

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
DOCTORS LAKE ADVANCED EFFLUENT TREATMENT
INVITATION TO NEGOTIATE 33472**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., September 13, 2018. Further information is available through Onvia DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from Onvia DemandStar, Vendor Registry, or the District by calling or emailing Alan Weaver, Sr. Procurement Specialist, at 386-329-4271 or aweaver@sjrwm.com. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

Remove phosphorus from Doctors Lake in the St. Johns River by use of an advanced effluent treatment process. Payments under this contract will be based on performance – remuneration to the Successful Respondent will be based on independently measured quantities of phosphorus removed from wastewater effluent prior to reclaimed use or discharge into Doctors Lake. The Successful Respondent will procure the services of a separate contractor to confirm the quantities removed by the Successful Respondent. The estimated budget for the project is \$1,500,000 for the first year of performance. The contract may be renewed for five additional one-year terms based on funding availability and Governing Board approval.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR
10:00 A.M., AUGUST 29, 2018, IN CONFERENCE ROOM 136A
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT HEADQUARTERS,
4049 REID STREET, PALATKA, FLORIDA 32177
RESPONDENTS MAY ATTEND IN PERSON OR BY TELECONFERENCE:
CALL-IN NUMBER: (888) 670-3525, PARTICIPANT CODE: 6285130206 THEN #

Special accommodations for disabilities may be requested through Alan Weaver, Sr. Procurement Specialist at (386) 329-4271 or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

The District’s Evaluation Committee (“Committee”) will meet at District headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, to evaluate and rank Proposals as follows:

- 10:00 a.m., September 12, 2018, to
 - Review the evaluation criteria, qualifications, statement of work, and responsibilities of the evaluators
- 10:00 a.m. and 2:00 p.m., on September 20, 2018, to
 - Discuss, evaluate and rank the written advanced effluent treatment proposals to determine a shortlist of Respondents to proceed to the oral presentations and negotiation phase of the solicitation process
 - Alternatively, the Committee may decide to invite all Respondents to the oral presentations and negotiation phase of the solicitation process.
 - Discuss negotiation strategies
- 9:00 a.m., September 27 and 28, 2018, to
 - Hear oral presentations and conduct negotiations with Respondents
 - Each Respondent will be assigned a designated meeting time, established by lot

- Respondents will provide oral presentations, including demonstrating the effectiveness, proficiency and capability of their proposed process and participate in negotiations with the District to provide its treatment needs (a wireless internet connection and projector will be available for Respondents)
- All aspects of the proposal, agreement and price are subject to negotiation
- 12:00 P.m., October 4, 2018
 - Receive Respondents best-and-final offers for the advanced effluent treatment
- 2:00 p.m., October 4, 2018, to:
 - Review and rank Best-and-final offers
 - Once all offers are considered and the Evaluation Committee reaches a decision, all Respondents will be notified of the Committee's intended recommendation to the Governing Board for consideration

Special accommodations for disabilities may be requested through Alan Weaver, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

NOTE: Public Records

This solicitation is subject to Florida's Public Records Laws and the exemptions there to, including provisions regarding confidential and trade secret records. Respondent is responsible for identifying confidential or trade secret information as such upon submittal to the District.

Unless otherwise exempt, Respondent's Proposal, including recorded oral presentations and presentation materials, is a public record subject to disclosure. If any information submitted with the Proposal is confidential under Florida's Public Records law or a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL" or "CONFIDENTIAL TRADE SECRET" in its Proposal AND explain the statutory basis for such exemption. Placing "Confidential" or "Confidential, Trade Secret" in the header or footer of a page is NOT sufficient to identify what material Respondent believes to be confidential or trade secret, nor does it explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Proposal for excessive or unwarranted assertion of confidentiality or trade secret confidentiality and return the Proposal to Respondent.

Notwithstanding any other provision hereof, the District shall not be liable to Respondent for release of confidential or trade secret information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential or trade secret by Respondent, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidential or trade secret information. In the event of a dispute as to whether the requested information is confidential or a trade secret, Respondent shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the proposal provided by Respondent (the “Proposal”), and all required certifications and affidavits.

2. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Alan Weaver, Sr. Procurement Specialist
 Phone: 386-329-4271
 Fax: 386-329-4546
 Email: aweaver@sjrwm.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

3. WHERE TO DELIVER PROPOSAL

The Proposal must be submitted in a sealed envelope to:

Alan Weaver, Sr. Procurement Specialist
 Attn: Office of Financial Services
 St. Johns River Water Management District
 4049 Reid St, Palatka, FL 32177-2571

Respondents must clearly label the Proposal envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED PROPOSAL — DO NOT OPEN
 Respondent’s Name: _____
 Invitation to Negotiate: 33472
 Opening Time: 2:00 p.m.
 Opening Date: September 13, 2018

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

4. OPENING OF PROPOSALS

Respondents or their authorized agents are invited to attend the opening of the Proposals at the following time and place:

2:00 p.m., September 13, 2018
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Proposals from inspection and copying until such time as the District provides notice of an intended decision pursuant to

§120.57(3)(a), Fla. Stat., or until 30 days after opening of Proposals, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

This solicitation is subject to Florida's Public Records Laws and the exemptions there to, including provisions regarding confidential and trade secret records. Respondent is responsible for identifying confidential or trade secret information as such upon submittal to the District.

Unless otherwise exempt, Respondent's Proposal, including recorded oral presentations and presentation materials, is a public record subject to disclosure. If any information submitted with the Proposal is confidential under Florida's Public Records law or a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL" or "CONFIDENTIAL TRADE SECRET" in its Proposal AND explain the statutory basis for such exemption. Placing "Confidential" or "Confidential, Trade Secret" in the header or footer of a page is NOT sufficient to identify what material Respondent believes to be confidential or trade secret, nor does it explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Proposal for excessive or unwarranted assertion of confidentiality or trade secret confidentiality and return the Proposal to Respondent.

Notwithstanding any other provision hereof, the District shall not be liable to Respondent for release of confidential or trade secret information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential or trade secret by Respondent, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidential or trade secret information. In the event of a dispute as to whether the requested information is confidential or a trade secret, Respondent shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.

5. **PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS**

Respondent must submit its Proposal in "digital" format. Instructions for submitting are provided below.

1. Respondents must submit the following fully completed documents on reproduced copies of the attached forms provided in FORMS:
 - a) Proposal Form
 - b) Cost Schedule (and Excel® spreadsheet, if applicable)
 - c) Certificate as to Corporation
 - d) Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e) Qualifications (General, Similar Projects, Client References, and Subcontractors forms)
 - f) Drug-Free Workplace Form (not required unless there is a tie)
 - g) Proposal Bond form
2. All blank spaces on the Proposal Form shall be typed or legibly printed in ink.
3. Respondents shall provide and complete the following forms and questionnaires, and include them in their Proposal under the tabs identified below (responses to the forms and questionnaires can be submitted on reproduced copies):

Tab 1: Background and Qualifications

- a) Certificate as to Corporation Form
- b) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- c) Drug-Free Workplace Form – required only in the event of a tie
- d) Qualifications Form — General

e) Qualifications Form — Similar Projects

In addition to the above forms, the Respondent is responsible for providing evaluative documentation that it possesses the background and qualifications necessary to perform the Work.

Tab 2: Personnel

Although, there are no forms to complete under this section, the Respondent is responsible for providing evaluative documentation that it has the personnel required to perform the Work.

Tab 3: Client References

a) Qualification Form — Client References

Tab 4: Project Management

a) Proposed Subcontractors

In addition to the above form, the Respondent is responsible for providing evaluative documentation that it has the necessary project management skills required to perform the Work.

Tab 5: Technical Merit

Although, there are no forms to complete under this section, the Respondent is responsible for providing evaluative information demonstrating its technical merit.

Tab 6: Cost Effectiveness

a) Proposal Form

b) Cost Schedule

Tab 7: Additional Information:

Standard brochures and specifications may be submitted as additional material, but shall not be submitted as the primary qualification data (Information included under this tab will not receive a score).

Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications.

4. Respondent must follow all procedures for electronic submission or the Respondent's Proposal may be determined as "non-responsive" and rejected.
5. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under Item "A" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
6. All of the forms and questionnaires in the Invitation to Negotiate package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal in electronic format.
7. The file-naming conventions for the Proposal shall include:
 - a) Proposal submittal: ITN # Respondent's name (abbreviated) Due Date
(Example: ITN 33472 ABC Company 09-13-18)
8. The Proposal submittal must include a separator page between each "Tabbed" section:
 - a) Example: Tab 1: Respondents Capabilities and Experience
9. All electronically submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed responses – DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.

If you need assistance or have any questions about the format, please email or call Alan Weaver at aweaver@sjrwmd.com or 386-329-4271.

In the event you decline to submit a Proposal, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a Proposal.

6. **INQUIRIES AND ADDENDA**

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District’s procedures and assist Respondents in referring to any applicable provision in the Invitation to Negotiate documents, but the Respondent is ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Proposals in order to be considered. Requests may be submitted by fax at 386-329-4546 or by email at aweaver@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Proposals.

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda become part of the Agreement.

7. **BUDGET**

The estimated budget for the Work is \$1,500,000 for the first year. The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimated budget in awarding the Agreement. The District also reserves the right to reject all Proposals if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. **MINIMUM QUALIFICATIONS**

Respondent must use the “Qualification” forms (General, Similar Projects, and Client References) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Proposal may be considered non-responsive.

- a. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed, or have been successfully operating, at least one project of a similar nature (advanced effluent treatment of a water body to remove phosphorus) within the five years immediately preceding the date for receipt of Proposals. Those Respondents that provide third-party verification of the phosphorus removal results from the project will receive higher scores.
- b. Respondent must have no less than one year of experience on projects of the nature specified above.
- c. All lead engineers associated with the work on this contract must be licensed as a professional engineer through the Florida Department of Business and Professional Regulation. All licenses must be current as of the date set for receipt of Submittals — provide copy of license(s) and/or table of engineers with Florida professional engineering number with submittal.

- d. Respondent must provide two client references. One of the client references may be from the similar project listed in response to subparagraph (a), above.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

9. PROPOSAL GUARANTY

Each Proposal must be accompanied by a Proposal guaranty in the form of a Proposal bond or cashier's check, payable to the District, for five percent of the "Total Proposal Cost" indicated on the Proposal. Cash will not be accepted. The Proposal bond must be written through a licensed Florida agency with a company licensed to do business in the State of Florida and meeting the requirements of the Agreement. The guarantee must provide that the Proposal will remain firm for 60 days after the designated date and hour of the Proposal opening; that if the Proposal is accepted, Respondent must enter into a contract with the District in accordance with the Agreement; and that Respondent will provide any required performance and payment bonds and certificates of insurance.

If Respondent withdraws its Proposal after receiving notice of acceptance thereof, Respondent will be liable to the District for the full amount of the guaranty as representing the District's damages on account of Respondent's default.

Within ten days after the Proposal opening, the Proposal guaranty will be refunded to all respondents, except the three lowest responsive and responsible Respondents. The remaining Proposal guarantees will be refunded within 30 days after the District and the Successful Respondent have executed the Agreement and all other necessary documents.

Attorneys-in-fact who sign Proposal bonds and performance and payment bonds must file with such bonds a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a Florida resident agent of the surety, with proof of agency attached.

10. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Work on the attached "Proposed Subcontractors" form. Respondent must submit with its Proposal a list of all known subcontractors who will participate in more than ten percent of the Work. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

12. **DISQUALIFICATION OF RESPONDENTS**

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Proposal;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

13. **REJECTION OF PROPOSAL**

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

The District reserves the right to reject any and all Proposals and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

14. **WITHDRAWAL OF PROPOSAL**

Respondent may withdraw its Proposal if it submits such a written request to the District prior to the designated date and hour of opening of Proposals. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District in its sole judgment and discretion.

15. **EVALUATION AND AWARD PROCEDURES**

- a. Proposals will be evaluated by a staff evaluation committee ("Committee") based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The Committee will meet at District headquarters or other location as appropriate to discuss the Proposals and their individual evaluations. Each Committee member completes a paper or electronic evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the Committee meeting.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed.

Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Proposals or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all Proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Proposals.
- d. Each shortlisted Respondent will make an oral presentation to the Committee for the advanced effluent treatment services for which the Respondent is shortlisted. The Committee will score each oral presentation using some of the same criteria used to score the written proposals. Immediately following the oral presentation(s), the District will enter negotiations with the Respondent(s). **Following negotiations, each Respondent will submit Best-and-Final offers for their treatment services to the District.**
- e. For procurement actions that require Governing Board approval, all Respondents will be notified in writing of the Committee's intended recommendation to the Governing Board regarding award of the Agreement.
- f. The Committee will meet to evaluate and rank the Proposals and oral presentations in the location(s), time(s) and date(s), stated at the beginning of this Invitation to Negotiate package.
- g. The Agreement will be awarded to the Respondent having the highest ranked Proposal after the best-and-final offers are received, and which successfully concludes negotiations with the District (the "Successful Respondent").
- h. If two or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; or (3) by lot.
- i. For 90 days after the designated date and hour of the opening of Proposals, the Respondent will not be permitted to increase its proposed cost.
- j. In the event the Successful Respondent fails to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
- k. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

16. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

17. EVALUATION CRITERIA

The Committee will evaluate each Proposal using the evaluation criteria on the subsequent pages (failure by the Respondent to include the required information may result in the Proposal being considered non-responsive or may receive a correspondingly low score pursuant to the Evaluation Rating Scale):

- a. Determine Shortlist of Respondents
 - 1. The Committee will use the total weighted score for Criteria Items 1 – 5 of the “Written Proposal and Cost Score” to determine a shortlist of respondents that will advance to the oral presentation and negotiation phase of the solicitation process; OR
 - 2. The Committee may opt to invite all respondents to the oral presentations and negotiations phase of the solicitation process.
- b. Determine Final Ranking of Respondents — the District will re-evaluate the Respondents during the oral presentations phase of the solicitation process. The 80% of the total weighted score for Criteria Items 1 – 5 of the “Written Proposal score will be added to 20% of the Oral Presentation and Best-and-Final Offer (BAFO) score (total of items 2, 4 and 5)” to determine the final ranking of respondents.

More than adequate.....8 – 10 Less than adequate 1 – 4
 Adequate.....5 – 7 Not covered in submittal 0

Criteria	Written Proposal and Cost Score			Oral Presentatio and BAFO Score		
	Weight	Raw Score	Weighted Score	Weight	Raw Score	Weighted Score
1 Respondents Capabilities and Experience a) Past experience on projects of this type. List of projects for which Respondent has provided similar services which are most related to the type of services required for this project. In determining which projects are most related, consider related size and complexity; how many members of the proposed staff worked on the listed projects; and how recently the project was completed. List the projects in priority order, with the most related first. b) Provide third party independent verification of previous work and effectiveness c) Provide the staffing team and experience d) Proposed schedule	10%					
2 Project Approach and Project Management a) Submit a brief (not-to-exceed three page) summary of the Project approach. The project approach summary should include an outline of the steps, methods, and procedures proposed to complete project as described in the Statement of Work. The project approach should reflect Respondent’s overall plan show how proposed process meets the Districts goals and objectives b) Understanding of problems, objectives and work c) Ability to meet District needs and perform work d) Equipment and availability to meet time frames	15%			30%		
3 Client References List all similar projects (up to the past five years)	5%					
4 Technical Merit a) Fully and Clearly explain the proposed process, chemically and physically b) List limitations of the Proposed process (treatment, flow, etc.) c) Explain how different forms of dissolved Phosphorus are removed d) Display in-depth knowledge of subject matter e) QA/QC Methods f) Completeness of proposal g) Clarity of proposal	10%			30%		
5 Cost Effectiveness – (Cost Schedule shall be submitted in a separate electronic file on the pin drive.) The responsive and responsible Respondent who submits the lowest proposed overall cost to the District based on total phosphorous removed as calculated in the cost schedule section in this invitation to bid. The lowest cost will receive a raw score of “10.” All other responsive and responsible proposed costs will be scored proportionately using the following formula: Multiply the lowest score by 10, divide that amount by the next lowest amount to determine the Cost Effectiveness score.	40%			40%		
SUBTOTAL (Written Submittal and Oral Presentation)	100%			100%		
WEIGHTED MULTIPLIER			x 80%			x 20%
WEIGHTED SUBTOTAL (Written Submittal and Oral Presentation)						
WEIGHTED SUBTOTAL (Written Submittal Score)						
TOTAL (Weighted Subtotal of both the Written Submittal and Oral Presentation)						

18. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its . Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

19. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation to Negotiate is intended to remain tangible personal property and not become part of a public work owned by the District.

20. EXECUTION OF AGREEMENT

Submittal of a Proposal binds the Successful Respondent to perform the Work upon acceptance of the Proposal and execution of the Agreement by the District.

Unless all Proposals are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A performance and payment bond;
- b. A completed Internal Revenue Service Form W-9;
- c. Satisfactory evidence of all required insurance coverage;
- d. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent;
- e. All other information and documentation required by the Agreement.

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

21. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on

the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

22. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices that are posted on Onvia DemandStar and Vendor Registry are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

23. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

FORMS

PROPOSAL FORM

Include this form in the response

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this proposal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this proposal or in the Agreement to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that this proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its proposal is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title _____
Fax number

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 amount 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 Total Phosphorus Categories at flow rate 2.5MGD	Total Pounds of Phosphorus removed in year (lb)	Unit Bid Cost/Pound P (\$/lb)	Total Cost (Unit Bid Cost x Total Pounds)
1	2.0 mg/L < TP >= 1.0 mg/L	3,750 lb	\$	\$
2	1.0 mg/L < TP >= 0.5mg/L	2,150 lb	\$	\$
3	0.5 mg/L < TP	600 lb	\$	\$
			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

PROPOSED SUBCONTRACTORS

Include this form in the response

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors that exceed ten percent of the cost.

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Invitation to Negotiate and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response

STATE OF _____

COUNTY OF _____

I, the undersigned, _____ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

_____ the Respondent that has submitted the attached proposal.

2. The attached proposal is genuine. It is not a collusive or sham proposal.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached proposal.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

As part of the proposal, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: _____

Respondent’s tax identification No.: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience in similar advanced effluent treatment of a water body to remove phosphorus is work described in the INSTRUCTIONS TO RESPONDENTS: ____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this proposal or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this proposal. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed, or have been successfully operating, at least one project of a similar nature (advanced effluent treatment of a water body to remove phosphorus) within the five years immediately preceding the date for receipt of Proposals, as described in the INSTRUCTIONS TO RESPONDENTS. (Add additional sheet for optional additional completed projects.)

Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Optional Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent shall provide two client references, which may include the similar project listed above. (If the Similar Project listed above is cited as one of the references, simply state "Similar Project.")

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

The Respondent, (business name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

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

By: _____

Title: _____

Date: _____/

PROPOSAL BOND FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS that _____, whose address is: _____, (“Principal”), and _____, whose address is _____, (“Surety”), are held and firmly bound unto the St. Johns River Water Management District, whose address is 4049 Reid Street, Palatka, Florida 32177 (the “District”), in the Penal Sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying proposal for Proposal 33472, Doctors Lake Advanced Effluent Treatment, which is scheduled to be opened on September 13, 2018.

NOW, THEREFORE, if Principal shall not withdraw this proposal within 60 days after date of proposal opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the proposal as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the District the difference between the amount specified in proposal and the amount for which the District may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to retain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way diminished, impaired, or affected by any extension of the time within which the District may accept such Proposal, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties have executed this statement under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed below and this statement being signed by his representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL

(Official Title)

By: _____
(typed name) (SEAL)

SURETY

(Official Title)

By: _____
(typed name) (SEAL)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of proposal bond on behalf of Surety.

PERFORMANCE AND 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 Total Contract Amount, \$ _____, 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. 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
3. 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
4. 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

 (Official title)
 Surety

 (Official title)

By: _____

 (Typed name) (SEAL)
 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.

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION TO NEGOTIATE 33472
DOCTORS LAKE ADVANCED EFFLUENT TREATMENT

Your reasons for not responding to this Invitation to Negotiate are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Office of Procurement Services no later than the date set for receipt of proposals. Thank you for your cooperation.

Please check (as applicable):

- Specifications too “general” (explain below)
- Insufficient time to respond to the Invitation for Bids
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet bid specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ TO/FOR
DOCTORS LAKE ADVANCED EFFLUENT TREATMENT**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and _____ ("Contractor"), whose address is _____ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 33472, Doctors Lake Advanced Effluent Treatment (the "Work"). In accordance with ITN 33472, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is _____, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- (d) This Agreement may be renewed for four additional 12-month terms by the mutual and written consent of both parties.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall

provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

3. **OWNERSHIP OF DELIVERABLES.** The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
4. **FUNDING OF AGREEMENT.** For satisfactory performance of the Work, the District agrees to pay Contractor the not-to-exceed amount of \$_____ (the "Total Compensation"). [Payment schedule to be negotiated.]
5. **PAYMENT OF INVOICES**
 - (a) Contractor shall submit itemized invoices on a monthly basis for the Work by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
 - (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
 - (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
 - (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
 - (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
 - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
8. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
10. **PROJECT MANAGEMENT PERSONNEL**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

DISTRICT

Marc Van Heden, Project Manager
 St. Johns River Water Management District
 525 Community College Parkway, S.E.
 Palm Bay, FL 32909-2213
 Phone: 321-676-6604
 Email: mvanhede@sjrwmd.com

CONTRACTOR

TBD, Project Manager
 TBD
 TBD
 TBD
 Phone: TBD
 Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep, on the worksite during its progress, a competent plant operator that is satisfactory to the District. The plant operator shall not be changed except with the District's consent, unless the plant operator proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The plant operator shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Contractor shall schedule a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the District's approval not less than five days prior to the pre-work conference. The District shall have ten days to review the work plan. Not less than five days prior to the pre-work conference, Contractor shall provide the District a list of each subcontract exceeding ten percent of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the District the project schedule and update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.

- (c) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (d) **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a “cure” notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

12. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor’s inefficiency, rework made necessary by Contractor’s error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

13. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District’s Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work

that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for “Emergency Changes in the Work.”

(b) Change Orders

- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor’s capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager’s certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor’s estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

14. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor’s: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work; (9) failing to reach and maintain an agreement with the Clay County Utility Authority for the project site as provided in the Statement of Work; or (10) any other material breach of this Agreement. In such event, the District

shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
 - (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
 - (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.

- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

15. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (and Friday), and Christmas Day.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR'S PROJECT MANAGER: The individual designated by Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR'S PLANT OPERATOR: Contractor's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from Contractor's Project Manager or the District.

DELIVERABLES: All Work that is to be performed pursuant to the Statement of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

DISTRICT'S PROJECT MANAGER: The District employee designated by the District to be responsible for overall coordination, oversight, and management of the Work for the District.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the District upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The District's Project Manager or an authorized representative of the District who is assigned to inspect the Work.

INVITATION TO NEGOTIATE: An advertised solicitation for sealed competitive Proposals, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Responses, and all contractual terms and conditions.

PERFORMANCE AND 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 perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a bid, proposal, or Performance and Payment Bond, the word “principal” means the same as the word “Contractor.”

RESPONDENT: Any person who submits a response to a solicitation.

STATEMENT OF WORK: The District’s written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The person bound by the Agreement bond with and for Contractor, and who is primarily liable and engages to be responsible for Contractor’s satisfactory performance of the Work and for its payment of all debts pertaining thereto.

TOTAL PROPOSAL: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

16. **ASSIGNMENT AND SUBCONTRACTS.** Contractor shall not sublet, assign, or transfer any Work, involving more than 10% of the total cost of the Work, or assign any monies due or to become due hereunder, without the District’s prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.
17. **AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

18. **BONDS**

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a payment bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
 - (b) **Performance Bond.** A performance bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a performance bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
 - (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 Bid 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, cashiers check, irrevocable letter of credit, or other security acceptable to the District.
19. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.
20. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property 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 Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
21. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
22. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such

contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

23. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

24. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and Contractor declines to modify the invoice, Contractor must notify the District in writing within ten days of receipt of notice of rejection that Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

- 25. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

26. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.
27. **EMPLOYMENT ELIGIBILITY.** Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Contractor must provide the District with evidence that Contractor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.
28. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

29. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING AND INTEGRITY.**

Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., Contractor agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency. Contractor certifies, by its signature to the Agreement, that to the best of Contractor's knowledge and belief, Contractor has complied with all federal, state, and local laws in its dealings associated with this agreement, including but not limited to, §112.3261, Fla. Stat.

30. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

31. **INSPECTION AND TESTING OF WORK; TOOLS, PLANT, AND EQUIPMENT**

- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (c) **Re-examination of Work.** The District may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with

specifications, the District will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.

- (d) **Testing.** If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the District's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Project Manager, Contractor's Project Manager shall supply the District's Project Manager with 72-hours prior notice of such inspection. Inspections by the District's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the District's Project Manager, it shall, if required by the District, be uncovered for examination at Contractor's expense.
- (e) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
32. **LAND AND WATER RESOURCES.** Contractor 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, reservoirs or into Clay County Utility Authority's wastewater treatment process. Contractor 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, Contractor 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 Contractor.
33. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.
34. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated

with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

35. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:

- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
- (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
- (c) Contractor shall:
 - (i) give to the proper authorities all required notices relative to the Work;
 - (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility;
 - (iii) furnish any bonds, security, or deposits required to permit performance of the Work;
 - (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
 - (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

36. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.

37. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's satisfaction. Should Contractor fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

38. **PUBLIC RECORDS**

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Contractor of the request, and Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, Contractor may be subject to penalties under s. 119.10, Fla. Stat.
 - (ii) Upon request from the District's custodian of public records, Contractor shall provide the District 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, Fla. Stat., or as otherwise provided by law.
 - (iii) Contractor shall identify and ensure that all 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 Contractor does not transfer the records to the District.
 - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.
- (d) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:**

District Clerk

St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4127
clerk@sjrwm.com

39. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
40. **REMEDIES FOR NON-PERFORMANCE**
- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
41. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
42. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall

provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

- 43. **SCRUTINIZED COMPANIES.** In accordance with §287.135, Fla. Stat., this contract may be terminated by the District if Contractor : (1) is found to have submitted a false certification stating that it is not on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List” or (2) is placed on either list.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Ann B. Shortelle, Ph.D., Executive Director (or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

- Attachments:
Attachment A — Statement of Work/Technical Specifications
Attachment B — Insurance Requirements
Attachment C — District’s Supplemental Instructions (sample)
Attachment D — Contract Payment Requirement for State-Funded Cost Reimbursement Contracts

ATTACHMENT A — STATEMENT OF WORK

1. OBJECTIVE

The goal of the Pay For Performance Doctors Lake Advanced Effluent Treatment Project is to clearly demonstrate that nutrient treatment technologies, alone or in combination, can sustainably, substantially and cost-effectively remove Total Phosphorus (TP) from wastewater effluent water for a period of one year. The objective of the project is to select a treatment technology at full scale that will remove an estimated 6,500 lbs/yr of total phosphorus. The objective is to also show best evidence of scalability to meet long-term water quality goals within the constraints of this particular watershed. This project will assist in furthering water quality improvements in the Doctors Lake Basin within the lower St. Johns River Basin.

2. SCOPE**A. Project Description:**

The Doctors Lake Advanced Effluent Treatment project will provide funding in the amount up to \$1,500,000 for advanced treatment of effluent from a local wastewater treatment facility to remove phosphorus prior to reclaimed use or discharge. The proposed project shall treat a minimum 2.0 MG/day on an annual average basis. The project will be located in Clay County, Florida, on land owned by Clay County Utility Authority (CCUA). Contractor shall provide the design, materials, labor, testing, buildings, equipment, transportation, utilities, power and disposal of by-product and wastes necessary for the process.

Project location:

Fleming Island Wastewater Plant, Clay County, Florida



B. Treatment Process Requirements

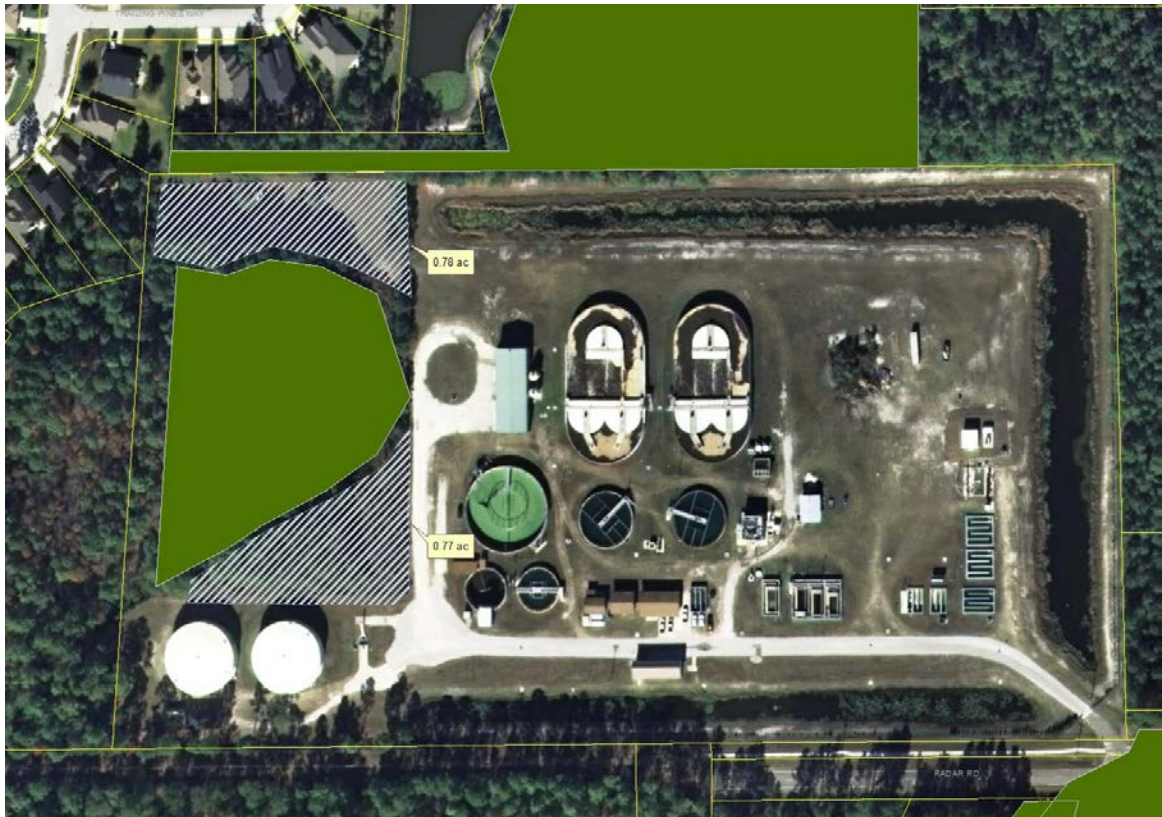
1. Treatment

Contractor shall propose a treatment process to remove TP from the wastewater effluent stream of the Fleming Island WWTF. The process should focus on dissolved Phosphorus since the effluent is pre-filtered and the suspended solids are low (See water quality data in water source section). The treatment should be able to reduce phosphorous by 6,500 lb/year.

2. Minimum Flows:

The treatment process shall be capable of handling a minimum 2 MG/day on an annual average basis. The design of the proposed process shall consider the diurnal and hourly fluctuations of flows at the treatment facility.

3. Site Plan:



Hatched areas are available for proposed facilities, subject to CUA approval.

4. Power Source:

Contractor will have to provide a separate power feed and meter for the new treatment process. Clay Electric Cooperative, Inc. currently serves the Treatment Facility. All costs relative to

establishing power to the facility will be the responsibility of Contractor and the time required to establish the power feed should be accounted for in the project schedule.

5. Piping and Pumping:

All piping and pumping of the water from the CCUA process to the proposed facility shall be the responsibility of Contractor. CCUA may elect to construct the connection and return points with associated piping from within existing facility at Contractor's expense. All piping locations shall be approved by CCUA. The sizing of the piping and pumping facilities shall be determined by Contractor to meet the minimum flows.

6. Flow Measurement:

Contractor shall provide both influent and effluent flow measurements. The flow meters shall be capable of instantaneous measurement and of providing daily flow totals. All flow data shall be recorded and reported to the District and CCUA per the requirements of the reporting section below.

7. Influent/Effluent Sampling:

Composite sampler: Both influent and effluent sampling shall be performed with a flow based composite sampler on a daily basis. Contractor is responsible to hire an independent laboratory to measure influent and effluent phosphorous concentrations of the process.

8. Constituents: The Daily samples shall be tested for:

- o Total Phosphorus
- o Ortho Phosphorus

Standards EPA 365.3: Phosphorous in Water, Ascorbic Acid Colorimetric Method

9. By-Product Disposal:

All by-products of the proposed process shall be identified prior to commencement. Contractor shall provide composition and estimated quantities of any byproduct of the treatment process. Contractor shall also identify the end use or disposal location of any by-product. Contractor is responsible for all costs to dispose of by-products.

10. Water Source:

Depending on the process, water for TP treatment can be withdrawn and returned from a variety of possible locations. The exact location must be coordinated and accepted by CCUA. The returned water shall not impact the existing treatment system or permit requirements by changing the pH, chlorination (chlorine residual), flow rate, other parameters or treatment processes that may affect the existing treatment facility. The withdrawal and return shall be located near one another within the same process of the existing facility but not so close as to allow the discharge to be drawn into the intake to prevent short circuiting. The withdrawal/return location cannot circumvent any FDEP sample points, flow meters or disinfection. The withdrawal/return location is subject to acceptance by FDEP and CCUA. Piping from the withdrawal and return locations may be constructed by CCUA at Contractor's expense. It shall be assumed that the current

treatment process shall not be modified during the contract period, therefore the water source should remain relatively consistent.

2017 Water Quality Summary Table													
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Flow, D001	1.06	0.92	0.57	0.52	0.29	0.63	0.62	1.30	1.60	1.67	1.57	1.91	1.05
Flow, R001	0.95	1.37	1.97	1.65	2.25	1.17	1.74	1.24	1.19	1.30	1.40	0.98	1.43
Flow Total	2.02	2.29	2.54	2.17	2.53	1.80	2.35	2.53	2.79	2.97	2.97	2.89	2.49
BOD, Carbonaceous 5 day, 20C	3.05	5.18	5.13	2.10	2.03	3.26	2.05	4.77	3.95	2.55	3.68	4.80	3.54
Solids, Total Suspended	1.00	1.05	1.08	1.00	1.00	1.00	1.00	1.00	7.35	1.03	1.05	1.00	1.55
Nitrogen, Ammonia, Total (as N)	0.13	0.20	0.04	0.07	0.07	0.13	0.07	0.31	0.14	0.12	0.15	0.20	0.14
Nitrogen, Kjeldahl, Total (as N)			0.71			0.75			0.80			0.46	0.68
Nitrogen, Organic, Total (as N)			0.63			0.65			0.72			0.78	0.69
Nitrogen, Total	3.36	3.57	3.83	3.15	3.11	3.17	4.05	4.38	2.71	2.65	3.02	2.88	3.32
Phosphate, Ortho (as P)			0.72			0.51			0.81			0.83	0.71
Phosphorus, Total (as P)	0.80	0.78	0.54	0.85	1.28	1.35	1.37	1.42	0.88	1.02	0.52	0.39	0.93
pH	7.07	7.26	7.07	6.97	6.92	6.81	6.81	6.80	6.96	6.90	7.18	7.17	6.99
Temperature (C), Water	24.50	23.80	24.70	24.60	28.30	30.10	31.30	30.70	30.70	30.40	27.00	24.80	27.58
Chlorine, Total Residual	0.41	0.36	0.83	0.61	0.41	0.33	0.91	1.63	0.41	0.48	0.81	0.31	0.62
Oxygen, Dissolved (DO)	6.7	6.4	6.8	6.2	6.1	6.0	5.9	5.8	5.8	5.7	6.2	6.8	6.20

General WWTP Facility Information:

COUNTY	CLAY
FDEP OFFICE	Northeast District
FACILITY ID	FL0043834
NAME	Fleming Island Regional WWTF
NPDES	Y
FAC TYPE	Domestic WWTP
FACIL ADDRESS 1	1770 Radar Rd
CITY	Orange Park
OWNERSHIP TYPE	Authority
TREATMENT PROCESS SUMMARY	Extended Aeration WWTP With Effluent To Golf Course & Residential Reuse
PERMITTED CAPACITY (MGD)	4
DW CLASS	IIIB
COMPANY NAME	Clay County Utility Authority
PARTY ADDRESS1	3176 Old Jennings Rd
CITY, STATE, ZIP CODE	Middleburg FL 32068-3907
PARTY PHONE	904-272-5999
Permit ISSUE_DATE	31-Mar-14
Permit EXPIRATION_DATE	30-Mar-19

3. TASKS AND DELIVERABLES

A. Permits:

Florida Department of Environmental Protection (FDEP):

The Fleming Island WWTF is an NPDES facility, permitted by the Florida Department of Environmental Protection. FDEP reserves the right to review the project for approval. Contractor shall submit all process information to FDEP for approval/ permitting.

Clay County Utility Authority (CCUA):

CCUA is the owner and operator of the Fleming Island WWTF. Contractor shall submit all process information to CCUA for acceptance.

Local State and Federal Permits:

Contractor shall obtain all other permits for activities such as clearing, and buildings constructed on site.

Contractor shall provide the District copies of all permits.

B. Agreement with Clay County Utility Authority

Prior to commencement, Contractor shall enter into an agreement with CCUA which allows Contractor to construct and operate the proposed facility on CCUA property. Failure to reach and maintain an agreement with CCUA will be a breach of this Agreement subject to termination for cause as outlined in the TERMINATION AND SUSPENSION section. The current CCUA treatment process shall not be modified during the contract period, therefore the water source should remain relatively consistent. Contractor shall provide the District copies of all agreements. Modification to CCUA treatments processes will not be allowed.

The design, construction, operation, maintenance, and removal of the facility related to the proposed project shall in no way financially burden or obligate CCUA or its rate payers.

C. System Performance

If the proposed system causes undue harm to the existing process or facility, CCUA may elect to cease providing treatment water to contractor. Contractor will be responsible for all costs associated with facility repairs and regulatory issues caused by their processes and/or operations.

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 with all CCUA's security policies and procedures.

Upon completion of the contract, Contractor will have 90 days to remove all of the infrastructure related to the process. The site shall be returned to preexisting conditions within reason.

E. Reporting/ Deliverables:

1. Construction and Operation:
2. Agreements with CCUA
3. Copy of all Permits
4. Site design and connection points
5. Amount of by-product removed from site

4. INVOICING

Invoicing shall be submitted monthly and will be accompanied with the following data:

1. Daily treated flows
2. Daily Phosphorus Sampling Results
3. Treatment Plant Flows (D001 and D002)
4. Phosphorus removal Calculations
5. Total previously billed dollar amount
6. Quarterly update reports shall be submitted to the District, FDEP and CCUA outlining:
7. Activities on site
8. Future planned changes (for Approval)
9. Flow Treated Monthly
10. Cost Summary
11. TP removed

5. BUDGET AND TIME FRAMES

Payment Calculations: (This is provided as an example only)

Fee Schedule

Example Fee Schedule, actual to be provided by Contractor as part of Bid.

Influent Total Phosphorus	Bid Cost per pound P
2.0 mg/L < TP >= 1.0 mg/L	\$ /lb
1.0 mg/L < TP >= 0.5mg/L	\$ /lb
0.5 mg/L < TP	\$ /lb

Example Invoice

Date	TP Influent Concentration (mg/l)	Schedule Bid Payment Category	Pounds of phosphorus removed (lb.)	Payment
8/1/2019	0.80	\$	11.69	\$
8/2/2019	0.39	\$	5.93	\$
8/3/2019	1.28	\$	21.52	\$
8/4/2019	1.37	\$	21.96	\$
TOTAL			61.10	\$

Example Calculation

TP influent: 1.20 mg/L; TP effluent: 0.05mg/L; Water Treated: 2.5 MG

$$\text{TP removed (lb/day)} = \text{TP } \Delta \text{ mg/l} \times \text{Flow MG/day} \times 8.34$$

$$\text{TP } \Delta \text{ mg/l} = \text{TP}_{\text{influent}} - \text{TP}_{\text{effluent}} = 1.20 \text{ mg/l} - 0.05 \text{ mg/l} = 1.15 \text{ mg/l}$$

$$\text{TP removed (lb/day)} = 1.15 \text{ mg/l} \times 2.5 \text{ MG/day} \times 8.34$$

$$\text{TP removed (lb/day)} = \mathbf{23.98 \text{ lb/day}}$$

$$\text{Paymet} = \text{TP removed (lb/day)} \times \text{Bid Schedule Cost}$$

$$\text{Paymet} = 23.98 \text{ (lb/day)} \times \$400 = \mathbf{\$9,592.00}$$

Reporting (This is provided as an example)

Date	Plant Effluent Average Daily Flow D001 (MGD)	Treated Average Daily Flow (MGD)	Influent Sampling Result (mg/l)	Effluent Sampling Result (mg/l)	Pounds of phosphorus removed (lb)
8/1/2019	2.02	1.92	0.80	0.07	11.69
8/2/2019	2.29	2.09	0.39	0.05	5.93
8/3/2019	2.54	2.15	1.28	0.08	21.52
8/4/2019	2.17	1.98	1.37	0.04	21.96
TOTAL					61.10

Time Frames

Date	Milestones and Deliverables
August 2018	Complete Invitation for bid
November 2018	Make recommendation to Governing Board
November – December 2018	Provide executed agreements with CCUA
January 2019	Provide system design
February 2019	Provide permits
February 2019	Begin Construction
June 2019	Complete Construction, Begin Operation
July 2019	Begin monthly TP removal reporting

ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 131185, or equivalent, naming the St. Johns River Water Management District (the "District") and the Clay County Utility Authority (CCUS) as Additional Insureds. All required policies shall include: (1) Endorsement CG 24 04 05 09 that waives any right of subrogation against the District, CCUA, or for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District and CCUS no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000 each occurrence/\$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum combined single limit of \$500,000.
- (d) **Umbrella Policy.** Minimum limits of \$2,000,000 aggregate.
- (e) **Pollution/Environmental Impairment Liability Coverage**
 - (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
 - (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

Policy Limits. Not less than \$1,000,000 per claim for personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

FROM: Marc Van Heden, Project Manager

CONTRACT NUMBER: 33472

CONTRACT TITLE: Doctors Lake Advanced Effluent Treatment

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

- 1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
- 2. DESCRIPTION OF WORK TO BE CHANGED:
- 3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Contractor’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Marc Van Heden, District Project Manager

Acknowledged: _____ Date: _____
Alan Weaver, District Sr. Procurement Specialist

c: Contract file
Financial Services

**ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS
FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for Contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm