



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

DATE: August 16, 2018
TO: Interested Firms
FROM: Alan Weaver, CPPO, Sr. Procurement Specialist
SUBJECT: Invitation to Negotiate 33472, Addendum 1
Doctors Lake Advanced Effluent Treatment

Please be advised of the following changes to the subject Invitation to Negotiate:

1. The time and date for the submittal of responses remains the same: 2:00 p.m., September 13, 2018.
2. Revise the time for the District's Evaluation Committee to meet on September 12, 2018, from 10:00 a.m. to 9:00 a.m.
3. On page 8, delete Item 9. Proposal Guaranty in its entirety. A proposal bond is not required for this project.
4. On page 12, Item "20. Execution of Agreement," sub-paragraph "a)," shall be deleted in its entirety and replaced with the following:

"a. A payment bond in the amount of \$250,000;"
5. Page 15, the form, "Cost Schedule," shall be deleted in its entirety and replaced with the attached, "Revised Cost Schedule."
6. Page 23, delete the "Proposal Bond Form" in its entirety. A proposal bond is not required for this project.
7. Page 24, the form, "Performance and Payment Bond," shall be deleted in its entirety and replaced with the attached, "Payment Bond."
8. On page 34, under Additional Provisions, the paragraph, "**Performance and Payment Bond**," shall be deleted in its entirety and replaced with the following:

"**PAYMENT BOND:** The security furnished by Contractor and surety in either the form provided or in a form approved by the District as a guarantee that Contractor will pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work; and the District for all losses and damages, expenses, costs, and attorney's fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract."
9. On page 35, paragraph "18. Bonds," shall be deleted in its entirety and replaced with the following:

"(a) **Payment Bond.** A payment bond in the amount of \$250,000 is required.

(b) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds

shall be on the form provided in the Bid Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

- (c) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site.
- (d) In lieu of the bond, Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, clean irrevocable letter of credit, or other security acceptable to the District."

10. Question: Is the District looking for a mechanical treatment system to remove the phosphorous? Or a proven method on removing it? I am assuming there is a mechanical wastewater treatment system in place that is discharging their effluent, which is high in nutrients into the lake?

Answer: Through this solicitation, the Successful Respondent will be responsible to polish effluent beyond existing treatment at a state of Florida Department of Environmental Protection-permitted wastewater treatment plant. Approximately 6,500 lbs. of Total Phosphorus must be removed from the effluent. Please note that the phosphorous to be removed is in soluble form at concentrations shown on the 2017 Water Quality Summary table in Attachment A — Statement of Work (included in the ITN).

NOTE: Please acknowledge receipt of this Addendum in your submittal.

If you have any questions regarding this addendum, contact Alan Weaver at (386) 329-4271 or via email at aweaver@sjrwmd.com.

REVISED COST SCHEDULE

Include this form in the response

Proposal to be opened at 2:00 p.m., September 13, 2018.

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting proposals for the Doctors Lake Advanced Effluent Treatment, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

If said proposal exceeds the Estimated Budget previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS" for information to be included with the proposal package.

Item	Influent TP Concentration at flow rate 2.38MGD	Effluent TP concentration at flow rate 2.38MGD	Number of days to remove TP	Total lbs of Phosphorous removed (lbs)	Cost/Pound of P (\$\$/lb)	Total Cost (Cost x Total lbs)
1	1.3 mg/L	0.033 mg/L	154 days	3,869 lbs	\$	\$
2	0.75 mg/L	0.033 mg/L	149 days	2,118 lbs	\$	\$
3	0.45 mg	0.033 mg/L	62 days	513 lbs	\$	\$
					Total:	\$

The Cost Effectiveness Score will be based on the total of Items 1 – 3 above. The quantities (pounds) stated above are for the purposes of determining a Cost Effectiveness Score for award purposes only. Actual quantities of work will be subject to field conditions. The District makes no guarantees as to the amount of phosphorus (pounds) to be removed.

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this proposal and upon award of such proposal, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

Fax number

PAYMENT BOND

Bond Number _____
Surety Number _____

St Johns River Water Management District Contract Number 33472

BY THIS BOND, we, _____, whose address is _____
_____, Phone _____, (“Principal”), and _____
_____ whose address is _____,
Phone _____, a corporation organized under the laws of the state of _____ and licensed
to do business in the state of Florida (“Surety”), bind ourselves and our heirs, personal representatives,
successors, and assigns, jointly and severally, unto the St. Johns River Water Management District (the
“District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, Phone (386) 329 4500, for the use
and benefit of claimants, as defined in §255.05(1), Fla. Stat., in the amount of \$250,000.00, for the payment of
which sum will and truly be made.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work described in the contract, and
2. Pays the District all losses and damages, expenses, costs, and attorney’s fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract; and

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(2) and (10), Fla. Stat.

Any changes in or under the contract documents (which include the plans and specifications) and compliance or noncompliance with any formalities connected with the contract documents or the changes do not affect Surety’s obligation under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the contract documents.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument under their several seals on this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and this Bond fully signed by each party’s undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal

(Official title)
Surety

By: _____

(Typed name) (SEAL)

(Official title)

By: _____

(Typed name) (SEAL)

(Countersignature by Florida Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of power of attorney appointing individual attorney-in-fact for execution of Payment Bond on behalf of Surety.