



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 31, 2018
TO: Interested Firms
FROM: Alan Weaver, CPPO, Sr. Procurement Specialist
SUBJECT: Invitation to Negotiate 33472, Addendum 2
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. **Budget and timeframe clarification:** Funding in the amount of \$1.5 million is available to remove phosphorus (the "Work"). Proposers must provide a basic timeline in their proposals to show the following phases: Mobilization, Production (Phosphorus Removal), and Demobilization/Site Restoration. The Mobilization Phase may take up to six months. The Production Phase shall be 12 months of phosphorus removal. The Demobilization/Site Restoration is limited to 90 days, plus an additional 40 days for sod maintenance. If the \$1.5 million budget has not been expended by the end of the 12-month Production Phase, Contractor may request a time extension to expend the remaining funds. However, there is no guarantee the District will approve the request.
3. On page 12, "Item 20. Execution of Agreement" sub-paragraph "a)," as revised under Addendum 1, is herewith deleted in its entirety and replaced with the following:

"a. A payment bond in the amount of \$250,000; and a performance bond in the amount of \$250,000."
4. Page 24, the form, "Performance and Payment Bond," was deleted under Addendum 1 and replaced with a "Payment Bond" form. Delete the "Payment Bond" added under Addendum 1 and replace it with the attached, "Performance Bond and Payment Bond" forms, pages 24a and 24b, respectively.
5. On page 34, under Additional Provisions, the paragraph, "**PERFORMANCE AND PAYMENT BOND**," was deleted under Addendum 1 and replaced with "**PAYMENT BOND**." The paragraph added under Addendum 1 shall be deleted in its entirety and replaced with the following two paragraphs:

"**PAYMENT BOND:** The payment security furnished by Contractor and surety in the form provided by the District as 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.

"**PERFORMANCE BOND:** The performance security furnished by Contractor and surety in the form provided by the District as guarantee that Contractor will complete the demobilization and site restoration work required in the statement of work and in accordance with the terms of the Agreement."

6. On page 35, paragraph “18. **BONDS**,” was deleted in its entirety and replaced under Addendum 1. Paragraph “18. Bonds” added under Addendum 1 shall be deleted in its entirety and replaced with the following:

“18. **BONDS**

- (a) **Payment Bond.** A payment bond in the amount of \$250,000 is required.
 - (b) **Performance Bond.** A performance bond in the amount of \$250,000 is required. The Performance Bond is given as a guarantee that Contractor will complete the demobilization and site restoration work required in the statement of work. Unsatisfactory and/or refusal of this work by Contractor will result in Contractor forfeiting the full amount of the Performance Bond and the District retaining the Performance Bond not as a penalty, but as liquidated damages. It is agreed that the sum of the Performance Bond is a fair estimate of the amount of damages that the District will sustain in the event contractor fails to complete demobilization and site restoration as required in the statement of work. No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to Contractor for the recovery of the amount of the Performance Bond or as a defense to any action based upon the foregoing failure by Contractor.
 - (c) **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 Proposal Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.
 - (d) **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.
 - (e) In lieu of the bond, Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashier’s check, clean irrevocable letter of credit, or other security acceptable to the District.”
7. On page 48, Paragraph 3.D. Mobilization/Demobilization,” shall be deleted in its entirety and replaced with the following

“D. Mobilization/Demobilization:

Contractor shall be responsible for all the site preparation, construction, maintenance and security of the proposed process and shall include all costs (including, permitting, powering, mobilization, site preparation/construction, maintenance, security and demobilization) into the \$/pound bid price. Access to the site location is through the existing Fleming Island Treatment Facility. Contractor will comply will all CCUA’s security policies and procedures.

Upon expenditure of all funds or completion of the contract, whichever comes first, Contractor must remove all of the infrastructure related to the process immediately thereafter not to exceed 90 days. The site shall be returned to preexisting conditions by the removal of all structures, equipment pads, buried pipes, wires, conduit, and other utility lines used as part of the process. All areas in which Contractor worked must be uniformly graded and sodded. Watering of the sod for the first 30 days after sodding is Contractor’s responsibility. At the end of 30 days, any sod that has died must be replaced by Contractor within ten calendar days. Watering from that point forward will be CCUA’s responsibility. Any items related to the project may be left in place if Contractor and CCUA mutually agree. If any other permits or agreements require restoration in a manner different from that

which is specified above, Contractor must confirm with the District to receive written authorization to deviate from these requirements.”

8. The recording of the non-mandatory pre-proposal conference cannot be emailed due to its size. If you wish to obtain a copy of the recording, please email a request to Alan Weaver at aweaver@sjrwmd.com. The District will send an email invitation to access the file through Box.com.

9. A list of attendees of the Non-Mandatory Pre-Proposal conference is attached.

The following is recap of the questions and answers from the Non-Mandatory Pre-Proposal Conference on August 29, 2018:

10. **Question:** Can the filtered water go back into the system?

Answer: Yes, at the discharge point; it must meet appropriate levels; it cannot bypass check points; and it have no negative impact.

11. **Question:** Does the District have an approved lab?

Answer: No, the Successful Contractor must secure its on EPA/FDEP certified and approved laboratory.

12. **Question:** How will environmental impact be weighted?

Answer: The only thing measured will be removed phosphate; the cost-per-pound rate must include mobilization, system construction including materials, equipment, demobilization and site restoration.

13. **Question:** Is the purpose to just remove the phosphorus from the waste treatment plant?

Answer: Yes, to see if the levels can be reduced and sustained over time.

14. **Question:** Will Strip Stream be allowed?

Answer: No.

15. **Question:** Is water quality data available?

Answer: That data would come from Clay county – respondents may contact the County at their discretion.

16. **Question:** If project is not funded will Clay County pay for the equipment?

Answer: If they do, it would be outside of the contract with the District. The Successful Contractor can pursue this with Clay County.

17. **Question:** Will involvement in this project prevent bidding or proposing on another project?

Answer: No.

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.

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, 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, then this bond is
void; otherwise it remains in full force.

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 By: _____

(Official title) (Typed name) (SEAL)

Surety By: _____

(Official title) (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.

PERFORMANCE 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 for the payment of which sum will and truly be made.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work described in these contract documents, which are incorporated into this bond by reference, at the times and in the manner prescribed 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
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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	By: _____
_____	_____
(Official title)	(Typed name) (SEAL)

Surety	By: _____
_____	_____
(Official title)	(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.

**St. Johns River Water Management District
Non-Mandatory Pre-Proposal: 33472– Sign-In Sheet
Doctors Lake Advanced Effluent Treatment
10:00 A.M., August 29, 2018, Conference Room 136a
(Please fill in all Information Completely)**

If you wish to provide a business card in lieu of filling out the form, write your company's name and then "See Card" next to it.

1 Company:	<u>ESSRE Consulting, Inc.</u>		
Address:	<u>20 Rucker Road</u>		
City, State, Zip:	<u>Richboro, PA 18954</u>		
Attendee:	<u>Ed Weinberg</u>	Phone:	<u>(215) 630-0546</u>
Email	<u>edweinberg_essre@verizon.net</u>	Picked up Docs (Yes/No):	<u>N</u>

2 Company:	<u>Gator Aquatic Tech</u>		
Address:	<u></u>		
City, State, Zip:	<u></u>		
Attendee:	<u>Mike Chancey</u>	Phone:	<u>(863) 224-7096</u>
Email	<u>m.chancey@gatoraquatictech.com</u>	Picked up Docs (Yes/No):	<u>N</u>

3 Company:	<u>Green Earth OPS</u>		
Address:	<u>1421 34th Avenue, #301E</u>		
City, State, Zip:	<u>Seattle, WA 98122</u>		
Attendee:	<u>Bill Lucas</u>	Phone:	<u>(610) 644-0606</u>
Email	<u>blucas@greenearthops.com</u>	Picked up Docs (Yes/No):	<u>N</u>

4 Company:	<u>MetaMateria Technologies</u>		
Address:	<u>870 Kaderly</u>		
City, State, Zip:	<u>Columbus, OH 43228</u>		
Attendee:	<u>Tim Marth</u>	Phone:	<u>(614) 340-1690</u>
Email	<u>emarth@metamateria.com</u>	Picked up Docs (Yes/No):	<u>N</u>

5 Company:	<u>Baker Design Build</u>		
Address:	<u>219 N. Newnan Street, 2nd Floor</u>		
City, State, Zip:	<u>Jacksonville, FL 32202</u>		
Attendee:	<u>Inka Joensuu</u>	Phone:	<u>(904) 559-2652</u>
Email	<u>ijoensuu@bdbjax.com</u>	Picked up Docs (Yes/No):	<u>N</u>

6 Company:	<u>Baker Design Build</u>		
Address:	<u>219 N. Newnan Street, 2nd Floor</u>		
City, State, Zip:	<u>Jacksonville, FL 32202</u>		
Attendee:	<u>Kyle Davis</u>	Phone:	<u>(904) 559-2648</u>
Email	<u>kdavis@bdbjax.com</u>	Picked up Docs (Yes/No):	<u>N</u>

7 Company:	<u>Clay County Utility Authority</u>		
Address:	<u>3176 Old Jennings Road</u>		
City, State, Zip:	<u>Middleburg, FL 32068</u>		
Attendee:	<u>Jeremy Johnston</u>	Phone:	<u>(904) 272-5999</u>
Email	<u>johnston@clayutility.org</u>	Picked up Docs (Yes/No):	<u>N</u>

8 Company:	<u>Pure Global Solutions</u>		
Address:	<u>15455 N. Greeway Hayden Loop, Suite C6</u>		
City, State, Zip:	<u>Scottsdale, Arizona 85260</u>		
Attendee:	<u>Scott Yenglin</u>	Phone:	<u>(800) 308-7873</u>
Email	<u>scotty@pureglobalsolutions.com</u>	Picked up Docs (Yes/No):	<u>N</u>

9 Company:	<u>Hazen and Sawyer</u>		
Address:	<u>999 Ponce de Leon Boulevard, Penthouse - 1150</u>		
City, State, Zip:	<u>Coral Gables, FL 33134</u>		
Attendee:	<u>Gary Iversen, P.E.</u>	Phone:	<u>(305) 443-4001</u>
Email	<u>giverson@hazenandsawyer.com</u>	Picked up Docs (Yes/No):	<u>N</u>

10 Company:	<u>RES</u>		
Address:	<u>701 East Bay Street, Suite 306</u>		
City, State, Zip:	<u>Cahrleston, SC 29403</u>		
Attendee:	<u>Randy Wilgis</u>	Phone:	<u>(843) 619-4468</u>
Email	<u>rwilgis@res.us</u>	Picked up Docs (Yes/No):	N

11 Company:	<u>Phosphorus Free Watrer Solutions</u>		
Address:	<u>848 Kensinger Road</u>		
City, State, Zip:	<u>Lakeland, FL 33815</u>		
Attendee:	<u>Donald Luke</u>	Phone:	<u>(813) 610-5435</u>
Email	<u>dluke@phosphorusfree.com</u>	Picked up Docs (Yes/No):	N

12 Company:	<u>Rhule LLC</u>		
Address:	<u></u>		
City, State, Zip:	<u></u>		
Attendee:	<u>Patrick McDough</u>	Phone:	<u>(772) 529-2719</u>
Email	<u>pmcdonough@rhulellc.com</u>	Picked up Docs (Yes/No):	N

13 Company:	<u>Dyno Tech</u>		
Address:	<u>1215 N. Ilona Drive</u>		
City, State, Zip:	<u>Kemah, Texas 77565</u>		
Attendee:	<u>Patrick McDough</u>	Phone:	<u>(772) 529-2719</u>
Email	<u>pmcdonough@rhulellc.com</u>	Picked up Docs (Yes/No):	N

14 Company:	<u>Sawcross, Inc.</u>		
Address:	<u>10970 New Berlin Road</u>		
City, State, Zip:	<u>Jacksonville, FL 32226</u>		
Attendee:	<u>Brian Oliveros</u>	Phone:	<u>(904) 751-7500</u>
Email	<u>briano@sawcross.com</u>	Picked up Docs (Yes/No):	N

15 Company:	<u>Smith Bryan & Myers</u>		
Address:	<u>311 E Park Avenue</u>		
City, State, Zip:	<u>Tallahassee, FL 32301</u>		
Attendee:	<u>Lisa Hunley</u>	Phone:	<u>(850) 274-5081</u>
Email	<u>lhurley@smithbryanandmyers.com</u>	Picked up Docs (Yes/No):	<u>N</u>

16 Company:	<u>North Florida Land Trust</u>		
Address:	<u>2038 Gilmore Street</u>		
City, State, Zip:	<u>Jacksonville, FL 32204</u>		
Attendee:	<u>Cassie Froeba</u>	Phone:	<u>(904) 479-1964</u>
Email	<u>cfroeba@northfloridalandtrust.org</u>	Picked up Docs (Yes/No):	

17 Company:	<u></u>		
Address:	<u></u>		
City, State, Zip:	<u></u>		
Attendee:	<u></u>	Phone:	<u></u>
Email	<u></u>	Picked up Docs (Yes/No):	

18 Company:	<u></u>		
Address:	<u></u>		
City, State, Zip:	<u></u>		
Attendee:	<u></u>	Phone:	<u></u>
Email	<u></u>	Picked up Docs (Yes/No):	

19 Company:	<u></u>		
Address:	<u></u>		
City, State, Zip:	<u></u>		
Attendee:	<u></u>	Phone:	<u></u>
Email	<u></u>	Picked up Docs (Yes/No):	