Design calculations will be completed at the design flow and at the anticipated future final build out flow. Calculations will be provided in an Appendix of the PDR.
- Summary of each unit process from headworks through the solids dewatering including component sizing, design criteria, manufacturers used for design basis, and conceptual layouts.
- Prepare hydraulic analysis for reclaimed water transfer and reject pump station design to determine the pump station sizing and conceptual layouts. Calculations will be provided in an Appendix of the PDR.
- Stormwater plan including modifications of pond and improvements required for the site.
- Establish floor plan, finished floor elevations, for structures and buildings.
- Prepare a preliminary layout (plan view and one primary section view) of equipment and structures for each individual treatment process.

- Prepare preliminary architectural plans and elevation drawings to show building/structures style and interior/exterior materials.
- Sheet S-1 providing the structural design criteria, wind loads, and pertinent structural design elements to be followed.
- Summary of HVAC design requirements and design criteria by building.
- Prepare a preliminary site layout showing approximate treatment process location, landscaping, grading, drainage (stormwater control), roadways, and demolition areas.
- Prepare yard-piping layout with elevations.
- Based upon the geotechnical report, develop design criteria for building foundations, select the structural system, and determine appropriate design codes and structural load.
- Develop process instrumentation and control diagrams (P&ID) with schematics to show recommended control and monitoring system configuration and single line electrical diagrams.
- Provide a preliminary schedule for remaining design schedule and facility construction. Facility construction schedule will be updated by the CMAR for inclusion in the PDR, if available.
- Overview of major construction constraints and primary MOPO considerations.
- Preliminary OPCC, prepared by CONSULTANT. OPCC will only be provided with the Final PDR, draft version will not include an OPCC.
- Prepare a permitting matrix and summary of any pre-application meetings and timelines for submission.
- Preliminary list of specifications.

**Subtask 5.2**

CONSULTANT will hold Technical Review Committee (TRC) meeting, for quality assurance and control, prior to transmitting documents to the OWNER. TRC meeting will be held at the 30-percent design milestone. CONSULTANT will maintain and submit to the OWNER on a periodic basis a comment and response spreadsheet that will track OWNER comments and CONSULTANTS's response and intended actions to address the comments. CONSUTLANT's Subconsultants will be integrated in the quality management process.

**Subtask 5.3**

Conduct one meeting with OWNER staff to review comments on the draft report as outlined in Paragraph 1.4.

**Subtask 5.4 - Deliverables**

CONSULTANT will deliver to OWNER the following deliverables.

- Draft PDR (3 hard copies) and a PDF version for review and comment.

- Final PDR (3 hard copies) incorporating comments from OWNER and Preliminary Site Plan review comments from DRC Pre-application Meeting. The final PDR will be signed and sealed and intended to be provided to FDEP as part of the permitting process.
- 30% OPCC.

## Task 6 – Design

CONTRACT DOCUMENT GUIDELINES: The contract documents will include detailed drawings, technical specifications, tables, charts, schedules, and other documentation as may be necessary for the project. The list of anticipated drawings to construct the Northwest WRF expansion is provided in Appendix A. As part of this scope of services, CONSULTANT will prepare drawings and technical specifications to a 100% level of completion. In the progress of this task, it is anticipated that two (2) contract document submittals will occur – at the 60% and 90% levels of document completion. Review meetings are outlined in Paragraph 1.6.

**Subtask 6.1**

At the 60% review, the 60% drawings and technical specifications will establish construction information for the following:

- Site plan finalized, including grading, paving, and stormwater improvements.
- Hydraulic profile finalized.
- All major equipment specifications by unit process with design and performance criteria established; sufficient for early release of equipment if requested by the OWNER.
- Structures identified and dimensioned to show size or capacity.
- Yard piping layouts will be established, with materials of construction specified.
- Electrical single line diagrams drawn and auxiliary power requirements determined.
- Complete P&IDs.
- Structural, HVAC, and architectural disciplines drawings and specifications.
- Final geotechnical report.

**Subtask 6.1.1**

CONSULTANT will hold Technical Review Committee (TRC) meeting, for quality assurance and control, prior to transmitting documents to the OWNER. The TRC meeting will be held at the 60-percent design milestone. CONSULTANT will maintain and submit to the OWNER on a periodic basis a comment and response spreadsheet that will track OWNER and CMAR comments and CONSULTANT's response and intended actions to address the comments. CONSUTLANT's subconsultants will be integrated in the quality management process.

**Subtask 6.2**

For the 90% review, the 90% drawings and specifications will provide updated construction information for the Northwest WRF expansion.

**Subtask 6.2.1**

CONSULTANT will perform a quality review of the 90% drawings and technical specifications prior to transmitting documents to the OWNER. The CONSULTANT will also perform a constructability review at the 90-percent design milestone. CONSULTANT will maintain and submit to the OWNER on a periodic basis a comment and response spreadsheet that will track OWNER comments and CONSULTANTS's response and intended actions to address the comments. CONSUTLANT's subconsultants will be integrated in the quality management process.

**Subtask 6.2.2**

The 90% documents will serve as the basis of the GMP prepared by the CMAR. As such after the review meeting, CONSULTANT will blue beam edits to the drawings and specifications should be included in the GMP package.

**Subtask 6.3**

For the 100% completion level, the drawings and specifications will be suitable for initiating construction activities and will incorporate permitting/regulatory comments. CONSULTANT will also provide a copy of the AutoCAD files to OWNER. For each review, CONSULTANT will document OWNER and CMAR review comments and provide a document showing the status and resolution.

**Subtask 6.3.1**

CONSULTANT will provide a summary of major changes made from the 90% to the 100% for the CMAR as documentation.

**Subtask 6.4**

A final design calculation notebook including all processes and structures will be provided to the OWNER.

**Subtask 6.5 – Deliverables**

CONSULTANT will deliver to SJCUD the following deliverables:

- 60%, and 90% level of document completion:
  - Three (3) hard copy sets of drawings on 11" x 17" sheets and specifications.
  - One PDF of the drawings and technical specifications.
- 100% levels of document completion:
  - Three (3) hard copy sets of plans on 11" x 17" sheets and specifications.
  - One (1) set of drawings on 22" x 34" sheets.
  - One PDF of the drawings and technical specifications.

## Task 7 – Permitting Services

**General**: The CONSULTANT will prepare applications for permits required and related to this Agreement. Permit-related work will include furnishing required reports, data, drawings, and other information requested; and assisting OWNER in obtaining required permit approvals. The CONSULTANT will attend one pre-application meeting for each permit (7 total) with the regulatory agency. The objective will be

to review the design and establish concurrence regarding the regulatory framework and requirements for permit application preparation, processing and review for the project. CONSULTANT will participate in the meetings and prepare meeting minutes for OWNER and the regulatory agency. CONSULTANT will also respond to one (1) Request for Additional Information (RAI) per permit application. Permit fees associated with the permits listed below will be paid by CONSULTANT through Task 10, with the exception of the Building and Electrical permits. The permits to be obtained include the following permits:

**Subtask 7.1 – FDEP Domestic Wastewater Facility Permit**

CONSULTANT will prepare the application and supporting documentation to secure the Florida Department of Environmental Protection Domestic Wastewater Facility Permit. This also includes additional coordination efforts for assistance with securing the increased allocation in the County's Apricot discharge to surface waters through meetings with FDEP and preparation of exhibits.

**Subtask 7.2 – FDEP Stormwater Pollution Prevention Plan (Construction)**

CONSULTANT will prepare the application and supporting documentation to secure the Florida Department of Environmental Protection Domestic National Pollutant Discharge Elimination System Stormwater Pollution Prevention Plan for construction activities.

**Subtask 7.3 – FDEP Stormwater Pollution Prevention Plan (Municipal Facility)**

CMAR will prepare the application and supporting documentation to secure the Florida Department of Environmental Protection Domestic National Pollutant Discharge Elimination System Stormwater Pollution Prevention Plan for municipal wastewater treatment facilities.

**Subtask 7.4 – Spill Prevention, Control and Countermeasure Plan (SPCC)**

CONSULTANT will develop an SPCC Plan for the OWNER based on the general requirements listed in 40 CFR 112.7. CONSULTANT's SPCC plan will contain facility diagram with labels indicating the location, contents, and size for fixed oil storage containers, mobile containers, underground storage tanks, transfer stations, and connecting pipes, discharge prevention measures during routine handling of products.

**Subtask 7.5 – St. Johns River Water Management District (SJRWMD) FDEP Environmental Resource Permit**

CONSULTANT will prepare the application and supporting documentation to secure the FDEP Environmental Resource Permit 40C-42 with no wetland impacts.

**Subtask 7.6 – St. Johns County Development Permit**

CONSULTANT will prepare the application and supporting documentation to submit development plans to the St. Johns County Development Review Committee.

**Subtask 7.7 – St. Johns County Building and Electrical Permits**

CONSULTANT will supply the 100 percent construction drawings to the CMAR for use of preparing the applications (applications will be prepared by the CMAR) for up to two submittals to the St. Johns County Building Department to obtain a Building and Electrical Permits. CONSULTANT will respond to questions related to the construction drawings originating from the St. Johns County Building Department to facilitate obtaining a Building and Electrical Permits. Building permit fees will be borne by the CMAR.

## Task 8 – CMAR Advisory Services

CONSULTANT will provide the CMAR with technical support through the pre-design and design phases. This task provides the scope of work for these services. CONSULTANT will hold a kickoff meeting with the CMAR upon contract execution as described in Subtask 1.5.

**Subtask 8.1 – Cost Estimating**

CMAR will be primarily responsible for the preparation of cost estimates and cost modeling during the design phase of the Project. CONSULTANT will review the cost estimates from a technical perspective confirming it is consistent with the latest version of the design and providing input on discrepancies or outliers. CONSULTANT will not be responsible for quantity takeoffs, but will focus its review on major equipment, treatment structures, and buildings. The CMAR will provide a cost estimate at 30 Percent, 60 Percent, and 90 Percent (GMP) design milestones. CONSULTANT will provide a review document with comments at each milestone for consideration by the OWNER and CMAR.

**Subtask 8.2 - Schedule**

CMAR will be responsible for the preparation of the construction schedules. CONSULTANT will review the schedule from a technical perspective and provide feedback, specifically related to constraints, MOPO, and sequencing. It is assumed that the CMAR will provide schedule updates at the 30 Percent, 60 Percent, and 90 Percent design milestones. CMAR will provide a guaranteed baseline schedule once the GMP(s) are executed. CONSULTANT will provide a review document with comments at each milestone for consideration by the OWNER and CMAR.

**Subtask 8.3 – Risk Register/MOPO Plans**

CMAR will be responsible for the preparation of the Risk Register and MOPO plans. CONSULTANT will collaborate with the CMAR on the preparation of the Risk Register and MOPO plans. CONSULTANT will collaborate with CMAR one time per design milestone (one engagement at each of the 30 Percent, 60 Percent, and 90 Percent design milestones) for Risk Register updates. CONSULTANT will collaborate with the CMAR prior to the 60 percent milestone and prior to the 90 percent milestone (two total engagements) for MOPO planning in support of GMP development. MOPO and sequencing workshops are outlined in Subtask 1.6. MOPO plans will be documented in the sequence of construction specifications.

**Subtask 8.4 – GMP Development**

CMAR will be responsible for the development of the GMP(s). This scope and fee are based on two GMP packages, 1) early pre-purchase of equipment and 2) remaining construction activities. CONSULTANT will be responsible for reviewing and responding to questions from vendors and subcontractors during the GMP pricing process for the purpose of clarifying the design intent. CONSULTANT will prepare (as determined necessary by CONSULTANT for purposes of clarifying design intent) drawing revisions, specification updates, and other documentation as part of the design clarification process. CONSULTANT may be provided with vendor documents during the bidding process (i.e. not shop drawings) from vendors for the purpose of helping the CMAR determine compliance with the intent of the Contract Documents. CONSULTANT will also provide input on recommendations for award for the specified equipment.

### Subtask 8.5 – Early Works Packages

CONSULTANT will prepare two early works packages for the CMAR in an effort to fast track start of construction for two-unit processes 1) clarifier and 2) UV disinfection system. The design efforts for this work are captured in Task 6 however; this task includes the following for each early work package:

1) Clarifiers – Development of an early works package for the third clarifier, including preparation of a separate design package with associated drawings and technical specifications. Applicable geotechnical information and other design criteria will be provided to support design development. Coordination with the CMAR will include vendor solicitation, development of GMP pricing for the early works package, and planning for an expedited start of construction activities. Services also include coordination with the selected clarifier equipment vendor to incorporate vendor requirements into the design, review of shop drawings for clarifier equipment and associated concrete work (captured under Task 9), and finalization of the design package to support early construction implementation.

2) UV disinfection system - Development of an early works package for the UV disinfection system, including preparation of a separate design package with associated drawings and technical specifications. Preparation of an evaluated bid process including cost and non-cost criteria and life cycle cost for selection of the best value UV system. Applicable geotechnical information and other design criteria will be provided to support design development. Coordination with the CMAR will include vendor solicitation, development of GMP pricing for the early works package, and planning for an expedited start of construction activities. Services also include coordination with the selected UV equipment vendor to incorporate vendor requirements into the design, review of shop drawings for UV equipment and associated concrete work (captured under Task 9), and finalization of the design package to support early construction implementation.

## Task 9 – Construction Phase Services

### Subtask 9.1 – Pre-Construction Meeting

CONSULTANT, including PM, electrical engineer, and two local engineering staff will attend and participate in a pre-construction meeting with the OWNER and CMAR. CONSULTANT will prepare meeting minutes of the pre-construction meeting and provide these minutes with the team for distribution to the attendees.

### Subtask 9.2 – Monthly Progress Meetings

CONSULTANT's project manager (PM) (or OWNER-approved substitute) and project engineer will visit the site prior to the start of each progress meeting (a total of 30 status meetings have been assumed for construction activities) to observe, the progress and the quality of the executed work of the Contractor and determine, in general, if such work is proceeding in accordance with the Contract Documents. The CONSULTANT's PM will identify errors or deficiencies in the work observed during the walk-through, during the progress meeting, and in the site trip reports. Monthly progress meetings will be run by the CONSULTANT producing agenda, logs, and meeting minutes.

### Subtask 9.3 – Weekly Tailgate Meetings

CONSULTANT's project manager (PM) (or OWNER-approved substitute) and project engineer will attend onsite weekly tailgate meetings (a total of 100 weekly meetings have been assumed for construction activities) to understand weekly activities by the CMAR and their subcontractors and understand the 6-

week look ahead. Tailgate meetings will not occur on weeks where there are monthly progress meetings. Tailgate meetings will be run by the CMAR. Meeting minutes will be prepared by the CMAR.

**Subtask 9.4 – Site Visits**

Discipline lead, or equally qualified professionals from the following disciplines will make site visits, as required, to evaluate activities related to their specific area of expertise:

- Civil (three visits),
- Electrical (will attend up to 50 weekly tailgate meetings along with all progress meetings),
- Instrumentation (three visits),
- Structural (three visits),
- Architecture (two visits),
- Process and building mechanical/HVAC/plumbing (one visit).

These site visits will be conducted to observe construction activity, evaluate conformance with the Contract Documents, and resolve design related issues with the Contractor, particularly related to equipment installation, electrical system, and control system installation and programming. Site visit reports and construction progress minutes will be produced and submitted to OWNER to document observations during the site visits and discussions/decisions occurring during the progress meetings.

**Subtask 9.5 – Shop Drawing Submittal Review**

Under this task, CONSULTANT will assist OWNER by providing review of technical documents submitted by the CMAR. The project budget includes time for up to 650 shop drawings (a total of 280 initial shop drawing reviews “A” ,270 “B” resubmittals and 100 “C” final confirmations). The basis of this submittal count is based on what is anticipated on the project and previous similar work for the OWNER. Shop drawings from the CMAR will be submitted electronically to the CONSULTANT and OWNER concurrently to facilitate review of these submittals. Shop drawing logs will be maintained by the CONSULTANT and copies will be provided to document receipt and return of the submittals.

**Subtask 9.6 – Request for Information (RFIs) and Design Clarifications**

Under this task, CONSULTANT will respond to CMAR RFIs (up to 60) related to the Contract Documents and issue up to 10 design clarifications. RFIs from the CMAR will be submitted electronically to the CONSULTANT and the OWNER concurrently to facilitate review of these RFIs. RFI and DC logs will be maintained by the CONSULTANT and provided to document receipt and return of the RFIs. Design clarification hours and estimates are intended for additional details to the existing design and are not intended to modify the design intent or address added scope by the OWNER. Should design modifications be requested by the OWNER or CMAR, CONSULTANT reserves the right for additional compensation as per Task 10.

**Subtask 9.7 – Review and Approval of Vendor Operations and Maintenance (O&M) Manuals**

CONSULTANT will review and comment on the draft vendor O&M manuals for the equipment installed. For this effort, CONSULTANT has assumed up to 100 separate manuals for various pieces of equipment, some of which could be in combination with other associated equipment. CONSULTANT will provide appropriate language within the specifications to be consistent with the referenced number of separate manuals. If individual O&M manuals are deemed acceptable by the CONSULTANT, they will be approved in writing. If CONSULTANT deems a specific O&M manual to be deficient and/or in error, CONSULTANT

will notify OWNER, in writing, as to the noted deficiencies and/or errors. This will include up to one additional resubmittal review for the final vendor O&M manuals.

**Subtask 9.8 – Start-Up and Performance Testing**

The CMAR will be responsible for arranging and conducting the startup test for all equipment and processes. CONSULTANT will assist the CMAR in review of the startup and MOPO plans through review and in meetings to help facilitate bringing each unit process online. CONSULTANT will also work with the OWNER to develop a "seeding" plan for the new BNR train through transfer of mixed liquor to the new basin. The plan will be provided to the CMAR for use in developing the overall startup plan.

CONSULTANT will also review vendors submitted test plans and test reports from the suppliers for the equipment testing and review the certified performance testing results. The witness, start-up and performance testing will be conducted by CONSULTANT's discipline engineer representatives for process mechanical, HVAC, electrical, and instrumentation.

CONSULTANT has assumed the following personnel and on-site time duration for startup/performance testing is below. Any additional efforts shall be discussed with OWNER during the services during construction phase and usage of Task 10 – Additional Engineering Services

- BNR seeding plan – estimated total of 32 hours.
- Process/Mechanical Engineers – estimated total of 180 hours (12 hours per unit process (15 processes).
- Electrical Engineer – estimated total of 120 hours.
- Instrumentation and Controls Engineer – estimated total of 120 hours (including FAT, I/O checkouts, and FDT).

**Subtask 9.9 - Substantial and Final Completion/Acceptance and FDEP Certification**

CONSULTANT will participate in two completion walk-through events and prepare a written punch list for the items remaining in the Contract for two separate substantial completions. The first walk-through will occur with OWNER staff, CONSULTANT, and the CMAR. The second walk-through will occur with OWNER, CONSULTANT, and the CMAR to check that the work has been corrected and is ready for final inspection and approval. In accordance with permit requirements, CONSULTANT will prepare the FDEP and ERP certifications of compliance, as appropriate, with the necessary attachments. OWNER will sign as OWNER and Operating Entity, if required.

If additional walkthroughs are required, CONSULTANT reserves the right to seek additional compensation.

**Subtask 9.10 – Record Drawings Preparation and Submittal**

CONSULTANT, using red-lined drawing mark-ups and certified as-built survey prepared by the CMAR, will prepare and submit to OWNER record drawing sets per OWNER Standards with the record drawing stamp.

**Subtask 9.11 – Facility O&M Manual**

CONSULTANT will use the existing Northwest WRF O&M manual as the basis for updating for the expansion. This manual was previously developed by the CONSULTANT. The CONSULTANT will maintain the structure and layout of the manual and will only be updating sections with revised tables, pictures,

and operational content for each unit process. The manual will be provided in draft PDF and WORD format to the OWNER for review prior to soliciting Certificate of Completion with FDEP. OWNER will review, provide comments, and a final manual provided in PDF to the OWNER.

**Subtask 9.12 – RPR During Construction**

This task describes full-time RPR assistance over the anticipated 26-month construction period (4,503 labor-hours) on the project to assist the OWNER in monitoring the progress and quality of the work of the CMAR. Project representation will be on a full-time basis (40- hours per week, no overtime) and is intended to be at a sufficient level to monitor the CMAR's work and confirm that the CMAR is meeting the requirements of the Contract Documents. CONSULTANT will notify OWNER if above level of field representation is insufficient to monitor the work as defined by the CMAR and OWNER. CONSULTANT'S RPR will be responsible for uploading the documentation of services described herein to the OWNER document management system or to CONSULTANT's SharePoint Workroom for download by the OWNER.

The duties and responsibilities of the RPR are described as applicable during the primary portions of the anticipated construction period as follows:

***Meetings:***

- CONSULTANT's RPR will attend on-site meetings with the CMAR, such as progress meetings (in-person), weekly site meetings, and other project-related meetings.
- CONSULTANT's RPR will assist in obtaining from the OWNER additional details or information when required for proper execution of the work.

***Shop Drawings:***

- CONSULTANT's RPR will advise the OWNER of the commencement of the work requiring a Shop Drawing or Sample, if the submittal has not been approved by the CONSULTANT.

***Request for Information (RFI's):***

- When required, CONSULTANT's RPR will provide required sketches or other documentation from field observations that help guide the discussions or clarifications between the OWNER and CMAR based on physical observations and interpretation of the contract documents.

***Review of Work, Rejection of Defective Work, Inspections, and Tests:***

- CONSULTANT's RPR will monitor the work in progress to assist CMAR in verifying that the work is proceeding in accordance with the Contract Documents.
- CONSULTANT's RPR will report to CMAR and the OWNER whenever RPR believes that the work does not conform to the Contract Documents, or will prejudice the integrity of the design concept of the completed work as a functioning whole as indicated in the Contract Documents, has been damaged, or is deficient; and advise CMAR of work that the CONSULTANT's RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- CONSULTANT's RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.

***Schedule Reviews:***

- CONSULTANT's RPR will monitor the CMAR's actual construction progress and compare it to the approved cost loaded baseline schedule for verification of accuracy of the CMAR's monthly application for payment
- CONSULTANT's RPR will interface with the OWNER regarding issues involving scheduled shut-downs, tie-ins, start-ups, commissioning and other required operational coordination to ensure adequate lead time is provided for proper preparation for these activities.

***Substantial Completion Certification***

- Following notice from CMAR that the work is ready for intended use, CONSULTANT's RPR and the OWNER, accompanied by CMAR, will conduct a walkthrough to determine if the work is substantially complete.
- CONSULTANT's RPR will assist the OWNER in providing deficiency list items through the course of the substantial completion walkthrough to be included in the punch list(s) for the Project.

***Records:***

- CONSULTANT's RPR will prepare daily reports with progress photos, keep a diary or logbook, recording CMAR's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Company and the OWNER.
- CONSULTANT's RPR will record names, addresses, and telephone numbers of the CMAR's personnel and major suppliers of materials and equipment in the daily reports.
- CONSULTANT's RPR will check during monthly pay applications that CMAR's redline drawings in the field are up-to-date and that they will be incorporated into the final record drawings. CONSULTANT's RPR will support the OWNER, as requested, to enforce withholding monthly pay applications due to incomplete field records.

***Reports:***

- CONSULTANT's RPR will furnish to the OWNER reports with progress photos and document the CMAR's compliance with the progress schedule and submittals, as requested by the OWNER.
- CONSULTANT's RPR will notify the OWNER in advance of scheduled major tests, inspections, or start of important phases of the work, and provide documentation of the events, consisting of but not limited to:
    - Clearing and grubbing activities within the footprint of proposed structures and results of field density testing.
    - Yard piping installation including backfill, compaction, flushing, pressure testing, and disinfection.
    - Reinforcing, formwork, and pour-in-place concrete for structures.
    - Concrete construction and testing.
    - Inspection of proper installation of equipment per manufacturer requirements.
    - Equipment start-up and testing of the overall system

- Substantial completion and final completion walkthroughs.

**Subtask 9.13 - Deliverables**

CONSULTANT will deliver to OWNER the following deliverables:

- Record drawings:
  - Two (2) hard copy sets of drawings on 11" x 17" sheets.
  - One PDF and AutoCAD of the drawings.
- WRF O&M manual:
  - Two (2) hard copy PDFs of the manual (draft and final).
  - Coordination with CMAR for updating the asset management sheets for use at the County's management system.

## Task 10 – Optional Specified Additional Services

This task is for specified additional services to address changes to the assumptions and/or optional additional engineering services during design and construction that may be required for the Project and as requested by the OWNER. Changes which go beyond the allowance set forth in Task 10 will be handled through a formal amendment to the Contract. The said services will only be performed at the expressed written direction of the OWNER. Any unused monies in Task 10 will be returned to the OWNER upon completion of the project. Additional specified services may consist of the following activities:

- Permit fees, no markups allowed. – ($60,000 allowance)
- Subtask 10.1 Permitting Activities to Establish a Mixing Zone for the WRF Outfall ($200,000)

Expansion of the Northwest WRF may require establishing a mixing zone for constituents of concern in the facility's Apricot discharge. The following subtask will establish a Plan of Study (Plan) outlining the data necessary to permit a mixing zone, field work to collect the necessary data, and activities to develop and submit a mixing zone application with the FDEP.

DEVELOP A PLAN OF STUDY

- This phase of work focuses on developing a Plan based on existing available data to identify and get agreement from FDEP on the necessary field data collection to support the NPDES permit modification application. Available data sources for the WRF effluent and the receiving water body (Mill Creek) will be explored to leverage existing data to characterize water quality, flow, hydrologic and environmental resource conditions. The Plan will include a summary of the surface water discharge site location, the receiving waterbody quality, flow characteristics of the receiving water body, and a summary of known aquatics, flora, fauna and species data for the receiving water. Additionally, the Plan will include documentation of the water quality testing procedures including WRF effluent water quality parameters, toxicity testing procedures, and collection of ambient data, as well as decision points for modification of the existing NPDES discharge permit. The Plan will serve as the roadmap for the remaining permit activities. The Plan will be submitted to FDEP for formal review, input and acceptance.

EXECUTE PLAN OF STUDY

- This phase of work focuses on executing the field data collection outlined in the Plan and summarizing the results to obtain FDEP agreement on key permitting decisions. This phase is expected to include sampling Mill Creek for constituents of concern, toxicity testing (chronic and acute), Major Ion Imbalance Seawater Toxicity (MIIST) analysis, and mixing zone analysis. This phase is also expected to include a Results of Plan of Study Report to document the information found during execution of the Plan. The results will be reviewed with FDEP to establish the basis for mixing zone request.

PREPARATION OF THE FDEP PERMIT APPLICATION

- This phase of work focuses on using the data collected develop the application for the NPDES permit modification. This phase is expected to include pre-application meetings with regulatory agencies, and development of the permit applications and supporting documentation.

## Task 11 – Unspecified Additional Services

This task is an allowance to address changes to the assumptions and/or optional additional engineering services during design and construction that may be required for the Project and as requested by the OWNER. As additional services are identified, the CONSULTANT will notify OWNER in writing and prepare a document summarizing the requests along with any schedule and/or cost impacts. OWNER will review and authorize funding through these additional services. Changes which go beyond the allowance set forth in Task 11 will be handled through a formal amendment to the Contract. The said services will only be performed at the expressed written direction of the OWNER. Any unused monies in Task 11 will be returned to the OWNER upon completion of the project. Additional services may consist of the following activities:

- Additional field investigations through survey, SUE, environmental, or geotechnical.
- Out-of-scope design modifications requested by the OWNER.
- Modifications or changes to the scope herein.

## Assumptions

The following assumptions are assumed for scope, schedule and budgeting purposes:

- Task 3 - Surveying does not include any protected species surveying or any wetland delineation.
- BioWin and Visual Hydraulics models – CONSULTANT's scope does not include any additional testing, sampling, or calibration. Models created from the Rerate Study 2023 and Filter/UV Modifications projects will be used and updated.
- Landscape architecture services are included as an allowance and will be determined based on SJC DRC review.
- Permitting fees are estimated and will be paid for by the CONSULTANT through Task 10, except for the Building and Electrical permit which will be paid for by the CMAR. Permit fees are a pass-through cost with no markups allowed.
- Agency reviews are estimated at 30 days for each initial application and RAI responses. Delays related to responses by regulatory agencies are outside the control of the CONSULTANT.

- CONSULTANT is not responsible for any delays that are outside of the CONSULTANTS's control. CONSULTANT will provide written notification of any delays within 14 calendar days of incident to the OWNER to explain the delay and quantify impact for justification of an amendment. If schedule delays occur, OWNER will authorize an Amendment upon receipt and review of delay information.
- OWNER and CMAR will have 10 business days to review design deliverables and provide comments for all deliverables. Review meetings are also considered as Decision Milestones, wherein design decisions between alternatives must be taken and direction provided to the CONSULTANT to ensure compliance with the project schedule.
- CONSULTANT will have 15 business days to review shop drawings. CONSULTANT will have 5 business days, on average, to review RFIs.
- Meeting minutes will be prepared and distributed to all attendees within seven (7) working days.
- Design fees do not include piloting of hydrocyclone, should the OWNER proceed with hydrocyclone technology additional scope and fee for design will be developed and allocated from Task 10.
- OWNER will provide review of CMAR's monthly invoices and change orders. Certification of payment by the CONSULTANT is not included as part of construction services.
- Shop drawings are assumed based on 6 hours for review for "A" submittals, 3 hours for review for "B" submittals and 1.5 hours for review of "C" submittals. A total of 2 hours per submittal are included for administrative time for processing and routing.
- CMAR will be responsible for initial preparation of asset management sheets with data for equipment, CONSULTANT will provide process related information along with reviewing information for accuracy.
- The EFDC model will be used to establish receiving water flow characteristics and density (i.e. salinity-temperature relationship). A detailed current study and temperature-salinity study will not be required.
- Bathymetric survey of Mill Creek will not be required.
- Because the NW WRF Expansion was explicitly listed in the Mill Creek Basin Management Action Plan (BMAP) and included in allocation calculations, no additional antidegradation report is budgeted.
- Other direct costs (ODCs), include direct project-related costs such as travel, lodging, printing/reproduction, postage, field supplies/equipment, safety equipment, communications, and other miscellaneous expenses.

## Schedule

The anticipated notice to proceed (NTP) for this project is November 16, 2026. It is anticipated that the design work will require 15 months to complete. CONSULTANT will provide the services as outlined upon executed Contract Agreement. Tasks 1 – 8 will be completed in a 15-month period and Tasks 1, 8 and 9 will continue through construction anticipated to be completed in August/September 2030.

Construction phase services are specified for 30 total months including 2 months for final close out activities. The estimated schedule by task is shown in **Table 5**. CONSULTANT will prepare an updated detailed schedule and present at the Kickoff Workshop.

**SJCUD NW WRF Expansion Schedule - Draft**

| | |
|---|---|
| **NTP** | November 16, 2026 |
| **Client Kick-Off Meetings** | TBD |
| **Design Completion** | February 2028 |
| **Design Duration (days)** | 462 |

**Table 5: Estimated Schedule Duration**

| Task | Anticipated Schedule |
|---|---|
| **Task 1 - Project Management & Major Meetings** | |
| NTP - Issuance of PO | November 16, 2026 |
| Kick-off Project with SJCUD | Within 10 days of NTP |
| | |
| **Task 2 - Geotechnical Investigation** | |
| Receive Initial Report | Within 100 days of NTP |
| Receive Final Report | 30 days after review comments on initial report |
| | |
| **Task 3 - Survey** | |
| Receive Initial Survey | Within 90 days of NTP |
| Receive Final Survey | 7 days after comments |
| | |
| **Task 4 - Evaluations Phase** | |
| Start Evaluation Phase | Within 10 days of NTP |
| Flows and Loads TM Package Due to SJCUD | Within 30 days of NTP |
| SJCUD/CDM Smith Review Meeting on Headworks, BNR, Clarifiers | Within 90 days of NTP |
| SJCUD/CDM Smith Review Meeting on UV, Transfer PS, Reject Storage | Within 90 days of NTP |
| SJCUD/CDM Smith Review Meeting on Biosolids Storage and Dewatering | Within 90 days of NTP |
| | |
| **Task 5 - 30P Preliminary Design Report** | |
| 30P Final PDR Due to SJCUD | 12 weeks from completion of Task 4 |
| | |
| **Task 6 - Design (60P Design Package)** | |
| Start 60% Design | Following review meeting for Task 5 |
| 60P Design Package Due to SJCUD | Within 16 weeks from completion of Task 5 |
| | |

| Task | Anticipated Schedule |
|---|---|
| **Task 6 - Design (90P Design Package)** | |
| Start 90% Design | Following review meeting for 60% design |
| 90P Design Package Due to SJCUD | Within 10 weeks from completion of 60P |
| | |
| **Task 7 - Permitting Services** | |
| Submit Permits to Permitting Agencies | Beginning at 90P deliverable |
| Goal for Closing all Permits | Prior to Finalizing 100P |
| | |
| **Task 6 - Design (100P Design Package)** | |
| Start 100% Design | Following 90P approval |
| 100P Design Package Due to SJCUD | Within 4 week from completion of 90P |
| **Task 9 - Engineering Services During Construction (Schedule updated by CMAR)** | |
| Construction Start | Anticipated March 2028 |
| Substantial Completion 28 months | July 2030 |
| Final Completion 2 months | September 2030 |
| | |
| **Task 8 - CMAR Advisory Services is concurrent through all phases** | |

## Compensation

Compensation for the services described herein shall be made in accordance with the Agreement between OWNER and CONSULTANT. The work described in Tasks 1 through 8 will be completed as lump sum in the amount of $4,509,619. Task 9 will be billed as a time and materials task in the amount of $2,381,783. A not-to-exceed optional additional services task in the amount of $260,000 is established for Task 10 and $150,000 is established for unspecified additional services for Task 11 for use by the OWNER. The total not-to-exceed of this Agreement is $7,301,402. CONSULTANT will submit monthly invoices accompanied by written monthly status reports. CONSULTANT will submit monthly invoices based on the percentage of the work completed for the period of the invoice for the lump sum portions (Tasks 1 – 8). For the time and materials Task 9, invoices will be submitted based on incurred using the billing rates in the Agreement. For the not-to-exceed Tasks 10 and 11, invoices will be submitted based on agreed to amounts negotiated with the OWNER. Any unused monies of Tasks 10 and 11 will be returned to the OWNER upon project completion. For the purposes of preparing this estimate, a detailed labor hour fee table and associated subconsultants is included in **Exhibit C.**

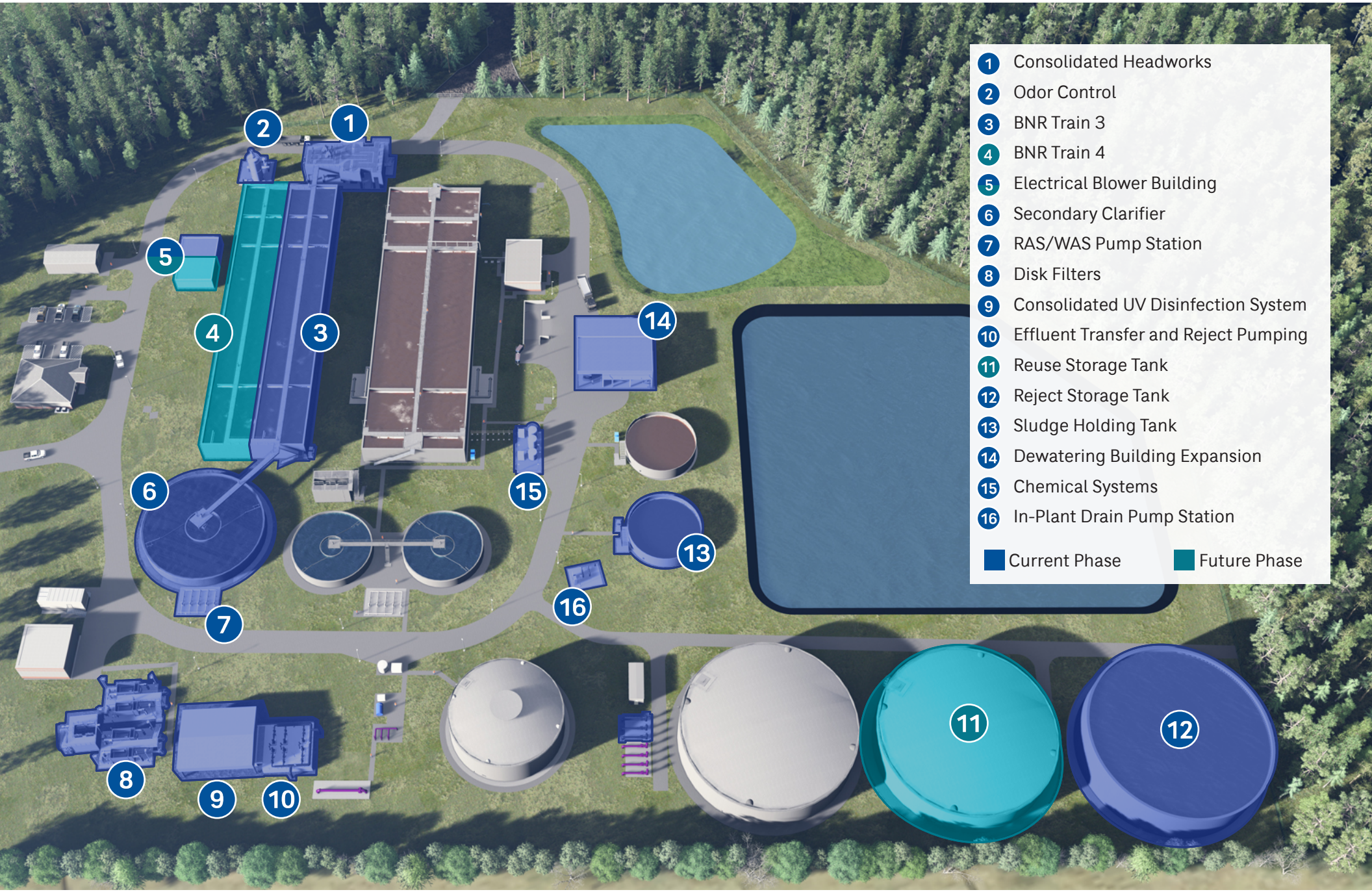



Exhibit A - Site Plan Overview of Intended Expansion Concept

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| | | COVER SHEET |
| G | 1 | INDEX OF SHEETS 1 OF 2 |
| G | 2 | INDEX OF SHEETS 2 OF 2 |
| G | 3 | SYMBOLS AND GENERAL NOTES |
| G | 4 | PLANT PROCESS FLOW DIAGRAM |
| G | 5 | HYDRAULIC PROFILE I |
| G | 6 | HYDRAULIC PROFILE II |
| G | 7 | PLANT MASS BALANCE DIAGRAM |
| C | 1 | STANDARD CIVIL LEGEND SHEET |
| C | 2 | EXISTING SITE PLAN |
| C | 3 | OVERALL SITE PLAN |
| C | 4 | KEY PLAN |
| C | 5 | HORIZONTAL CONTROL — AREA 'A' |
| C | 6 | HORIZONTAL CONTROL — AREA 'B' |
| C | 7 | HORIZONTAL CONTROL — AREA 'C' |
| C | 8 | HORIZONTAL CONTROL — AREA 'D' |
| C | 9 | YARD PIPING PLAN — AREA 'A' |
| C | 10 | YARD PIPING PLAN — AREA 'B' |
| C | 11 | YARD PIPING PLAN — AREA 'C' |
| C | 12 | YARD PIPING PLAN — AREA 'D' |
| C | 13 | PAVING, GRADING, AND DRAINAGE — AREA 'A' |
| C | 14 | PAVING, GRADING, AND DRAINAGE — AREA 'B' |
| C | 15 | PAVING, GRADING, AND DRAINAGE — AREA 'C' |
| C | 16 | PAVING, GRADING, AND DRAINAGE — AREA 'D' |
| C | 17 | STORMWATER POND AND SECTIONS |
| C | 18 | STORMWATER STRUCTURES & DITCH SECTIONS |
| C | 19 | OFF—SPEC POND MODIFICATIONS |
| C | 20 | EROSION CONTROL PLAN SWPPP |
| C | 21 | SWPPP |
| C | 22 | SWPPP |
| CD | 1 | EROSION CONTROL DETAILS |
| CD | 2 | PAVING AND GRADING DETAILS |
| CD | 3 | MISCELLANEOUS YARD DETAILS |
| CD | 4 | MISCELLANEOUS YARD DETAILS |
| L | 1 | PROTECTED TREE SURVEY |
| L | 2 | TREE REMOVAL PLAN |
| L | 3 | GENERAL NOTES |
| L | 4 | LANDSCAPE PLAN |

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| L | 5 | LANDSCAPE SPECIFICATIONS |
| L | 6 | IRRIGATION PLAN |
| L | 7 | IRRIGATION NOTES AND DETAILS |
| D | 1 | DEMOLITION PLAN OVERVIEW AND GENERAL NOTES |
| D | 2 | HEADWORKS DEMOLITION PLAN |
| D | 3 | FILTERS DEMOLITION PLAN |
| D | 4 | UV SYSTEM DEMOLITION PLAN |
| D | 5 | RECLAIMED WATER PUMP STATION DEMOLITION PLAN |
| A | 1 | ARCHITECTURAL SHEET INDEX, GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS |
| A | 2 | ELECTRICAL BUILDING AND BLOWER BUILDING BUILDING CODE ANALYSIS AND LIFE SAFETY PLANS |
| A | 3 | SOLIDS DEWATERING BUILDING BUILDING CODE ANALYSIS AND LIFE SAFETY PLAN |
| A | 4 | ELECTRICAL AND BLOWER BUILDING PERSPECTIVE |
| A | 5 | ELECTRICAL AND BLOWER BUILDING FLOOR PLAN |
| A | 6 | ELECTRICAL AND BLOWER BUILDING ROOF PLAN |
| A | 7 | ELECTRICAL AND BLOWER BUILDING EXTERIOR ELEVATIONS |
| A | 8 | ELECTRICAL AND BLOWER BUILDING EXTERIOR ELEVATIONS |
| A | 9 | ELECTRICAL AND BLOWER BUILDING BUILDING SECTIONS |
| A | 10 | ELECTRICAL AND BLOWER BUILDING WALL SECTIONS |
| A | 11 | SOLIDS DEWATERING BUILDING PERSPECTIVE |
| A | 12 | SOLIDS DEWATERING BUILDING FLOOR PLAN |
| A | 13 | SOLIDS DEWATERING BUILDING ROOF PLAN |
| A | 14 | SOLIDS DEWATERING BUILDING EXTERIOR ELEVATIONS |
| A | 15 | SOLIDS DEWATERING BUILDING EXTERIOR ELEVATIONS |
| A | 16 | SOLIDS DEWATERING BUILDING BUILDING SECTIONS |
| A | 17 | SOLIDS DEWATERING BUILDING WALL SECTIONS |
| AD | 1 | ARCHITECTURAL FINISH, DOOR, AND LOUVER SCHEDULE, AND DOOR, FRAME, LOUVER, PARTITION, AND BASE TYPES AND DETAILS |
| AD | 2 | ARCHITECTURAL DETAILS |
| AD | 3 | ARCHITECTURAL DETAILS |
| S | 1 | STRUCTURAL GENERAL NOTES |
| S | 2 | HEADWORKS FOUNDATION PLAN |
| S | 3 | HEADWORKS INTERMEDIATE PLAN |
| S | 4 | HEADWORKS TOP PLAN |
| S | 5 | HEADWORKS SECTIONS |
| S | 6 | HEADWORKS SECTIONS |
| S | 7 | HEADWORKS SECTIONS |

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| S | 8 | ODOR CONTROL PLAN, SECTIONS AND DETAILS |
| S | 9 | BNR TANK FOUNDATION PLAN |
| S | 10 | BNR TANK TOP OF STRUCTURE PLAN |
| S | 11 | BNR TANK SECTIONS |
| S | 12 | ELECTRICAL AND BLOWER BUILDING FOUNDATION PLAN AND SECTION |
| S | 13 | ELECTRICAL AND BLOWER BUILDING ROOF PLAN AND DETAILS |
| S | 14 | ELECTRICAL AND BLOWER BUILDING ELEVATIONS |
| S | 15 | RAS/WAS SLAB PLAN AND SECTION |
| S | 16 | TERTIARY FILTERS SLAB PLAN AND SECTIONS |
| S | 17 | TERTIARY FILTERS WALKWAY PLAN AND SECTIONS |
| S | 18 | TERTIARY FILTERS CANOPY PLAN |
| S | 19 | TERTIARY FILTERS CANOPY SECTIONS |
| S | 20 | UV DISINFECTION PLAN |
| S | 21 | UV DISINFECTION SECTIONS |
| S | 22 | UV DISINFECTION CANOPY PLAN |
| S | 23 | UV DISINFECTION CANOPY SECTIONS AND DETAILS |
| S | 24 | RECLAIMED WATER TRANSFER PUMP STATION FOUNDATION PLAN |
| S | 25 | RECLAIMED WATER TRANSFER PUMP STATION TOP PLAN |
| S | 26 | RECLAIMED WATER TRANSFER PUMP STATION SECTIONS AND DETAILS |
| S | 27 | SOLIDS DEWATERING BUILDING FOUNDATION PLAN AND SECTIONS |
| S | 28 | SOLIDS DEWATERING BUILDING SLAB PLAN AND SECTIONS |
| S | 29 | SOLIDS DEWATERING BUILDING ROOF PLAN AND SECTIONS |
| S | 30 | SOLIDS DEWATERING BUILDING ELEVATIONS AND DETAILS |
| S | 31 | MISCELLANEOUS EQUIPMENT PADS PLANS AND SECTIONS |
| SD | 1 | STANDARD DETAILS |
| SD | 2 | STANDARD DETAILS |
| SD | 3 | STANDARD DETAILS |
| SD | 4 | STANDARD DETAILS |
| SD | 5 | STANDARD DETAILS |
| SD | 6 | STANDARD DETAILS |
| M | 1 | MECHANICAL LEGEND, SYMBOLS AND ABBREVIATIONS |
| M | 2 | HEADWORKS TOP PLAN |
| M | 3 | HEADWORKS BOTTOM PLAN |
| M | 4 | HEADWORKS SECTIONS |

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| M | 5 | HEADWORKS SECTIONS |
| M | 6 | ODOR CONTROL PLAN |
| M | 7 | ODOR CONTROL SECTIONS |
| M | 8 | ODOR CONTROL DETAILS AND DUCT LAYOUT |
| M | 9 | BNR TANKS PLAN |
| M | 10 | BNR TANKS SECTIONS |
| M | 11 | BNR TANKS SECTION AND DETAILS |
| M | 12 | BNR ISOMETRIC VIEW |
| M | 13 | ELECTRICAL AND BLOWER BUILDING PLAN |
| M | 14 | ELECTRICAL AND BLOWER BUILDING SECTIONS |
| M | 15 | CLARIFIER PLAN |
| M | 16 | CLARIFIER SECTIONS |
| M | 17 | CLARIFIER SECTIONS AND DETAILS |
| M | 18 | RAS/WAS PUMP STATION PLAN |
| M | 19 | RAS/WAS PUMP STATION SECTIONS |
| M | 20 | SCUM PUMP STATION PLAN AND SECTION |
| M | 21 | TERTIARY FILTERS PLAN |
| M | 22 | TERTIARY FILTERS SECTIONS |
| M | 23 | UV SYSTEM AND RECLAIMED WATER TRANSFER PUMP STATION PLAN |
| M | 24 | RECLAIMED WATER TRANSFER PUMP STATION PLAN |
| M | 25 | UV SYSTEM AND RECLAIMED WATER TRANSFER PUMP STATION SECTIONS |
| M | 26 | UV SYSTEM AND RECLAIMED WATER TRANSFER PUMP STATION SECTIONS |
| M | 27 | RECLAIMED WATER PUMP STATION PLAN |
| M | 28 | RECLAIMED WATER PUMP STATION PLAN SECTIONS |
| M | 29 | ON-SITE REUSE PUMP STATION AND HYDRO-PNEUMATIC TANK PLAN AND SECTION |
| M | 30 | RECLAIMED WATER FLOW METER PLAN AND SECTION |
| M | 31 | REJECT STORAGE TANK PLAN |
| M | 32 | REJECT STORAGE TANK SECTIONS |
| M | 33 | REJECT STORAGE PUMP STATION PLAN AND SECTIONS |
| M | 34 | REJECT STORAGE DETAILS |
| M | 35 | ALUM AND GLYCERIN CHEMICAL FEED SYSTEMS PLAN |
| M | 36 | ALUM AND GLYCERIN CHEMICAL FEED SYSTEMS SECTIONS |
| M | 37 | SODIUM HYPOCHLORITE SYSTEM PLAN AND SECTIONS |
| M | 38 | CHEMICAL SYSTEM DETAILS |
| M | 39 | IN-PLANT PUMP STATION PLAN AND SECTION |

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| M | 40 | SLUDGE HOLDING TANK PLAN |
| M | 41 | SLUDGE HOLDING TANK SECTIONS |
| M | 42 | SOLIDS DEWATERING BUILDING AND TRUCK LOADING BAY PLAN |
| M | 43 | SOLIDS DEWATERING BUILDING AND TRUCK LOADING BAY SECTIONS |
| M | 44 | SOLIDS DEWATERING BUILDING AND TRUCK LOADING BAY SECTIONS |
| M | 45 | SOLIDS DEWATERING DETAILS |
| MD | 1 | SLIDE GATE DETAILS AND SECTIONS |
| MD | 2 | TYPICAL WEIR PLATE DETAILS |
| MD | 3 | MISCELLANEOUS MECHANICAL DETAILS |
| MD | 4 | MISCELLANEOUS MECHANICAL DETAILS |
| MD | 5 | MISCELLANEOUS MECHANICAL DETAILS |
| MD | 6 | MISCELLANEOUS MECHANICAL DETAILS |
| MD | 7 | MISCELLANEOUS MECHANICAL DETAILS |
| MD | 8 | PIPE SUPPORT DETAILS |
| MD | 9 | PIPE HANGER DETAILS |
| MD | 10 | BNR TANKS DETAILS |
| H | 1 | HVAC SYMBOLS AND ABBREVIATIONS |
| H | 2 | ELECTRICAL AND BLOWER BUILDING HVAC PLAN |
| H | 3 | SOLIDS DEWATERING BUILDING HVAC PLAN |
| HD | 1 | HVAC SCHEDULES |
| HD | 2 | HVAC DETAILS |
| HD | 3 | HVAC SCHEDULES AND DETAILS |
| P | 1 | PLUMBING SYMBOLS AND ABBREVIATIONS |
| P | 2 | SOLIDS DEWATERING BUILDING PLUMBING PLAN |
| P | 3 | SOLIDS DEWATERING BUILDING RISER DIAGRAMS |
| P | 4 | ALUM AND GLYCERIN CHEMICAL FEED SYSTEMS PLUMBING PLAN |
| P | 5 | SODIUM HYPOCHLORITE SYSTEM PLUMBING PLAN |
| P | 6 | EMERGENCY FIXTURE RISER DIAGRAMS |
| PD | 1 | PLUMBING DETAILS |
| E | 1 | ELECTRICAL LEGEND AND SCHEDULES |
| E | 2 | SINGLE LINE DIAGRAM - MAIN SWITCHGEAR |
| E | 3 | SINGLE LINE DIAGRAM - MCC-1A |
| E | 4 | SINGLE LINE DIAGRAM - MCC-1B |
| E | 5 | SINGLE LINE DIAGRAM - MCC-2A |
| E | 6 | SINGLE LINE DIAGRAM - MCC-2B |

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| E | 7 | SINGLE LINE DIAGRAM - MCC-3A |
| E | 8 | SINGLE LINE DIAGRAM - MCC-3B |
| E | 9 | SINGLE LINE DIAGRAM - MCC-4A |
| E | 10 | SINGLE LINE DIAGRAM - MCC-4B |
| E | 11 | SINGLE LINE DIAGRAM - MCC-4C |
| E | 12 | SINGLE LINE DIAGRAM - UV |
| E | 13 | CONTROL WIRING DIAGRAMS |
| E | 14 | CONTROL WIRING DIAGRAMS |
| E | 15 | CONTROL WIRING DIAGRAMS |
| E | 16 | CONTROL WIRING DIAGRAMS |
| E | 17 | CONTROL WIRING DIAGRAMS |
| E | 18 | CONTROL WIRING DIAGRAMS |
| E | 19 | CONTROL WIRING DIAGRAMS |
| E | 20 | CONTROL WIRING DIAGRAMS |
| E | 21 | CONTROL WIRING DIAGRAMS |
| E | 22 | CONTROL WIRING DIAGRAMS |
| E | 23 | ELECTRICAL SITE PLAN - OVERALL |
| E | 24 | ELECTRICAL SITE PLAN - AREA "A" |
| E | 25 | ELECTRICAL SITE PLAN - AREA "B" |
| E | 26 | ELECTRICAL SITE PLAN - AREA "C" |
| E | 27 | ELECTRICAL SITE PLAN - AREA "D" |
| E | 28 | HEADWORKS UPPER LEVEL ELECTRICAL PLAN |
| E | 29 | HEADWORKS LOWER LEVEL ELECTRICAL PLAN |
| E | 30 | ODOR CONTROL ELECTRICAL PLAN |
| E | 31 | BNR TANKS ELECTRICAL PLAN |
| E | 32 | BNR TANKS ELECTRICAL PLAN |
| E | 33 | BLOWER BUILDING POWER PLAN |
| E | 34 | BLOWER BUILDING LIGHTING PLAN |
| E | 35 | SECONDARY CLARIFIER ELECTRICAL PLAN |
| E | 36 | RAS/WAS PUMP STATION ELECTRICAL PLAN |
| E | 37 | SCUM PUMP STATION ELECTRICAL PLAN |
| E | 38 | TERTIARY FILTERS ELECTRICAL PLAN |
| E | 39 | UV SYSTEM POWER PLAN |
| E | 40 | UV SYSTEM LIGHTING PLAN |
| E | 41 | EFFLUENT TRANSFER PS ELECTRICAL PLAN |
| E | 42 | RECLAIMED WATER ELECTRICAL BUILDING ELECTRICAL PLAN |
| E | 43 | RECLAIMED WATER PUMP STATION ELECTRICAL PLAN |
| E | 44 | ON-SITE REUSE PUMP STATION ELECTRICAL PLAN |

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| E | 45 | REJECT STORAGE TANK ELECTRICAL PLAN |
| E | 46 | ALUM AND GLYCERIN CHEMICAL FEED SYSTEMS ELECTRICAL PLAN |
| E | 47 | IN-PLANT PUMP STATION ELECTRICAL PLAN |
| E | 48 | SLUDGE HOLDING TANK ELECTRICAL PLAN |
| E | 49 | SOLIDS DEWATERING BUILDING POWER PLAN |
| E | 50 | SOLIDS DEWATERING BUILDING LIGHITNG PLAN |
| E | 51 | BLOWER BUILDING MODIFICAITONS ELECTRICAL PLAN |
| E | 52 | MAIN ELECTRICAL BUILDING MODIFICAITONS ELECTRICAL PLAN |
| ED | 1 | CONDUIT AND CABLE SCHEDULE |
| ED | 2 | CONDUIT AND CABLE SCHEDULE |
| ED | 3 | CONDUIT AND CABLE SCHEDULE |
| ED | 4 | CONDUIT AND CABLE SCHEDULE |
| ED | 5 | CONDUIT AND CABLE SCHEDULE |
| ED | 6 | PANEL SCHEDULES |
| ED | 7 | LIGHTING FIXTURE SCHEDULE AND DETAILS |
| ED | 8 | ELECTRICAL DETAILS |
| ED | 9 | ELECTRICAL DETAILS |
| I | 1 | INSTRUMENTATION LEGEND |
| I | 2 | PROCESS BLOCK DIAGRAM |
| I | 3 | CONTROL SYSTEM ARCHITECTURE |
| I | 4 | PROCESS & INSTRUMENTATION DIAGRAM HEADWORKS & GRIT REMOVAL |
| I | 5 | PROCESS & INSTRUMENTATION DIAGRAM ODOR CONTROL SYSTEM |
| I | 6 | PROCESS & INSTRUMENTATION DIAGRAM BNR TANK NO. 3 AND INTERNAL RECYCLE PUMPS |
| I | 7 | PROCESS & INSTRUMENTATION DIAGRAM BNR TANK NO. 4 AND INTERNAL RECYCLE PUMPS |
| I | 8 | PROCESS & INSTRUMENTATION DIAGRAM AERATION BLOWERS |
| I | 9 | PROCESS & INSTRUMENTATION DIAGRAM REAERATION BLOWERS |
| I | 10 | PROCESS & INSTRUMENTATION DIAGRAM CLARIFIER NO. 3 AND SCUM PUMP STATION |
| I | 11 | PROCESS & INSTRUMENTATION DIAGRAM RAS/WAS PUMP STATION |
| I | 12 | PROCESS & INSTRUMENTATION DIAGRAM TERTIARY FILTERS |
| I | 13 | PROCESS & INSTRUMENTATION DIAGRAM UV DISINFECTION |
| I | 14 | PROCESS & INSTRUMENTATION DIAGRAM RECLAIMED WATER TRANSFER PUMPS |

| SHEET | | TITLE |
|---|---|---|
| DISCIPLINE | SHEET NUMBER | |
| I | 15 | PROCESS & INSTRUMENTATION DIAGRAM RECLAIMED WATER STORAGE TANKS |
| I | 16 | PROCESS & INSTRUMENTATION DIAGRAM RECLAIMED WATER PUMP STATION |
| I | 17 | PROCESS & INSTRUMENTATION DIAGRAM ON—SITE REUSE PUMP STATION |
| I | 18 | PROCESS & INSTRUMENTATION DIAGRAM SODIUM HYPOCHLORITE FEED SYSTEM |
| I | 19 | PROCESS & INSTRUMENTATION DIAGRAM MICROC GLYCERIN FEED SYSTEM |
| I | 20 | PROCESS & INSTRUMENTATION DIAGRAM ALUM FEED SYSTEM |
| I | 21 | PROCESS & INSTRUMENTATION DIAGRAM SLUDGE HOLDING TANKS AND SOLIDS HANDLING |
| I | 22 | PROCESS & INSTRUMENTATION DIAGRAM SLUDGE HOLDING TANK BLOWERS |
| I | 23 | PROCESS & INSTRUMENTATION DIAGRAM POLYMER FEED SYSTEM |
| I | 24 | PROCESS & INSTRUMENTATION DIAGRAM ELECTRICAL SYSTEM DETAILS |
| ID | 1 | PROCESS & INSTRUMENTATION DIAGRAM DETAILS |
| ID | 2 | PROCESS & INSTRUMENTATION DIAGRAM DETAILS |
| ID | 3 | PROCESS & INSTRUMENTATION DIAGRAM DETAILS |

257 Sheets

**St. Johns County Utility Department**
**Professional Services for the NW WRF Expansion**
**Exhibit C**

| *Task* | *Overall Project Manager* | *Technical Expert* | *Officer/Principal* | *Senior Engineer* | *Professional IV* | *Professional III* | *Professional II* | *Professional I* | *RPR* | *Senior Tech Support* | *Staff Tech Support* | *Contract Admin* | *Administrative* | *Total Hours* | *Subconsultants* | *Total Cost* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Rates* | $300.00 | $285.00 | $266.00 | $257.00 | $205.00 | $185.00 | $160.00 | $135.00 | $150.00 | $155.00 | $142.00 | $142.00 | $115.00 | | | |
| **Task 1 - Project Management & Major Milestone Meetings** | | | | | | | | | | | | | | | | |
| 1.1 - Project Management | 328 | | | | | | | | | | | 114 | 114 | 556 | $ - | $ 127,698 |
| 1.2 - Kickoff Workshop, PQM, Internal Kickoff | 18 | 38 | 4 | 10 | 16 | 20 | 20 | 8 | | | | | 4 | 138 | $ 800 | $ 32,384 |
| 1.3 - Evaluations Workshops | 24 | 24 | | 12 | | 24 | 8 | 8 | | | | | 6 | 106 | $ 2,400 | $ 27,014 |
| 1.4 - Draft Preliminary Design Report Workshop | 8 | 24 | | 4 | | 24 | 18 | 8 | | | | | 2 | 88 | $ 1,200 | $ 20,098 |
| 1.5 - CMAR Kickoff Workshop | 8 | 4 | | 2 | | 6 | 6 | 2 | | | | | 2 | 30 | $ - | $ 6,624 |
| 1.6 - Additional Meetings and Workshops | 122 | 160 | 8 | 24 | 40 | 320 | 100 | 24 | | | | | 38 | 836 | $ 5,200 | $ 186,706 |
| ***Subtotal Task 1*** | **508** | **250** | **12** | **52** | **56** | **394** | **152** | **50** | **0** | **0** | **0** | **114** | **166** | **1,754** | **$ 9,600** | **$ 400,524** |
| **Task 2 - Geotechnical Investigations** | | | | | | | | | | | | | | | | |
| | 32 | 4 | | 118 | 12 | 52 | 64 | | | | | | | 282 | $ 176,245 | $ 239,631 |
| ***Subtotal Task 2*** | **32** | **4** | **0** | **118** | **12** | **52** | **64** | **0** | **0** | **0** | **0** | **0** | **0** | **282** | **$ 176,245** | **$ 239,631** |
| **Task 3 - Survey** | | | | | | | | | | | | | | | | |
| 3.1 - Coordination of Survey Subcontractor | 2 | 2 | | 16 | | | 80 | | | 20 | | | | 120 | $ 90,250 | $ 111,432 |
| ***Subtotal Task 3*** | **2** | **2** | **0** | **16** | **0** | **0** | **80** | **0** | **0** | **20** | **0** | **0** | **0** | **120** | **$ 90,250** | **$ 111,432** |
| **Task 4 - Evaluations Phase** | | | | | | | | | | | | | | | | |
| 4.1 - TM Summarizing Flow and Influent Concentrations | 2 | 4 | | | | 12 | 30 | 10 | | | | | 2 | 60 | $ - | $ 10,340 |
| 4.2 - Prepare Baseline Estimate for OPCC for Expansion Options | 4 | 10 | | | 10 | 20 | 10 | | | | | | 2 | 56 | $ - | $ 11,630 |
| 4.3 - Headworks Evaluation | 16 | 36 | | | 4 | 88 | 10 | 88 | | 24 | | | 4 | 270 | $ 1,600 | $ 51,420 |
| 4.4 - BNR Evaluation | 16 | 52 | | | 12 | 120 | 10 | 12 | | 24 | | | 4 | 250 | $ 1,600 | $ 53,280 |
| 4.5 - UV, Pumping and Reject Storage Evaluation | 24 | 38 | | | 10 | 10 | 115 | 12 | | 24 | | | 4 | 237 | $ 1,600 | $ 47,730 |
| 4.6 - Biosolids Dewatering and Storage | 40 | 44 | 12 | 22 | 40 | 24 | 106 | 12 | | 24 | | | 4 | 328 | $ 1,600 | $ 70,386 |
| 4.7 - Expansion Scenario Planning Based on Evaluations | 32 | 18 | | 8 | | 12 | 28 | 6 | | 12 | | | 2 | 118 | $ - | $ 26,386 |
| ***Subtotal Task 4*** | **134** | **202** | **12** | **30** | **76** | **286** | **309** | **140** | **0** | **108** | **0** | **0** | **22** | **1,319** | **$ 6,400** | **$ 271,172** |
| **Task 5 - Preliminary Design Report** | | | | | | | | | | | | | | | | |
| 5.1 - Preparation of the PDR | 240 | 60 | 42 | 152 | 76 | 590 | 425 | 590 | | 40 | | | 32 | 2,247 | $ 11,200 | $ 432,796 |
| 5.2 - TRC | 12 | 82 | 8 | 26 | | 45 | 50 | 12 | | 16 | | | 4 | 255 | | $ 56,665 |
| 5.3 - OPCC | 6 | 4 | | 22 | 30 | | 40 | 16 | | 2 | | | | 120 | | $ 23,614 |
| ***Subtotal Task 5*** | **258** | **146** | **50** | **200** | **106** | **635** | **515** | **618** | **0** | **58** | **0** | **0** | **36** | **2,622** | **$ 11,200** | **$ 513,075** |
| **Task 6 - Design** | | | | | | | | | | | | | | | | |
| 6.1 - 60% Design | 240 | 156 | 164 | 526 | 349 | 966 | 1384 | 1325 | | 460 | 1358 | | 40 | 6,968 | $ 73,600 | $ 1,288,172 |
| 6.1.1 - TRC | 16 | 114 | 12 | 73 | | 44 | 64 | 12 | | 40 | | | | 375 | $ - | $ 85,443 |
| 6.2 - 90% Design | 120 | 90 | 108 | 255 | 210 | 550 | 780 | 610 | | 280 | 500 | | 30 | 3,533 | $ 49,600 | $ 675,313 |
| 6.2.1 - Quality Review of 90% Submittal | 8 | 40 | 12 | 84 | | 48 | 86 | 12 | | 40 | 200 | | | 530 | $ - | $ 97,440 |
| 6.2.2 - 90% Submittal as basis of GMP prepared by CMAR | 24 | 20 | 8 | 24 | 35 | 88 | 65 | 100 | | | | | | 364 | $ - | $ 68,551 |
| 6.3 - 100% Completion Level | 24 | 18 | 54 | 70 | 80 | 179 | 244 | 210 | | 127 | 189 | | 20 | 1,215 | $ 8,400 | $ 218,812 |
| 6.4 - Final Design Calculation Notebook | 4 | 12 | | | 10 | 12 | 12 | 12 | | | | | 8 | 70 | $ - | $ 13,350 |
| ***Subtotal Task 6*** | **436** | **450** | **358** | **1032** | **684** | **1887** | **2635** | **2281** | **0** | **947** | **2247** | **0** | **98** | **13,055** | **$ 131,600** | **$ 2,447,081** |
| **Task 7 - Permitting Services** | | | | | | | | | | | | | | | | |
| 7.1 - FDEP Domestic Wastewater Facility Permit | 6 | 24 | 4 | 14 | 4 | | 32 | 60 | | 12 | | | 4 | 160 | | $ 29,662 |
| 7.2 - FDEP Stormwater Pollution Prevention Plan (Construction Consultant) | 2 | 4 | | 12 | | | 40 | | | 16 | | | 4 | 78 | | $ 14,164 |
| 7.3 - FDEP Stormwater Pollution Prevention Plan (Municipal Facility) | 2 | 2 | | | | | 20 | | | 10 | | | 4 | 38 | | $ 6,380 |
| 7.4 - Spill Prevention, Control and Countermeasure Plan | 2 | 2 | | | | | 20 | | | 10 | | | 4 | 38 | | $ 6,380 |
| 7.5 - SJRWMD/FDEP Environmental Resource Permit | 4 | 6 | | 24 | | | 40 | 10 | | 12 | | | 4 | 100 | | $ 19,148 |
| 7.6 - St. John's County Development Permit | 10 | 4 | 12 | 12 | | | 56 | 20 | | 12 | | | 4 | 130 | $ 3,600.00 | $ 27,996 |
| 7.7 - St. Johns County Building and Electrical Permits | | 2 | 10 | 20 | 4 | | 4 | 20 | | | | | 2 | 62 | $ 1,600.00 | $ 14,360 |
| ***Subtotal Task 7*** | **26** | **44** | **26** | **82** | **8** | **0** | **212** | **110** | **0** | **72** | **0** | **0** | **26** | **606** | **$ 5,200** | **$ 118,090** |
| **Task 8 - CMAR Advisory Services** | | | | | | | | | | | | | | | | |
| 8.1 - Cost Estimating | 24 | | | 10 | 40 | | 42 | | | 8 | | | 12 | 136 | | $ 27,310 |
| 8.2 - Schedule | 24 | | | 4 | 24 | | 20 | | | | | | 4 | 76 | | $ 16,808 |
| 8.3 - Risk Register/MOPO Plans | 40 | 36 | | 4 | 12 | 40 | 60 | 12 | | 24 | | | 4 | 232 | | $ 48,548 |
| 8.4 - GMP Development | 50 | 20 | 8 | 36 | 104 | 16 | 24 | | | | | | 4 | 262 | $ 1,600.00 | $ 62,260 |
| 8.5 - Early Out Design Package | 64 | 48 | | 24 | | 64 | 80 | 40 | | | | | 40 | 360 | | $ 73,688 |
| ***Subtotal Task 8*** | **202** | **104** | **8** | **78** | **180** | **120** | **226** | **52** | **0** | **32** | **0** | **0** | **64** | **1066** | **$ 1,600** | **$ 228,614** |
| **Task 9 - Construction Phase Services (T&M)** | | | | | | | | | | | | | | | | |
| 9.1 - Pre-Construction Meeting | 4 | | | | 4 | 8 | | 6 | | | | | 2 | 24 | $ 800 | $ 5,340 |
| 9.2 - Monthly Progress Meetings | 60 | | | | 60 | 120 | 120 | 180 | | | | | 60 | 600 | $ 24,000 | $ 126,900 |
| 9.3 - Weekly Tailgate Meetings | 200 | | | | 200 | 400 | | | | | | | | 800 | $ 40,000 | $ 215,000 |
| 9.4 - Site Visits | 20 | | 16 | 74 | 52 | | 128 | 80 | | | | | 12 | 382 | $ 3,200 | $ 75,794 |
| 9.5 - Shop Drawing Review | 50 | 40 | 44 | 180 | 270 | 729 | 750 | 1865 | | 12 | | | | 3,940 | $ 46,000 | $ 694,214 |
| 9.6 - RFI and Design Clarifications | 30 | | 18 | 192 | 85 | 304 | 110 | 124 | | 74 | | | | 937 | $ - | $ 182,607 |
| 9.7 - Review and Approval of Vendor O&M Manuals | 6 | | | | 6 | 300 | 188 | 300 | | | | | | 800 | $ - | $ 129,110 |
| 9.8 - Start-Up and Performance Testing | 10 | 8 | | 120 | 10 | 152 | 32 | | | | | | 4 | 336 | $ 24,000 | $ 95,870 |
| 9.9 - Substantial and Final Completion/Acceptance | 8 | | | 48 | 16 | 32 | 16 | 56 | | | | | 10 | 186 | $ 3,200 | $ 38,406 |
| 9.10 - Record Drawings Preparation | 1 | 2 | 12 | 26 | 36 | 74 | 72 | 80 | | | | | | 303 | $ 8,000 | $ 62,134 |
| 9.11 - Facility O&M Manual | 8 | 8 | | 44 | 8 | 40 | 88 | 140 | | | 80 | | 24 | 440 | $ 8,800 | $ 80,928 |
| 9.12 - RPR Services | | | | | | | | | 4503 | | | | | 4,503 | | $ 675,480 |
| ***Subtotal Task 9*** | **397** | **58** | **90** | **684** | **747** | **2159** | **1504** | **2831** | **4503** | **86** | **80** | **0** | **112** | **13,251** | **$ 158,000** | **$ 2,381,783** |
| **LABOR SUBTOTAL (LS)** | **1995** | **1260** | **556** | **2292** | **1869** | **5533** | **5697** | **6082** | **4503** | **1323** | **2327** | **114** | **524** | **34075** | **$ 590,095** | **$ 4,329,619** |
| **Task 10 - Optional Additional Services** | | | | | | | | | | | | | | | | $ 260,000 |
| **Task 11 - Unspecified Additional Service** | | | | | | | | | | | | | | | | $ 150,000 |
| **% Labor per Category** | 5.85% | 3.70% | 1.63% | 6.73% | 5.48% | 16.24% | 16.72% | 17.85% | 13.22% | 3.88% | 6.83% | 0.33% | 1.54% | | | |
| OTHER DIRECT COSTS | | | | | | | | | | | | | | | | $ 180,000 |
| LUMP SUM TOTAL | | | | | | | | | | | | | | | | **$ 4,509,619** |
| NOT-TO-EXCEED TOTAL (TASK 9 ONLY) | | | | | | | | | | | | | | | | **$ 2,381,783** |
| **NOT-TO EXCEED GRAND TOTAL** | | | | | | | | | | | | | | | | **$ 7,301,402** |