

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR SURFACE WATER DISCHARGE MONITORING
REQUEST FOR PROPOSALS 41351**

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., August 4, 2025. Further information is available through DemandStar at *demandstar.com*, Vendor Registry at *vendorregistry.com*, the state of Florida’s My Florida MarketPlace at *vendor.myfloridamarketplace.com* and Central Bidding at *centralbidding.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, My Florida Market Place, Central Bidding, or the District by emailing Kendall Siemiatkoski, Contracts Manager, at *ksiemiat@sjrwmd.com*. Responses will be opened at the District Headquarters, 4049 Reid Street, Palatka, FL 32177.

Description of Services: The District seeks Proposals from qualified Contractors interested in providing Surface Water Discharge Monitoring services (Work) to the District. The District intends to select one Contractor to deliver the services described herein. The initial term of the contract (Agreement) will be from October 1, 2025 through September 30, 2026, with two (2) annual renewal options available upon mutual written agreement.

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

Date	Description
August 4, 2025, 2:00 p.m.	Proposals due
August 13, 2025, 10:00 a.m.	Committee meets to review and discuss the responses; finalize the initial rankings and discuss negotiation strategies (District HQ, 4049 Reid St., Palatka, FL 32177, Conf. Rm. 147, Admin. Bldg.). One or more members of the Committee may participate via communications media technology through phone or web conferencing.
August 14, 2025 (approx.)	District Issues Notice of Intended Decision (NOID) notifying Respondents of Rankings.
September 9, 2025 (approx.)	District Governing Board consideration to approve a ranking of designated firms and competitive negotiations be instituted.
September 10, 2025 (approx.)	District enters negotiations with Respondents in ranked order.

Americans With Disabilities Act (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through Kendall Siemiatkoski or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

TABLE OF CONTENTS

INSTRUCTIONS TO RESPONDENTS.....	- 3 -
1. CONTRACT ADMINISTRATION	- 3 -
2. WHERE TO SUBMIT PROPOSAL.....	- 3 -
3. OPENING OF PROPOSALS.....	- 4 -
4. PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS	- 4 -
5. INQUIRIES AND ADDENDA.....	- 5 -
6. MINIMUM QUALIFICATIONS	- 6 -
7. PROPOSAL GUARANTY.....	- 6 -
8. SUBCONTRACTS.....	- 6 -
9. SIGNATURE AND CERTIFICATION REQUIREMENTS.....	- 7 -
10. DISQUALIFICATION OF RESPONDENTS.....	- 7 -
11. REJECTION OF PROPOSAL.....	- 7 -
12. WITHDRAWAL OF PROPOSAL.....	- 8 -
13. EVALUATION AND AWARD PROCEDURES	- 8 -
14. EVALUATION CRITERIA	- 9 -
15. EXECUTION OF AGREEMENT	- 11 -
16. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING.....	- 11 -
17. FLORIDA SALES TAX.....	- 11 -
18. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS.....	- 11 -
19. NOTICES AND SERVICES THEREOF	- 12 -
20. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES.....	- 12 -
21. PROTEST PROCEDURES	- 12 -
FORMS	
PROPOSAL FORM	- 14 -
COST SCHEDULE	- 15 -
CERTIFICATE AS TO CORPORATION FORM.....	- 17 -
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS	- 18 -
PROPOSED SUBCONTRACTORS FORM	- 19 -
QUALIFICATIONS — GENERAL.....	- 20 -
QUALIFICATIONS — SIMILAR PROJECTS/CLIENT REFERENCES.....	- 21 -
DRUG-FREE WORKPLACE FORM	- 24 -
NO RESPONSE FORM.....	- 25 -
SAMPLE AGREEMENT	- 26 -
ATTACHMENT A – STATEMENT OF WORK.....	- 41 -
ATTACHMENT B – INSURANCE REQUIREMENTS.....	- 46 -
ATTACHMENT C – DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample).....	- 47 -
ATTACHMENT D – COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION	- 48 -
ATTACHMENT E – HUMAN TRAFFICKING ATTESTATION.....	- 49 -

INSTRUCTIONS TO RESPONDENTS

1. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Contracts Manager:

Kendall Siemiatkoski, Contracts Manager Phone: 386-643-1168 Fax: 386-329-4546 Email: ksiemiati@sjrwmd.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.

2. WHERE TO SUBMIT PROPOSAL

Respondent must submit its Proposal in electronic format (no paper copies) either by:

(1) Uploading to DemandStar directly at www.demandstar.com OR to Central Bidding directly at www.centrauctionhouse.com (NOT BOTH);

OR

(2) Delivering all files on a single pin/thumb/jump drive either by mail or hand delivery in a sealed envelope labeled as follows:

SEALED Proposal – DO NOT OPEN Respondent's Name: _____ Request for Proposal: 41351 Opening Time: 2:00 p.m. Opening Date: August 4, 2025 <p style="text-align: center;">Kendall Siemiatkoski, Contracts Manager St. Johns River Water Management District Office of Financial Services 4049 Reid Street Palatka FL 32177</p>
--

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.

DO NOT SUBMIT YOUR PROPOSAL BY EMAIL — THIS WILL RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

3. 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., August 4, 2025
 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 bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

Unless otherwise exempt, Respondent's Proposal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Proposal is 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 TRADE SECRET" in its Proposal and 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 trade secret confidentiality and return the Proposal to Respondent.

4. PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS

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

1. *Forms included in this document:* Respondents must submit the fully completed documents in PDF format.
2. All blank spaces on the proposal documents must be typewritten or legibly printed in ink. 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.
3. The file naming conventions for the proposal must clearly identify specific information, such as the solicitation number and the respondent's name (Example: RFP 12345, ABC Company)
4. **Please do not password protect files included with your Submittal.** The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.
5. Respondent is responsible for providing evaluative documentation that demonstrates the background and qualifications necessary to perform the Work identified in the Statement of Work. Respondent shall provide the following information in its Proposal organized under the subfolders identified below (responses to the forms can be submitted on reproduced copies):

Tab A — Overall Organization Knowledge and Experience

- 1) Respondent firm's (and subcontractor firm's) overall qualifications, capabilities, background, experience, and availability to conduct the Work.
 - a. A written description of the Respondent's organizational structure.
 - b. A written description of the Respondent and services provided that pertain to the Work solicited hereunder.
- 2) Knowledge and understanding of requested services as outlined in the Statement of Work.
- 3) Respondent must complete and submit the forms below in PDF format (these forms are in the FORMS section of this document)
 - a. Proposal Form.

- b. Certificate as to Entity's Authority to do Business in Florida.
- c. Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications.
- d. Proposed Subcontractors Form.
- e. Qualifications Form — General.
- f. Qualifications Form - Similar Projects/Client Reference.
- g. Drug Free Workplace Form – required only in the event of a tie.

Tab B — Staffing and Customer Service

- 1) Assigned project team, identify proposed key personnel: include information indicating length of time with Respondent, years of experience conducting discharge measurements, rating curve development and management, discharge site maintenance, any professional designations, and employee resumes.
- 2) Provide the types of equipment staff use for discharge measurements.
- 3) Provide software used for rating curve development and maintenance.
- 4) Ability to meet expectations and perform Work.

Tab C — Capabilities and Resources

- 1) Provide technical capabilities and resources that differentiate you from competitors.
- 2) Provide types and numbers of discharge equipment to be used to complete the Work.
- 3) Provide project approach and proposed number of staff to complete discharge measurements, rating curve development and maintenance, and discharge site maintenance.
- 4) Other documentation Respondent may choose to provide regarding Capabilities and Resources.

Tab D — Cost Effectiveness

- 1) Cost Schedule, found in FORMS section of this document.

All the forms and questionnaires in the Request for Proposals package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal.

A RESPONDENT'S PROPOSAL MAY BE REJECTED AS NON-RESPONSIVE FOR (1) FAILING TO COMPLETE ALL FORMS AND QUESTIONNAIRES; (2) FAILING TO PROVIDE ALL REQUIRED MATERIALS; OR (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF PROPOSAL.

5. 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 Associate Contracts Manager and must be in writing. The Contracts Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Request for Proposal 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 email at ksiemiat@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by the advertising portals referenced on the first page of this document 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.

6. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (General, Similar Projects/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. Completion of all District FORMs provided herein.
- b. Respondent-provided proof of Respondent’s active business registration with the State of Florida Division of Corporations evidencing Respondent’s ability to conduct business in the state of Florida.
- c. Respondent must have at least five years’ experience providing hydrologic services specifically including (1) discharge measurements, (2) rate curve development and maintenance, and (3) discharge site maintenance. Preferably said services were provided to governmental entities. Extra consideration will be given if said experience served a water management district.
- d. Respondent must have successfully completed within the five years preceding the due date of Proposals, at least three (3) projects providing hydrologic services specifically including (1) discharge measurements, (2) rate curve development and maintenance, and (3) discharge site maintenance. Preferably said services were provided to governmental entities. Extra consideration will be given if said experience served a water management district. Not every one of the similar projects must contain all three types of hydrologic services. However, all three types of hydrologic services must be demonstrated. *(Use the “Qualifications – Similar Projects / Client Reference” form).* **The Similar Projects provided will also serve as Client References on behalf of the Respondent.**
- e. Respondent must provide with its submittal a list of the equipment that will be used in the performance of the Work under this Agreement, including velocity meters.

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 provide the commodities and related services in a manner acceptable to the District within the time period specified.

7. PROPOSAL GUARANTY

For the purposes of this Proposal, a Proposal guaranty is not required.

8. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors and must list all known subcontractors who will perform said portions, on the attached “Proposed Subcontractors” form. Subcontractors must be approved by the District. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

9. SIGNATURE AND CERTIFICATION REQUIREMENTS

In the form "CERTIFICATE AS TO ENTITY'S AUTHORITY TO DO BUSINESS IN FLORIDA," 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 in the form "CERTIFICATE AS TO ENTITY'S AUTHORITY TO DO BUSINESS IN FLORIDA."

If a corporation submits the Proposal, an authorized officer or agent must sign the form "CERTIFICATE AS TO ENTITY'S AUTHORITY TO DO BUSINESS IN FLORIDA," subscribing the name of the corporation with his or her own name and affixing the corporate seal, if said seal is used by the corporation. 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.

In the form "CERTIFICATE AS TO ENTITY'S AUTHORITY TO DO BUSINESS IN 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.

Respondent must submit evidence of registration (or the basis of exemption from registration) with E-Verify.

10. 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. Evidence that any person or entity identified in the Proposal is found on the State's Convicted, Suspended or Discriminatory Vendor lists.
- j. Respondent fails to submit evidence of registration (or basis for exemption from registration) with E-Verify.
- k. 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.

11. 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 proposal when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

12. 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.

13. EVALUATION AND AWARD PROCEDURES

- a. The Successful Respondent (defined below) is expected to sign the Agreement found herein.
- b. Proposals will be evaluated by a staff evaluation committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The committee members will meet at District headquarters or other location as appropriate to discuss the Proposals and their individual evaluations. Each committee member completes an electronic evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the evaluation committee meeting.
- c. The committee will meet to evaluate and rank the Proposals in the location(s), time(s) and date(s), stated at the beginning of this RFP package. If it is determined that it will assist the committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters, other location, or conducted remotely as appropriate. If the Committee determines that not all Respondents will be asked to make an oral presentation, the committee members will perform an initial evaluation of the proposals utilizing the Evaluation Criteria to produce an initial ranked list of Respondents. The initial ranked list will be used to determine which Respondents will be asked to make an oral presentation. After oral presentations are completed, the committee members will conduct a final evaluation of the Proposals utilizing the evaluation criteria. The initial evaluation scores will not be considered in the final evaluation. All Respondents will be notified in writing of the evaluation committee's final ranking of Proposals.
- d. 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.
- e. 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.

- f. Following the evaluation process, the Committee will submit the final ranking of Submittals to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the evaluation Committee's final ranking of Proposals.
- g. Contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.
- h. The Agreement will be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the District (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the Proposal that the District deems in its best interest.
- i. 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.
- 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."

14. EVALUATION CRITERIA

The staff evaluation committee will evaluate the Proposals using the evaluation criteria on the subsequent page. Failure by 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.

(Space intentionally left blank)

EVALUATION CRITERIA

REQUEST FOR PROPOSALS 41351 – SURFACE WATER DISCHARGE MONITORING

Responses shall include information or documentation regarding, and will be evaluated using, the evaluation criteria set forth below. The evaluation rating scale is as follows:

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

CRITERIA	WEIGHT	SCORE	TOTAL
<p>Tab A: Overall Knowledge and Experience of Organization</p> <p>1) Respondent firm’s (and subcontractors) overall qualifications, capabilities, background, experience, and availability to conduct the Work.</p> <p style="padding-left: 20px;">a. A written description of Respondent’s organizational structure</p> <p style="padding-left: 20px;">b. A written description of Respondent’s services provided</p> <p>2) Knowledge and understanding of requested services as outlined in the Statement of Work</p> <p>3) Completion of all administrative forms</p>	25%		
<p>Tab B: Staffing and Customer Service</p> <p>1) Assigned project team and key personnel, length of time with Respondent, years of experience conducting discharge measurements, rating curve development and maintenance, and discharge site maintenance, any professional designations, and employee resumes</p> <p>2) Types of equipment staff use for discharge measurements</p> <p>3) Software used for rating curve development and maintenance</p> <p>4) Ability to meet expectations and perform Work</p>	30%		
<p>Tab C: Capabilities and Resources</p> <p>1) Technical capabilities and resources that differentiate you from competitors</p> <p>2) Types and numbers of discharge equipment</p> <p>3) Approach and number of staff for discharge measurements and rating curve development and maintenance, and discharge site maintenance</p> <p>4) Any additional information provided demonstrates Respondent’s capabilities and resources.</p>	25%		
<p>Tab D: Cost Effectiveness – Cost Schedule</p> <p>The responsive and responsible Respondent who submits the lowest proposed overall cost to the District’s budget will receive a raw score of “5.” All other responsive and responsible proposed costs will be scored proportionately.</p>	20%		
TOTAL	100%		

15. EXECUTION OF AGREEMENT

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

Unless all Proposals are rejected, the Successful Respondent must submit the following to the District within 10 days of the Notice of Intended Decision:

- a. A completed Internal Revenue Service Form W-9;
- b. Satisfactory evidence of all required insurance coverage;
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent; and
- d. 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 issued by the District. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully issued to the Successful Respondent.

Failure upon the part of a Successful Respondent to 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.

16. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible respondent and (2) may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

17. 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 Request for Proposal is intended to remain tangible personal property and not become part of a public work owned by the District.

18. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133, Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Contractor 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 vendor list. In accordance with §287.134, Fla. Stat., an entity or affiliate who has been placed 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 Contractor under a contract with any public entity; and may not transact business with any public entity.

19. 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 the portals identified on the first page of this RFP and same may also be accessed through the District's web site at *sjrwmd.com*.

Notices will be posted for a minimum of 72 hours. 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 posted.

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.

20. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide the commodities and services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

21. 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 its posting.

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 written Notice of Protest within 72 hours after posting of the decision or intended decision.

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. 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.

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.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

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 shall constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.57(3), Fla. Stat., is not available.

(Space intentionally left blank)

PROPOSAL FORM

Include this form in the response under *Tab A*

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 and the project is selected, 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

COST SCHEDULE

This form to be included in Proposal submittal under Tab D

Proposal to be opened at 2:00 p.m., August 4, 2025

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting Proposals for the Surface Water Discharge Monitoring, 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). The Respondent's Total Site Costs shall include all labor, materials, equipment, site prep, maintenance, travel, and any necessary licensing and insurance to complete the Work as described in the Statement of Work.

Respondent's Name: _____						
REQUEST FOR PROPOSAL 41351 - SURFACE WATER DISCHARGE MONITORING						
Sites		Total Costs (per visit)				Sum of Service Costs
Station Number	Station Name	1	2	3	4	1 + 2 + 3 + 4
		Discharge Measurements (includes travel)	Annual Rate Curve Development and Maintenance	Discharge Site Maintenance (includes travel)	Travel Paid as Sole Compensation if Site Dry	Sum (per visit)
02231322	S-253 WEIR NEAR FT DRUM					
022313219	S-253 US OF WEIR NEAR FT DRUM (Discharge Measurements not applicable)	N/A				
02232155	PENNYWASH CREEK NEAR DEER PARK					
02231396	BLUE CYPRESS CREEK NEAR FELLSMERE					
02234991	SANLANDO SPRINGS NEAR LONGWOOD					
02244333	HAW CREEK ABOVE RUSSELLS LANDING NEAR ST JOHNS PARK					
02249007	EAU GALLIE RIVER AT HEATHER GLEN CREEK AT MELBOURNE					
02247222	PELLICER CREEK NEAR ESPANOLA					
SJR0871	Little Haw Creek					
SJR3014	Black Water Creek - Debary					
SJR0951	Wekiva River Railroad Bridge					
SJR0044	Palm Springs					
SJR0047	Starbuck Springs					
					Subtotal of All Sites Service Costs (per visit)	\$
					x 6 visits	
					TOTAL PROPOSAL BID COST	\$

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.

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.

Respondent (firm name)

Date

Address

E-mail address

Signature

Telephone number

Typed name and title

CERTIFICATE AS TO ENTITY’S AUTHORITY TO DO BUSINESS IN FLORIDA

Include this form in the response (under Tab A)

Respondent, the below entity, is incorporated/organized/formed under the laws of the State of _____; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the State of Florida.

Entity name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal if utilized by Respondent)

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 or Manager and Member, and state the title held by 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.

ATTACH a copy of Respondent’s active registration with the State of Florida Division of Corporations proving respondent’s authority to do business in the State of Florida, or a copy of the application for same that has been accepted by the State of Florida.

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

Include this form in the response (under Tab A)

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 by means of [] physical presence or [] online notarization, this _____ day of _____, 20 ____.

Notary Public, State of _____ at Large

My commission expires: _____ (SEAL)

[] Personally known OR [] Produced identification, Type of Identification Produced: _____

PROPOSED SUBCONTRACTORS

Include this form in the response (under Tab A)

Respondent must submit with its Proposal a list of all known subcontractors who will participate in more than ten percent of the Work by providing the information requested below. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

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: _____

QUALIFICATIONS — GENERAL

Include this form in the response (under Tab A)

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: _____

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 Surface Water Discharge Monitoring services as 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.

The Respondent-provided list of equipment includes velocity meters. Yes No

QUALIFICATIONS — SIMILAR PROJECTS/CLIENT REFERENCES

Include this form in the response (under Tab A)

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed within the five years preceding the due date of Proposals, at least three (3) projects providing hydrologic services specifically including (1) discharge measurements, (2) rate curve development and maintenance, and (3) discharge site maintenance. Preferably said services were provided to governmental entities. Extra consideration will be given if said experience served a water management district. Not every one of the similar projects must contain all three types of hydrologic services. However, all three types of hydrologic services must be demonstrated.

The Similar Projects provided will serve as Client References on behalf of the Respondent.

Completed Project/Client Reference 1:

Client: _____

Client contact person: _____

Telephone: _____ E-mail: _____

Primary address of client: _____

Did this similar project involve any of the following hydrologic services? (check if applicable)

- Discharge measurements.
- Rate curve development and management.
- Discharge site maintenance.

Was this similar project performed for a governmental entity? Yes No

Was this similar project performed for a water management district? Yes No

Describe how the scope of work applies to this RFP: _____

Project value: \$ _____

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

Project completed by (select one): Respondent: Subcontractor:

Name(s) of Respondent's key personnel who worked on this project:

Completed Project/Client Reference 2:

Client: _____

Client contact person: _____

Telephone: _____ E-mail: _____

Primary address of client: _____

Did this similar project involve any of the following hydrologic services? (check if applicable)

- Discharge measurements.
- Rate curve development and management.
- Discharge site maintenance.

Was this similar project performed for a governmental entity? Yes No

Was this similar project performed for a water management district? Yes No

Describe how the scope of work applies to this RFP: _____

Project value: \$ _____

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

Project completed by (select one): Respondent: Subcontractor:

Name(s) of Respondent's key personnel who worked on this project:

Completed Project/Client Reference 3:

Client: _____

Client contact person: _____

Telephone: _____ E-mail: _____

Primary address of client: _____

Did this similar project involve any of the following hydrologic services? (check if applicable)

- Discharge measurements.
- Rate curve development and management.
- Discharge site maintenance.

Was this similar project performed for a governmental entity? Yes No

Was this similar project performed for a water management district? Yes No

Describe how the scope of work applies to this RFP: _____

Project value: \$ _____

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

Project completed by (select one): Respondent: Subcontractor:

Name(s) of Respondent's key personnel who worked on this project:

DRUG-FREE WORKPLACE FORM

Include this form in the response (*under Tab A*)

This form is 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 requires 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: _____

NO RESPONSE FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSAL 41351 - SURFACE WATER DISCHARGE MONITORING

Your reasons for not responding to this Request for Proposal are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the procurement staff named in this solicitation 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 Request for Proposals
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet proposal 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 _____

**SAMPLE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
SURFACE WATER DISCHARGE MONITORING**

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 41351, Surface Water Discharge Monitoring Services (the “Work”). In accordance with Request for Proposals (“RFP”) 41351, 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) **Term; Essence; Survival.** 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 September 30, 2026, unless extended by mutual written agreement of the parties. The Work shall be completed in accordance with the Statement of Work and in no event later than the Completion Date.
- (d) **Renewal.** This agreement has two (2) annual renewal options available upon mutual written agreement.

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.

All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

4. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor a not-to-exceed amount of \$ _____ (the "Total Compensation"), based on the Cost Schedule, herein Exhibit 1. The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year.
- (b) Funding for additional renewal terms is subject to District Governing Board budgetary appropriation.

5. PAYMENT OF INVOICES

- (a) **Itemized; Address; Detail; Supporting Information.** Contractor shall submit itemized invoices on a monthly basis for the work by one of the following two methods: (1) by email to acctpay@sjrwm.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 for work completed 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) **Required Invoice Information.** 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).

Contractor should not include its FEIN or SSN (as applicable) on the invoice. 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 391.
 - (f) **Payments.** The District shall pay Contractor 100% of each approved invoice. 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 the 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; or (4) email. 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 are deemed delivered on the date transmitted and received.

DISTRICT

David Hornsby, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2571
Phone: 386-329-2324
Email: dhornsby@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.
- (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) **Progress Reports.** If not otherwise addressed in the Statement of Work, upon written request, Contractor shall provide to the District 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.
- (b) **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
- (c) **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) strikes, (j) freight embargoes, or (k) 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. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement shall be implemented through a formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. 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. Both parties must sign the DSI. 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.
- (b) **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 an Amendment or DSI. 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, or (9) 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 as provided in REMEDIES FOR NON-PERFORMANCE; Contractor Correction of Deficiencies. 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 Amendment to the agreement. 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, or (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.

**DEFINITIONS
AND
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.

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 the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

DAY: All references to "day" shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

HOLIDAY: New Year's Day, Birthday of Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day (as observed by the District).

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.

REQUEST FOR PROPOSALS: 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 services sought, the date for submittal of Proposals, and all contractual terms and conditions.

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.

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

- (a) Contractor shall not sublet, assign, or transfer any Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.
- (b) 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. CERTIFICATION. Consultant certifies that it, its principals, and affiliates, are not now and during the term of this Agreement will not be (a) on the Scrutinized Companies (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification or if the certification proves to be untrue during the term of the Agreement.

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. COMMON CARRIER. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state

or the U.S. Pursuant to §908.111, Fla. Stat., Contractor shall complete Attachment D, the Common Carrier or Contracted Carrier Attestation.

21. COOPERATION WITH THE INSPECTOR GENERAL 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 the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the 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 the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

25. EMPLOYMENT ELIGIBILITY.

- (a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. 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.e-verify.gov.
- (b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but the Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.

26. 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 legal proceedings shall be Putnam County 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.

27. **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; (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.

- 28. INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** 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., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
- 29. NO COERCION FOR LABOR OR SERVICES.** Contractor, a nongovernmental entity entering this Agreement with the District, certifies, assures, and affirms that Contractor does not use coercion for labor or services as prohibited under Sec. 787.06, Florida Statutes. If Contractor is a nongovernmental entity, Contractor must provide the District with an Human Trafficking Attestation, Attachment E, executed by an officer or representative of Contractor.
- 30. 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.
- 31. 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. 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. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
- 32. 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, Consultant 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 the Contractor of the request, and the 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, the 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 the 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 the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTORS' 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@sjrwmd.com**

33. 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.

34. 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) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
 - (d) **District Technical Assistance.** The District may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work. If the District is performing a function that Consultant 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 Consultant 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. Consultant shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
- 35. 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.
- 36. 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 illegal drugs, on or from the Premises or adjacent property except as authorized by law. 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.

- 37. USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
- 38. WORK SCHEDULE.** For construction or other services where Contractor is physically present upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

(Section Intentionally Left Blank)

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: _____
Mary Ellen Winkler, J.D., Assistance Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:

- Attachment A — Statement of Work
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — Common Carrier or Contracted Carrier Attestation Form
- Attachment E — Human Trafficking Attestation

**ATTACHMENT A - STATEMENT OF WORK
SURFACE WATER HYDROLOGIC AND DISCHARGE MEASUREMENT SERVICES**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District's (District) Bureau of Water Resource Information is dedicated to collecting surface water flows throughout the 18 counties in the District. The District is seeking a Contractor to support the collection of flow/discharge measurements at select sites (set forth on Table 1 of this Attachment A) in the District.

The District's Bureau of Water Resource Information (WRI) data collection supports the District's Flood Protection, Minimum Flows and Levels, Water Supply Management, and water quality by obtaining periodic discharge measurements.

II. OBJECTIVES

The objectives of this project are to 1) obtain accurate measurements of discharge from the selected sites [Table 1] on a set schedule, compute the discharge, and document findings following each measurement; 2) develop and maintain rating curves for each site; and 3) perform minor maintenance at each site. Services provided shall be of high quality and delivered according to the requirements and schedules necessary to meet project needs.

III. SCOPE OF WORK AND TASK IDENTIFICATION

This project consists of two tasks detailed below, which are designed to collect accurate environmental data related to the discharge of surface water at designated stations in the St. Johns River Water Management District (Table 1). Contractor shall be responsible for completing tasks and deliverables below at the locations set forth in Table 1 and for providing data and deliverables of acceptable quality to the District.

District staff will be available to accompany Contractor on initial field visits to the various monitoring sites. The District staff may accompany Contractor in the field at any time including on Contractor's boat to audit procedures and quality of work. Contractor's insurance must include District staff.

Contractor shall provide flow meters and ancillary equipment, including vehicles and boats, as well as all qualified staff needed to access and safely measure at each station. Meters and other equipment must be of sufficient accuracy and condition to gather quality field data and maintained in accordance with FDEP-SOP-001/01 FT1800.

Contractor is expected to achieve and maintain data quality such that a minimum of ninety-five (95) percent of the discharge measurements submitted are error-free. If at any time during the contracted period the submitted data error rate exceeds five (5) percent, the District may withhold payment for poor quality measurements or terminate this Agreement as it sees fit. Failure to follow the agreed upon guidelines may result in the termination of this Agreement.

TASK 1: Surface Water Discharge Monitoring

Contractor will measure surface water discharge (flow) at stations listed in Table 1 of this Attachment A as instructed by the District. The stations listed in Table 1 will be equipped and operated by the District with the exception of velocity index sites (Palm Springs, Starbuck Springs, PELLICER CREEK NEAR ESPANOLA, and HAW CREEK ABOVE RUSSELLS LANDING NEAR ST JOHNS PARK) which the Contractor will install and maintain the velocity meters. Contractor will use a District supplied Canvas application, Equivalency Analysis (EQA) to verify sensor(s) and logger water level agreement and Flownotes. Contractor

shall perform limited maintenance, desiccant replacement for pressure transducers, clean solar panel and staff gage, as needed. Detailed documentation of the as-needed services performed shall be included in the monthly report. The District will perform QA audits of the sites and of measurements at the District's discretion. Measurements will be conducted using the mid-section method or the moving boat method as conditions and instrument type dictate.

Submission of photo documentation will be required for travel payment when a station is dry (no water present). Zero-flow conditions where water is present will still require a full measurement attempt to be completed for payment. Certain stations that go dry frequently will only be eligible for travel payment during a zero-flow condition.

Temperature and salinity measurements shall be taken at each measurement location. Meters and other equipment used by Contractor must be of sufficient accuracy and condition to gather quality field data and pass calibration requirements. Calibrations should be done in accordance with FDEP-SOP-001/01 FT1200 and calibration sheets should be completed and submitted with measurements each month.

Contractor will record all field data. Any and all data recorded using a District Canvas application will be provided to the District with each submittal. Examples of essential information that will be recorded includes SJRWMD site identification number, station name, measurement number, date of measurement, beginning and end times of measurement, outside gage reading or reference point information, beginning and ending stage of appropriate surface water body, width of measurement, total cross-sectional area, mean velocity, rotor spin times for mechanical meters, GPS coordinates of measurement location, attaching photos as needed and total discharge. English units will be used.

Discharge measurements must be made with one of the four specific types of meters discussed later in this section. The District reserves the right to review and approve discharge measurement protocols and to inspect equipment used for such measurements. Proper care must be taken of equipment and documented during field use. Vertical-axis current meters should be checked for damage and wear, and aligned, cleaned, and oiled prior to conducting a discharge measurement. After oiling, the rotor will be spun, and the duration of its spin will be recorded. Maintenance of any ADCP or ADV units used will follow manufacturer's specifications, and service records must be retained by Contractor.

The following are the only types of meters that will be allowed to be used for the duration of the contract period:

Price-AA Vertical-Axis Current Meter: The Price-AA meter is a vertical-axis current measurement device used to estimate flows in streams. Mid-section discharge measurements made with the Price-AA meter is a well-established flow measurement technique and will be conducted as described in the United States Geological Survey (USGS) Techniques and Methods, Book 3, Chapter A8 (2010), Discharge Measurements at Gaging Stations. Detailed information on the use of the Price-AA meter for discharge estimations is widely available. The mid-section discharge estimation method using the Price-AA meter has successfully been employed by District staff and the USGS to measure flow at all monitoring stations on the preliminary list.

Pygmy Vertical-Axis Current Meter: The Pygmy meter is a vertical-axis current measurement device used to estimate flows in streams. Mid-section discharge measurements made with the Pygmy meter is a well-established flow measurement technique and will be conducted as described in the USGS Techniques and Methods, Book 3, Chapter A8 (2010), Discharge Measurements at Gaging Stations. Detailed information on the use of the Pygmy meter for discharge estimations is widely available. The mid-section discharge estimation method using the Pygmy meter has successfully been employed by District staff and the USGS to measure flow at various locations in the District.

Acoustic Doppler Current Profilers (ADCP): Acoustic Doppler Current Profiler (ADCP) moving boat and mid-section discharge measurements will be conducted as described in the USGS Techniques and Methods, Book 3, Chapter A8 (2010), Discharge Measurements at Gaging Stations and USGS Techniques and Methods, Book 3, Chapter A22 (2013), Measuring Discharge with Acoustic Doppler Current Profilers from a Moving Boat. All measurements conducted using an ADCP will have the following quality assurance and quality control checks; a valid diagnostic self-test, a valid independent temperature check using an external thermistor that has been verified per DEP SOP FT 1400, valid moving bed test (either stationary or loop as local conditions dictate), and if GPS is used a valid compass calibration must also be done. Transects must contain reciprocal pairs and a total minimum combined duration of 720 seconds. All measurements using an ADCP must be post-processed in QRev (most updated version). QRev is a new ADCP post-processing software provided free of charge from the USGS, training on using QRev will be provided by District staff if Contractor is unfamiliar with its use. All raw data files created by the instrument as well as the post-processed QRev file will then be uploaded to the District's box.com account within 1 week of when each measurement is conducted. The moving boat and mid-section discharge estimation methods using ADCP's have successfully been employed by District staff and the USGS to measure flow at various locations in the District. However, some monitoring stations on the preliminary list will not be suitable for using an ADCP, particularly at lower flows.

Acoustic Doppler Velocimeter (ADV): Mid-Section ADV measurements will be conducted as described in the USGS Techniques and Methods, Book 3, Chapter A8 (2010), Discharge Measurements at Gaging Stations. Adequate signal-to-noise ratio (SNR) is needed to obtain an accurate measurement of the flow velocity. SNR is a measure of the strength of the reflected acoustic signal relative to the ambient noise level of the instrument. Minimum SNR for a measurement to be considered valid is 4 dB. The mid-section discharge estimation method using an ADV, has successfully been employed by District staff and the USGS to measure flow at various locations in the District. Some monitoring stations on the preliminary list will not be suitable for using the ADV, particularly some of the clearer springs.

Task 1 Deliverables

Contractor will record all field data. Any and all data recorded using a District Canvas application will be provided to the District with each electronic submittal. All raw and postprocessed data files that are created using instrument specific software must be provided to the District. If handwritten notes are taken, such as in the case of a Price-AA or Pygmy without an electronic counter, all sheets will be scanned and provided to the District with the monthly report. Originals of any paper field data sheets shall be sent to the District project manager at the end of the contract year (September 30). Calibration records for the conductivity sensor in use shall also be provided to the District no later than the 10th day of the following month with the corresponding discharge measurements. (See Section IV below for specific time frames for Task 1 deliverables)

Task 2. Data Processing, Calculation of Daily Mean Values, Station Rating and Station Analysis

Contractor will be responsible for processing unit value records (i.e., 15 minute, 30 minute or hourly continuous data) from 12 recorder stations to obtain mean daily discharge values. The District will maintain monitoring equipment for stage at each discharge location and will provide Contractor with the raw stage values by an FTP upload, or automated email on a weekly basis and as requested by Contractor ahead of a field trip. The District will provide a historic record of discharge measurements collected at each site for Contractor's reference. Contractor will then develop/maintain a discharge rating for each of the 12 stations (Table 1). Discharge ratings shall be developed as described in the USGS Techniques of Water Resources Investigations, Chapter A10, Book 3 by Kennedy (1984). Contractor will be responsible for processing mean daily discharges from station rating curves and applicable rating shifts for those stations with continuous gage height records.

Task 2 Deliverables

The District will provide Contractor with quality assured stage data no later than two weeks from the end of the contract year (September 30). Contractor shall include all final daily discharge data and rating equations used. Data shall be submitted in ASCII format text on electronic media (USB Flash Drive). The District will provide the structure for the data files to Contractor, and data will be submitted to the District in the structure stated in this Statement of Work. A final report must also be provided to the District no later than two weeks from the end of the Agreement term (September 30), that discusses data quality control data and where accuracy or precision is questionable. The report should also discuss data in the data set that may be in error for some reason. Recommendations to qualify data from the data set should be made where appropriate.

IV. TIME FRAMES AND DELIVERABLES

Monthly reports must be submitted with your invoice to the District Project Manager no later than the 10th day of the following month. Each measurement shall be summarized and submitted no later than five (5) days after performing the measurement. All reports shall be in Microsoft Word format or Adobe Acrobat PDF format and submitted either on CD or electronically to the District's Project Manager. The District's Project Manager shall have final approval of each measurement. In the event a measurement is rejected, the contractor shall, at no additional cost to the District, re-measure and report the findings to the District's Project Manager within five (5) days from notification by the District's Project Manager.

Monthly Reports shall contain (at a minimum) the following information:

- Name of site
- Date of measurement
- Site photos (gage house, staff gage, measurement transect)
- Starting and ending time of measurement
- Total discharge in the measurement section
- Total area in the measurement section
- Names of persons making measurement
- Identification number on the measurement equipment
- Raw and post-processed measurement files
- Comments on any condition that may affect the accuracy of the measurement

V. ADDITIONAL INFORMATION

When the contracted work requires Contractor to work in a State Park, Contractor must comply with District sampling permit obtained from Florida Department of Environmental Protection (FDEP).

VI. PROJECT BUDGET AND INVOICING

Contractor shall submit invoices to the District Project Manager no later than the 10th day of the following month.

Table 1. Discharge sites.

Station Number	Station Name	Description	Manual Discharge Measurement*	Station Type	Latitude	Longitude
02231322	S-253 WEIR NEAR FT DRUM	Continuous	Bimonthly	Stage discharge	273534.59	804041.32
022313219	S-253 US OF WEIR NEAR FT DRUM	Continuous	-	Water Level	273527.59	804044.47
02232155	PENNYWASH CREEK NEAR DEER PARK	Continuous	Bimonthly	Stage discharge	281054	805344
02231396	BLUE CYPRESS CREEK NEAR FELLSMERE	Continuous	Bimonthly	Stage discharge	274340	804819
02234991	SANLANDO SPRINGS NEAR LONGWOOD	Continuous	Bimonthly	Stage discharge	284119.62	812346.17
02244333	HAW CREEK ABOVE RUSSELLS LANDING NEAR ST JOHNS PARK	Continuous	Bimonthly	Velocity index	292340	812217
02249007	EAU GALLIE RIVER AT HEATHER GLEN CREEK AT MELBOURNE	Continuous	Bimonthly	Stage discharge	280736	803849
02247222	PELLICER CREEK NEAR ESPANOLA	Continuous	Bimonthly	Velocity index	294009	811535
SJR0871	Little Haw Creek	Continuous	Bimonthly	Stage discharge	291912.50	812308.67
SJR3014	Black Water Creek – Debarry	Continuous	Bimonthly	Stage discharge	285126.95	812612.81
SJR0951	Wekiva River Railroad Bridge	Continuous	Bimonthly	Stage discharge	84733.471	812448.014
SJR0044	Palm Springs	Continuous	Bimonthly	Velocity index	284128.03	812334.23
SJR0047	Starbuck Springs	Continuous	Bimonthly	Velocity index	284148.68	812328.05

*Bimonthly is defined as a duration between manual discharge measurement of 60 days \pm 15 days.

REFERENCES

Florida Department of Environmental Protection. 2008. Standard Operating Procedures for Field Activities. Available at: <http://www.dep.state.fl.us/water/sas/sop/sops.htm>

Kennedy, E. J. 1984. Discharge ratings at gaging stations. U.S. Geological Survey Techniques of Water-Resources Investigations, book 3, chapter A10 Available at: https://pubs.usgs.gov/twri/twri3-a10/pdf/TWRI_3-A10.pdf

Mueller, D.S., Wagner, C.R., Rehm, M.S., Oberg, K.A., and Rainville, Francois, 2013, Measuring discharge with acoustic Doppler current profilers from a moving boat (ver. 2.0, December 2013): U.S. Geological Survey Techniques and Methods, book 3, chap. A22 Available at: <https://pubs.usgs.gov/tm/3a22/>

Oberg, K. A., S. E. Morlock, and W. S. Caldwell. 2005. Quality assurance plan for discharge measurements using acoustic Doppler current profilers. U.S. Geological Survey Scientific Investigations Report 2005-5183. Available at: <http://pubs.usgs.gov/sir/2005/5183/#pdf>

Turnipseed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8 Available at: <http://pubs.usgs.gov/tm/tm3-a8/>

QRev Software is available at USGS Hydroacoustics Webpage Available at: <https://hydroacoustics.usgs.gov/movingboat/QRev.shtml> Note: Qrev Software also requires the Matlab Component Runtime Library version 9.0 Available at: <https://hydroacoustics.usgs.gov/software/MCR1.shtml>

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 name the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District 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 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 \$500,000 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 the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum per Florida law.
- (d) **Watercraft Liability.** \$1,000,000 (each occurrence) for bodily injury and property damage.
- (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.
 - iii. Policy Limits. Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: David Hornsby, Project Manager

CONTRACT NUMBER: 41351

CONTRACT TITLE: SURFACE WATER DISCHARGE MONITORING

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: _____
David Hornsby, District Project Manager

Acknowledged: _____ Date: _____
Kendall Siemiatkoski, District Contracts Manager

c: Contract file
Financial Services

**ATTACHMENT D — COMMON CARRIER OR
CONTRACTED CARRIER ATTESTATION FORM**

This form must be completed by Contractor. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Contractor acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Contractor is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

_____ [Name of Contractor] (check one statement below):

_____ Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

ATTACHMENT E – HUMAN TRAFFICKING ATTESTATION

Contractor Name: _____ (“Contractor”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the State of Florida, (“District”) in compliance with §787.06(13), Fla. Stat.

I acknowledge that §787.06(13), Fla. Stat., requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (Contractor) and a governmental entity (the District) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the nongovernmental entity does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of nongovernmental entity, I hereby certify, assure, and affirm that Contractor does not use coercion for labor or services as prohibited under §787.06, Fla. Stat.

If, at any time in the future, Contractor does use coercion for labor or services, Contractor will immediately notify the District, and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the District.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____