

AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND JACOBS ENGINEERING GROUP, INC.
(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 10th, day of March, 2022 by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, FL 32570, and Jacobs Engineering Group, Inc., a for profit organization, authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 95-4081636.

RECITALS

WHEREAS, the County is in need of a contractor to provide engineering services for the Santa Rosa County Regional Reuse System (“Services”); and

WHEREAS, the county issued Request for Qualifications 21-044; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County fully described in the exhibits attached to this contract.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Request for Qualifications 21-044;
- Attachment “B” – Contractors Scope of Services;
- Attachment “C” – Insurance Requirements;
- Attachment “D” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “E” – Scrutinized Companies Certification;
- Attachment “F” – Special Conditions – Additional Federal Requirements;

2. Services. Contractor agrees to provide engineering services for the Santa Rosa County Regional Water Reuse System. The project will consist of a reuse water transmission line from the Navarre Beach WWTP to the Holley-Navarre WWTP, improvements at the Navarre Beach WWTP and a portion of the RIB’s site at Eglin AFB property as outlined in the “Santa Rosa County Regional Water Reuse System” preliminary design dated July 2020. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “B” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require

its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin February 14, 2022, and shall continue through the completion of the project, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of One Million, Seven Hundred Ninety-Three Thousand, Nine Hundred Twenty-Eight Dollars (\$1,793,928.00).

a. Contractor shall submit an invoice every thirty (30) days to the County. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work

being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "C" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Thirty (30) days to cure such default. If the default remains uncured after Sixty (60) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties

agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary ~~for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County~~ **that either party should take legal action against the other by reason of the other's failure to abide by this Agreement, the party who is found to be in violation of this Agreement shall pay to the other party who prevails in said action, the prevailing party's** shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: Environmental Department 6051 Old Bagdad Hwy, Suite 301 Milton, FL 32583
If to the Contractor:		Jacobs Engineering Group, Inc. 25 W. Cedar Street, Suite 350 Pensacola, FL 32502

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally,

any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1)

2)

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment "A" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted

services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

18. Minority/Women's Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

22. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

27. Grant or Agreement Requirements. Through the course of this Agreement the County may be awarded state or federal grants that may fund some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

28. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

29. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

30. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

31. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal

agreement binding on the Contractor and enforceable in accordance with its terms.

32. Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

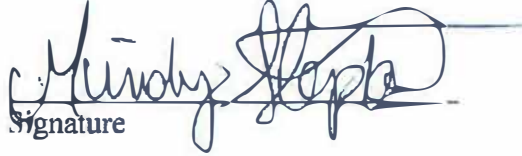
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:



Signature

Mindy Stejskal
Print Name

BY: 
David Stejskal, Vice President

ATTEST:

SANTA ROSA COUNTY, FLORIDA


Donald C. Spencer, Clerk of Court



BY: 
Robert A. "Bob" Cole, Chairman

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Attachment “A”

SANTA ROSA COUNTY, FLORIDA



RFQ 21-044 Santa Rosa County Regional Water Reuse System

July 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTEN WRIGHT**

**-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V**

SECTION I.
Request for Qualifications

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

MEMORANDUM

SRC Procurement Form Memo 015_00_082719

TO: Company Addressed DATE: July 14, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **RFQ 21-044 Santa Rosa County Regional Water Reuse System**

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting qualifications for engineering services for the Santa Rosa County Regional Water Reuse System. The project will consist of a reuse water transmission line from the Navarre Beach WWTP to the Holley-Navarre WWTP, improvements at the Navarre Beach WWTP and a portion of the RIB's site at Eglin Air Force Base property.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 a.m. on August 13, 2021**, at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**RFQ 21-044 Santa Rosa County Regional Water Reuse System**". Please provide the original proposal, labeled "ORIGINAL", and four (4) copies labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

A pre-bid meeting will be held on **July 21, 2021, at 10:00 a.m.** at the Santa Rosa County Engineering, conference room, 6051 Old Bagdad Highway, Suite 301, Milton, Florida 32583. All interested parties are strongly encouraged to attend.

Specifications may be secured by download from the Santa Rosa County Website: www.santarosa.fl.gov/391/Procurement-Office "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to **12:00 p.m. on July 28, 2021**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

SECTION II.
RFQ INSTRUCTIONS AND SUBMITTAL
REQUIREMENTS

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PRE-PROPOSAL ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; Bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

PROPOSED SCHEDULE

Request for Qualifications Published	July 14, 2021
Pre-bid meeting	July 21, 2021 @ 10:00 a.m.
Deadline for Questions	July 28, 2021 @ 12:00 p.m.
Submittals Due	August 13, 2021 @ 10:00 a.m.

PREPARATION OF RFQ

The respondent shall submit proposals in accordance with the public notice.

Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice may be rejected.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the

signature. Santa Rosa County does not accept electronic signatures in proposal submissions. The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**RFQ 21-044 Santa Rosa County Regional Water Reuse System**", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with or without cause and accept the proposal that in its judgment is in the best interest of the County.

DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the responses, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the County.

AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.

Santa Rosa County reserves the right to waive any informalities or reject any and all Responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this Response and to accept the Response that in its judgment will best serve the interest of the County.

FORM OF AGREEMENT:

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

SYSTEM OF AWARD MANAGEMENT

All respondents must be registered with the Federal System of Award Management (SAM) and be up to date on all registration requirements at the time of submitting a response to this Request for Bids. Failure to do so will result in respondent's submittal being deemed as unresponsive.

PROCUREMENT OF RECOVERED MATERIALS

All respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DOMESTIC PREFERENCE

Although the County has no local preference, in accordance with 2 C.F.R. 200.322, the County may consider preference for the use of products and materials produced in the United States.

CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

MISC. FEDERAL REQUIREMENTS

All respondents should be aware that some federal funds may be utilized in the course of services being performed under this agreement, as such, respondent agrees that it shall adhere to all necessary federal regulations. Further, the respondent acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Respondent, or any other party pertaining any matter resulting from any award. Should a federal awarding agency require adherence to Supplemental Standard

Terms and Conditions relevant to any award hereunder, such conditions will be included for review and approval as a condition any amendment or task order.

UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

PROTECTION OF RESIDENT WORKERS

The Santa Rosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Santa Rosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Santa Rosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

SECTION IV.
PROJECT MANUAL, SPECIFICATIONS, PLANS AND
SUPPORTING DOCUMENTATION

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SANTA ROSA COUNTY, FLORIDA



RFQ 21-044 Engineering Design Services for the Santa Rosa County Regional Water Reuse System

May 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTON WRIGHT**

**DISTRICT I
DISTRICT II
DISTRICT III
DISTRICT IV
DISTRICT V**

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Design Services Contract for Professional Engineering Services Minimum Specifications

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting qualifications for engineering services for the Santa Rosa County Regional Water Reuse System. The project will consist of a reuse water transmission line from the Navarre Beach WWTP to the Holley-Navarre WWTP, improvements at the Navarre Beach WWTP and a portion of the RIB's site at Eglin AFB property as outlined in the "Santa Rosa County Regional Water Reuse System" preliminary design dated July 2020 by Jacobs Engineering. In determining whether a firm is qualified, the County shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; understanding of Federally funded projects; similar project experience; willingness to meet time and budget requirements; recent, current, and projected workload of the firm. The RFQ submission is outlined under "Proposal Requirements". Firms should demonstrate their knowledge of federal grant programs and experience with similar projects within their qualifications.

Project Scope

The project scope consists of the surveying, geotechnical investigation, testing, specification preparation, project design/development, property/right of way/easement acquisition, permitting, construction and project management (CEI) of a transmission line from the Navarre Beach WWTP to the Holley-Navarre WWTP, improvements at the Navarre Beach WWTP and additional cell construction to increase the RIB's capacity. The transmission line will consist of 2.4 miles of 16" pipe installed by direct bury and 1.3 miles of 16" pipe installed by horizontal directional drilling. The improvements at the Navarre Beach WWTP will include the replacement of four existing tertiary effluent filters with two new disc effluent filters, construction of an effluent pump station, and installation of plant service water supply pumps and a pneumatic tank. Additional cells, at the Eglin RIB site, will be constructed when the Navarre Beach WWTP is upgraded and connected to the intermediate pump station at the Holley-Navarre WWTP. The construction of these RIB cells will add an additional 0.9 mgd of capacity the Eglin RIB site. The following permits are anticipated; Navarre Beach WWTP FDEP operational permit modification, FDEP environmental resource permit, FDEP/USACOE dredge and fill permit, Santa Rosa County utility/building/development permit, and FDOT utility permit. The probable cost of construction is \$11,600,000. Engineering permitting and design is estimated to be two years. Estimated construction is approximately two years.

The information outlined above is in the "Santa Rosa County Regional Water Reuse System" preliminary design dated July 2020 by Jacobs Engineering and will be made available to all engineering firms submitting an RFQ.

Period of Performance

The probable cost of construction is \$11,600,000. Engineering, permitting, and design is estimated to be two years. Estimated construction is approximately two years.

Anticipated Schedule and Deadlines

Proposals will be immediately evaluated and ranked following the proposal due date as outlined in the evaluation criteria and selection process. It is expected that the Board of County Commissioners will approve the highest-ranking firm. Upon contract execution and issuance of a Notice to Proceed, the selected firm will be expected to immediately commence design efforts.

Federal Funding Requirements

The anticipated projects will be submitted for consideration of federal funding programs. As such, the federal requirements for selected engineering firm(s) and all sub-contractor(s) must comply with Code of Federal Regulations (2 CFR Part 200), Appendix II. The selected firm(s) will be required to provide said documentation after the selection process has been completed:

- Certification that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this project by any Federal department or agency.
- Submit a Truth in Negotiation Certification form which will be included as an attachment to the Standard Professional Services Agreement.
- Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms: The selected engineering firm must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and subcontractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities.

Proposal Requirements

Qualifications shall be demonstrated in a written proposal and include the following information tabbed as instructed below:

Tab 1 - Letter of Interest

Respondent shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm contractually. The letter shall include the business address, telephone number, e-mail, and the name of the prime consultant that the County can contact for additional information (2-page limit).

Tab 2 - Company Profile

Respondent shall provide a brief profile of their company, which should include their firm's legal name; history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and firm's field of expertise.

Tab 3 – Qualifications of Key Personnel

Describe the education, experience and relevant abilities of key personnel and proposed subcontractors who will be responsible for project completion and identify their precise role in accomplishing the work. Awards, certifications, and other information demonstrating personal and professional integrity and competence should be included. Include information on current and projected workloads of each key personnel to demonstrate ability to meet time requirements.

Tab 4 – Approach to Project/Understanding

Demonstrate understanding of proposed project types and the technical approach to be taken in addressing the proposed work. Identify specific issues for this work that are unique or problematic, and what steps should be taken to address these complex issues. The description shall include understanding of design and permitting in Coastal areas; horizontal directional drilling; utility systems engineering; project schedule/work management plan strategy to outlining the service performance time expected for project types. Identify financial issues that may increase costs. Quality Assurance/Quality Control: The qualifying firm shall provide documentation of its quality assurance/control program, which details the system and checks it uses to ensure quality products.

Tab 5 – Firm Familiarity with federally funded projects

Identify the firm's prior work experience with federal grant programs, particularly those subject to the Office of Management and Budget's Uniform Guidance (2 CFR 200). List each project separately to include jurisdiction name, project name and type, and grant amount. Describe specific areas of expertise and knowledge of the federally funded projects.

Tab 6 – Similar Project Experience

Identify ten (10) of the firm’s prior project experience, within the last five years, specific to surveying; geotechnical services; engineering design, stormwater design, environmental design, development of construction plans; horizontal directional drilling, wastewater treatment plant design, RIB’s design, environmental permitting, project cost estimates; bid document preparation; post construction engineering services and other miscellaneous engineering and planning services. Please detail dollar value of each related contract and your time schedule for accomplishing the respective phases of basic services. Indicate the individuals on your staff who had responsibility for each project and whether these people are still with your firm.

Tab 7 – Professional References

Provide a list of references with names, titles, phone numbers and e-mail addresses of persons representing the owner and general contractor for at least five (5) similar projects identified in Tab 6.

Selection Process and Criteria

Professional services are being procured in accordance with the Consultants’ Competitive Negotiation Act (F.S. 287.055) and Office of Management and Budget Uniform Guidance for Federal Awards (2 CFR 200). The selection process will also be in accordance with the most current version of *Santa Rosa County’s Procurement and Purchasing Policy Manual*, which is available upon request.

The most highly qualified firm will be selected based on such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; current and projected workloads of the firm; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Other factors that may be considered include a demonstrated knowledge of federal grant programs including familiarity with FEMA’s Benefit Cost Analysis technical process, RESTORE Act requirements, as well as prior design experience with Santa Rosa County specific to federally funded projects.

The criteria and weighting that will be used to evaluate and score proposals is outlined on the Evaluation Criteria and Scoring Form, attached as Appendix A.

Representatives from the County Engineering Department and Procurement Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

1. Evaluation Committee may consist of 3 to 5 staff members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
2. The County Administrator or designee shall determine the Evaluation Committee (s) that will best serve the needs of the County.
3. Membership of all Evaluation Committees shall be approved by the County Administrator or designee and shall have a conflict-of-interest form on file.
4. Evaluation of Submittals. Only written responses of statements of qualifications, performance data, and other data received in the procurement office by the publicized submission time/date shall be evaluated.
5. The initial ranking of submittals is based upon the points given in the RFQ Respondent Instructions. (Appendix A)
6. Shortlisting. The best qualified respondents shall be based upon the Evaluation Committee's ability to differentiate applicable to the scope and nature of the services to be performed as indicated by the ratings. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Administrator, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
7. Presentations/ Interviews. The Evaluation Committee may choose to conduct formal presentation/interviews with shortlisted firms prior to final ranking.
8. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the County Administrator or Board, as appropriate, prior to beginning contract negotiations.

APPENDIX A
RFQ EVALUATION CRITERIA SCORING MATRIX

FOR PROFESSIONAL ENGINEERING SERVICES

Evaluation Factors	Points Available	Names of Firms			
		FIR M 1	FIR M 2	FIR M 3	FIR M 4
Understanding of Request and inclusion of all required documentation	10				
Ability to devote the needed time and staff resources to the project based on current workload to commence services and complete services within time parameters	20				
Demonstration of knowledge or unique qualifications for proposed project types for consultant staff to effectively administer the projects (design/permitting).	10				
Firm's designation as certified minority business enterprise, women's business enterprise, or labor surplus firm.	5				
Firms previous experience with design on federally funded projects.	10				
Project personnel's experience in public sector federally funded projects. Provide an example for each design staff member proposed.	10				
Similar project experience and performance in design and permitting with the project types.	20				
Firm's QA/QC procedures (record keeping, QA/QC for design standards, communication to client)	5				
Firm's reputation and competence including technical education, training, timeliness, cost control and quality of work. Provide 3 reference letters regarding 3 different projects for similar public sector projects.	10				
TOTAL POINTS:	100				

DIRECTIONS: Score each firm in each category. In the event of a tie, an alternate evaluator will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tie-breaker.

Evaluator's Name: _____

Signature: _____

Time spent reviewing submittals: _____ hrs.

Date: _____

Point Spread (score can be between ranges below) _____

20 Point scale: 20 = Perfect 15 = Good 10 = Missing key elements

10 Point scale: 10 = Perfect 7 = Good 3 = Missing key elements

5 Point scale: 5 = Perfect 3 = Good 1 = Missing key elements

APPENDIX C

Title 2 Part 200

Appendix II

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2:1.1.2.2.1.6.51.23.6 : Appendix II

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of

parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**Attachment “B”
Contractors Statement
of Work**



Regional Reuse Phase II

Santa Rosa County

January 4, 2022



Regional Reuse Phase II

Project No: BPO00AD9
Date: January 4, 2022
Client Name: Santa Rosa County
Project Manager: Daniel Broxson
Author: Daniel Broxson, Michael Stickley
Approved BY: Nick Freeman

Jacobs Engineering Group Inc.

25W. Cedar Street
Suite 350
Pensacola, FL 32502
United States
T +1.850.438.2740

www.jacobs.com

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Document history and status

Revision	Date	Description	Author	Checked	Reviewed	Approved

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Attachment A, B, C

Background

Since 1999, Santa Rosa County Board of County Commissioners has been investigating potential alternatives for the disposal of effluent from the Navarre Beach Wastewater Treatment Plant. The development of a regional reuse system for south Santa Rosa County was deemed the best alternative, which included the development of a Rapid Infiltration Basin (RIB) on Eglin Air Force Base (EAFB) that could be used by the utilities operating on the Fairpoint Peninsula and Santa Rosa Island. In 2007 the County began to prepare a Schematic Design Report (SDR) for a 7-MGD RIB system to be implemented on the EAFB site. Completion of the SDR was suspended due to the 2008 economic downturn and resulting reduced water demand. In 2019, the work on the SDR resumed and was completing it in April 2020. The SDR identified preliminary pump selections, proposed transmission main alignment, and the approach for construction and operation of the RIBs.

The Regional Reuse System will be completed as part of two Phases. Phase 1 includes construction of an effluent pump station at Holley-Navarre Wastewater Treatment Plant (WWTP), a transmission main from the pump station to the EAFB site and 1.5 MGD of the RIBs.

This purchase order provides for the completion of Phase II of the Regional Reuse System for Santa Rosa County (OWNER). Phase II provides for the design and construction of a pump station and transmission main to convey reuse water from the Navarre Beach WWTP to the effluent pump station constructed at the Holley-Navarre WWTP where the combined reuse water from the two WWTPs will be conveyed through the force main constructed as part of Phase 1 to the RIBs. The design of this conveyance system will allow its future conversion for use in the conveyance of raw sewage in the event it is decided to remove the Navarre Beach WWTP from service and convey all flow to the Holley-Navarre WWTP. Work as part of this project includes increasing the capacity of the effluent pump station at the Navarre Beach WWTP along with expansion of the RIBs. The project also includes a new filter system at the Navarre Beach WWTP. The SDR prepared in April 2020 services as the design basis for approaches and concepts to be advanced and completed as part of Phase II.

It is understood that this is a high priority project and Jacobs (ENGINEER) will work with Santa Rosa County (OWNER) and permitting agencies to coordinate and execute this project in a timely manner in accordance with the provisions included herein and in the Agreement between Santa Rosa County and Jacobs Engineering Group Inc, dated January 26, 2022. The work to be performed as part of this project is divided into eight tasks:

- 1) Progress Reporting
- 2) Project Kickoff and Design Data Collection
- 3) Detailed Design
- 4) Bidding Assistance
- 5) Construction Phase Services
- 6) Topographic and Bathymetric Survey
- 7) Subsurface Investigation
- 8) Wetland Survey
- 9) Permitting Assistance
- 10) Funding Support

The following provides a summary of the work to be performed as part of each task.

1. Progress Reporting

As part of this task the ENGINEER will provide monthly progress reports that summarizes the work completed for that period and work anticipated for the upcoming month. The report will include the ENGINEER's monthly invoice and a summary of relevant issues related to change in scope, schedule or cost.

2. Project Kickoff and Design Data Collection

As part of this task the ENGINEER will perform the following major work items as detailed and described within the Scope of Services.

2.1 Kickoff Meeting

ENGINEER will conduct a kickoff meeting with OWNER to discuss goals and expectations, project risks and mitigation, and review the scope of services and project schedule. Meeting minutes will be prepared by the ENGINEER to summarize major decisions and action items. Minutes will be distributed to OWNER for review following the kickoff meeting.

2.2 Site Visit

As part of this work item the ENGINEER will perform field site visits to the OWNER wastewater treatment plant (WWTP) and drive the alignment for the proposed transmission main. Specific items to be reviewed and documented for use in design include:

- Review and discuss of the location for construction of a new pump station. Review record drawings with plant staff and discuss operational considerations/concerns to include discussion of peak flow management and storage in the event of a pump station outage. Discussions will also include the long-term potential for elimination of the Navarre Beach WWTP and conversion of the reuse pump station to raw wastewater station.
- Highway Crossings
- Wetland, Waterbody, and Stream crossings
- Impacts to traffic, residences businesses
- Other design considerations such as minimizing property damage, damage to old growth trees, etc.
- Surveying and geotechnical investigation to be performed as part of this project are detailed within Tasks 6 and 7.

Task 2 Deliverables

- Kickoff Meeting Minutes
- Survey
- Geotechnical Data Report

Meetings

- Kickoff Meeting

Assumptions

- Project kickoff workshop will be conducted at the earliest date possible following issuance of the Notice-to-Proceed that accommodates project team members. It is anticipated that some of the ENGINEER'S key designers may participate by conference call. The meeting is not anticipated to extend beyond 2 hours.
- With the performance of the surveying and geotechnical investigation it is anticipated that this task will take approximately 5 months to complete after the kickoff workshop. This schedule is dependent upon the utility location services, weather impacts on the performance of surveying and geotechnical investigation, along with any delays experienced obtaining permits for the geotechnical investigation. OWNER will be notified in a timely manner if any work-related issues/delays are encountered. Geotechnical exploration locations were selected assuming that the alignment is as generally identified in the 2020 SDR.

3. Detailed Design

As part of this task, the ENGINEER will develop contract documents consisting of drawings and specifications. The contract documents will be developed and delivered as part of the following tasks:

- Task 3.1 - Design Development (60 percent Design)
- Task 3.2 - Final Design Documents (90 percent Design)
- Task 3.3 - Bid Ready Documents (100 percent Design)
- Task 3.4 - Design Workshops
- Task 3.5 - Easement and Right-of-Way Acquisition

A description the work to be performed as part of this task is outlined below. The contract documents prepared will include contracting and procurement documents, technical specifications, standard details, MBE/DBE forms if applicable, geotechnical reports and other appendices or documents that are required for bidding and construction purposes. The contract documents will be developed using OWNER's front-end documents (Division 0 and Division 1 standard documents) and the ENGINEER's technical specifications.

An internal review will be performed of all deliverables. Reviews will be documented on the ENGINEER's standard form. All comments will be adjudicated, and accepted comments incorporated prior to submission of the deliverable.

3.1 Design Development (60-Percent Design)

As part of this task plan and profile drawings will be developed for the transmission main. The drawings will identify the proposed construction method by station. Mechanical plan and section drawings, electrical drawings, and instrumentation and control (I&C) drawings for the pump station will be prepared. RIBs drawings and details will be prepared for expansion of the site to increase the capacity along with manage the stormwater. Additionally, drawing will be prepared for the new filter system to be constructed at the WWTP.

The project includes the following trenchless pipe installations:

- Santa Rosa Sound
- Williams Creek
- Highway 98

Technical specifications will be prepared for all major equipment proposed for installation as part of the project including pipe and other major appurtenances. No front-end documents (Division 0) or general specification (Division 1) will be prepared as part of the 60 percent design package.

The SDR will serve as the basis of design for the work to be performed as part of design. Any significant changes to the original concepts and approaches will be documented within a Technical Memorandum (TM) and submitted to the OWNER. This will be further discussed as part of the review workshop.

ENGINEER will prepare a Class 2 construction opinion of probable cost with the 60 percent design. Class 2 accuracy is typically +20 percent to -15 percent.

A review workshop will be conducted by the ENGINEER with OWNER to review the drawings, technical specifications for the major equipment along with the cost estimate. The TM documenting major changes (if any) will also be reviewed. Meeting minutes will be prepared by the ENGINEER for the workshop to document major decisions and action items. Accepted comments will be incorporated the 90% design documents.

Review meetings will be performed as described and detailed in Task 3.4

Deliverables

- Two printed, full size copies of the drawings along with an electronic (PDF).
- Technical Specifications for major equipment and components
- Class 2 opinion of probable cost
- Project schedule (updated from SDR)
- TM documenting any major changes from the SDR (if applicable)

3.2 Final Design Documents (90-Percent Design)

The purpose of this task is to develop final design drawings, specifications, and schedules for a final review. The ENGINEER will progress the design and modify the contract documents to incorporate agreed upon 60 percent review comments. At this phase of design overall concepts, equipment, alignments, locations, etc. are considered frozen based upon the approval of the 60% design.

Technical specifications will be advanced and will include the client's front end and other documents required for project administration and construction of the designed facilities.

ENGINEER will update the opinion of probable cost to provide a Class 1 opinion based on 90 percent Design Drawings and Technical Specifications. A Class 1 estimate is typically considered to have an accuracy of+ 15 percent to -10 percent.

Any activities required for final preparation and submission of permitting documents will be performed as early in this design phase as possible to maximize the time allowed for agency review and approval.

A review workshop will be conducted by the ENGINEER with OWNER to review the drawings and technical specifications along with the cost estimate. Meeting minutes will be prepared by the ENGINEER for the workshop to document major decisions and action items. Accepted comments will be incorporated the final bid ready documents.

As part of this phase of design a final site/plan in hand walk of the effluent pump station site, transmission main alignment, filter system and RIB site will be performed to review the design and construction work to be performed. The intent is to identify issues or additional coordination requirements to reduce the potential for change orders and construction delays.

Deliverables

- Two printed, full size copies of the drawings and Project Manual along with an electronic (PDF).
- Class 1 opinion of probable cost
- Project schedule (updated from 60%)

3.3 Bid Ready Documents (100-Percent Design)

The purpose of this task is to develop the final contract drawings and specifications for competitive bidding. ENGINEER will modify the contract documents to incorporate agreed upon 90 percent review comment and applicable regulatory agencies reviews. Final bid ready construction drawings and specifications will be prepared. The cost estimate and schedule prepared for the 90% design will be reviewed and updated if needed. No review workshop will be performed as part of this design phase.

Deliverables

- Two printed, full size copies of the drawings and Project Manual along with an electronic (PDF).
- Class 1 opinion of probable cost
- Project schedule (updated from 90%)

3.4 Design Workshops

ENGINEER will conduct a series of workshops at critical periods during the development of the project design as described below. All documents to be reviewed will be provided a minimum of two weeks in advance of the workshop.

3.4.1 Design Development (60 Percent) Workshop

A workshop will be conducted to review the 60-percent designs and solicit/discuss comments. Following the workshop, meeting minutes and responses to comments will be prepared and submitted. The agreed responses to comments will be incorporated into the 90 percent Construction Documents.

3.4.2 Final Design (90 Percent) Workshop

A workshop will be conducted to review the 90-percent designs and solicit/discuss comments. Following the workshop, meeting minutes and responses to comments will be prepared and submitted. The agreed responses to comments will be incorporated into the bid ready documents.

Deliverables

- Meeting minutes from each workshop.

Assumptions

- OWNER will have reviewed the draft documents prior to the workshops and be prepared with input and/or questions for discussion.

- Subject to the conditions described herein, up to two people from the ENGINEER's team will attend each of the workshops. Each workshop will be approximately 1 hour. Additional ENGINEER team members may participate in workshops remotely if required.
- Drawings will be delivered in AutoCAD format and formatted 22 x 34-inch. The ENGINEER may use multiple platforms to prepare the drawings to best facilitate the design work and coordinate between the design disciplines.
- The work as part of this project will be designed for bid as a single project/package.

Deliverables

- Meeting minutes from each workshop.

Assumptions

- The contract documents will include the requirements for the contractor to obtain a NDPES/Stormwater permit from FDEP. Preparation of these documents is outside of the work that will be performed by the ENGINEER.
- OWNER will be responsible for all fees associated with regulatory submittals and submit the permit package to the agency for review and approval.
- Work in wetlands will be minimized to accelerate the permitting timeline and reduce the effort required to obtain approval from FDEP and USACE. Where crossings of wetlands are required the transmission main will be installed by trenchless methods.

3.5 Easement and Right-of-Way Acquisition

ENGINEER will prepare and submit an Acquisition List as part of the 60% design for review with OWNER. The submittal will consist of parcel and property ownership information and Land Tie data in accordance with OWNER standards.

Deliverables

- Acquisition List
- Drawings and Land Tie data

Assumptions

- ENGINEER has included an allowance within this purchase order for preparation of documents for six easements. The surveyor will be responsible for preparation of drawings and land tie data as needed.
- A total of 40 hours has been included for the ENGINEER to participate in meetings to discuss the easements and provide other assistance if required to include responding to questions.

4. Bidding Assistance

As part of this task the ENGINEER will:

- Prepare public announcements and bid notices. These will be provided to the OWNER in MS Word format for placement in the local newspapers.
- Prepare sets of contract documents for distribution to potential bidders. These will be sold by the ENGINEER and produced as required.

- Maintain current list of plan holders.
- Distribute contract documents to commercial plan rooms.
- Answer bidder's questions regarding the Contract Documents. A weekly summary of bidder's questions will be submitted to the OWNER in the form of a memorandum.
- Prepare and distribute addenda required to address Contractor comments/questions.
- Conduct a pre-bid meeting.
- Attend and assist with the bid opening.
- Tabulate and evaluate the submitted bids and provide an award recommendation to the OWNER. This evaluation will be in the prepared in the form of a memorandum that summarizes the submitted bids, reasonableness and responsiveness of each bid and provides a recommendation for award.
- Conform the contract documents to include all addendum items for final contract execution.
- Any delays in or failure of performance by Engineer shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer including but not limited to delays arising from a reasonable assessment as to the safety or health of Consultant personnel or from travel restrictions as a result of the COVID-19 or related virus. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

Deliverable Summary

- Summary of plan holders updated weekly.
- Weekly summary of Bidder's questions.
- Addenda.
- Minutes from pre-bid meeting.
- Bid tabulation, evaluation, and recommendation for award.
- Conform the Contract Documents to include all Addendum items, bid form and contract for execution by the OWNER. (5 copies)

Deliverables

- Public Announcement
- Question responses
- Preparation of addenda
- Conformed documents

Meetings

- Pre-bid meeting and site walk

Assumptions

- All cost associated with advertisement will be the responsibility of OWNER.
- Up to two of the ENGINEER's staff will participate in the pre-bid meeting.

5. Construction Phase Services

As part of this task, the ENGINEER will provide construction phase services to include resident observation.

Specific work items are outlined in the following sections to be provided as part of each Phase.

5.1 Pre-Construction Meeting

After award the ENGINEER will attend a pre-construction meeting with the Contractor and OWNER. The meeting will be led the ENGINEER.

5.2 Shop Drawings, Samples and Submittals

Submittal Schedule: ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Review of Shop Drawings, Samples and Submittals: ENGINEER will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. ENGINEER will log and track all shop drawings, samples, and submittals.

ENGINEER and design team's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.

ENGINEER will provide technical reviews of the Contractor's shop drawings, samples, and other submittals and maintain logs.

Scope of Review: ENGINEER's scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of two submissions by the Contractor for each shop drawing, sample, or submission. Should there be additional reviews required of ENGINEER and design team, ENGINEER shall be entitled to additional compensation. This additional compensation will be in accordance with the Contract Documents.

5.3 Monthly Progress Meetings

The ENGINEER will schedule and conduct monthly progress meetings with the Contractor, assuming 16 months of construction. A schedule will be prepared and distributed prior to the meeting. Meeting minutes will be prepared by the ENGINEER within 48 hours after the meeting and distributed in electronic format.

5.4 Contractor Clarifications and Requests for Information (RFI/CCIR)

Requests for Information: ENGINEER will review the Contractor's requests for information or clarification of the contract for construction. ENGINEER will coordinate such review with the design team and with OWNER as appropriate. ENGINEER will coordinate and issue responses to the requests. ENGINEER will log and track the Contractor's requests.

ENGINEER will review and provide written responses to the Contractor's request for interpretation or clarification of the contract documents as is reasonable and in a timely fashion.

Proposed Substitutions: ENGINEER will assist OWNER in reviewing and responding to the Contractor's requests for substitution of materials. ENGINEER will review such requests and will advise the COUNTY as to the acceptability of such substitutions.

5.5 Construction Contract Administration

Payments to Contractor: ENGINEER will receive and review the Contractor's requests for payment. ENGINEER will determine whether the amount requested reflects the actual progress of the Contractor's work and is in accordance with the contract for construction. ENGINEER will provide recommendations to OWNER as to the acceptability of the requests. ENGINEER will advise OWNER as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Recommendations by ENGINEER to OWNER for payment will be based upon ENGINEER's knowledge, information, and belief from its observations of the work on site and survey data provided by the Contractor that the work has progressed to the point indicated.

Correspondence and Communications: ENGINEER will coordinate written communications among the Contractor, ENGINEER and OWNER during construction. ENGINEER will prepare written communications to the Contractor and provide recommendations to OWNER for written communications between OWNER and Contractor.

5.6 Changes

Minor Variations in the Work: ENGINEER may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time extensions for construction and that are not inconsistent with the letter and intent of the contract documents.

Coordinate Issuance of Changes: ENGINEER will prepare and assist OWNER with the issuance of changes to the contract for construction. ENGINEER will prepare drawings, specifications, and other information for the change to ensure consistency with the work required as part of the overall project.

ENGINEER will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist OWNER with negotiations of the proposal and, upon approval by OWNER, prepare final change order documents for execution by OWNER and Contractor.

Review of Contractor's Requested Changes: ENGINEER shall review all Contractor -requested changes to the contract for construction. ENGINEER will review proposed changes with the design team and make recommendations to OWNER regarding the acceptability of the Contractor's request and, if recommended by the ENGINEER and approved by OWNER, assist OWNER in negotiations of the requested change. Upon agreement and approval, ENGINEER will prepare final change order documents.

ENGINEER will assist OWNER with the issuance of requests from the Contractor for changes and will issue field orders for minor variations in the Work.

5.7 Claims and Disputes

ENGINEER will receive, log, and notify OWNER about all letters and notices from the Contractor concerning claims or disputes between the Contractor and OWNER pertaining to the acceptability of the work or the interpretation of the requirements of the contract documents for construction. ENGINEER will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. ENGINEER will advise OWNER regarding the Contractor's compliance with the contract documents

requirements for such claims and disputes. ENGINEER will assist the COUNTY in discussions with the Contractor to resolve claims and disputes.

ENGINEER will not issue decisions on Contractor claims or disputes. ENGINEER will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

5.8 Services During the Close-out Phase

Substantial Completion: ENGINEER will assist OWNER in issuing documents for substantial completion and acceptance of the work. ENGINEER will advise OWNER on payment, and partial release of retention.

Final Completion: ENGINEER will assist OWNER in issuing documents for final completion and acceptance of the work. ENGINEER will advise OWNER on final payment, release of retention, and release of insurance and bonds.

Warranties, Guarantees, Lien Releases: ENGINEER will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. ENGINEER will advise OWNER as to the acceptability and compliance of these documents with the contract for construction.

5.9 As-Built/Constructed Documents

ENGINEER will review as built/as constructed drawings prepared by the CONTRACTOR. The Contractor will be required to utilize the services of a licensed surveyor to map all new work performed as part of this project, prepare and sign/seal the final drawings.

5.10 Field Observations

Independent Testing, Inspection and Survey Services: Contractor shall be responsible for all testing as part of this project. ENGINEER will review the reports and other information from the results of testing, inspections, and survey services. ENGINEER will assist in coordinating schedules and the transmittal of their reports, findings, or other information to OWNER. ENGINEER shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection, and survey firms.

Review of Work: ENGINEER will conduct on-site observations of the Contractor's work for the purposes of determining if the work conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor.

The basis for this task is that these observations will take place two (2) days per week for a period of approximately 12 months. It is anticipated that the total allowed construction duration will be 16 months with no inspection required for approximately four (4) months due to the typical up-front submittal review period mobilization/demobilization and due to weather.

ENGINEER's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. ENGINEER does not guarantee the performance of the Contractor. ENGINEER's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and ENGINEER shall not assume liability in any respect for the construction of the project.

ENGINEER shall obtain written plans from the Contractor for quality control of its work and will monitor the Contractor's compliance with its plan.

Deficient and Non-conforming Work: Should ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, ENGINEER will bring this to the attention of the Contractor and to the OWNER in writing. ENGINEER will thereupon monitor the Contractor's corrective actions and shall advise OWNER as to the acceptability of the corrective actions.

Subsurface and Physical Conditions: Whenever the Contractor notifies the ENGINEER or OWNER of subsurface or physical conditions at the site which the contract for construction provides should be so notified, ENGINEER will advise OWNER and inspect the conditions at the site. ENGINEER will advise OWNER as to the appropriate action(s) and will assist OWNER in responding to the Contractor.

Substantial and Final Completion: ENGINEER will assist OWNER with inspections at substantial and final completion, in accordance with the contract for construction. ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. ENGINEER shall make recommendations to OWNER regarding acceptance of the work based upon the results of the final inspection.

5.11 Trenchless Inspection (OPTIONAL)

Specialized inspection of Trenchless Crossings: Construction of trenchless works inherently involves a greater risk of encountering differing conditions and experiencing delays. In the ENGINEER's experience qualified full-time inspection of trenchless works can provide significant benefit to OWNERS. The full-time inspector is immediately available to respond to contractor questions, provide ready data to the engineer and owner on progress, delays, and possible betterments, and collect detailed data that can be used by both parties to the Contract to resolve disagreements and collaboratively document and process out of scope work. The basis for this optional task is that these observations will take place six (6) days per week for up to 3 periods of approximately 6 months in total.

5.12 Safety and Environment

ENGINEER will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. ENGINEER will notify affected personnel of any site conditions posing an imminent danger to them which ENGINEER observes.

ENGINEER is not responsible for health or safety precautions of construction workers. ENGINEER is not responsible for the Contractor's compliance with health and safety, and environmental requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations; or with federal, state, or local environmental laws, and regulations.

Deliverables

- 1) Monthly Meeting Agenda and Minutes
- 2) Reviewed Contractor's requests for payment
- 3) Field Orders.
- 4) Change Orders.
- 5) Copies of approved Shop Drawings, Samples and Submittals submitted by the Contractor.
- 6) Responses to Requests for Information from the Contractor.
- 7) Field observation reports
- 8) Record/As Constructed Drawings

9) Daily detailed trenchless field reports (OPTIONAL TASK 5.12)

Assumptions and Additional Considerations:

- a) Safety and Environment
 - The ENGINEER will manage the health, safety, and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. The ENGINEER will notify affected personnel of any site conditions posing an imminent danger to them which the ENGINEER observes.
 - The ENGINEER is not responsible for health or safety precautions of construction workers. The ENGINEER is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
- b) The ENGINEER is not responsible for any environmental conditions associated with construction workers. The ENGINEER is not responsible for the Contractor's compliance with environmental requirements in the contract for construction, land restrictions, environmental covenants or with federal, state, or local environmental laws and regulations. OWNER will as part of this Agreement:
 - Examine information submitted by the ENGINEER and render in writing or otherwise provide decisions in a timely manner.
 - Furnish required information and approvals in a timely manner.
 - Cause all agreements with the Contractor to be consistent with the ENGINEER AGREEMENT.
 - Acknowledges that, the ENGINEER has no role in generating, treating, storing, or disposing of Hazardous Waste, hazardous substances, or hazardous materials, which may be present at the PROJECT site, and the ENGINEER has not benefited from the processes that produced such Hazardous Waste, hazardous substances, or hazardous materials.
 - Acknowledges that, no Hazardous Waste, hazardous substances, or hazardous materials encountered by CONTRACTOR in performing, or associated with, the Work shall at any time become the property of the ENGINEER.
 - Sign manifests and obtain generator identification number when required by laws and regulations.
- c) ENGINEER shall not be responsible for regulatory agency delays.
- d) The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to Client and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- e) ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

- f) The presence of ENGINEER's personnel at a construction site is for the purpose of providing to Client a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- g) Record drawings will be prepared, in part, based on information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings
- h) The following are Additional Services that may be provided by the ENGINEER upon authorization of OWNER and agreement on compensation to the ENGINEER.
 - Services related to development of OWNER's project financing and/or budget.
 - Services-related procurement or management of third-party contractors for services other than testing, inspection, and survey firms.
 - Performance of materials testing, specialty testing, and surveying services.
 - Services necessary due to the default of the Contractor.
 - Services related to damages caused by fire, flood, earthquake, or other "Acts of God."
 - Services related to OWNER's operation and use of the completed PROJECT other than as specifically provided in the above scope of work.
 - Services related to warranty claims, enforcement, and inspection.
 - Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims.
 - Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the PROJECT.
 - Services supporting OWNER in public relations activities.
 - Development, coordination, or participation in partnering programs.
 - Value engineering or similar value analysis studies.

6. Topographic, Bathymetric, and Wetland Survey

Work to be performed by the ENGINEER as part of this task includes obtaining a topographic, boundary and wetland survey of the entire length of the transmission main alignment(s) and portions of the WWTP site where the proposed new pump station will be sited. Other portions and structures within the WWTP will be surveyed as needed to confirm elevations. This task includes an allowance for the performance of ground penetrating radar surveys of select portions of the alignment along with potholing to map existing utilities.

6.1 Topographic and Bathymetric Survey

The ENGINEER will contract with a surveyor to perform a topographic, bathymetric, and boundary surveys as described in Attachment A.

The survey will begin at the Navarre Beach WWTP site at the proposed location of the pump station. This portion of the survey will be performed first to allow start of design of the pump station while the alignment survey work continues.

The width of the survey along the transmission main alignment will vary by location but as a minimum will include the full width of the existing easements along with additional area to capture property lines and right-of-way. Sufficient data will be captured to develop/verify Land Tie and right-of-way acquisition data for additional permanent and temporary construction easements were deemed necessary. As part of this work existing above grade and subsurface utilities, edge of pavement, curb, sidewalks, trees, etc. within the easement/right-of-way will be mapped.

Assumptions

- Subsurface utility engineering (SUE) will be performed by surveyor to identify the vertical and horizontal location in key utility corridors. Refer to Attachment A for a map showing the location of SUE.
- Surveyor will map wetlands and wetland boundaries following wetland delineation.
- Surveyor and ENGINEER will document conditions/findings along the alignment that require additional investigation for potential contamination or other issues that could present challenges, increase cost for construction, and reduce the life of the high-density polyethylene transmission main. ENGINEER will notify OWNER of issues found during mapping.
- Bathometric survey data will be collected for the East Bay Crossing to a width of 100 feet either side of the proposed alignment.
- ENGINEER will provide up to five (5) days for assistance in the field, to walk portions of the work with the surveyor to resolve issues encountered, and to ensure the required data is collected.

Deliverables

- Final Survey (to be used in Drawings).

6.2 Ground Penetrating Radar and Potholing

The ENGINEER employs the services of a specialty firm to map subsurface utilities within select portions of the alignment using ground penetrating radar (GPR). Work as part of this includes limited potholing in areas where the GPR results were inconclusive due to the material of construction of the utility, high groundwater table or other interferences with the technology. Results from the subsurface mapping will be included in the design drawings.

Deliverables

- Data from subsurface utility survey for inclusion in design drawings

Assumptions

- The work as part of this task will be paid from an allowance. This work will be performed on a time and material basis within areas where mapping of the utilities is considered critical for development of an accurate, constructable design.

7. Subsurface Investigation

7.1 Geotechnical Data Collection

The ENGINEER will contract with a geotechnical engineer to perform soil borings and soil testing as described in Attachment B.

Borings will be taken to gather information along the route for open cut installation, trenchless installations, and for the pump station at the Navarre Beach WWTP. It is assumed that no additional geotechnical data is required for design of the stormwater basins/ponds at the RIBs.

This task includes up to five (5) days for the involvement of the ENGINEER's primary geotechnical engineer to assist with placement of borings, calls with the geotechnical firm to discuss the work to be performed and resolution of issues encountered during the subsurface investigation.

7.2 Geotechnical Design Memorandum

The ENGINEER will summarize the results of the geotechnical investigation into a geotechnical design memorandum including recommendations to support design of the transmission main, pump station, and RIBs.

7.3 Geotechnical Baseline Report

The ENGINEER will present all geotechnical interpretation for use during construction of the trenchless crossings in a GBR. The use of a GBR is considered standard of practice throughout North America for trenchless construction and its use in other forms of below-grade construction continues to grow. Its use in trenchless construction is a direct result of the inherently risky nature of trenchless work. To address preparation of these documents, the American Society of Civil Engineers (ASCE) has published a second edition of their guidelines for preparation of GBRs. The guidelines represent a consensus opinion within the industry on a range of issues affecting the Owner's subsurface financial risk.

The GBR is a contract document that establishes a contractual understanding of the geotechnical conditions anticipated to be encountered during construction of the trenchless crossings for the project. The principal purpose of the GBR is to set baselines for geotechnical conditions and material behavior anticipated to be encountered during tunnel and shaft construction to provide a basis for bidding and assist in resolution of disputes that may arise over subsurface conditions. Also, the GBR:

- Identifies important considerations, key project constraints, and select requirements related to the tunneled crossings that must be addressed by the contractor during bid preparation and construction
- Provides information to assist the contractor in evaluating requirements for excavating and supporting the ground at the tunneled crossings
- Provides guidance to the Construction Manager (CM) in administering the contract and monitoring contractor performance

Without a GBR the contractor will be forced to make their own interpretations of the subsurface conditions as they affect construction of the trenchless crossings. Another bidder may make completely different assumptions, which in turn affects their price and may result in the award of the contract to the contractor with the least conservative assumptions. If these assumptions prove to be false, a construction claim is almost a certainty.

Items to be baselined in the GBR include the following: subsurface soil and groundwater conditions; ground behavior in response to tunneling/HDD; soil strength and permeability; and other factors and conditions that

affected final design. The baselines presented within the GBR will be presented and discussed with OWNER to obtain concurrence.

Deliverables

- Geotechnical Data Report
- Geotechnical Design Memorandum
- Geotechnical Baseline Report (Optional)

Assumptions

- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

8. Wetland Survey

The ENGINEER will delineate wetland areas for the purpose of permitting through the USACE and the State of Florida Environmental Resource Permitting. During the delineation of the wetlands, the ENGINEER will coordinate with USACE and either FDEP or NFWFMD to conduct an on-site meeting to discuss the project, potential impacts, and measures to avoid and mitigate potential impacts caused by the project.

The wetlands delineation activities will be coordinated with the surveying portion of the work to incorporate the delineated areas into the survey of the project.

Deliverables

- On-site meeting summary with USACE and FDEP/NFWFMD
- Wetland Delineation (to be shown in final survey)

Assumptions

- Wetland delineations will be made in accordance with current available knowledge of rules and regulations that apply the project. There are currently changes to the Clean Water Act that affect the definition of wetlands and other environmentally sensitive areas. These changes have led to modification to or suspension of permits currently issued by USACE. Changes to Federal and State codes and standards are outside the control of the ENGINEER. Applicable changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.

9. Permitting Assistance

Based upon the work to be performed as part of this project it is anticipated that coordination and/or permitting will be required for the following permits:

- Santa Rosa County Right-of-Way Permit
- Florida Department of Transportation (FDOT) Utility Permit
- Florida Department of Environmental Protection (FDEP)/Northwest Florida Water Management District (NFWFMD) Environmental Resource Permit

- United States Army Corp of Engineers (USACE) Section 404 Permit

9.1 Santa Rosa County Right-of-Way Permit

The ENGINEER will conduct a preapplication meeting the Santa Rosa County Department of Public Works to review the project and refine the materials that need to be submitted for review. The ENGINEER will prepare the County permit application and respond to up to one (1) request for additional information.

Deliverables

- Santa Rosa County Right-of-way permit application

9.2 Florida Department of Transportation (FDOT)

The ENGINEER will meet with FDOT after completion of the 60% and 90% design to solicit input and determine any specific requirements associated with the work to be performed. Comments received will be incorporated into the contract documents.

The ENGINEER will utilize Florida 811 to identify utilities for portions of the transmission main located in existing right-of-way. The utilities listed will be emailed a copy of the proposed layout with a request for as-built plans of any utilities along the proposed route.

Form 710-010-85 will be submitted to the FDOT with a copy of the drawings at completion of the design of the project to obtain permission to construct utilities in the FDOT right-of-way. The ENGINEER will conduct up to two (2) on-site meetings with FDOT and respond to up to one (1) request for additional information.

Deliverables

- Letters to utilities requesting location of existing infrastructure
- Completed Form 710-010-85

Assumptions

- Construction will commence within 60 days of obtaining the FDOT Utility Permit.

9.3 State of Florida Environmental Resource Permit

Prior to completion of the 60 percent plans a pre-application meeting will be held with the Florida Department of Environmental Protection to discuss the need for an Environmental Resource Permit (ERP). The design will seek to minimize wetland impacts with the exception of crossing manmade ditches. Because of the crossing of East Bay, an individual permit will be required. An Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit Form (62-330.060(1)) will be prepared along with an environmental summary report to submit to FDEP.

The application is anticipated to be submitted during using the 60 percent plan set to move the permitting timeline earlier in the design schedule. The path of the route and location of bore pits will need to be frozen after the submission of the permit application to prevent the need to modify the permit.

Deliverables

- FDEP ERP Permit Application

Assumptions

- No changes will be made to the design that requires modification of the ERP permit after the 60 percent deliverable
- Mitigation for the project will be minimal and any mitigation will be done by purchasing credits from a mitigation bank. Required mitigation credits will be purchased by the OWNER.

9.4 9.4 USACE Section 404 Permit

ENGINEER will conduct a preapplication meeting with USACE to discuss the potential impacts of the projects and the plan to avoid impacts to environmentally sensitive areas. The ENGINEER will prepare an environmental report describing the wetland delineation for submission with Corp of Engineers Form 4345. Consultant will respond to up to one (1) request for additional information.

Deliverables

- Environmental Summary Report
- Corp of Engineers Form 4345

Assumptions

- Impacts for the project will be limited to less than 0.5 acres and activities will be permitted under Nationwide Permit 12 - Utility Line Activities.
- Mitigation, if necessary, will be limited to purchase of credits from a mitigation bank. Required mitigation credits will be purchased by the OWNER.

10. Funding Support

As part of this task Jacobs will provide support in the preparation of forms, documents, drawings and data as required to obtain funding for the project. An allowance of 240 hours has been included for a senior engineer experienced with federal funding experience. Additionally, as part of this allowance the engineer will provide management assistance as needed to support the OWNER.

11. Compensation

As compensation for providing the services described OWNER shall pay ENGINEER in accordance with the compensation provisions defined in Attachment A, Compensation Schedule. Task 1-3 will be completed for a single lump sum amount. Tasks 4 through 9 will be completed on a time and expense basis. ENGINEER will keep OWNER informed of progress so that the budget and/or work effort can be adjusted if found necessary.

Task	Compensation Basis	Fee/Not to Exceed Amount
1-3 Progress Reporting Kickoff and Design	Lump Sum	\$900,000
4-5 Bidding and Construction	Direct Labor Costs Times a Factor	\$345,000
6 Topographic and Bathymetric Survey	Direct Labor Costs Times a Factor	\$238,600
7 Subsurface Investigation	Direct Labor Costs Times a Factor	\$192,328
8 Wetland Survey	Direct Labor Costs Times a Factor	\$18,000
9 Permitting Assistance	Direct Labor Costs Times a Factor	\$54,000
10 Funding Support	Direct Labor Costs Times a Factor	\$46,000
Total		\$1,793,928

Fee/Not to Exceed Amount is inclusive of Reimbursable Expenses

11.1 Direct Labor Costs Times a Factor

For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.1 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses.

11.2 Period of Service

The schedule for the Project within this purchase order is as follows:

- 60 Percent Design Submittal = 240 days from award
- Final Design Submittal: 300 days from award
- Bid Ready Documents: 365 days from award

11.3 Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to this purchase order. Communications between the parties and between ENGINEER subcontractors shall be through the Authorized Representatives:

For OWNER	For JACOBS Engineering Group Inc
Name: Michael Schmidt, P.E.	Name: Daniel L. Broxson, P.E.
Address: 6051 Old Bagdad Highway Suite 301 Milton, Florida, 32583	Address: 25 W. Cedar Street Suite 350 Pensacola, Florida 32502
Telephone: (850) 981-7315	Telephone: (850) 396-4927

11.4 Authorization

This agreement is Effective:

Accepted for OWNER by:

Name:

Title:

Accepted for Jacobs Engineering Group, Inc by:

Name: David Stejskal

Title: Vice-President

Attachment A – Topographic Survey Scope of Work

**Santa Rosa Board of County Commissioners.
November 10, 2021**

Surveying Services for

**Navarre Beach Wastewater Treatment Plant Improvements,
Force Main, and Rapid Infiltration Basin Phase 2 Project**

**Bid Item No. 1 - Boundary, utilities, and Topographic Survey for The
Navarre Beach WWTP (Lump Sum)**

\$ 12,275⁰⁰

**Bid Item No. 2 - Force main Route surveying including topographic,
bathymetric, right-of-way, utilities, etc. (Lump Sum)**

\$ 95,950⁰⁰

Bid Item No. 3 - Easement Acquisition Packages (per package)

\$ 1000⁰⁰ per package

\$ 6000⁰⁰ Total for six packages

 Signature

Attachment B – Geotechnical Survey Scope of Work



November 24, 2021

Mr. Andrew Finney, P.E.
Principal Geotechnical and Tunnel Engineer

Jacobs

andrew.finney@jacobs.com

**Subject: Revised Geotechnical Exploration and Data Report Proposal
Regional Reuse Phase 2
Santa Rosa County, Florida**

Dear Mr. Finney:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration and data report for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site is located in Navarre, Florida. The proposed project consists of the construction of a new pump station and filter system at the Hollow Navarre WWTP and 3.5 miles of 16-inch diameter force main from the WWTP to Navarre Beach. In addition, a directional drill across the Santa Rosa Sound, US Hwy 98, and a tributary to Williams Creek is also planned. We understand that the access and permission to cross any private property to access to the boring locations will be provided by our client. This proposal assumes that the site is cleared of any impeding vegetation and/or obstacles and is accessible to our truck-mounted drill rig at the time of drilling. We have assumed that Level D PPE is acceptable for the job and the site soils are not contaminated. If any of this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

Proposed Scope of Services

The proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site.
- ▼ Clear registered utilities at the site with the Sunshine Network. Non-registered or private utilities are the responsibility of the client to clear. Utilities in the water will take at least 10 working days to clear.
- ▼ Obtain a Santa Rosa County permit to drilling in their right of way.
- ▼ Provide COE and/or FDEP permit or exemption letter to drill in the Santa Rosa Sound if needed.
- ▼ Provide MOT as needed to drill in the county right of way adjacent to existing roadways. We have no plans to close a traffic lane or drill in FDOT right of way.
- ▼ Mobilize a truck-mounted drill rig to the site.
- ▼ Mobilize a barge mounted drill rig to the Santa Rosa Sound. We have assumed a suitable dock close by to the site.



- ▼ Mark the boring locations in the field with a Trimble Geo XT GPS unit at locations selected by our client. Surveying is not included in this scope of work and surveyed ground surface elevations at the boring locations will not be provided.
- ▼ As requested, drill ten Standard Penetration Test (SPT) borings to a depth of 15 feet for the transmission main.
- ▼ As requested, drill five Standard Penetration Test (SPT) borings to a depth of 35 feet for crossings (two at SR 98 and three at Williams Creek). Sampling interval to be 2.5 feet on center to 20 feet and at 5-foot centers thereafter.
- ▼ As requested, drill three Standard Penetration Test (SPT) borings to a depth of 30 feet for pump station and filter system.
- ▼ As requested, drill two Standard Penetration Test (SPT) borings to a depth of 80 feet on land at the proposed crossing of the Santa Rosa Sound (one on the north side and one on the south).
- ▼ As requested, drill six Standard Penetration Test (SPT) borings to a depth of 120 feet below the mudline in the water along the transmission line route. Sampling is planned on five feet on center. Based on data published online, we have assumed the depth of water to be 10 feet or less at the boring locations.
- ▼ Drum the drilling mud in the marine borings and arrange to have the drums picked up and properly disposed of.
- ▼ Attempt to obtain up to 40 Shelby tube samples of clayey soils for laboratory testing. On average, we will attempt one Shelby tube sample per 30 feet of clay soils encountered.
- ▼ Collect up to 15 samples for corrosion series testing.
- ▼ Provide a project manager or senior engineering technician to guide drilling operations and log soils on the land borings. We understand that Jacobs will provide the engineering staff for the borings in the water.
- ▼ The marine based borings will be backfilled with grout.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. As requested, laboratory testing will consist of water content, corrosion series (pH, sulfate, chloride, & specific conductivity), sieve analysis, hydrometer, percent passing a number 200 sieve, density and unit weight, direct shear, UU Triaxial on clay soils, Atterberg limits, and organic content.
- ▼ Coordinate drilling sequence with our client and county.

A professional geotechnical engineer licensed in the state of Florida will manage the project and provide a draft copy of the report before issuing the final report. The results of the exploration will be presented in a data report that will address the following:

- ▼ Existing site characteristics, including a description of regional and local geology from published sources.
- ▼ Exploration, testing and sampling methods.
- ▼ Laboratory test results.
- ▼ USCS soil classifications.
- ▼ Depth to groundwater or perched water at the time of drilling.
- ▼ AutoCAD drafted boring logs with test results.



Estimated Costs

We propose to provide the scope of services in this proposal for estimated cost of **\$171,640 .00**. A breakdown of these costs is attached as **Figure #1**. If a crane is required to mob the barge into the sound, additional costs would be incurred. This proposal assumes that boring locations are accessible to our truck-mounted drill rig, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. We have no clearing in our budget. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding. At this time, we estimate that can start drilling the land borings mid to late January.

Authorization

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Professional Services Agreement (Figure #2)** to our office. **LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in black ink that reads "Terry Niemann". The signature is written in a cursive style and is positioned above a dashed horizontal line.

Terry Niemann
Project Manager

Figure #1

Cost Breakdown



Client: Jacobs

Project: Regional Reuse System Phase 2

Drilling & Field Services		Unit Fee	Est. Qty.	Est. Cost
Mobilization of Truck Mounted Drilling Rig		\$500 Ea	1	500.00
Standard Penetration Test Borings	0-40 Ft	\$16 Ft	495	7,920.00
10@15', 2@80', 5@35', 3@30'	41-80 Ft	\$18 Ft	80	1,440.00
Support Vehicle		\$250 Dy	7	1,750.00
Traffic Control (No Lane Closure)		\$175 Hr	8	1,400.00
Rental of Improved GPS (month)		\$2,000 Ea	1	2,000.00
Mobilization of Barge Mounted Drilling Rig		\$12,000 Ea	1	12,000.00
Barge Rental		\$3,000 Dy	7	21,000.00
Mobilization of Support Boat		\$600 Ea	1	600.00
Support Boat Rental		\$600 Dy	7	4,200.00
SPT from Barge	0-50 Ft	\$25 Ft	300	7,500.00
	50-100 Ft	\$31 Ft	300	9,300.00
	100-150 Ft	\$39 Ft	120	4,680.00
Obtain Bulk/Shelby Tube Sample		\$315 Ea	40	12,600.00
Extra SPT with any rig		\$83 Ea	10	830.00
Four Inch Casing	0-50 Ft	\$19 Ft	60	1,140.00
Grout Borings		\$10 Ft	720	7,200.00
Pier Diem		\$540 Dy	6	3,240.00
Difficult Moving Time, Access Time, Standby Time		\$395 Hr	2	790.00
55 Gallon Drums (disposal and drumming)		\$310 Ea	6	1,860.00
Mob trip to pick up drums		\$300 /EA	1	300.00
Engineering Technician (Locate Borings & Clear Utilities)		\$75 Hr	25	1,875.00
Drilling/Field Total				\$104,125.00
Laboratory Testing Services				
Water Content		\$20 Ea	250	5,000.00
Corrosion Suite (pH, Resistivity, Sulfate, Chloride)		\$260 Ea	15	3,900.00
Sieve Analysis		\$110 Ea	10	1,100.00
Sieve Analysis and Hydrometer		\$200 Ea	60	12,000.00
Percent Passing #200 Sieve		\$55 Ea	20	1,100.00
Density & Unit Weight		\$80 Ea	25	2,000.00
Direct Shear		\$275 Ea	8	2,200.00
UU Triaxial on Clay (3 point curve)		\$240 Ea	30	7,200.00
Atterberg Limits		\$105 Ea	35	3,675.00
Organic Content		\$80 Ea	30	2,400.00
Basic Properties Testing Allowance		Lump Sum		
Laboratory Testing Total				\$40,575.00
Engineering Services				
Permits to Drill In Water, If required		\$1,500 Ea	1	1,500.00
Principal Geotechnical Engineer		\$160 Hr	15	2,400.00
Senior Engineering Tech for Logging on Land		\$75 Hr	40	3,000.00
Project Manager/Staff Engineer for Logging on Land		\$110 Hr	30	3,300.00
Project Manager/Staff Engineer		\$110 Hr	135	14,850.00
CAD Technician		\$63 Hr	30	1,890.00
Engineering Total				\$26,940.00
Total Estimated Cost				\$171,640.00



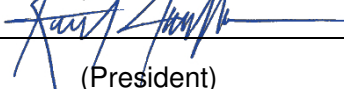
PROFESSIONAL SERVICES AGREEMENT

Date November 24, 2021
Project **Regional Reuse System Phase 2**
Location Navarre, Florida

Scope As per attached proposal dated November 24, 2021
Cost **\$171,640.00.**
Invoicing Monthly, Payment Due upon Receipt of Invoice

LMJ looks forward to working with you on this project. The attached **Terms and Conditions** are an integral part of this agreement, and by signing below you indicate your understanding and acceptance of these conditions. To authorize our services, please fill in the box section below, sign, and return one original signature copy to our office.

For **Larry M. Jacobs & Associates, Inc.**

Signed _____

 (President)

Party Responsible for Payment	
Name (Title) _____	Phone (____) _____
Company _____	
Address _____	Fax (____) _____
City, State _____ Zip Code _____	
Signature: _____	Email _____
This Proposal is Valid for 90 Days	Date _____

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees, hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Invoicing

Invoicing is on a monthly basis with payment due upon receipt of invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

Testing and Observations

Testing and observations are discrete sampling procedures and results only represent conditions at the depths, locations, and times the tests were performed. Client understands that testing and observations are not continuous or exhaustive and are conducted to reduce, but not eliminate, project risk. Client agrees to the level and amount of testing and observations performed and the associated risk. LMJ is not responsible for damages for services not performed due to failure to request or schedule by the Client. LMJ is not responsible for the quality and completeness of Client's contractor's work or the contractor's adherence to the project documents. LMJ's services do not relieve the Client's contractor from its responsibility for complying with the contract documents or from its responsibility for any defects discovered in its work or create a warranty or guarantee.

Attachment C – Subsurface Utility Engineering Survey Scope of Work



13960 SW 47th St, Miami, FL 33175
t: 305.221.6210 | f: 305.221.1295
www.mgvera.com

December 3, 2021

Jacobs

Project: Santa Rosa Regional Reuse System – Phase 2
Limits: See Attached Exhibits

Dear Mr. Seth Tatman,

MGV appreciates the opportunity to provide our Subsurface Utility Engineering (SUE) services for this project. Below is our scope of services for SUE services of the above referenced project. In addition to the specific scope items, all survey work will adhere to the Standards of Practices for Land Surveyors Rule 5J-17 F.A.C., Florida Statue 472.027.

Project Control:

- Horizontal and Vertical Control will be set within the project limits as needed to complete this scope of services.
 - a. Horizontal Control will be established using Real Time Kinematics Methodologies using the Florida Permanent Reference Network (FPRN) - North American Datum of 1983 (FPRN Adjustment)
 - b. Vertical Datum will refer to North American Vertical Datum of 1988.

Subsurface Utility Engineering:

- Subsurface Utility Designations - Quality Level B
MGV will designate (horizontally mark on the surface) known existing toneable and non-toneable subsurface utilities found within 4 individual sites (Site 1: within 20' of the proposed pipe alignment; Site 2 & 3: Curb to Curb along proposed pipe alignment; Site 4: within the site limits) utilizing electromagnetic geophysical prospecting equipment, including ground penetrating radar (GPR). See the attached exhibits for the corridor limits.
- Subsurface Utility Locates – Quality Level A (**Optional Services**)
MGV will perform up to 100 Quality Level A utility locates (Test Holes) on potential utility conflicts as directed by the EOR. Each locate (test hole) will include horizontal coordinates, depth of cover, elevation, size, type, material, and general direction of each found utility.

MGV will notify Sunshine One-Call 48 hours in advance of performing the utility locates. A non-destructive vacuum excavation system will be utilized to expose the utilities. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing material removed. Test holes performed in the street will be patched utilizing cold patch. Basic maintenance of traffic (signs, cones) will be included.

Survey Support

Utilizing established project survey control, MGV will map the utility designation marks and utility locates (test holes- if requested) and place in appropriate Cad format.

Deliverables

- Electronic Cad file in Microstation SS10 and/or AutoCAD Civil 3D format files depicting the designated utilities (horizontal) and completed test holes (if requested) showing depth of cover, elevation, size, type material and general direction of each utility found.
 - Deliverable will meet deliverable format as required by Jacobs.

Subsurface Utility Designating and Locating Conditions and Understandings

The utility designates and locates are for design purposes only. The Florida One Call must be notified forty-eight (48) hours in advance of any excavation.

Accuracy of Geophysical Mapping techniques, although highly reliable, are subject to outside interference. A few examples are: Soil condition, material conductivity, depth of utility, and various other geological anomalies that may distort or hinder electromagnetic and GPR frequencies.

MGV will make every effort possible utilizing state of the art technology to designate and locate underground utilities; however, there are no guarantees that all underground utilities or structures will be detected.

MGV will not access confined spaces and is not included in this fee estimate. If accessing confined spaces are required, MGV will notify the client to discuss options. Additional fees may be applicable.

Additional Clarifications and Understandings

If cap rock or an obstruction is encountered during the test hole phase and further vacuum excavation cannot be performed without the potential for utility damage, MGV will consider the test hole completed, measure the depth to the top of the cap rock or obstruction reached, survey the location and consider the test hole completed and invoice accordingly.

The below fee includes only backfill of test holes utilizing material removed in natural ground or cold patch within asphalt pavement or concrete in sidewalks for the approximate 1' x 1' test hole. If additional restoration is required, MG Vera will provide an additional proposal to cover the additional expense.

Basic maintenance of traffic (signs, cones) is included, but if advanced MOT is required, MGV will provide a cost estimate to cover these additional expenses.

This estimate does not include permit fees or applications.

This estimate does not include fees for signed and sealed MOT plans.

Cost and Staff-hour breakdown:

Lump Sum Fee:

Quality Level B Utility Designates: \$54,375.058

Limiting Amount (Optional Services):

Quality Level A Utility Locates (test holes)
Bank of 100 (min. 4 per request) (\$500.00/test hole): \$50,000.00
Field Survey/Office Support (\$200.00/test hole): \$20,000.00

MOT by others: \$2,000.00/day

Permit Application: \$110.00/hour
 • Hourly Fees for application efforts:
 *Estimated hours to be provided prior to Permit Application.

Note:

All field efforts and office support services will be provided by MG Vera. No subconsultants or outside assistance will be required, except if Advanced MOT for major lane closures is required. If Advanced MOT is required, a proposal will be provided following the above stated rates.

We look forward to providing our services and please contact me if you have any questions or require additional information.

Sincerely,
Manuel G. Vera & Associates, Inc.



Mark R. Sowers, PSM

Site 1

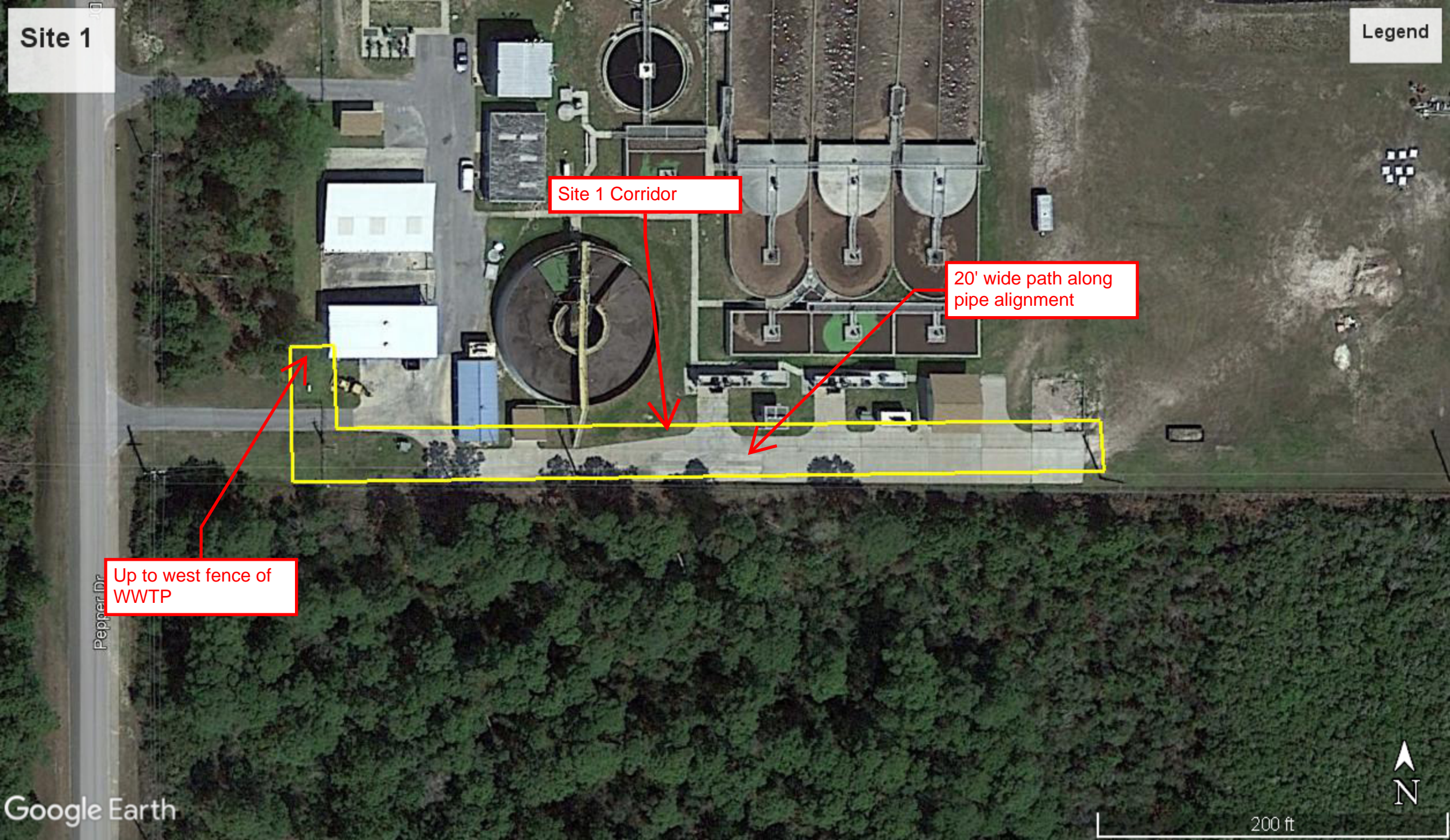
Legend

Site 1 Corridor

20' wide path along pipe alignment

Up to west fence of WWTP

Pepper Dr



Site 2

Legend

Site 2 Corridor

Curb to Curb along pipe alignment



Google Earth

300 ft



Site 3

Legend



Curb to Curb along pipe alignment

Site 3 Corridor

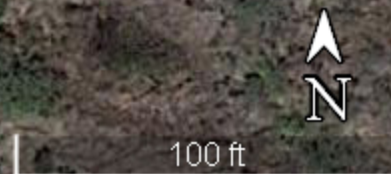


Site 4

Legend

Site 4 Limits

Google Earth





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, David Stejskal representing Jacobs Engineering Group Inc.

(Print)

(Company)

On this 13th day of August 2021 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

A handwritten signature in blue ink, appearing to read "David Stejskal", is written over a horizontal line.

(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for: Statement of Qualifications for Santa Rosa County Regional Water Reuse System; RFQ 21-044
2. This sworn statement is submitted by, Jacobs Engineering Group Inc., whose business address is, 25 W. Cedar Street, Suite 350, Pensacola, FL 32502, and (if applicable) Federal Employer Identification Number (FEIN) is 95-4081636 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is David Stejskal and my relationship to the entity named above is Vice President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

David Stejskal

Name

[Handwritten Signature]

Signature

8/10/21

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, *in person,* affixed his/her signature at the space provided above on this day of August 10, 2021, and is personally known to me, or has provided Driver's License as identification.

STATE OF FLORIDA

COUNTY OF: Escambia

My Commission expires: 02/27/23

[Handwritten Signature]
Notary Public, *State of Florida*
[Handwritten Signature]



Darla M. Watts
Notary Public, State of Florida
My Comm. Expires 02/27/2023
Commission No. GG302737



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM
SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: David Stejskal Title: Vice President
Signature: [Handwritten Signature]
Firm: Jacobs Engineering Group Inc.
Street Address: 25 W. Cedar Street, Suite 350
City: Pensacola
State: FL Zip Code: 32502
Solicitation Name Santa Rosa County Regional Water Reuse System # RFQ 21-044



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCES FORM

SRC Procurement Form Memo 024_00_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Jacobs Engineering Group Inc.
PROPOSAL POINT OF CONTACT Daniel Broxson PHONE 850.396.4927
EMAIL Daniel.Broxson@jacobs.com

REFERENCE I.

PROJECT NAME: Regional Reuse System--Phase I
AGENCY: Holley-Navarre Water System, Inc.
ADDRESS: 8574 Turkey Bluff Road
CITY, STATE, ZIP CODE: Navarre, FL 32566
CONTACT PERSON: Dr. Dallas Peavey, Jr.
TITLE: Chief Executive Officer
EMAIL: dpeavey@hnws-fl.com
TELEPHONE: 850.939.2427
PROJECT COST: \$1,100,000
COMPLETION DATE: Ongoing
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)
WWTP, Design, Permitting, Grants/Funding, Conveyance, Environmental, Survey, Geotechnical, HDD,
RIBs, Cost Estimating, Bid Document Preparation, Post Construction Services (see attachment for details)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):
Daniel Broxson, Mike Stickley, Robert Martin, Greg Brubaker, Craig Hueston, Clement Anson, Steve Eakin (see attachment for assignments)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCE II.

PROJECT NAME: T-Line to Busch Drive Transmission Force Main

AGENCY: JEA

ADDRESS: 21 W. Church Street, Tower 4

CITY, STATE, ZIP CODE: Jacksonville, FL 32202-3139

CONTACT PERSON: Tom Hamilton

TITLE: JEA Project Manager

EMAIL: HamiTR@jea.com

TELEPHONE: 904.544.1883

PROJECT COST: \$711,706

COMPLETION DATE: 2019

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Design, Permitting, Transmission, Stormwater, Environmental, Survey, Geotechnical, HDD, Cost Estimating,
Bid Document Preparation, Post Construction Services (see attachment for details)

List key personnel assigned to this project that will work on the County project (include
assignments. You may attach information to this form):

Christine Ellenberger, Jude Abella (see attachment for assignments)

REFERENCE III.

PROJECT NAME: Pensacola Bay Water Main Alternatives and Emergency Response Plan

AGENCY: Emerald Coast Utilities Authority

ADDRESS: 9255 Sturdevant Street

CITY, STATE, ZIP CODE: Pensacola, FL 32514

CONTACT PERSON: Don Palmer

TITLE: Deputy Executive Director- Engineering & Environmental Services

EMAIL: don.palmer@ecua.fl.gov

TELEPHONE: 850.969.6637

PROJECT COST: \$104,000

COMPLETION DATE: 2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Planning, Conceptual Design, Transmission, Environmental, Survey, Geotechnical, HDD, Cost Estimating
(see attachment for details)

List key personnel assigned to this project that will work on the County project (include
assignments. You may attach information to this form):

Mike Stickley, David Carr, Scott Jernigan (see attachment for assignments)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCE IV.

PROJECT NAME: Master Service Agreement for Professional Services _____

AGENCY: City of Crestview _____

ADDRESS: 715 North Ferdon Boulevard _____

CITY, STATE, ZIP CODE: Crestview, FL 32536 _____

CONTACT PERSON: Wayne Steele _____

TITLE: Public Services Director _____

EMAIL: Steele@cityofcrestview.org _____

TELEPHONE: 850.682.6132 _____

PROJECT COST: (see attachment) _____

COMPLETION DATE: Ongoing _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

WWTP, Planning, Design, Permitting, Grants/Funding, Conveyance, Environmental, Survey, Geotechnical,
RIBs, Cost Estimating, Bid Document Preparation, Post Construction Services (see attachment for details)

List key personnel assigned to this project that will work on the County project (include
assignments. You may attach information to this form):

David Stejskal, Scott Jernigan, Kevin Waddell, Greg Brubaker (see attachment for assignments)

REFERENCE V.

PROJECT NAME: Halls Mill Eslava Force Main Evaluation _____

AGENCY: Mobile Area Water and Sewer System _____

ADDRESS: 4725 Moffett Road _____

CITY, STATE, ZIP CODE: Mobile, AL 36618 _____

CONTACT PERSON: Doug Cote _____

TITLE: Water & Sewer Assistant Director- Operations _____

EMAIL: dcote@mawss.com _____

TELEPHONE: 251.689.4673 _____

PROJECT COST: \$280,994 _____

COMPLETION DATE: 2019 _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Planning, Conveyance, HDD, Cost Estimating (see attachment for details)

List key personnel assigned to this project that will work on the County project (include
assignments. You may attach information to this form):

Daniel Broxson, Mike Stickley (see attachment for assignments)

REFERENCE FORM ATTACHMENT

Reference I

Project Name: Regional Reuse System—Phase I

Agency: Holley-Navarre Water System, Inc.

Scope of Project: Phase I of the Regional Reuse System consists of design and services during construction of the portion of the system from the Holley Navarre WWTP to the Eglin RIBs site, including over 4 miles of pipeline, a half mile directional drill of East Bay, the intermediate pump station, and 1.5 mgd of RIBs cells with associated valves and piping.

List key personnel assigned to this project that will work on the County project (include assignments.): Daniel Broxson/Project Manager; Mike Stickle/Design Manager; Robert Martin/Trenchless Technologist; Greg Brubaker/RIBs Senior Engineer; Craig Hueston/Integration; Clement Anson/Structural; Steve Eakin/Environmental



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM
SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: David Stejskal Title: Vice President
Signature: [Handwritten Signature]
Firm: Jacobs Engineering Group Inc.
Street Address: 25 W. Cedar Street, Suite 350
City: Pensacola
State: FL Zip Code: 32502
Solicitation Name Santa Rosa County Regional Water Reuse System # RFQ 21-044



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: _____ No: _____ ✓

Table with 2 columns: Name(s), Position(s). Multiple rows for listing individuals.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Jacobs Engineering Group Inc.

BY (PRINTED): David Stejskal

BY (SIGNATURE): [Handwritten Signature]

TITLE: Vice President

ADDRESS: 25 W. Cedar Street, Suite 350, Pensacola State FL Zip Code 32502

PHONE NO: 850.438.2740

E-MAIL: David.Stejskal@jacobs.com

Date: 08/13/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2021

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No): 1-212-948-1306
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER: 62773617

REVISION NUMBER:

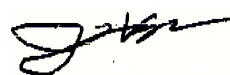
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72493503	07/01/21	07/01/22	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67817540 (AOS)	07/01/21	07/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A			N/A	SCF C6781762A (WI)	07/01/21	07/01/22	E.L. EACH ACCIDENT	\$ 100,000
A				WCU C67817588 (OH)*	07/01/21	07/01/22	E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			EON G21655065 012	07/01/21	07/01/22	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Daniel Broxson. CONTRACT MGR: Jessica Rodgers. RE: This is a Statement of Qualifications to provide engineering services for the Santa Rosa County Regional Water Reuse System. The project will consist of a reuse water transmission line from the Navarre Beach WWTP to the Holley-Navarre WWTP, improvements at the Navarre Beach WWTP, and a portion of the RIB's site at Eglin Air Force Base property. CONTRACT END DATE: 6/30/2023. PROPOSAL NUMBER: RFQ 21-044. SECTOR: Public. Santa Rosa County are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND

CERTIFICATE HOLDER**CANCELLATION**

Santa Rosa County 6495 Caroline Street Suite L Milton, FL 32570 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/27/2021

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

Additional Information:

*\$2,000,000 SIR FOR STATE OF: OHIO

Proof of State of Florida Business Registration

State of Florida Department of State

I certify from the records of this office that JACOBS ENGINEERING GROUP INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 12, 1987.

The document number of this corporation is P13217.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 14, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of March, 2021*



Ronald R. Lee
Secretary of State

Tracking Number: 4233945459CU



To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Proof of Active Status with the Federal System of Award Management (SAM)


7/21/2021 SAM.gov | Entity Workspace

An official website of the United States government
[Here's how you know.](#)



< Entity Workspace⋮

Register Entity



Please verify your identity: As an entity administrator, you should verify your identity to register, update, or deactivate your entity's registration in SAM.gov. This will become mandatory in FY 2022.

Verify Your Identity

Show Workspace For
Non-Federal Entities —

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By —

Search by Keyword ^

Keyword

809215630

Entity v

Registration Status v

Expiration Date v

<https://sam.gov/workspace/em/entities/non-federal?keyword=809215630&page=0> 1/3

Address Update



Reset

< 1 of 1 >

Results per page

25

Sort by

Expiration Date Ascending

Jacobs Engineering Group Inc.



DUNS Unique Entity ID:
809215630

SAM Unique Entity ID:
FXXANFJ2MRN1

CAGE/NCAGE:
4ZMZ5

Purpose of Registration:
All Awards

Address:
200 W Forsyth St Ste 1520
Jacksonville, FL 32202-4346 USA

Registration Status

Active

Expiration Date

Feb 15, 2022



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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

An official website of the United States government
[Here's how you know.](#)



< Entity Workspace



[Register Entity](#)



Please verify your identity: As an entity administrator, you should verify your identity to register, update, or deactivate your entity's registration in SAM.gov. This will become mandatory in FY 2022.

[Verify Your Identity](#)

Show Workspace For
Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Search by Keyword

Keyword

790908086

Entity

Registration Status

Expiration Date

Address Update



Reset



1

of 1



Results per page

25

Sort by

Expiration Date Ascending

JACOBS ENGINEERING GROUP INC.



DUNS Unique Entity ID:
790908086

SAM Unique Entity ID:
M3ENXV4CPQX8

CAGE/NCAGE:
4NCQ5

Purpose of Registration:
All Awards

Address:
201 N Franklin St Ste 1400
Tampa, FL 33602-5162 USA

Registration Status

Active

Expiration Date

Mar 12, 2022



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General Services Administration

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**Attachment “C”
Insurance Requirements**

Attachment C

**Santa Rosa County
Insurance Requirements
March 2021**

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits **\$1,000,000**. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of **1,000,000** per person/**1,000,000** per accident and **1,000,000** for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation and professional liability.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

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

Insurance Checklist

Proposal/Project Reference **RFQ 21-044 Santa Rosa County Regional Water Reuse System**

Required Coverage (Marked by "X")	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input type="checkbox"/> Automobile Liability – including Hired and Non-Owned	\$1,000,000. CSL
4. <input checked="" type="checkbox"/> Professional Liability coverage \$1,000,000. Per claim/\$3,000,000 Aggregate	
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance	\$_____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$_____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner’s Protective Liability	\$_____
14. <input type="checkbox"/> Excess/Umbrella Liability	\$_____

General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation and Professional Liability.

Approved by the BOCC March 23, 2021

**Attachment “D”
Civil Rights Clauses**

Attachment “D”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Attachment "E"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 2/10/22

SIGNATURE: 

COMPANY: JACOBS Engineering Group

NAME: David Stejskal
(Typed or Printed)

ADDRESS: 25 W. Cedar Street

TITLE: Vice-President

Suite 350

Pensacola, FL 32502

E-MAIL: David.Stejskal@Jacobs.com

PHONE NO.: 850-438-2740

**Attachment “F”
Special Conditions
Additional Federal Requirements**

Special Conditions
Federal Requirements
Over \$150,000.00

The following special conditions apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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