

City of Palm Coast, Florida Agenda Item

Agenda Date: August 4, 2026

Agenda Item:
F.5

Department UTILITY Division PROJECT ENGINEERING AND CONSTRUCTION	Amount \$240,000.00 Org/Account # 54049086-063030-84008
Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR WATER QUALITY AND WTP #1 ASSESSMENT	
Presenter: Brian Roche, Director of Utility	
Attachments: 1. Resolution 2. Contract 3. Proposal	
Background: Council Priority: D. Sustainable Environment and Infrastructure The Water Quality Assessment project supports the City Council's Strategic Priority of Sustainable Environment and Infrastructure by enhancing critical utility infrastructure and helping ensure continued compliance with all applicable federal and state drinking water regulations. The City's Water Treatment Plant #1 currently utilizes a conventional lime softening treatment process to remove hardness and improve overall water quality. While this process is highly effective at reducing hardness, suspended solids, and many naturally occurring constituents, it does not completely remove naturally occurring color caused primarily by dissolved organic compounds such as tannins and humic substances present in the source groundwater. As a result, finished water may occasionally exhibit a slight yellow or amber tint while remaining fully compliant with all applicable drinking water regulations. Recognizing this operational limitation, the Utility has completed pilot-scale testing and evaluation of alternative treatment technologies designed to improve finished water quality while maintaining regulatory compliance. The pilot studies evaluated treatment performance, operational reliability, chemical requirements, sludge management, life-cycle costs, and compatibility with the City's existing treatment infrastructure. This work order provides an independent technical assessment of the City's existing water treatment processes, recent pilot treatment studies, and future treatment alternatives for Water Treatment Plant #1. Jacobs Engineering Group, Inc. will evaluate existing plant operations and condition, review treatment	

process performance, assess opportunities for operational optimization, validate pilot study findings, review operational and life-cycle costs, evaluate long-term treatment alternatives, and prepare objective recommendations that will guide future capital improvements and long-term water quality planning.

The work also includes an assessment of existing treatment processes, operational performance, equipment condition, and opportunities to improve finished water quality through both operational optimization and future capital improvements. Jacobs will evaluate multiple long-term treatment alternatives, including rehabilitation of the existing facility, construction of a new treatment plant, and other treatment technologies to identify the most reliable and cost-effective long-term solution.

The work order also includes preparation of technical communication materials to assist the City in providing accurate, consistent, and understandable information regarding water quality improvements.

The project will conclude with a comprehensive report documenting findings, recommendations, and future implementation priorities to assist the City in making informed investment decisions while maintaining reliable regulatory compliance and improving finished water quality.

Staff requests authorization to engage Jacobs Engineering Group, Inc., one of the City's continuing services consultants under RFSQ-SWE-24-12, to perform this independent technical assessment in the amount of \$240,000.00.

Source of Funds Worksheet

Original Budget: \$2,060,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$240,000.00

Balance: \$1,820,000.00

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR WATER QUALITY AND WTP #1 ASSESSMENT

RESOLUTION 2026-____
WATER QUALITY AND WTP #1 ASSESSMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., IN THE AMOUNT NOT TO EXCEED \$240,000.00 FOR THE WATER QUALITY AND WTP #1 ASSESSMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Palm Coast desires to purchase a Water Quality and WTP #1 Assessment; and

WHEREAS, Jacobs Engineering Group, Inc. desires to sell the aforementioned Water Quality and WTP #1 Assessment to the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF THE WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Jacobs Engineering Group, Inc. as attached hereto and incorporated herein by reference herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute any necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments

to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 4th day of August 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Work Order-Jacobs Engineering Group, Inc.

BPO Mgr. approved

DS
MR



CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name Jacobs Engineering Group, Inc.
Project Name: Professional Utility Engineering Services
Bid/Reference # RFSQ-SWE-24-12
Contract Type: Master Services Agreement (Professional Services)

Contract Value \$ Over \$50k

Resolution # 2024- 103

City Council Approval Date: 07/16/2024

Standard Contract Template (Y/N): Y
Length of Contract: 3 years
Renewable (Y/N): yes
City's Project Manager Alex Blake

If No, then Reviewed by
City Attorney: n/a

If Yes, # and length of
renewals: 2 at one year each

Brief Description/Purpose:
Professional Utility Engineering Services

Approvals:

Responsible Dept. Director Carl Cote
City Finance Helena Alves
City Attorney Marcus Duffy

Date: Sep 6, 2024 | 7:41 AM PDT
Date: Sep 6, 2024 | 12:38 PM EDT
Date: Sep 6, 2024 | 1:13 PM EDT

Acting City Manager Lauren Johnston

Date: Sep 6, 2024 | 1:13 PM EDT



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.



Thank you.

Regards,
City of Palm Coast

Budget & Procurement Office





MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 6th day of September, 2024 ("Effective Date"), between JACOBS ENGINEERING GROUP, INC. whose primary place of business is 200 West Forsyth Street, Suite 1520, Jacksonville, Florida 32202 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL UTILITY ENGINEERING SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-SWE-24-12 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
 - ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. **AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

E. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be

liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Alberto Lazaro
Jacobs Engineering Group, Inc.
200 West Forsyth Street, Suite 1520
Jacksonville, Florida 32202

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all

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

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

JACOBS ENGINEERING GROUP, INC.

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

Signed by:
By: Alberto M. Lazaro
1E0E8558D77A446
(Authorized Signatory)

Print: Lauren Johnston

Print Name: Alberto M. Lazaro

Title: Acting City Manager

Title: Vice President

Date: Sep 6, 2024 | 1:13 PM EDT

Date: Sep 6, 2024 | 10:23 AM EDT

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chase one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chase one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chase one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (chase one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Jacobs Engineering Group Inc.	
Name of Proposer	
Alberto Lazaro	
Name and Titles of Authorized Representative(s)	
	
Signature(s)	
May 23, 2024	
Printed Date	

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Jacobs Engineering Group Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Jacobs Engineering Group Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Alberto Lazaro

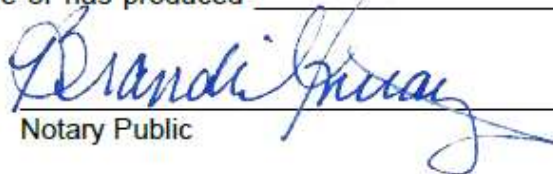
Title: Vice President

Date: May 23, 2024

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 23rd day of May, 2024 by Alberto Lazaro [name of officer or agent, title of officer or agent] of Jacobs Engineering Group Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.



Notary Public

[NOTARY SEAL]



Brandi Lee Murray

Name typed, printed or stamped

My Commission Expires: January 29, 2025

FORM 6 – PUR 1355**FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Jacobs Engineering Group Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Alberto Lazaro

Title: Vice President

Signature: 

Date: May 23, 2024



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

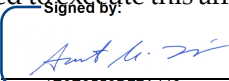
State of Florida

County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Jacobs Engineering Gro
(the "Lender"), hereby attests under penalty of perjury, that the Lender does not use coercion for labor or
services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Lender is authorized to execute this affidavit on behalf of the Lender.

Date: Sep 6, 2024 | 10:23 AM EDT

Signed: 
1E6E8558D77A446...

Entity: Jacobs Engineering Group, Inc.

Name: Alberto M. Lazaro
Title: Vice President

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2024, by
_____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/30/2024

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): 1-212-948-1306 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE AMER INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B: INDEMNITY INS CO OF NORTH AMER</td> <td>43575</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE AMER INS CO	22667	INSURER B: INDEMNITY INS CO OF NORTH AMER	43575	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE AMER INS CO	22667														
INSURER B: INDEMNITY INS CO OF NORTH AMER	43575														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA															

COVERAGES
CERTIFICATE NUMBER: 751277419
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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G4892007A	07/01/24	07/01/25	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	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C5072041A (AOS)	07/01/24	07/01/25	☒ PER STATUTE ☐ OTH-ER
A				SCF C57256710 (WI)	07/01/24	07/01/25	E.L. EACH ACCIDENT \$ 500,000
A				WCU C57256564 (OH) *	07/01/24	07/01/25	E.L. DISEASE - EA EMPLOYEE \$ 500,000
A				WLR C57256667 (AZ)	07/01/24	07/01/25	E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG 1,000,000

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

PROJECT MGR: Samantha Ofarrell. CONTRACT MGR: Cindy Kahl. RE: Master Service Agreement for Professional Utility Engineering Services. CONTRACT END DATE: 09-06-2027. SECTOR: Public. City of Palm Coast, its officials, officers, and employees 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. The General Liability and Auto Liability insurance policies are primary and the certificate holder's insurance is excess and non-contributory. Waiver of subrogation is hereby granted in favor of cert holder for GL, AL and WC. Coverage includes U.S. Longshore and Harbor Workers Compensation Act Coverage and Outer Continental Shelf Lands Act Coverage. *THIS IS A

CERTIFICATE HOLDER
CANCELLATION

City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164 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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ACORD 25 (2016/03)

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751277419

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/30/2024

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

Additional Information:

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

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

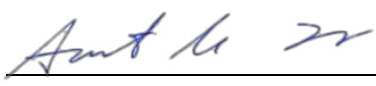
State of Florida

County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Jacobs Engineering Group, Inc. (the "Lender"), hereby attests under penalty of perjury, that the Lender does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Lender is authorized to execute this affidavit on behalf of the Lender.

Date: 9/6/2024

Signed: 

Entity: Jacobs Engineering Group, Inc.

Name: Alberto M. Lazaro

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 6th day of September, 2024, by Alberto M. Lazaro.



Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known x

OR Produced Identification

Type of Identification Produced

**RESOLUTION 2024 -103
CONTINUING SERVICE AGREEMENTS FOR
PROFESSIONAL UTILITY ENGINEERING SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALM COAST, FLORIDA, APPROVING MASTER SERVICES
AGREEMENTS FOR PROFESSIONAL UTILITY
ENGINEERING SERVICES: PROVIDING LEGISLATIVE AND
ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE
AMENDMENTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING FOR
IMPLEMENTING ACTIONS; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Professional Utility Engineering consultants have expressed a desire to provide utility engineering services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires enter approve contracts with the top seven (7) ranked firms for the above-mentioned services for the City of Palm Coast.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with Wright-Pierce, Inc., Freese & Nichols, Inc., McKim & Creed, CPH, Inc., Jacobs Engineering Group, Inc., Four Water Engineering, Inc., Infrastructure Solution Services, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee has the authorization to negotiate, finalize and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for

changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of July 2024.

ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST


DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – MSA Draft Contracts



Professional Utility Engineering Services for Water Quality and WTP#1 Assessment

Date:	July 28, 2026	Jacobs Engineering Group Inc.
Project Name:	Water Quality and WTP#1 Assessment	643 SW 4th Ave
Project No:	BPO01EID	Gainesville, FL 32601
Attention:	Carole Smith Raynetta Marshall Brian Roche Nency Thakkar	United States T +1.352.335.7991 www.jacobs.com
Company:	City of Palm Coast	
Prepared By:	Jacobs	
Copies To:	Alex Blake Ryan Bellerive Peter Rousell	

Background

The City of Palm Coast (City) Utilities Department operates three City-owned water treatment plants (WTPs) and oversees the distribution of potable water through an extensive distribution system consisting of 850 miles of distribution mains, over 4,000 fire hydrants, and 2 elevated storage tanks. WTP#1 has a permitted treatment capacity of 6.0 million gallons per day (MGD). The facility treats groundwater withdrawn from the Confined Surficial Aquifer (CSA), which is blended with nanofiltration (NF) concentrate generated at WTP#3. The treatment process utilizes up-flow lime softening clarifiers followed by dual-media gravity filtration to produce potable water that meets all applicable state and federal drinking water standards.

Recent evaluations at WTP#1 have identified noticeable sulfur odor and discoloration in the raw water and exhibited color-related concerns in the finished water. To address these concerns, the City has initiated a Sustainability Study that included an evaluation of three pilot treatment alternatives: ClearBLOX ceramic filtration, ozone with granular activated carbon (GAC), and pelletized softening. These alternatives vary significantly in complexity, cost and operational impact.

The City requested that Jacobs Engineering Group Inc. ("Supplier" or "Jacobs") conduct a comprehensive assessment of the existing treatment process, conduct a technical review of the pilot alternatives, and provide an independent peer review of all findings to determine the most effective and sustainable path forward, for the short- and long-term, to provide consistent finished water quality and regulatory compliance. This proposal provides the framework to deliver that analysis.

Scope of Services

The tasks included in this work order are listed below. The work associated with each task is described in further detail in the following sections of this document. This scope is divided into the following tasks:

- Task 1: Assessment of Treatment Plant Capabilities
- Task 2: Review of Sustainability Study and Pilot Test Results
- Task 3: Review of Alternatives and Roadmap for Implementation
- Task 4: Communication Support

Work Order Proposal

- Task 5: Due Diligence Report

Task 1. Assessment of Treatment Plant Capabilities

The assessment will include a detailed review of current lime softening and media filtration processes performance, operational flexibility, and alternatives to address the elevated finished water color issues observed at WTP#1. Jacobs will conduct a site visit to WTP#1 to evaluate the City's current water treatment processes. The site visit will include a facility walkthrough, discussions with the operations personnel and information gathering. A high-level condition assessment will be performed during that site visit to determine ongoing Replace and Refurbishment (R&R), additional process needs and process optimizations at the existing WTP#1.

Jacobs will request WTP#1 information as necessary from the City to perform the requested evaluation. An initial list of requested information includes the following:

- Raw water quality including daily reports, primary and secondary sampling events and any per- and polyfluoroalkyl substances (PFAS) sampling done for individual wells, and concentrates
- WTP#3 and WTP#2 concentrate quality data
- Process water quality data, including combined raw, softened, filtered and treated water
- Lime sludge quality data
- Finished water quality as it relates to:
 - National Primary and Secondary Drinking Water Standards (NPDWS and NSDWS)
 - Water Quality Parameters (WQP) for lead and copper compliance
 - Drinking water rules, including rules governing disinfection byproducts, lead and copper, groundwater and Fifth Unregulated Contaminant Monitoring Rule (UCMR5)
 - Determine where color originates from and identify the type, i.e. natural organic material (NOM), Tannis, wetland influences, iron complexes
- Monthly operating reports (MOR), chemical dose rates and usage data, and electrical usage data based on electricity bills
- Recent cost for consumables used at WTP#1 and WTP#3 sites, including chemicals and electricity, cost for lime sludge handling and disposal and cost for Operation and Maintenance (O&M) staff
- Past records, studies or reports for bench-scale and pilot-scale testing, potable water demand projections, condition assessments and descriptions of City's other WTPs
- Record drawings
- GIS map of City's system, description of WTPs and system operations

Jacobs will review the information collected, summarize main findings, define gaps and additional information needed. Additional raw and finished water quality will be collected to complement the available data. This will include methods to determine the origin of the raw water color (humic acids, iron, other organics like from Wetlands). This may include field data to be collected by Jacobs or laboratory data to be collected by the City (either in their lab or at a third-party lab).

Jacobs will develop a jar testing plan in accordance with American Water Works Association (AWWA) M37 Operational Control of Coagulation and Filtration Processes and perform jar testing with a Phipps and Bird 6-jar test apparatus to evaluate potential improvements to the existing lime softening performance for color and total organic carbon (TOC) removal while minimizing turbidity carry-over. Although subject to change, it is anticipated that the following jar tests will be conducted:

Work Order Proposal

1. Trial 1: Vary lime dose, and thereby varying softening pH conditions, while keeping all other variables constant with at least one condition to represent enhanced softening (at a pH of around 10.8) to promote more effective precipitation.
2. Trial 2: Repeat Trial 1 to verify reproducibility of the jar tests.
3. Trial 3: Vary existing coagulant (Aluminum Chlorohydrate [ACH]) dose while keeping lime dose constant at the best performing jar conditions of trials 1 and 2.
4. Trial 4: Change to and vary the dose of an alternative coagulant (including ferric sulfate, ferric chloride, coagulant aids [nonionic, cationic and anionic] and flocculant aids)
5. Trial 5: Vary sludge recirculation rate while keeping lime and coagulant constant at the best performing jar conditions of trials 3 and 4.

The project team will evaluate the performance of existing processes based on available operational data and review jar test results to determine whether short-term adjustments to operating conditions can be implemented to improve color and turbidity removal. This evaluation will include:

- Analyze chemical dosing, mixing and process control strategies, including lime, coagulant, coagulant aid, and oxidant
- Review sludge blanket performance
- Review mixing, flocculation, and sedimentation performance
- Assess filter loading rates, backwash protocols, and media condition
- Estimate impacts to sludge handling, dewatering and disposal

Jacobs will summarize the findings in a PowerPoint presentation that will be presented in and discussed at a review meeting with the City. This task is assumed to include up to three site visits. After the meeting, the results will be documented in a technical memorandum (TM) that will be inserted as a section in the Due Diligence Report (Task 5).

Task 1 Deliverables:

- PowerPoint presentation presenting results and outcomes of this task.
- Review meeting summary
- Task 1 Technical Memorandum

Task 2. Review of Sustainability Study and Pilot Test Results

As the sustainability study and pilot testing efforts are completed, the project team will conduct an independent review to confirm assumptions, validate findings, and confirm that recommendations are technically sound, cost-effective, and aligned with the City's long-term water quality goals. The work to be performed as part of this task will include:

- Confirm the objectives of the sustainability study objectives
- Independent review of following documents:
 - Pilot protocols, materials, methods, and results.
 - Treatment recommendations, including loading rates, redundancy and other applicable design and operating conditions.

Work Order Proposal

- Cost estimates completed by others, including an independent review of capital, operations and maintenance (O&M), and whole-life cycle cost evaluation.
- Evaluate residuals management, including long-term sustainability and regulatory compliance
- Evaluate constructability of planned upgrades with focus on space limitations, maintenance of plant operations (MOPO), phasing, and potential regulatory permitting challenges.
- Review, confirm and prepare a R&R plan for existing treatment processes, equipment and structures at WTP#1.
- Evaluate reliability and operability of the planned improvements for WTP#1

Jacobs will summarize the findings in a PowerPoint presentation that will be presented in and discussed at a review meeting with the City. After the meeting, the results will be documented in a technical memorandum (TM) that will be inserted as a section in the Due Diligence Report (Task 5).

Task 2 Deliverables:

- PowerPoint presentation presenting results and outcomes of this task
- Review meeting summary
- Task 2 Technical Memorandum

Task 3. Cost/Benefit Analysis of Alternatives and Roadmap for Implementation

The objective of this task is to future-proof the City's long-term investment, so that it is holistic and meets the City's long-term water quality and quantity goals. The analysis will cover the alternatives from the Sustainability Study but also will include alternatives that have not been yet identified and evaluated.

The work will cover the following:

- Evaluation of constraints such as raw water supply, residuals handling, chemical storage, staffing and treatment performance. This involves an assessment of R&R needs and future treatment capacity needs at WTP#1.
- Identification of treatment alternatives to meet the City's level of service; this will include potential treatment technologies not previously considered and R&R needs at WTP#1 from Task 2.
- Conduct an evaluation of up to five treatment alternatives for WTP#1 including rehabilitation of WTP#1 and implementation of a new WTP#1 that fully meets primary and secondary drinking water standards including color:
 - Description and high-level process schematic.
 - Preliminary mass balance and high-level design criteria.
 - Sizes of existing and new treatment processes and a conceptual site layout covering property availability, zoning and environmental constraints, and conveyance requirements.
 - Advantages/disadvantages and conduct an initial benefit-cost analysis using Jacobs Multi-Criteria Plus Decision model.
 - Capital, operating and whole life costs, developed in Replica™, to a defined accuracy range (e.g., Class 4 estimate, -30% / +50%).
 - Cost/benefit analysis of alternatives
- Based on the recommended alternative(s), Identify immediate (0-2 years) and long-term (2-10 years) WTP#1 improvements, including description of alternative, implementation schedule, sequencing plan, and prerequisites for implementation.
- Identify funding opportunities.

Work Order Proposal

Jacobs will summarize the findings in a PowerPoint presentation that will be presented in and discussed at a review meeting with the City. After the meeting, the results will be documented in a technical memorandum (TM) that will be inserted as a section in the Due Diligence Report (Task 5).

Task 3 Deliverables:

- PowerPoint presentation presenting results and outcomes of this task
- Review meeting summary
- Task 3 Technical Memorandum

Task 4. Communication Support

This task will provide communication support to the City to facilitate clear, accurate, and consistent messaging related to water quality issues. Jacobs will design and implement a purpose-driven stakeholder engagement and communications plan that builds on the processes developed by the City. This task is expected to include:

- Develop briefing materials, and talking points, for City use, including preparation of presentation content, frequently asked questions (FAQs), and visual aids that explain water quality concerns, corrective actions, and timelines.
- Coordination with technical teams to translate complex water quality data into accessible, public- friendly language.
- Participate in public stakeholder discussions, expert panels and other meetings, including participation in the Blue-Ribbon Panel which include engineering peers and academia
- Draft responses for customer inquiries, Commissioner questions, and community feedback

Task 4 Deliverables:

- As-needed meeting material preparations and presentations

Task 5. Due Diligence Report

Jacobs will develop a due diligence report describing the work performed under the previous tasks and incorporating the technical memoranda developed as part of previous tasks into the report, which will be issued as draft to the City. The report will be reviewed with the City at a review meeting. Jacobs will organize the review meeting, prepare an agenda and a meeting summary. Following the meeting, Jacobs will finalize the report and issue to the City.

Task 6 deliverables:

- Draft report in Adobe electronic format.
- Final report in Adobe electronic format.

Key Project Staff

The key project staff for this task order are as follows:

Title	Name	Contact Number	Email
Principal-in-Charge	Mike Dykes, PE	904-607-2763	mike.dykes@jacobs.com
Project Manager	José Ramos, PE	352-262-7223	jose.ramos1@jacobs.com
Water Quality Technology Lead	Mike Witwer, PE	352-284-3638	mike.witwer@jacobs.com

Work Order Proposal

Title	Name	Contact Number	Email
Water Quality Subject Matter Experts	GJ Schers, PMP	239-404-0245	gj.schers@jacobs.com
Water Supply Technical Lead	Erik Svenson, PE	904-304-6733	erik.svenson@jacobs.com
Communication Lead	Leticia Solaun, PhD	904-304-6733	leticia.solaun@jacobs.com

Meetings and Site Visits

Progress update meetings and deliverable review meetings will be via teleconference means. Meetings will be limited to the following:

- Project Kick-off meeting (onsite)
- Several site visits to WTP#1 and at least one visit to WTP#3
- Workshops to review findings presented in PowerPoint presentations and technical memoranda (Tasks 1, 2, and 3) and the report (Task 5).

Schedule

This Work Order duration is anticipated to last six months from receiving the fully executed Work Order (WO) and Purchase Order (PO) from the City, with task deliverables as follow:

Tasks	Completion Schedule
Task 1: Assessment of Treatment Plant Capabilities	8 Weeks from receipt of fully executed WO and PO
Task 2: Review of Sustainability Study and Pilot Test Results	12 Weeks from receipt of fully executed WO and PO
Task 3: Review of Final Recommendations of Alternatives	20 Weeks from receipt of fully executed WO and PO
Task 4: Communication Support	As Needed
Task 5: Due Diligence Report	24 Weeks from receipt of fully executed WO and PO

Note(s): All deliverables based on availability of materials for review and City's workshop/review schedule. Adjustment to the proposed schedule will be considered at the City's request. Jacobs' support outside of the scope of work defined, herein and exceeding the anticipated duration period, may be considered out of scope and will be subjected to additional service. If the Work Order duration needs to be extended, Jacobs will submit the appropriate change order for review and approval.

Basis of Compensation and Summary Breakdown

The compensation outlined below is provided in accordance with our Master Services Agreement for Professional Utility Engineering Services dated September 6, 2024 (RFSQ-SWE-24-12). The work will be performed on a unit based/not to exceed in the amount of \$240,000 as detailed below. The total fee is derived from the labor categories, hour allocations, and estimated expenses.

Task	Estimated Fee Amount
Task 1 Assessment of Treatment Plant Capabilities	\$74,500
Task 2 Review of Sustainability Study and Pilot Test Results	\$34,000
Task 3 Cost/Benefit Analysis and Roadmap for Implementation of Alternatives	\$87,200
Task 4 Communications Support	\$12,000
Task 5 Assessment of Treatment Plant Capabilities	\$32,300
TOTAL PROPOSED FEE	\$240,000

Jacobs shall invoice monthly based on project progress

Assumptions, Limitations and Clarifications

- The City will assign a project manager who will be Jacobs' main point of contact during the project. This project manager will consolidate City's comments to draft deliverables and will respond within two weeks of each submittal date.
- The City will provide all relevant documents and background information, including operational and water system data and previous planning reports and treatment evaluation reports, plans and specifications. Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by the City.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information and data provided by the City or third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the City or others, may entitle Jacobs to additional compensation.
- Meetings with City staff and site visits to WTP#1 and WTP#3 will be scheduled as needed to clarify questions or review findings.
- The City will inform Jacobs of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures prior to commencing any site visits to the WTPs. Jacobs will be responsible for the health and safety only of its own employees and will develop a Health and Safety Plan for this project.
- Site assessments are limited to high-level visual inspections; any subsequent equipment and materials testing, including sound testing, ultrasonic testing, infrared thermography to measure paint and concrete cover thickness, hydraulic testing to confirm pump performance, and concrete testing to confirm structural integrity can be done as an amendment to this work order or performed by a third party. Assets that are buried or are underwater and cannot be dewatered will be assessed based on the City knowledge and written documents, including previous reports, maintenance and repair records, and existing record drawings and databases.
- Water quality analyses that may be required, and that cannot be analyzed by Jacobs on site, such as total organic carbon (TOC), total suspended solids (TSS), PFAS, chlorides, sulfate, and total sulfides will be conducted by City's contracted laboratory and directly billed to the City. As part of the development of the bench-test protocols, Jacobs will coordinate a budgetary quote from that City's contracted lab. Field analyses that will be performed by Jacobs include pH, temperature, turbidity, conductivity, total hardness, total alkalinity, UV254, iron, and color.

Work Order Proposal

- The City will provide the Phipps and Bird jar testing apparatus, glassware, sampling bottles, demineralized water and related chemicals from the site, and the jar tests will be performed by Jacobs at the City's facilities at WTP#1 site.
- The schedule of this Work Order can be affected due to external laboratory turnaround time, particularly for Task 1.
- All intellectual property contained in the elements used to construct Replica™, WaterPro, and Multi-Criteria Plus models for alternatives evaluation will remain the property of Jacobs. No access to the structure and code will be provided.
- Design and operational criteria of treatment alternatives will be estimated from Jacobs' experiences with similar source water quality and treatment technologies elsewhere. Specific criteria may be selected through treatability testing and corrosion control testing in a follow-on Work Order, after City has selected a preferred treatment alternative.
- In providing opinions of cost, financial analyses, economic feasibility projections, for the project, the Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operations or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that the City's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates.
- An electronic or PDF format copy of interim deliverables will be provided. Up to 10 hard copies and an electronic or PDF format copy of the final deliverable will be provided.

++++== END ==++++