



St. Johns River

Water Management District

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

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On the internet at www.sjrwmd.com.

DATE: September 20, 2018

TO: Interested Firms

FROM: Alan Weaver, CPPO, Sr. Procurement Specialist

SUBJECT: Two-Step Invitation for Bid 33537, Addendum 5
Lake Apopka Innovative Total Phosphorus Removal

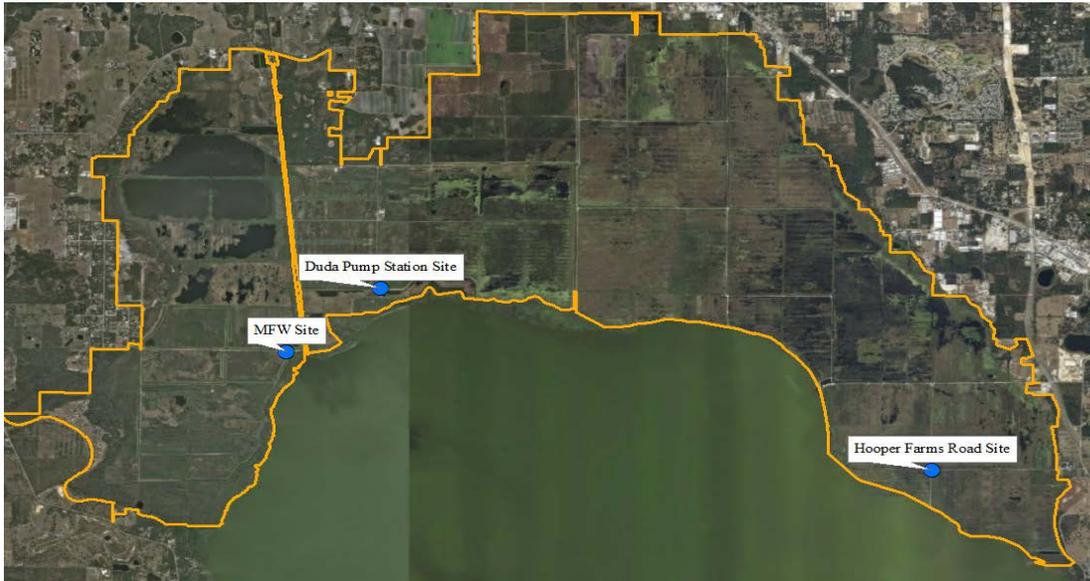
This addendum involves changes to the subject Two-Step Invitation for Bid — please read carefully:

1. The time and date for the submittal of bids is extended until: **1:00 p.m., October 9, 2018.**
2. On the title page, delete the last sentence in the third paragraph and all bulleted items; and replace them with the following:

“The Committee shall meet as follows:

- 10:00 a.m., September 12, 2018, to
 - Review the pre-qualifications criteria and responsibilities of the Committee members
 - 11:00 a.m., on September 26 and 27, 2018, if needed, to
 - Respond to any questions submitted by Respondents
 - 1:00 p.m., on October 9, 2018, to
 - Open the bids of all qualified respondents
 - 2:00 p.m., on October 15, 2018, to
 - Independently review each respondent’s qualifications and determine if a respondent is qualified or not qualified; and return unopened bids of unqualified respondents”
3. Page 48, “ATTACHMENT A — REVISED STATEMENT OF WORK,” the third bulleted item under “**Permits,**” shall be deleted in its entirety and replaced with the following:
 - “• If Contractor utilizes District property to construct and operate its proposed facility, Contractor shall enter into a separate “Lease Agreement” with the District for that purpose. A list of the “Deal Points” that will form the basis of the Lease is attached as Exhibit 1.

4. Page 47, delete the “Figure 2. Potential Project Site Locations” and replace it with the attached “Figure 2. Revised Potential Project Site Location”:



5. s:

6. Page 47, delete “Site Details” and replace it with the following:

“Site Details:

- MFW Site
 - Estimated site area: 0.1 ac
 - Distance to power: three-phase power adjacent to site
 - Distance to lake water: 0.3 miles
 - Access to the site location is through Ranch Road off CR 48 in Lake County. Contractor is responsible to repair any damage to existing roadways, fence, and other property disturbed by Contractor.
- Duda Pump Station Site:
 - Estimated site area: 0.1 ac
 - Distance to power: three-phase power adjacent to site
 - Distance to lake water: 0.5 miles
 - Access to the site location is through the North Shore Trailhead/McDonald Canal Boat Ramp entrance off CR 448A in Lake County. Contractor is responsible to repair any damage to existing roadways, fence, and other property disturbed by Contractor.
- Hooper Farms Road Site:
 - Estimated site area: 0.1 ac
 - Distance to power: power poles are adjacent to site with capability of installing service for three-phase power. Any required costs associated with establishing service to this site would be the responsibility of Contractor
 - Distance to lake water: 0.5 miles

- Access to the site location is through Lust Road off CR 437/Binion Road in Orange County. Please note that the first mile of this roadway within District property is part of the Wildlife Drive, which is accessible to the public between sunrise and sunset on Friday, Saturday, and Sunday as well as on federal holidays. When the Wildlife Drive is open to the public, the traffic flow is one-way, east to west on Lust Road, and Contractor must go with the flow of traffic. No heavy equipment or hauling of materials are permitted on days when the Wildlife Drive is open to the public. Contractor is responsible to repair any damage to existing roadways, fence, and other property disturbed by Contractor.”

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.

LEASE DEAL POINTS

In addition to executing the primary agreement (“Agreement”) included in the Two-Step Invitation for Bid 33537, the Successful Respondent (“Lessee”) is responsible to enter into a Lease Agreement (Lease) with the St. Johns River Water Management District (“District”) to use District land to conduct its phosphorus removal activities. The selected site location and project footprint must be approved by the District. The District Lease will contain additional provisions, including, but not limited to, the following:

1. The term of the Lease shall be for a period of two years, commencing on the Effective Date of the Lease. This Lease may be renewed for up to three one-year periods subject to available funding and upon written agreement of both the District and Lessee. The effective and completion dates of the Lease shall be coterminous with the effective and completion dates of the Agreement.
2. No lease fee or rent will be required under this Lease. In lieu of rent, Lessee will provide removal of total phosphorus from the lake and will also provide maintenance and security on the Lease Property. Lessee will report to the District any acts of vandalism, illegal activities or other problems observed on the Lease Property or neighboring public use area.
3. The purpose of the Lease is for the construction, operation, and maintenance of a facility and its associated components that will be used to remove total phosphorus from Lake Apopka (Facility), including storage of equipment associated with said Facility. Lessee is not to use the Lease Property for any other purpose except as agreed to in writing by both the District and Lessee. The footprint of the Lease Property shall be based on the plans for proposed Facility and the physical characteristics of the District property where the Contractor chooses to locate its Facility.
4. The use of the Lease Property is in an “AS-IS” condition. The District does not guarantee that the Lease Property can be used for the purpose intended by Lessee.
5. Lessee will be responsible for constructing, operating and maintaining the Facility at its sole cost and expense, for obtaining and maintaining compliance with all necessary permits, authorizations and approvals, and for maintaining compliance with all applicable laws, rules, regulations, ordinances, decrees, and orders.
6. Lessee may not allow or perform any construction without prior review and approval by the District, which approval shall not be unreasonably withheld or denied.
7. Lessee is solely responsible for contacting and contracting with utility providers, and for any costs of installation, connection and service for any needed electric, sewage, or other utilities. Lessee must obtain all necessary permits and authorizations needed including prior written approval from the District Project Manager before construction of any new utility connections.
8. The District will provide sufficient access to accomplish Work performed on District property. Lessee shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition as determined by the District in its sole discretion, at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Land access to the Lease Property/worksite is restricted to the route(s) designated by the District. Lessee is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of the Work only. Lessee shall not disturb lands or waters outside the boundaries of the Lease Property/worksite, except as may be found necessary and authorized in writing by the District. Lessee shall be responsible for all the site prepa-

ration, construction, maintenance and security of the proposed Facility, including, permitting, powering, mobilization, and demobilization. Upon completion of the contract, Lessee will have 90 days to remove all of the infrastructure related to the Facility and shall return the Lease Property to substantially the same condition as it was on the Effective Date of the Lease, ordinary wear and tear accepted.

9. Unlicensed vehicles shall not be not allowed on the Lease Property.
10. Lessee must at all times maintain all insurance as required by the Agreement. The policies shall extend coverage to all of the Lessee's operations and responsibilities under this Lease.
11. Lessee may not apply chemicals, including herbicides or pesticides, on the Lease Property without prior written approval from the District's Project Manager. Any approved application of chemicals must comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by the Florida Department of Environmental Protection and the Florida Department of Agriculture and Consumer Services; and any other conditions of the District's written approval.
12. The Lease Property is located within the District's Lake Apopka North Shore, which is open for, and shall remain open for, public recreational use. Lessee must at all times be courteous to the general public and shall comply with the District's public use rules in Chapter 40C-9, FL. Admin. Code.
13. Lessee shall be responsible for all maintenance and upkeep of the Lease Property, including all structures and fencing, in a safe and sanitary condition, including mowing and maintaining the area around all structures and facilities.
14. Lessee will be responsible for providing removal of all garbage, trash, and debris from the Lease Property. Garbage, trash, and debris is not to be stockpiled or allowed to accumulate on the Lease Property.
15. The District shall have the right at any time to inspect the Lease Property to ensure compliance with the terms of the Lease.
16. Within 90 days of termination of the Lease and/or Agreement, or any extensions thereof, Lessee shall remove the Facility and all its component parts, including those items located underground, and shall restore the Lease Property to substantially the same condition as it was on the Effective Date of the Lease, ordinary wear and tear accepted.
17. Lessee shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, assigns, and invitees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by use of the Lease Property by the Lessee and/or its officers, employees, agents, representatives, and subcontractors.
18. Nothing in the Lease shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District.
19. All property placed upon the Lease Property by Lessee shall be at Lessee's sole risk of loss. The District shall not be liable for any damage to or loss of any such property. Upon expiration or termination of this Lease or the Agreement, Lessee shall restore the Lease Property/worksites to its original condition as required in the Agreement. Lessee shall remove from the project area and all public and

private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 90 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Lessee. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Lessee.

20. Lessee is responsible for payment of all ad valorem, non-ad valorem, intangible personal property taxes, and special assessments as may be levied or assessed against the Lease Property that are associated with Lessee's activities under this Lease, including Lessee's improvements and personal property.
21. Lessee shall pay all lawful debts incurred by Lessee with respect to the Lease Property and any improvements thereon authorized by Lessee. Lessee must satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and employees with respect to any construction, alteration and repair of or on the Lease Property. Lessee shall not create any mortgages or other encumbrances, including easements, on the lease property, or liens for labor or material on or against the lease property.
22. The District may terminate the Lease for any of the following reasons: (i) any fraud or misrepresentation by Lessee regarding the Lease; (ii) any unauthorized use of or entry on to the Property by Lessee; (iii) any crime committed by Lessee on or adjacent to the Property; or (iv) Lessee's default under this Lease or the Agreement. Prior to termination for cause of this Lease, the District shall provide Lessee not less than 30 days written Notice of Termination, specifying the nature of the default and the date of termination. If Lessee has not cured the default within the time stated, the District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination.
23. The District may terminate the Lease at any time for publicly noticed land management or water management projects by providing at least six months prior written notice to Lessee. The District shall have no liability for any loss resulting from the termination including, but not limited to, lost profits and consequential damages.
24. Lessee shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Lessee shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Lessee shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Lessee. Lessee shall be solely responsible for all costs associated with any resulting, investigation, cleanup and remediation. Lessee shall indemnify and hold the District harmless from any environmental damage or loss to the extent it arises from Lessee's activities on the Property.
25. Prior to the expiration or termination of the Lease or the Agreement, or within 60 days thereafter, the District may coordinate and conduct a walkthrough of the site with Lessee to determine if there are

any hazardous materials or any waste contamination on the Property. If any contamination or hazardous materials are apparent, Lessee shall have 30 days to clean up the Lease Property or perform corrective actions to cure any contamination. If the parties disagree as to the existence of contamination or hazardous materials or, if after Lessee has completed its cleanup or corrective actions, the District is unsatisfied or reasonably suspects the continued existence of contamination or hazardous materials, the District may, in its sole discretion and at Lessee's expense, perform or cause to be performed a Phase I Environmental Site Assessment ("ESA") of the Lease Property for the purpose of ascertaining the presence of hazardous materials or waste, as defined under the environmental laws and regulations of the United States and the State of Florida ("Environmental Laws"). Lessee is entitled to approve any contractor(s) and costs prior to commencement of the ESA, which approval shall not be unreasonably withheld. The District shall provide Lessee with a copy of the ESA with five days of receipt by the District. If the ESA reveals an area of environmental concern that, in District's sole opinion, warrants further investigation, the District may commence an appropriate Phase II ESA. Lessee is solely responsible for environmental conditions on the Property caused by, or that the District reasonably believes is caused by Lessee, or Lessee's agents, invitees, employees, contractors, or other third persons as a result of Lessee's agricultural or related operations on the Property, including all costs for investigation and remediation thereof. Lessee shall cure the same in accordance with any remedial cleanup plan(s) approved by the District and any governmental agencies having jurisdiction over such contamination in accordance with Environmental Laws. This provision is a contract responsibility and obligation and in no way absolves Lessee of any future legal obligations to clean up any such environmental contamination if required by Environmental Laws in existence on the date hereof, or as those laws may hereafter exist.

26. The District's rights hereunder may be transferred in connection with a sale of the Lease Property without Lessee's consent. However, the District shall provide Lessee written notice of any such transfer.