

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
C-1 CANAL BASEFLOW TREATMENT PROJECT
REQUEST FOR QUALIFICATIONS – DESIGN BUILD 39256**

The Governing Board of the St. Johns River Water Management District (the “District”) is initiating a “Request for Qualifications – Design Build (RFQ-DB),” whereby the District will procure this project through a qualifications- and proposal-based competitive process: Respondents submit Qualifications Submittals (Step One) and submit Technical and Price Proposals (Step Two).

Further information is available through DemandStar at *Demandstar.com*, Vendor Registry at *Vendorregistry.com*, Central Bidding at *centralauctionhouse.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, Central Bidding, or the District by calling or emailing Kendall Matott, Contracts Manager, at (386) 312-2324 or kmatott@sjrwmd.com. Qualifications Submittals and subsequently-submitted Technical and Price Proposals will be opened in the Conference Room 147, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

Project Description

The C-1 Canal Baseflow Treatment project is a pilot project for one of the full-scale concepts identified in the 2017 Indian River Lagoon (IRL) Stormwater Capture and Treatment Feasibility Analysis. This pilot project (the Project) involves pumping water from C-1 Canal into an innovative media-based treatment system to remove nutrients and then discharging the treated water downstream. The Project will be sited adjacent to the MS-1 structure. In addition to design and construction, the Project includes operation, monitoring, and demobilization of the treatment system.

Additional project information including the signed and sealed design criteria package prepared by the District’s Design Criteria Professional can be found in Attachment A of the sample contract included with this solicitation.

Onsite Non-Mandatory Pre-Submittal Conference

A NON-MANDATORY PRE-SUBMITTAL CONFERENCE IS SCHEDULED FOR
11:00 A.M., JANUARY 12, 2024, AT THE PROJECT SITE:
1518 PORT MALABAR BLVD NE, PALM BAY, FL 32905

The purpose of the pre-submittal conference is to review requirements of this solicitation, and to provide Respondents an opportunity to view project site. Access to the Project site is limited; the pre-submittal meeting will be the only opportunity for Respondents to visit and review the Project site.

Request for Qualifications – Design Build Two-Step Process

The first step of the RFQ-DB process includes the submission of a Qualifications Submittal to include a letter of interest with information pertaining to Respondent’s qualifications. The information in the Qualifications Submittal shall include, but is not limited to, evidence of current professional status; availability; location; adequacy of personnel; past contractual record and related experience; recent, current, and projected workloads; volume and quality of work previously awarded to the firm by the District; willingness to meet time and budget requirements; and whether the firm is a certified minority business as defined by the Florida Small and Minority Business Assistance Act. A District Evaluation Committee (Committee) will review and evaluate Respondents’ qualifications. After evaluations are complete, the Committee will select not less than three Respondents deemed most highly qualified to provide the design-build services and proceed to the second step of the process. Respondents selected as most qualified will be notified by email and U.S. mail by District staff to submit sealed Proposals. Respondents not selected will also be notified.

Those Respondents selected as most qualified will advance to the second step of the RFQ-DB process.

The second step of the RFQ-DB process includes the submission of competitive technical and price proposals. The technical proposals will include information on the technical and design aspects of the project. Top ranked firms (not less than three and no more than four) may be requested to provide oral presentations on the dates indicated below (time to be determined). Price proposals will include a cost schedule with a line item for each task cost and a total proposal cost. The Technical Proposal will be evaluated by the Committee prior to opening the Price Proposal.

Proposals must be developed based upon the information contained in the Statement of Work/Design Criteria Package. The Price Proposal will receive a score in accordance with the formula included in the evaluation criteria and will be incorporated into the overall scoring to determine the final ranking of all proposals.

Any submittal or proposal received after the dates and times stated will not be considered and will be returned to Respondent unopened. The District reserves the right to reject any and all parties who submit Qualifications Submittals or Technical and Price Proposals. The District also reserves the right to waive any minor deviations in an otherwise valid response to the RFQ-DB process, to reject any or all responses to the RFQ-DB.

This Solicitation is issued subject to the legal requirements established under Consultants' Competitive Negotiation Act, §287.055, Fla. Stat., and Rules 40C-1.709 – 40C-1.718, FA.C.

The District will conduct the RFQ-DB Two-Step process as follows:

Date	Description
January 12, 2024, 11:00 a.m.	Pre-Submittal Conference (Project Site)
January 30, 2024, 2:00 p.m.	Step One: Qualifications Submittals due for Design-Build process
February 8, 2024, 2:00 p.m.	Evaluation Committee meets to review the Submittals to determine up to four of the most highly qualified respondents to proceed to the second step of the RFQ-DB process (District HQ, 4049 Reid St, Palatka, FL 32177, Admin Bldg, Conf Rm 147)
February 8, 2024	District Issues Notice of Intended Decision (NOID) notifying Respondents of Rankings from Step One
March 5, 2024, 2:00 p.m.	Step Two: Receive Technical and Price Proposals for Design-Build Project
March 18, 2024	Oral Presentations, if necessary (time TBD)
March 18, 2024, 1:00 p.m.	Evaluation Committee Meeting
March 18, 2024, 3:00 p.m.	Open Price Proposals and determine final rankings
April 9, 2024	District Governing Board consideration to approve a ranking of designated firms and competitive negotiations be instituted
April 10, 2024	District enters into cost negotiations with respondents in ranked order

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

RESPONSE CHECKLIST

This Response Checklist is provided for convenience of Respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that the Response is complete and to maximize the number of points Respondent may receive, please review the following items to confirm that they have been addressed and are included in the Response. Do **not** return this checklist with your Response.

STEP ONE: QUALIFICATIONS SUBMITTALS	
	Has Respondent met the Qualifications submission deadline established in the solicitation?
	Does the electronic file contain all required documentation to meet the requirements stated in the solicitation documents?
	Has Respondent included a letter from its surety company?
	Is Respondent in good standing with the Florida Secretary of State (corporations and partnerships)?
	Has Respondent prepared, organized, and completed the Qualifications Submittal correctly?
	(1) Transmittal Letter/Letter of Interest
	(2) Tab 1 — Respondent's Professional Profile
	(3) Tab 2 — Respondent Work Profile
	(4) Tab 3 — Qualifications Submittal Forms (<i>District-provided</i>)
	(5) Tab 4 — Location of Respondent
	(6) Tab 5 — Volume and Quality of Work Previously Awarded to Respondent
STEP TWO: TECHNICAL AND PRICE PROPOSAL (<i>advancing firms only</i>)	
	(1) Technical Proposal prepared by Respondent
	(2) Price Proposal prepared by Respondent (separate sealed envelope)
	(3) Proposed Technology Form (<i>District-provided</i>)
	(4) Proposal Bond

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INSTRUCTIONS TO RESPONDENTS

1. INTRODUCTION

This Request for Qualifications — Design-Build (“Solicitation”) for the C-1 Canal Baseflow Treatment Project (“Project”) invites Responses (the words, “Response” and “Submittal” have the same meaning in these documents) according to the requirements set forth in this Solicitation, including the format and content guidelines in Paragraph 7 – STEP ONE: QUALIFICATIONS SUBMITTAL and Paragraph 8 – STEP TWO: TECHNICAL AND PRICE PROPOSAL (advancing firms only). Responses will be reviewed and evaluated using the qualifications-based selection process described in Paragraph 18 – EVALUATION CRITERIA.

Through this RFQ-DB, the District is seeking to procure a qualified and experienced design-build firm, as defined in §287.055, Fla. Stat., and Rules 40C-1.709 – 40C-1.718, FA.C., including the Engineer of Record and engineering/design manager firm as the lead designer. The lead engineer will act as the design manager and is considered the Successful Respondent’s Engineer of Record. A conceptual drawing (schematic) has been developed and provided for this project that shows the media-based treatment system. The Successful Respondent is responsible for design and construction (design-build) of the Project. This drawing is conceptual and may not be representative of the finished project.

Respondents understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the District in connection with the Qualifications Submittals or in response to this RFQ-DB, are exclusively at the expense of the Respondents. In addition, the District shall not pay or reimburse any expenditure or other expense incurred by any Respondent for the following:

- (a) Anticipation of an award of a contract
- (b) Maintaining the approved status of the Successful Respondent if a contract is awarded
- (c) Administrative or judicial proceedings resulting from the solicitation process

2. DEFINITIONS

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

3. CONTRACT ADMINISTRATION

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

Kendall Matott, Contracts Manager
 Phone: (386) 312-2324
 Email: kmatott@sjrwmd.com

Between the release of this solicitation and the posting of the final Step Two 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.

4. WHERE TO DELIVER QUALIFICATIONS SUBMITTAL, TECHNICAL PROPOSAL, AND PRICE PROPOSAL

All documents: Qualifications Submittal, Technical and Price Proposals must be submitted in sealed envelopes to:

Kendall Matott, Contracts Manager
 Attn: Office of Financial Services
 St. Johns River Water Management District
 4049 Reid St, Palatka, FL 32177-2571

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

STEP ONE: Prospective Respondents must submit information pertaining to their qualifications to successfully perform the Work as set forth in the solicitation.

SEALED QUALIFICATIONS SUBMITTAL — DO NOT OPEN
 Respondent's Name: _____
 Request for Qualifications – Design Build: 39256
 Opening Time: 2:00 P.M.
 Opening Date: January 30, 2024

STEP TWO (advancing firms only): Qualified Respondents must submit their Technical Proposal in a separate envelope.

SEALED TECHNICAL PROPOSAL — DO NOT OPEN
 Respondent's Name: _____
 Request for Qualifications – Design Build: 39256
 Opening Time: 2:00 P.M.
 Opening Date: March 05, 2024

Qualified Respondents must submit their Price Proposal in a separate sealed envelope along with their Technical Proposal on February 23, 2024. The Price Proposal will be opened at a later time and date as shown below.

SEALED PRICE PROPOSAL — DO NOT OPEN
 Respondent's Name: _____
 Request for Qualifications – Design Build: 39256
 Opening Time: 3:00 P.M.
 Opening Date: March 18, 2024

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.

5. OPENING OF QUALIFICATIONS SUBMITTALS, TECHNICAL PROPOSALS, AND PRICE PROPOSALS

Respondents or their authorized agents are invited to attend the opening of the Qualifications Submittals, Technical Proposals, and Price Proposals at the following dates, times, and place:

Sealed Qualifications Submittal: January 30, 2024, 2:00 P.M.
 Sealed Technical Proposal: March 05, 2024, 2:00 P.M.
 Sealed Price Proposal: March 18, 2024, 3:00 P.M.
 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 submittals and 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 submittals or proposals.

Unless otherwise exempt, Respondent's Qualifications Submittal, Technical Proposal, and Price Proposal are public records subject to disclosure upon expiration of the above exemption period. If any information submitted with the Qualifications Submittal, Technical Proposal, or Price 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 Qualifications Submittal, Technical Proposal, or Price Proposal **AND** explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Qualifications Submittal, Technical Proposal, or Price Proposal for excessive or unwarranted assertion of trade secret confidentiality and return the Qualifications Submittal, Technical Proposal, and Price Proposal to Respondent.

6. ELECTRONIC SUBMISSION OF QUALIFICATIONS AND PROPOSALS

Respondent must submit its Qualifications Submittal, Technical Proposal, and Price Proposal in "electronic" format. The District recommends that Respondents confirm the files on the pin/flash/thumb drive 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. Instructions for submitting are below.

All electronically submitted files shall be saved to a pin/flash/thumb drive. The pin/flash/thumb drives **MUST** be placed in separate sealed envelopes pursuant to the instructions under "WHERE TO DELIVER QUALIFICATIONS, TECHNICAL PROPOSAL, AND PRICE PROPOSAL" for sealed responses — **DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE QUALIFICATIONS SUBMITTAL, TECHNICAL PROPOSAL AND PRICE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

Number of Pin/Flash/Thumb Drives: Submit an electronic copy of the Qualifications Submittal, Technical Proposal, and Price Proposal on separate pin/flash/thumb drives (three required).

- (a) All blank spaces on the District-provided forms and documents must be typewritten or legibly printed in ink.
- (b) Respondent must specify the cost for each item described in the Agreement (the "Work") in figures as indicated by the spaces provided on the Price Proposal — Cost Schedule.

- (c) In the event you decline to submit a Qualifications Submittal, 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 Qualifications Submittal.

All of the forms and questionnaires in the RFQ-DB solicitation package are available upon request in Microsoft® Word to aid the Respondent in submitting its Qualifications Submittal, Technical Proposal, and Price Proposal.

Do NOT password protect the pin/flash/thumb drive or your files. Use a naming convention similar to those show below for each pin/flash/thumb drive.

- (a) RFQ-DB Qualifications Submittal: RFQ-DB # Respondent’s name (abbreviated) Due Date
Example: “RFQ-DB 39256 ABC Venture LLC. 01-19-2024
- (b) The Technical and Price Proposal files should be saved to separate pin/flash/thumb drives and named similar to the above example

7. STEP ONE: QUALIFICATIONS SUBMITTAL

PREPARATION AND ORGANIZATION OF THE QUALIFICATIONS SUBMITTAL

It is Respondent’s responsibility to include information in its Response to present all relevant qualifications and other materials. The Response, however, should **not** contain standard marketing or other general materials. The requirements set forth below represent the minimum content for the Response. It is Respondent’s responsibility to modify such materials so that only directly relevant information is included in the Response.

Transmittal Letter/Letter of Interest

Respondents must submit a transmittal letter on Respondent’s letterhead. It must be signed by a representative of Respondent who is authorized to sign such material and to commit Respondent to the obligations contained in the Response. The transmittal letter must include the name, address, phone number and email address for Respondent contact, and must specify the authorized individual who will execute the Contract. If Respondent is a general partnership, joint venture, or consortium, all partners/members of the general partnership, joint venture, or consortium shall sign the letter. If Respondent is a corporation or a limited liability company, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. The transmittal letter may include any information deemed relevant by Respondent. If Respondent is a general partnership, joint venture or consortium, state that each partner/member of the general partnership, joint venture or consortium will have joint and several liabilities if awarded the Contract.

If Respondent is a general partnership, joint venture, or consortium, identify which entity will obtain the performance and payment bond that will be used and specifically identify the partners/members of the entities who will be jointly and severally liable under the Contract; and provide a copy of the agreement that was filed with the state of Florida, in compliance with the Fla. Admin. Code (Respondent must state in its response that it will comply with Florida Statutes, as well as Fla. Admin. Code, prior to Response submission).

Tab 1 — Respondent’s and Subconsultants’ overall qualifications, capabilities, experience, and availability to conduct work as presented in the Statement of Work (Complete all District-provided forms)

- (a) Evidence of current professional status: Include a copy of current valid state of Florida Certified General Contractor’s license for the lead/project constructor, Florida Professional Engineer’s licenses for the Engineer of Record and the lead/project engineer, and a copy of all other professional and business licenses required for other project staff and Respondent. The Engineer of Record and lead/project engineer may be either two separate

individuals or the same person. Failure to provide copies of such licenses may result in Respondent being deemed non-responsible.

- (b) Provide a description of Respondent, its Project Team, and their overall qualifications, capabilities, and past experience (include organizational chart).
- (c) Identify Respondent's other key personnel (project manager, engineering design manager, and on-site superintendent).
 - (1) Functions and availability of key personnel
 - (2) Experience applicable to the Project
 - (3) Contact information
 - (4) Resumes for all key personnel
 - (5) Description of prior roles and responsibilities in past design-build projects (projects of a similar nature are preferred and will receive additional consideration)
 - (6) Project management approach for engineering and construction work
- (d) Provide: (1) a description of all subconsultants and their overall qualifications and capabilities; (2) a copy of all current valid licenses held by each subconsultants as it relates to the Work, if applicable, and (3) a "Letter of Commitment" from a principal of each subconsultant stating that subconsultant is committed to be a part of Respondent's Project Team.
- (e) Provide evidence of personnel experience and capability to efficiently monitor and evaluate the water quality of treated water, including corroborating laboratory certifications.
- (f) Describe understanding of requested services (design, construction, monitoring, testing, etc.).
- (g) Provide the number of employees currently employed by Respondent and its subconsultants; and Respondent's and its subconsultant's average annual volume of work for the past three years.
- (h) Provide recent, current, and projected workloads, demonstrating willingness/ability to meet time and budget requirements.
- (i) Provide past contractual record, knowledge and related experience of Respondent and its subconsultants to perform the Work.
- (j) Provide letter from bonding company confirming Respondent has the bonding capacity required for this project and will be issued a performance and payment bond in the contract amount. Respondent shall also enclose a letter from its Surety stating its name, address and telephone number or that of its authorized agent. The letter shall include Respondent's maximum authorized bond amount, amount thereof now encumbered, bond company's T rating and their A.M. Best Rating. Surety must have an A.M. Best Rating of at least "Excellent." Respondent must list the bond company's rating as it appears in the U.S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Reinsurance Companies. The total amount bonded shall not exceed Surety's underwriting limitation as defined in Circular 570. Bond company must be licensed to write bonds in the state of Florida.
- (k) Indicate if Respondent is a certified minority business as defined by the Florida Small and Minority Business Act of 1985 (if yes, provide certification).
- (l) Complete all administrative District provided forms below:
 - (1) Proposed Subconsultants Form;
 - (2) Certificate as to Corporation and copy of the Certificate to do business in Florida;

- (3) Affidavit as to Non-Collusion and Certification of Materials Conformance with Specifications;
- (4) Qualifications Form — General; and
- (5) Drug-Free Workplace Form (not required unless there is a tie proposal).

Tab 2 — Technical qualifications and experience of Respondent to conduct work as presented in the Statement of Work — emphasis on projects successfully completed within the last five years

- (a) Include information on the availability and adequacy of personnel that Respondent plans to use on this project, including any special training (include resumes).
- (b) Include information on Respondents experience during the past five years as it relates to the Statement of Work (SOW), and on design-build projects.

Tab 3 — Relevant experience and past performance for engineering/design services and construction of a similar project (Complete all District-provided forms below)

- (a) Qualifications Form — Similar Project: Engineering/Design Services
- (b) Qualifications Form — Similar Project: Construction of Media-Based Treatment System
- (c) Qualifications Form — Client References

Tab 4 — Location of Respondent

Include location of Respondent's Management office or Project Manager relative to the District's Palatka Headquarters or a District Service Center (Jacksonville, Apopka, or Palm Bay).

Tab 5 — Volume and Quality of work previously awarded to Respondent

Submit documentation as to the volume of work (in dollars) awarded by the District to Respondent in the past five years, including contracts, work orders, and purchase orders.

8. STEP TWO: TECHNICAL AND PRICE PROPOSALS (advancing firms only)

PREPARATION AND ORGANIZATION OF THE TECHNICAL AND PRICE PROPOSALS

Technical Proposal Content (prepared by Respondent)

- (a) Demonstrate how the Project will be implemented pursuant to the contract.
- (b) Provide conceptual design of treatment system, including names of manufacturers and suppliers for the media and related equipment.
- (c) Provide conceptual water quality monitoring plan.
- (d) Demonstrate knowledge of the Project objectives/goals and existing field conditions.
- (e) Identify potential design and construction/build issues.
- (f) Present a comprehensive plan for completion in accordance with the Statement of Work.
- (g) Demonstrate efficient use of resources, design and construction methodologies, and techniques for completing the project within the allotted time (provide project schedule and denote the critical path and any long lead time items). Suggested activities are as follows:
 - (1) Award Date
 - (2) Design Surveys and Field Assessment of Conditions
 - (3) Design Durations
 - (4) Design Submittals (at 30%, 60%, and 100% final levels of completion)
 - (5) Design Reviews by the District
 - (6) Building Permit Processing

- (7) Start of Construction
 - (8) Treatment System Construction
 - (9) Final Completion Date
 - (10) Monitoring and Testing; and
 - (11) Evaluation, Demobilization, and Final Report
- (h) Include the completed Proposed Technology Form, including evidence of efficacy specific to the conditions of the Project site.
 - (i) List access to required equipment.
 - (1) Provide a list of Respondent-owned equipment Respondent plans to use to perform the Work, if any, including manufacturer, model, and year of manufacture
 - (2) Provide a list of equipment Respondent plans to lease/rent to perform the Work

Price Proposal Content (prepared by Respondent and seal in a separate envelope)

- (a) The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Respondent in completing all aspects of the Design-Build Project, including but not limited to design, plans approval, permitting, construction, operation, monitoring, testing, certification, close-out and demobilization. The Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the Respondent's general, administrative, and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).
- (b) Price Proposals are submitted to assist the District in determining the Successful Respondent and establishing the maximum potential value of the Agreement to be awarded by the District. The District, at its sole discretion, may conduct further negotiations to determine the final value of the Agreement to be awarded.
- (c) District provided forms:
 - (1) Price Proposal Acknowledgement Form
 - (2) Price Proposal — Cost Schedule
 - (3) Provide a guaranty in the form of a proposal bond for five percent of the "Total Proposed Cost" cost as provided in "TECHNICAL AND PRICE PROPOSAL GUARANTY." Respondent must use the District's Proposal Bond form.
 - (4) Attorneys-in-fact who sign performance and payment bonds must file with such bonds a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a Florida resident agent of the surety, with proof of agency attached.

9. 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 Contracts Manager and must be in writing. The Contract Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the RFQ-DB documents, but the Respondent is ultimately responsible for submitting the Qualifications Submittal, Technical Proposal, and Price 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 the opening of Qualifications Submittal, Technical Proposal, or Price Proposal, respectively, to be considered. Requests should be submitted by email at kmatott@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by

DemandStar, Vendor Registry, and Central Bidding to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Qualifications Submittal, Technical Proposal, or Price Proposal, as appropriate.

Submission of Qualifications Submittal, Technical Proposal, and/or Price Proposal constitutes acknowledgment of receipt of all addenda and construed as though all addenda have been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Qualifications Submittal, Technical Proposal, and/or Price Proposal as submitted. All addenda become part of the Agreement.

10. PROJECT ESTIMATE

The total Project estimate for RFQ-DB is \$1,500,000. This amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Technical and Price Proposals that are over the Project estimate. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work to reduce costs for any reason.

11. MINIMUM QUALIFICATIONS

Respondent must use and complete the “Qualification” forms (General, Similar Projects, and Client References) provided in these documents toward documenting its minimum qualifications. If Respondent fails to include these forms and the documentation requested below under Step One of the RFQ-DB process, Respondent’s Qualifications Submittal may be considered non-responsive.

Special note: One project may satisfy both similar project requirements for Engineering/Design Services and Construction below; however, both Similar Project forms must be completed in their entirety.

- (a) Similar Project — Engineering/Design Services: Respondent (or a combination of the firm, individual, named subconsultant(s), or project manager assigned to the work) must have **successfully completed the design of** at least one project of a similar nature. This project must have been completed within the five years prior to the date for receipt of Qualifications Submittals. A similar project shall be defined as “a project that uses media-based technology to treat influent at a rate of at least one gallon per minute.”
- (1) For the qualifying similar project, Respondent must provide all the information requested. Respondent is cautioned to ensure that the contact information (names, email addresses, and phone numbers) is correct, and that the proposed contact is amenable to speak with District representatives and/or respond to a written inquiry. The District will contact the individuals named to verify the similar project information as it relates to this RFQ-DB. If the information provided by Respondent is not of a similar nature, cannot be verified by the District, or the proposed contact person fails to respond to the District’s inquiry or otherwise fails to provide evidence of Respondent’s successful completion of the project, Respondent’s Qualifications Submittal may be considered non-responsive. *(Complete the District-provided form)*
- (b) Similar Project — Construction of Media-Based Treatment System: Respondent (or a combination of the firm, individual, named subconsultant(s), or project manager assigned to the work) must have **successfully completed the construction** at least one project of a similar nature. This project must have been completed within the five years prior to the date for receipt of Qualifications submittals. A similar project shall be defined as “a project that uses media-based technology to treat influent at a rate of at least one gallon per minute.”
- (1) For the qualifying similar project, Respondent must provide all the information requested. Respondent is cautioned to ensure that the contact information (names, email addresses, and

phone numbers) is correct, and that the proposed contact is amenable to speak with District representatives and/or respond to a written inquiry. The District will contact the individuals named to verify the similar project information as it relates to this RFQ-DB. If the information provided by Respondent is not of a similar nature, cannot be verified by the District, or the proposed contact person fails to respond to the District's inquiry or otherwise fails to provide evidence of Respondent's successful completion of the project, Respondent's Qualifications Submittal may be considered non-responsive. *(Complete the District-provided form)*

- (c) For Similar Project (b) identified above, Respondent must provide evidence of the successful treatment of water, documented by the results of a benchtop experiment or published results of technology efficacy. *(Respondent-provided documentation)*
- (d) Respondent (or a combination of the firm, individual, named subconsultant(s), or Project Manager assigned to the Work) must be able to provide evidence of capability to efficiently monitor and evaluate the water quality of treated water, documented by personnel experience and laboratory certifications. *(Respondent-provided documentation to substantiate experience)*
- (e) Respondent's engineering staff, especially key engineering personnel, must have an active professional engineering license in the state of Florida. A copy of the professional engineering license(s) and other appropriate licenses must be included with the Qualifications Submittal. *(Respondent-provided documentation to substantiate experience)*
- (f) Licenses: The qualifying licensed professional(s) employed by Respondent for the engineering work (Engineer of Record) and construction work (General Contractor) must have at least five years of professional registration prior to the date set for receipt of Qualifications Submittals. *(Respondent-provided documentation – license) and (Respondent-provided documentation to substantiate experience)*
- (g) Client References: Respondent must provide three client references who can verify Respondent's qualifications and performance record. Respondent must have completed a project for the client reference within the past ten years. Up to two of the client references may be from the similar projects listed in response to subparagraph (a), above. For each client reference cited, Respondent is responsible to provide all the information requested. Respondent is cautioned to ensure that the contact information (names, email addresses, and phone numbers) is correct, and that the proposed contact is amenable to speak with District representatives and/or respond to a written inquiry. The District will contact the references to verify the information as it relates to this solicitation. If the information provided by Respondent cannot be verified by the District, or the proposed contact person fails to respond to the District's inquiry or otherwise fails to provide evidence of Respondent's successful completion of the project, Respondent's Qualifications Submittal may be considered non-responsive. *(Complete the District-provided forms)*

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 Qualifications Submittal, Technical Proposal or Price Proposal, if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

12. TECHNICAL AND PRICE PROPOSAL GUARANTY

Each Price Proposal must be accompanied by a guaranty in the form of a proposal bond for five percent of the "Total Proposal Cost" indicated on the Proposal. Respondent must use the District's Proposal Bond form. The Proposal Bond must be written through a licensed Florida agency with a company licensed to do business in the state of Florida and meeting the requirements of the Agreement. The

guarantee must provide that the Price Proposal amount will remain in effect for 180 days after the designated date and hour of the Price Proposal opening. The Respondent with the top-ranked Price Proposal agrees to enter competitive negotiations with the District, and if negotiations are successful, enter into an Agreement; and provide the required Performance and Payment Bond and certificates of insurance.

If a Respondent withdraws its Technical and/or Price Proposal after the Price Proposals are opened or declines to enter competitive negotiations with the District, Respondent may be liable to the District for the full amount of the proposal guaranty as representing the District's damages on account of Respondent's default.

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

13. SIGNATURE AND CERTIFICATION REQUIREMENTS

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

14. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Qualifications Submittal, Technical Proposal, or Price 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 Qualifications Submittal, Technical Proposal, or Price 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 Qualifications Submittal, Technical Proposal, or Price Proposal.
- (e) Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- (f) Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- (g) Respondent has failed or is failing to adequately perform on any contract with the District (regardless of whether or not such performance failure has been cured), including without limitation: (1) a material breach thereof; (2) a failure to complete work in a timely manner or within the contract price when such failure is attributable to the actions or inactions of Respondent or Respondent's subconsultants or suppliers, which may or may not result in the District issuing a cure notice;

- (3) substandard quality of work, which may or may not result in a violation of a law, regulation, or building code; (4) any failure to cooperate with the District during performance of the contract; or (5) evidence of financial instability or irresponsibility, as may be indicated through notice of non-payment of claims or liens filed against Respondent's bond or the District by Respondent's subconsultants or suppliers.
- (h) Respondent has defaulted on a previous contract with the District or other public entity, which may be evidenced by a successful claim on Respondent's performance or payment bond due to the default.
- (i) 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.
- (j) 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.

15. REJECTION OF QUALIFICATIONS SUBMITTAL OR PROPOSAL

Qualifications Submittals, Technical Proposals, and Price Proposals must be delivered to the specified location and received before the applicable opening dates and times in order to be considered. Untimely submissions will be returned to the Respondent unopened. Qualifications Submittals, Technical Proposals, and/or Price Proposals will be considered irregular and may be rejected if they show material omissions, alterations of forms, additions not called for, conditions, limitations, or other material irregularities. The District reserves the right to waive any minor deviations or irregularities in an otherwise valid submission.

The District reserves the right to reject any and all submissions and cancel this RFQ-DB when it determines, in its sole judgment and discretion, that it is not in its best interest to award the Agreement. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

16. DIVERSITY OPPORTUNITY

The District is committed to the opportunity for diversity in its procurement activities and encourages its vendors (consultants and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as subconsultants. The District will assist the Successful Respondent by sharing information on W/MBEs.

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 RFQ-DB is intended to remain tangible personal property and not become part of a public work owned by the District.

18. EVALUATION CRITERIA

Responses will be evaluated using the evaluation criteria below. The evaluation rating scale for the Qualifications Submittal and Technical Proposal are as follows:

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

CRITERIA — QUALIFICATIONS SUBMITTAL	SCORE	WEIGHT	TOTAL
<p>1 Tab 1 — Respondent’s and Subconsultants’ overall qualifications, adequacy of personnel, capabilities, experience, and availability to conduct work as presented in the Statement of Work</p> <p>(a) Professional status: Include a copy of current valid state of Florida Certified General Contractor’s license for the lead/project constructor, Florida Professional Engineer’s license for the Engineer of Record and the lead/project engineer, and a copy of all other professional and business licenses required for other project staff and Respondent.</p> <p>(b) Provide a description of Respondent, its Project Team, and their overall qualifications, capabilities, and past experience (include organizational chart).</p> <p>(c) Identify Respondent’s other key personnel (project manager, engineering design manager, and on-site superintendent). (1) Functions and availability of key personnel, (2) Experience applicable to the Project, (3) Contact information (4) Resumes for all key personnel, (5) Brief description of prior roles and responsibilities in past design-build projects, and (6) Project management approach for engineering and construction.</p> <p>(d) Provide: (1) a description of subconsultant(s) and their overall qualifications and capabilities; (2) a copy of all current valid license held by each subconsultant as it relates to the Work, if applicable; (3) and a “Letter of Commitment” from a principal of each subconsultant stating that the subconsultant is committed to be a part of Respondent’s Project Team.</p> <p>(e) Provide evidence of personnel experience and capability to efficiently monitor and evaluate the water quality of treated water, including corroborating laboratory certifications.</p> <p>(f) Describe understanding of requested services (design, construction, monitoring, testing, etc.).</p> <p>(g) Provide the number of employees currently employed by Respondent and its subconsultants; and Respondent’s and its subconsultant’s average annual volume of work for the past three years.</p> <p>(h) Provide recent, current, and projected workloads, demonstrating willingness/ability to meet time and budget requirements.</p> <p>(i) Provide past contractual record, knowledge, and related experience of Respondent and its subconsultants to perform the Work.</p> <p>(j) <u>Bonding company letter confirming Respondent has the bonding capacity required for this project and will be issued a performance and payment bond in the contract amount. Surety letter that includes its name, address and telephone number or that of its authorized agent. Letter shall also include Respondent’s maximum authorized bond amount, amount thereof now encumbered, bond company’s T rating and their A.M. Best Rating. Surety must have an A.M. Best Rating of at least “Excellent.” Bond company’s rating as it appears in the U.S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Reinsurance Companies. The total amount bonded shall not exceed Surety’s underwriting limitation as defined in Circular 570. Bond company must be licensed to write bonds in the state of Florida.</u></p> <p>(k) Indicate if Respondent is a certified minority business as defined by the Florida Small and Minority Business Act of 1985.</p> <p>(l) Complete all administrative District provided forms below: (1) Proposed Subconsultants Form, (2) Certificate as to Corporation and copy of the Certificate to do business in Florida, (3) Affidavit as to Non-Collusion and Certification of Materials Conformance with Specifications, (4) Qualifications Form — General, and (5) Drug-Free Workplace Form (not required unless there is a tie proposal).</p>		35%	
<p>2 Tab 2 — Technical qualifications and experience of Respondent to conduct work as presented in the Statement of Work — emphasis on projects successfully completed within the last five years</p> <p>(a) Include information on the availability and adequacy of personnel that Respondent plans to use on this project, including any special training (include resumes).</p> <p>(b) Include information on Respondents experience during the past five years as it relates to the SOW, and n design-build projects.</p>		30%	
<p>3 Tab 3 — Relevant experience and performance on Engineering projects and Design Services (Complete all District-provided forms below)</p> <p>(a) Qualifications Form — Similar Project: Engineering/Design Services</p> <p>(b) Qualifications Form — Similar Project: Construction of Media-Based Treatment System</p> <p>(c) Qualifications Form — Client References</p>		25%	
<p>4 Tab 4 — Location of Respondent</p> <p>Include location of Respondent’s Management office or Project Manager relative to the District’s Palatka Headquarters or a District Service Center (Jacksonville, Apopka, or Palm Bay)</p> <p>(a) Within 0 - 75 miles of a District office = 10 points;</p> <p>(b) Within 75 - 150 miles from a District office = 5 points;</p> <p>(c) Greater than 150 miles from a District office = 0 points</p>		5%	
<p>5 Tab 5 — Volume and Quality of District work previously awarded to Respondent by the District</p> <p>Submit documentation as to the volume of work (in dollars) awarded by the District to Respondent in the past five years, including contracts, work orders, and purchase orders. Points will be allocated from 0 to 10; Respondents with higher awarded contract totals in the last five years based on the solicitation response date of this RFQ shall receive fewer award points. Respondents with no previous work awards may receive the highest allocation of points (10). Respondent with the highest volume of work will receive zero points. The District shall rely on its official financial records to resolve any discrepancies. Contracts, work orders, and purchase orders issued by the District in the last five years shall be included in this total even if Respondent has not yet received payment.</p> <p>The District shall calculate scores as follows: The amount awarded to Respondent with the highest volume of work in the last five years shall represent the Allocation Basis Total (ABT). The ABT less a Respondent’s total volume of work awarded shall be divided by the ABT and then multiplied by 10; the result rounded to the tenths shall represent Respondent’s score for this criterion</p>		5%	
TOTAL QUALIFICATIONS SUBMITTAL SCORE:		100%	

EVALUATION CRITERIA (continued) –

CRITERIA — TECHNICAL AND PRICE PROPOSAL		SCORE	WEIGHT	TOTAL
1	<p>Technical Proposal</p> <p>(a) Demonstrate how the Project will be implemented pursuant to the contract</p> <p>(b) Provide conceptual design of treatment system, including names of manufacturers and suppliers for the media and related equipment</p> <p>(c) Provide conceptual water quality monitoring plan</p> <p>(d) Demonstrate knowledge of the Project objectives/goals and existing field conditions</p> <p>(e) Identify potential design and construction/build issues</p> <p>(f) Present a comprehensive plan for completion in accordance with the SOW</p> <p>(g) Demonstrate efficient use of resources, design and construction methodologies, and techniques for completing the project within the allotted time (project schedule, critical path, and any long lead time items)</p> <p>(h) Proposal Technology Form, including evidence of efficacy specific to the conditions of the project site</p> <p>(i) Access to required equipment</p> <p>(1) Provide a list of Respondent-owned equipment Respondent plans to use to perform the Work, if any, including manufacturer, model, and year of manufacture</p> <p>(2) Provide a list of equipment Respondent plans to lease/rent to perform the Work</p>		70%	
2	<p>Price Proposal</p> <p>(a) Price Proposal prepared by Respondent</p> <p>The Total Proposed Price in the Price Proposal submission should not exceed \$1,500,000. The respondent with the Price Proposal with the lowest Total Proposed Price will be assigned a score of 10 points by each Evaluation Committee member. The Price Proposal will be evaluated in the following manner:</p> <p>The Respondent with the lowest total Price Proposed Cost will be assigned a score of 10 points as identified above. Every other Response will be given points proportionally in relation to the lowest price. The point total will be calculated by dividing the lowest proposed price by the total proposed price of the Price Proposal being evaluated with the result being multiplied by ten for the Price Score See below:</p> <p><u>Scoring Calculation formula:</u> Price Score = (Lowest Total Proposed Cost) / (Respondent's Total Proposed Cost) X (Total Points for Price) X 30% = Total (weighted score)</p> <p><u>Example:</u> (\$1,250,000 [lowest total proposed cost]) / (\$1,400,000 [other Respondent's total proposed cost]) X (10 [total points for price]) = 8.93 X 30% (Weight) = 2.68 Total (weighted score)</p> <p>(b) Respondents must also have included the following District provided forms:</p> <p>(1) Price Proposal Acknowledgement Form</p> <p>(2) Price Proposal — Cost Schedule</p> <p>(3) Proposal Bond — Provide a guaranty in the form of a proposal bond for five percent of the “Total Proposal Cost” amount as stated in the Price Proposal. Respondent must use the District’s Proposal Bond form.</p>		30%	
TOTAL TECHNICAL AND PRICE PROPOSAL SCORE:				
TOTAL QUALIFICATIONS SUBMITTAL, TECHNICAL AND PRICE PROPOSAL SCORE:				

19. EVALUATION AND AWARD PROCEDURES

- (a) Qualifications Submittals (Step One) will be evaluated by an Evaluation Committee (Committee) based upon the criteria and weighting set forth in “EVALUATION CRITERIA.” The Committee will meet at District headquarters or other location as appropriate to discuss the Qualifications Submittals and their evaluations. Each Committee member will complete an evaluation form for each Respondent, from which the overall ranking of Qualifications submittals will be compiled. Evaluation forms may be submitted at or subsequent to the Committee meeting.

- (b) Technical Proposals (Step Two) will be evaluated by the Committee based upon the criteria and weighting set forth in “EVALUATION CRITERIA.” Each Committee member will complete an evaluation form for each Respondent, from which the overall ranking of Technical and Price proposals will be compiled. 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 or other location as appropriate. Evaluation forms will be submitted at or subsequent to the Committee meeting immediately following the conclusion of oral presentations.
- (c) Price Proposals (Step Two) will be scored in accordance with the formula provided in the EVALUATION CRITERIA table above.
- (d) **Final Ranking:** Each Respondent’s final ranking will be determined by combining scores from the Qualifications Submittal (Step One), and the Technical Proposal and Price Proposal (Step Two).
- (e) 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) Fla. Stat. 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 bids, proposals, submittals, 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.
- (f) Pursuant to §286.0113 Fla. Stat., if the District rejects all Qualifications Submittals or Proposals and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) Fla. Stat. 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 Qualifications Submittals or Proposals.
- (g) Following the evaluation process, the District will submit the final ranking to the Governing Board for approval and that competitive negotiations be instituted, except for those instances in which the authority to negotiate, 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.
- (h) Contract negotiations will then commence with the highest-ranked Respondents. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the other Respondents in ranked order.
- (i) If two or more submissions 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 whose Proposal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082 Fla. Stat.; or (3) by lot.
- (j) The Agreement will be awarded to the highest-ranked Respondent, 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 this RFQ-DB that the District deems in its best interest.
- (k) The District reserves the right to award the Agreement to the next highest-ranked Respondent 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.

- (l) All Respondents will be notified of the District’s intent to award or decision to award the Agreement. For the purpose of filing a proposal protest under §120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

20. DESIGN-BUILD SERVICES

The services to be undertaken by Successful Respondent (also defined as “Consultant”) include all Work defined in the Agreement, including all design professional services, permitting, construction and other obligations to be performed by Consultant under the contract documents, including without limitation project management, supervision, training, testing, commissioning, and all other services and deliverables required by Consultant to achieve Final Acceptance of the Project in accordance with the contract documents.

Consultant services include but are not limited to the following:

- (a) Preliminary engineering, geotechnical investigations (as needed), investigation and verification of existing conditions, and design development. An overview of these services follows:
- (1) Hold kick-off meeting
 - (2) Develop conceptual design
 - (3) Develop the project work plan, including project schedule
 - (4) Perform engineering studies (such as subsurface investigations, verification of existing conditions, etc.) to support design
 - (5) Identify and obtain all required permits
- (b) Design Activities
- (1) Develop the engineering design drawings (including preparing and submitting intermediate design review packages) to a level agreed-upon by the District, with it currently being anticipated that such level will be at the 30%, 60%, and 100% final design stages
 - (2) Perform value-engineering activities, if any, in conjunction with District staff
- (c) Construction Activities
- (1) Construction of the Treatment System in conformance with the approved plans
 - (2) Disassemble the Treatment System and remove all components from the project site
- (d) Operation and Monitoring Activities
- (1) Prepare a written operation and maintenance plan for District approval
 - (2) Operate the treatment system
 - (3) Design and perform the monitoring activities for the project

21. REQUIREMENT TO KEEP PROJECT TEAM INTACT

The Project Team proposed by Respondent, including but not limited to consultants, subconsultants, designers, key team members, key personnel, other firms, and individuals identified in Respondent’s submission, shall remain on the Project Team for the duration of the procurement process, and if Respondent is awarded the contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the District’s Project Manager, who, at his sole discretion, will determine whether to authorize a change. Absent separation of employment, unauthorized changes to Respondent’s Project Team at any time during the procurement process may result in the elimination of Respondent from further consideration.

22. SUBCONTRACTS

Respondent must disclose each subconsultant whose work is anticipated to exceed \$100,000 in aggregate, along with the portion(s) of the work Consultant intends the subconsultant to perform. Respondent must submit with its Qualifications Submittal (Step One) a list of all known subconsultants who will participate in the Work. Acceptance of the Proposal does not constitute approval of the subconsultants identified with the Proposal. Any subconsultant whose work exceeds \$100,000 must be obtained through a competitive solicitation process, unless subconsultant was disclosed in the Qualifications Submittal.

23. WITHDRAWAL OF QUALIFICATIONS SUBMITTAL OR TECHNICAL PROPOSAL

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

24. NO ASSIGNMENT OF PROPOSALS

Respondents may not transfer or assign its Response to a third-party following submission of a Response to the District.

25. EXECUTION OF AGREEMENT

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

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

- (a) A performance and payment bond (**Consultant must use the District Performance and Payment Bond form**)
- (b) A completed Internal Revenue Service Form W-9
- (c) Satisfactory evidence of all required insurance coverage
- (d) Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- (e) All other information and documentation required by the Agreement

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

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

26. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

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

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

27. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - §287.05701, FLA. STAT.

Notice is hereby provided that pursuant to §287.05701, Fla. Stat., 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.

28. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

29. NOTICES AND SERVICES THEREOF

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

Notices 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 to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

30. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, 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 will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

FORMS

PRICE PROPOSAL ACKNOWLEDGEMENT FORM

Include this form in the Price Proposal

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Price 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 Price Proposal or in the Agreement to be entered into; that this Technical and Price Proposals are made without connection with any other person, company, or parties making a Price Proposal; and that this submittal 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 Price proposals 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 Price Proposal is accepted and subsequent competitive negotiations are successful, 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

PRICE PROPOSAL — COST SCHEDULE

Include this form in the Price Proposal

Price Proposal to be opened at 3:00 p.m., March 18, 2024

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting submissions of qualifications and proposals for the C-1 Canal Baseflow Treatment Project, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the cost contained in the following schedule (fill in all blanks).

If the Total Proposed Cost in the price proposal exceeds the Project Estimate provided in the solicitation, 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 “STEP TWO: TECHNICAL AND PRICE PROPOSAL” for information to be included with the Price Proposal.

The District intends to award the Agreement to the highest ranked Respondent that successfully completes negotiations with the District.

No.	Task	Cost
1	Design (30%, 60%, 100% Final)	
2	Permitting	
3	Construction materials, labor, and equipment (not including media and pretreatment)	
4	Construction and pretreatment	
5	Monitoring and testing	
6	Evaluation, Demobilization and Final Report (Demob)	
	TOTAL PROPOSED COST	

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

Respondent (firm name)

Date

Address

Email Address

Signature

Telephone number

Typed name and title

PROPOSED SUBCONSULTANTS

Include this form in the Qualifications Submittal (attach additional sheets if necessary)

Respondent must disclose each subconsultant whose work is anticipated to exceed \$100,000 in aggregate, along with the portion(s) of the work Consultant intends the subconsultant to perform. Acceptance of the Proposal does not constitute approval of the subconsultants identified with the Proposal. Acceptance of the Qualifications Submittal does not constitute approval of the subconsultants identified with the Qualifications Submittal.

1. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

PROPOSED TECHNOLOGY FORM

Include this form in the Technical
Proposal

Respondent must provide the following information regarding the nutrient removal technology respondent proposes to utilize in the Design-Build project.

Name of Respondent: _____

Proposed Technology: _____

- 1) Is the Proposed Technology a media-based technology? Yes No
- a. If yes, please describe the mechanisms for removal of nitrogen and phosphorus compounds listed in Table 1 of the Statement of Work.
- _____
- _____
- _____
- 2) Is the Proposed Technology innovative? Yes No
- a. If yes, please explain:
- _____
- _____
- _____
- 3) Has the efficacy of the technology been tested to achieve the successful treatment of water with similar or lower nutrient concentrations than indicated in Table 1 in the Statement of Work through a pilot, benchtop experiment or similar analysis? Yes No
- a. If yes, please:
- (1) Provide a copy of the pilot or benchtop experiment results with your response
- (2) Include any available supporting model results (i.e.: kinetic, isotherm)
- 4) Is the available footprint (2,000-3,000sf) sufficient for removing at or above 135 pounds of Total Nitrogen (TN) and 15 pounds of Total Phosphorus (TP) over a two-year period, given the flow rate of 0.1 cfs? Yes No
- a. If yes, provide evidence (i.e.: reference to system design features, hydraulic media properties, or models) to support this. Please reference any relevant studies or experiments.
- 5) Can the system accommodate fluctuating water level, as described in the Statement of Work?
- Yes No
- a. If yes, please describe how this will be accomplished. _____
- _____
- _____

CERTIFICATE AS TO CORPORATION

Include this form in the Qualifications Submittal

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

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

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

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

Include this form in the Qualifications Submittal

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 Qualifications Submittal.
2. The attached Qualifications Submittal is genuine. It is not a collusive or sham Qualifications Submittal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Qualifications Submittal.
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 qualifications submittal, technical proposal, or price proposal in connection with the Agreement for which the attached qualifications submittal, technical proposal, and price 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 qualifications submittal, technical proposal, and price 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. If selected to submit a Price Proposal, the price(s) quoted will be fair and proper and 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: _____

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the Qualifications Submittal

As part of the RFQ-DB 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 its present consultant/trade name: _____

Total number of years Respondent has experience with similar projects (a project that uses media-based technology to treat influent at a rate of at least one gallon per minute) 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 Response 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. Attach additional pages if necessary.

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 RFQ-DB. This inquiry is intended to encompass: (a) the engineering project manager, (b) construction project managers, and (c) on-site superintendent who will be engaged on a daily basis in directing the Work. Attach additional pages if necessary.

Has Respondent defaulted on a previous contract with a public entity? Was a successful claim made against Respondent's performance or payment bond due to the default? If yes to either question, please describe the nature and result of those proceedings and the entity and bonding company involved. Attach additional pages if necessary.

QUALIFICATIONS — SIMILAR PROJECT: ENGINEERING/DESIGN SERVICES

Include this form in the Qualifications Submittal

Respondent (or a combination of the firm, individual, named subconsultant(s), or Project Manager assigned to the Work) must have **successfully designed** and completed at least one project of a similar nature. This project must have been completed within the five years prior to the date for receipt of Qualifications Submittals. A Similar Project shall be defined as “a project that uses media-based technology to treat influent at a rate of at least one gallon per minute”. The District recognizes that subconsultants may have performed portions of the qualifying projects.

Special note: One project may satisfy both similar project requirements for Engineering/Design Services and Construction below; however, both Similar Project forms must be completed in their entirety.

Completed Similar Project:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Percentage of work Respondent performed with its own workforce (must be approximate): _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year: prior to January 30, 2024)

Project completed by (select one): Respondent: Subconsultant: _____

Name(s) of key personnel:

Project Manager: _____

Engineer of Record: _____

Lead Project Engineer: _____

Others: _____

QUALIFICATIONS — SIMILAR PROJECT: CONSTRUCTION OF MEDIA-BASED TREATMENT SYSTEM

Include this form in the Qualifications Submittal

Respondent (or a combination of the firm, individual, named subconsultant(s), or Project Manager assigned to the Work) must have **successfully constructed** and completed at least one project of a similar nature. This project must have been completed within the five years prior to the date for receipt of Qualifications Submittals. A Similar Project shall be defined as “a project that uses media-based technology to treat influent at a rate of at least one gallon per minute”. The District recognizes that subconsultants may have performed portions of the qualifying projects.

Special note: One project may satisfy both similar project requirements for Engineering/Design Services and Construction below; however, both Similar Project forms must be completed in their entirety.

Completed Similar Project:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Percentage of work Respondent performed with its own workforce (must be approximate): _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year: prior to January 30, 2024)

Project completed by (select one): Respondent: Subconsultant: _____

Name(s) of key personnel:

Project Manager: _____

Project/On-site Superintendent: _____

Others: _____

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the Qualifications Submittal

Respondent must provide three client references, who can verify Respondent’s qualifications and performance record. Respondent must have completed the projects cited below within the past ten years, and may include the similar projects listed above. (For similar projects listed above, simply state “Similar Project No. ____.”)

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

QUALIFICATIONS — CLIENT REFERENCE (CONTINUED)

Include this form in the Qualifications Submittal

Respondent must provide three client references, who can verify Respondent’s qualifications and performance record. Respondent must have completed the projects cited below within the past ten years, and may include the similar projects listed above. (For similar projects listed above, simply state “Similar Project No. ____.”)

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie

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

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

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

By: _____

Title: _____

Date: _____ /

TECHNICAL AND PRICE PROPOSAL BOND FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
STATE OF FLORIDA

KNOW ALL PERSONS BY THESE PRESENTS that _____, whose address is:

_____,
("Principal"), and

_____,
whose address is

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying Technical and Price Proposals for RFQ-DB 39256, C-1 Canal Baseflow Treatment Project, which is scheduled to be opened on March 8, 2024.

NOW, THEREFORE, if Principal shall not withdraw this Technical and Price Proposal within 180 days after date of proposal opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the technical and price proposal as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the District the difference between the amount specified in price proposal and the amount for which the District may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to remain in full force and effect.

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

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

Signed, sealed and delivered in the presence of:

PRINCIPAL

(Official Title)

By: _____

(typed name) (SEAL)

SURETY

(Official Title)

By: _____

(typed name) (SEAL)

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

PERFORMANCE AND PAYMENT BOND

Bond Number _____

Surety Number _____

St Johns River Water Management District Contract Number 39256

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work described in these contract documents, which are incorporated into this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work described in the contract, and
3. Pays the District all losses and damages, expenses, costs, and attorney’s fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

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

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

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

Signed, sealed, and delivered in the presence of:

Principal

 (Official title)
 Surety

 (Official title)

By: _____

 (Typed name) (SEAL)
 By: _____

 (Typed name) (SEAL)

(Countersignature by Florida Registered Agent)

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

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS — DESIGN-BUILD 39256

Your reasons for not responding to this Request for Qualifications Design-Build 39256 are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of proposal. Thank you for your cooperation.

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

EMAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR THE
C-1 CANAL BASEFLOW TREATMENT PROJECT**

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 _____ (“Consultant”), 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, Consultant agrees to furnish and deliver all materials and perform all labor required for RFQ-DB 39256, C-1 Canal Baseflow Treatment Project (the “Work”), located on Melbourne-Tillman Water Control District (MTWCD) property. In accordance with RFQ-DB 39256, Consultant shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (a) advertisement for bids, proposals, or qualifications; (b) Instructions to Respondents; (c) addenda; certifications, and affidavits; (d) bid, proposal, or submittals; (e) 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 or exhibit hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items a-d). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Commencement of Work.** Consultant shall commence the Work within 15 days of the Effective Date. Consultant shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Consultant shall not commence the Work until any required submittals are received and approved.
- (d) **Completion Date.** The Completion Date of this Agreement is September 30, 2027, unless extended by mutual written agreement of the parties. All Work shall be completed for use no later than the Completion Date.

2. LIQUIDATED DAMAGES

- (a) If Consultant neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Consultant shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Consultant is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be \$2,000 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential

damages incurred by the District, such as the cost of finding a replacement Consultant for completion of the Work if this Agreement is terminated by the District for non-performance.

- (b) Consultant shall not be charged with liquidated damages or any excess cost when the District determines that Consultant’s reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

3. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Consultant shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Consultant 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, Consultant 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.

- 4. OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Consultant 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.

5. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Consultant in the amount not to exceed \$ _____ (the “Total Compensation”). The parties may agree in writing to re-allocate funding from the amounts described below.

Fiscal Year: October 1, 2023 – September 30, 2024 Amount: \$ TBD
 Fiscal Year: October 1, 2024 – September 30, 2025 Amount: \$ TBD
 Fiscal Year: October 1, 2025 – September 30, 2026 Amount: \$ TBD
 Fiscal Year: October 1, 2026 – September 30, 2027 Amount: \$ TBD

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

- (b) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties’ current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) (“Annual Spending Plan”). If Consultant anticipates that expenditures will exceed the budgeted amount during any fiscal year, Consultant shall promptly notify the District’s Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1

of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. PAYMENT OF INVOICES

- (a) Consultant shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Consultant 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 for work completed, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for work completed as of September 30, Consultant 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, Consultant 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 20 business 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. Consultant must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Consultant's name and address (include remit address, if necessary); (3) Consultant's invoice number and date of invoice; (4) District Project Manager; (5) Consultant'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); and (7) Progress Report (if required). Consultant should not include its FEIN 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 20 business days of receipt of the invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** This Agreement does not include separate payment for travel expenses.
- (f) **Payments.** Absent exceptional circumstances, Consultant 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 Consultant to make payments when due to subconsultants or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Consultant; 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.

(h) **Retainage.** The District shall pay Consultant 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the Work, which occurs at the completion of the Punch List. Consultant may present the District with a payment request for part or all of the retainage as provided by §218.735(7)(e), Fla. Stat.

7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Consultant a written statement accepting all deliverables. Consultant’s acceptance of final payment shall constitute a release in full of all Consultant 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.

8. **INSURANCE.** Consultant 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. Consultant waives its right of recovery against MTWCD and the District to the extent permitted by its insurance policies. Consultant’s insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Consultant’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 Consultant 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.

<u>DISTRICT</u>	<u>CONSULTANT</u>
Anne Elise Wester, P.E., Ph.D., Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
4049 Reid Street, Palatka, Florida 32177-2571	TBD
Phone: (386) 643-1987	Phone: TBD
Email: awester@sjrwmd.com	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) Consultant shall provide efficient supervision of the Work, using its best skill and attention. Consultant shall keep a competent project/on-site (construction) superintendent on site that is satisfactory to the District. The project/construction superintendent shall not be changed except with the District's consent, unless the project/construction superintendent proves to be unsatisfactory to Consultant and/or ceases to be in its employ. The project/construction superintendent shall represent Consultant in the absence of Consultant's Project Manager. All directions given to him shall be as binding as if given to Consultant. If the District produces documented evidence and informs Consultant that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Consultant replace its project/construction superintendent if said superintendent fails to carry the Work forward in a competent manner, follow instructions, specifications, or for other reasonable cause.
- (d) Project/Construction superintendent qualifications (submit qualifications for the project superintendent to the District for approval):
- (1) At a minimum, the project/construction superintendent must:
 - a. Be able to: (1) perform basic construction layout; (2) read and interpret plans and specifications; (3) supervise subconsultants, foremen, and work crews; (4) coordinate and expedite equipment and material deliveries; (5) make field decisions based upon site conditions; (6) coordinate multiple construction activities at the same time; (7) coordinate mobilization and demobilization activities; and (8) complete a Punch List.
 - b. Have at least five years of construction supervisory experience within the ten years immediately preceding the date set for receipt of Proposals. The experience may be with Respondent or in combination with other construction firms.
- (e) Consultant shall maintain an adequate and competent professional staff. Consultant's employees, subconsultants, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.

11. INDEMNIFICATION. Consultant shall indemnify and hold harmless, release, and forever discharge MTWCD, 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct arising from or caused by Consultant, its employees or subconsultants, in the performance of the Work. Consultant shall further indemnify MTWCD and the District for all costs and penalties MTWCD and the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant-employees performing under this contract.

12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Consultant shall schedule a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Consultant shall provide a work plan for the District's approval not less than five days prior to the pre-work conference. The District shall have ten days to review the work plan. Not less than five days prior to the pre-work conference, Consultant shall provide the District a list of each subcontract exceeding \$100,000. The list shall include: (1) name, address, contract, phone number and email address of subconsultant, (2) description of subcontract work, and (3) estimated value of work.

- (b) **Progress Meetings.** The District will conduct on-site progress meetings with Consultant every two weeks. Consultant shall make available its Project Manager, Project/Construction Superintendent, and other appropriate personnel to discuss matters pertinent to the Work.
- (c) **Progress Reports.** Consultant shall provide to the District the project schedule and update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Consultant, and may include emails, memos, and letters.
- (d) **Daily Reporting.** Consultant is responsible for providing a daily report regarding the progress of the construction. A form shall be completed for each day any Work is performed until the project is accepted by the District. Completed forms shall be submitted to the District's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (e) **Critical Path Management.** Consultant is responsible to provide a Critical Path Management (CPM) network for the Work.
- (f) **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Consultant 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 Consultant 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. In the event of a conflict between this Agreement and the Technical Proposal or Price Proposal, the language in this Agreement shall govern.

13. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Consultant 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 Consultant: (1) 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, (2) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (3) war, (4) flood, (5) earthquake, (6) fire, (7) severe wind storm, (8) acts of public disturbance, (9) quarantine restrictions, (10) epidemics or pandemics, (11) strikes, (12) freight embargoes, or (13) 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.** Consultant shall not be compensated for delays caused by Consultant's inefficiency, rework made necessary by Consultant'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, Consultant 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 Consultant 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.

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

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Consultant from any requirements of this Agreement. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Consultant believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Consultant shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**
- (2) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Consultant, except for the reasonable cost of any additional Work. All such Work within Consultant's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (a) estimate and acceptance of a lump sum, (b) unit prices named in the contract or subsequently agreed upon, (c) costs and percentage or by (d) cost and a fixed fee. If the parties cannot agree upon cost, Consultant shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Consultant, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Consultant shall be pursuant to the dispute resolution procedure.
- (3) For any Change Order requests submitted by Consultant, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Consultant, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Consultant disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Consultant 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, Consultant 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 Consultant's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Consultant decline to perform the emergency change in the Work.

15. 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, Consultant'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 subconsultants, 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 Consultant 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 Consultant an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Consultant shall not receive any further payment until the Work is completed by the District. Consultant 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 Consultant.
- (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 Consultant. In such event, Consultant 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, Consultant 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. Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Consultant 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 subconsultants and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Consultant 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 Consultant fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Consultant 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 Consultant not less than five days' written notice, except in emergency circumstances. Consultant shall immediately comply with such notice. Should such stoppage increase Consultant's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Consultant's Right to Stop Work or Terminate Agreement**
- (1) **Stop Work.** Consultant may stop work only under the following circumstances: (a) the Work is ordered temporarily discontinued by a court or other public authority; (b) it is necessary to stop work in order to protect the safety of Consultant or third persons; or (c) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Consultant 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.

- (2) **Termination.** Consultant may terminate this Agreement under only the following circumstances: (a) the Work is ordered discontinued by a court or other public authority, through no act or fault of Consultant, for a period of not less than three months; (b) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Consultant 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.
- (3) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

ADDITIONAL PROVISIONS (In Alphabetical Order)

16. 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 Consultant 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 Effective Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

CONSULTANT: Consultant, its officers, employees, agents, successors, and assigns.

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

CONSULTANT'S SUPERINTENDENT: Consultant's representative who is present during the progress of the construction work and authorized to receive and fulfill instructions from Consultant's Project Manager or the District.

CPM or CRITICAL PATH METHOD: The use of a calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having a calculated task duration. They are the important activities driving the project. Float belongs to the District.

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

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

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

DESIGN CRITERIA PROFESSIONAL: The design criteria professional is an employee of the District. The design criteria professional prepared, signed, and sealed the design criteria package and will also assist in the evaluation of the qualifications and proposals submitted by design-build firms, review detailed working drawings for the project, and evaluate project construction for compliance with the design criteria package.

ENGINEER OF RECORD: Professional engineer licensed in the state of Florida and in good standing who is designated by the Consultant and acceptable to the District, in its reasonable discretion, and is responsible for the preparation, signing, dating, sealing and issuing of the engineering documents relating to the Design-Build Project.

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

HOLIDAY: The following holidays as observed by the District: 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.

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

PERFORMANCE AND PAYMENT BOND: The security furnished by Consultant and surety in the form provided by the District as a guarantee that Consultant will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

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

PRINCIPAL: When used in a bid, proposal, agreement, or Performance and Payment Bond, the word "principal" means the same as the word "Consultant".

PROPOSAL: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

PROPOSAL BOND: The security furnished with a Proposal to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Request for Qualifications Design-Build if Consultant receives a Notice of Intent to Award the contract from the District.

REQUEST FOR QUALIFICATIONS – DESIGN BUILD: An advertised solicitation for sealed competitive Qualifications submittal, Technical and Price Proposal, with the title, date, and hour of the public openings designated. It includes a detailed description of the goods and/or services sought, the dates for submittal of Qualifications and Technical and Price Proposal, 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 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.

SUBCONSULTANT: Those persons having a direct contract with Consultant 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. When used in a bid, proposal, or this agreement, the word "Subcontractor" means the same as the word "Subconsultant".

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

TOTAL PROPOSED COST: The total cost proposed by Consultant in its Price Proposal for completion of the Work.

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

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

17. ACCESS; WORK AREA; GATES

- (a) **Access.** The District will provide sufficient access to accomplish the Work. Consultant shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the District. Consultant is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Consultant shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the District.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Consultant shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Consultant shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use, and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Unless otherwise stated in the specifications, Consultant shall be responsible for providing lock(s) to District properties.

18. ASSIGNMENT AND SUBCONTRACTS

- (a) Consultant 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, Consultant shall notify the District's Project Manager in writing of the name of any subconsultant 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 subconsultant nor any other provision of this Agreement creates a contractual relationship between any subconsultant and the District.
- (b) Consultant is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Consultant is fully responsible to the District for the acts and omissions of its subconsultants 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.

- 19. **AUDIT; ACCESS TO RECORDS.** Consultant 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, Consultant must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Consultant shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

20. BONDS

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000.
- (b) **Performance Bond.** A performance bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000.
- (c) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Consultant. **Bonds must be on the form provided in the Proposal Documents** and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than “Excellent” for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.’s, rating and analysis website.

21. CIVIL RIGHTS. Pursuant to chapter 760, Fla. Stat., Consultant 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.

22. CLEANUP; EQUIPMENT REMOVAL. Upon expiration or termination of this Agreement, Consultant shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Consultant shall remove all public and private property and all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Consultant. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Consultant.

23. COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT. Consultant and any subconsultant 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.

24. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONSULTANTS

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District consultant is contiguous to Consultant’s Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Consultant shall arrange its Work so as not to interfere with the District or other District consultant and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Consultant shall perform its Work in the proper sequence in relation to that of other District consultants, as may be directed by the District. Consultant shall afford other District consultants’ reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Consultant shall take into account all contingent work to be done by others and shall not plead want of knowledge of such contingent work as a basis for delay or non-performance. Consultant shall be liable for any damage it causes to the Work performed by other District consultants.
- (b) If any part of the Work depends for proper execution or results upon the Work of other District consultants, Consultant shall inspect and promptly report any defects in the other consultants’ work that render it unsuitable for Consultant’s Work. Failure to so inspect and report shall constitute an

acceptance of the other consultants' work as fit and proper for the reception of its Work, except as to defects which may develop in the other consultants' work after execution of the Work.

25. CONTINGENCY FEES. Pursuant to §287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the District may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

26. 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 Consultant in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Consultant 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.

27. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Consultant 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. **Consultant shall proceed with the Work in accordance with said determination. This shall not waive Consultant's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and Consultant declines to modify the invoice, Consultant must notify the District in writing within ten days of receipt of notice of rejection that Consultant 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 Consultant's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

28. DIVERSITY OPPORTUNITIES. The District is committed to the opportunity for diversity in its procurement activities, and encourages its vendors to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-consultants. The District will assist Consultant by sharing information on W/MBEs to encourage their participation.

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

- (a) For any Work that is dependent upon conditions at the worksite, Consultant's acceptance of contract award represents and warrants that Consultant has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation:
- (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Consultant's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Consultant or is available upon request. Consultant must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Consultant discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the drawings, Consultant shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the drawings, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Consultant's cost. Where the differing site conditions materially impact Consultant's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Consultant fails to provide the required notice.
- (c) If Consultant in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Consultant's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Consultant shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

30. EMPLOYMENT ELIGIBILITY.

- (a) Pursuant to §448.095, Fla. Stat., Consultant 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, Consultant must provide the District with evidence that Consultant 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) Consultant shall include in related subcontracts, if authorized under this Agreement, a requirement that subconsultants performing work or providing services pursuant to this Agreement utilize the E-Verify System to verify employment eligibility of all employees used by the subconsultant in the performance of the Work. The subconsultant must provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subconsultant knowingly violated §448.095, Fla. Stat., and notifies Consultant of such, but Consultant has otherwise complied with the statute, then Consultant shall immediately terminate the contract with the subconsultant.

31. FLORIDA SINGLE AUDIT ACT

- (a) **Applicability.** The Florida Single Audit Act (FSAA), §215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in §215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with §215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

- (b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (FDEP). Funding is provided under the state of Florida, Alternative Water Supply Program, in the amount of \$_____. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.100.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, state of Florida's website at <http://myflorida.com>, District of Financial Services' website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida

Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

32. 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: (a) venue for any state proceedings shall be in Putnam County (b) venue for any federal legal proceedings shall be in Orange County; (c) each party shall bear its own attorney's fees, including appeals; (d) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

33. INTEREST IN THE BUSINESS OF CONSULTANT; NON-LOBBYING. Consultant 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 Consultant 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.

34. INDEPENDENT CONTRACTOR. Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees or agents of the District. Consultant controls and directs the means and methods by which the Work is accomplished. Consultant is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold MTWCD and the District harmless from any failure to comply with such laws. Consultant's duties include, but not be limited to: (a) providing Workers' Compensation coverage for employees as required by law; (b) hiring employees or subconsultants necessary to perform the Work; (c) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (d) payment of all federal, state and local taxes, income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security)

taxes; (e) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (f) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (g) 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 Consultant's duties hereunder or alter Consultant's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

35. INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION

- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Consultant for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract award and before any material or equipment is purchased, Consultant shall submit to the District's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Consultant shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Consultant shall provide proper facilities for such access and inspection. Consultant(s) shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (d) **Re-examination of Work.** The District may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Consultant. If such Work is found to be in accordance with specifications, the District will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Consultant will pay such cost.
- (e) **Testing**
 - (1) The District may require that materials be tested prior to incorporation in the Work. In some instances, it may be expedient to make these tests at the source of supply. Therefore, upon request, Consultant shall furnish the District with information identifying the source of supply before incorporating material into the Work. Upon request, Consultant shall furnish two copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Consultant. This paragraph does not obligate the District to perform tests for acceptance of material or relieve Consultant of its responsibility to furnish satisfactory material.

- (2) If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Consultant shall give the District's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Project Manager, Consultant's Project Manager shall supply the District's Project Manager with 72-hours prior notice of such inspection. Inspections by the District's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the District's Project Manager, it shall, if required by the District, be uncovered for examination at Consultant's expense.
- (f) **Rejection of Work and Materials.** Consultant shall promptly notify the District of any defective material and shall not incorporate such material into the Work. The District may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. If the District deems any portion of the Work unsatisfactory, Consultant shall rework those areas so that the total Work is completed in a manner satisfactory to the District. If disputed, Contract may submit a Change Order, subject to the dispute resolution procedure.
- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Consultant to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Consultant shall conform to such order. If Consultant maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Consultant to incur excessive costs or delays, Consultant may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Consultant of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Consultant desires the District to consider an item for substitution, Consultant shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Consultant in writing of its acceptance or rejection. In all cases, new material shall be used. Consultant shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
- 36. LAND AND WATER RESOURCES.** Consultant shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Consultant shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Consultant shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by MTWCD and the District and replaced with suitable fill material, compacted, and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Consultant.

- 37. LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Consultant delivers to the District releases of all labor and material cost liens arising from Consultant's performance of the Work, including Consultant and any subconsultant (s), and an affidavit by Consultant stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subconsultant refuses to furnish Consultant a release or a receipt in full, Consultant may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Consultant. In the event Consultant has been fully paid or the amount of such lien exceeds the amount due to Consultant, Consultant shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Consultant may have against the lienor.
- 38. NUISANCE.** Consultant shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
- 39. PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Consultant shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. Consultant shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. For out-of-state consultants, Consultant warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) Consultant and its subconsultants shall procure all permits, including those required by the county or municipality wherein the Work is located, and submit a copy of the license used to pull each permit.
 - (b) Consultant shall:
 - (1) give to the proper authorities all required notices relative to the Work;
 - (2) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Consultant's responsibility;
 - (3) furnish any bonds, security, or deposits required to permit performance of the Work;
 - (4) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
 - (5) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
- 40. PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Consultant brings onto MTWCD or District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
- 41. PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Consultant is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Consultant is solely responsible for all District-owned equipment in its possession, if any. Consultant shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Consultant is responsible for locating and protecting all utilities. Consultant shall

conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Consultant shall carefully protect the Work from damage. If any Work is damaged due to Consultant's failure to so protect the Work, the loss shall be remedied at Consultant's expense. Consultant shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Consultant shall repair, replace, or restore any damage or loss to any public or private property to MTWCD's and the District's satisfaction. Should Consultant fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Consultant's final payment.

42. PUBLIC RECORDS

- (a) Consultant 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 Consultant 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 Consultant, 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) Consultant 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. Consultant shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Consultant 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:
 - (1) 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 Consultant of the request, and Consultant must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Consultant fails to provide the public records to the District within a reasonable time, Consultant may be subject to penalties under s. 119.10, Fla. Stat.
 - (2) Upon request from the District's custodian of public records, Consultant 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.
 - (3) Consultant 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 Consultant does not transfer the records to the District.
 - (4) Upon completion of the Agreement, Consultant shall transfer, at no cost to District, all public records in possession of Consultant or keep and maintain public records required by the District to perform the services under this Agreement. If Consultant transfers all public records to the District upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

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

43. RELEASE OF INFORMATION. Consultant 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.

44. 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 Consultant 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) **Consultant Correction of Deficiencies.** The District shall provide Consultant 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 Consultant disputes that a failure of performance has occurred, Consultant 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. Consultant shall bear the cost of correcting all work of other consultants 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 Consultant to correct incomplete or damaged Work caused by Consultant'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.
45. **ROYALTIES AND PATENTS.** Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) 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 Consultant 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.
46. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District or MTWCD (the Premises), Consultant has the sole and exclusive duty for the safety of the premises where Consultant is performing the Work. Consultant 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 or MTWCD property, materials, and equipment. Consultant 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 Consultant nor its subconsultants shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Consultant 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. Consultant shall ensure that only authorized personnel are allowed on the Premises and shall post notices warning both employees and the public of all safety hazards created by Consultant.
47. **SCRUTINIZED COMPANIES.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification; or if Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in §287.135, Fla. Stat. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification; or if Consultant is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
48. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Separate Substantial Completion and Punch List documents will be developed for Tasks 4 & 6.
- (a) **Task 4 – Construction and Pretreatment (System).** Consultant shall notify the District in writing when Consultant considers Task 4 substantially complete. “Substantially complete” is the point when Consultant can begin Task 5 – Monitoring and Testing (Operation) of the System, with only minor items remaining in order for the System to be fully operational. Within 14 days of receipt of such

notice, the District shall review the System and determine whether the System is substantially complete. If the District agrees that the System is substantially complete, the District shall, within said 14-day period, develop a list of items (“Punch List”) required to render the System operational, satisfactory, and acceptable in all respects.

- (b) **Task 6 – Evaluation, Demobilization and Final Report (Demob).** Consultant shall notify the District in writing when Consultant considers Task 6 substantially complete. “Substantially complete” is the point when Consultant considers Task 6 complete, with only minor items remaining. Within 14 days of receipt of such notice, the District shall review the Work and determine whether the Work is substantially complete. If the District agrees that the Work is substantially complete, the District shall, within said 14-day period, develop a list of items (“Punch List”) required to render the restored premises satisfactory and acceptable in all respects.
- (c) Each Punch List shall be delivered to Consultant not later than five days after they are developed. Consultant shall complete the Punch List items in a timely manner. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Consultant’s responsibility to complete all construction and services required by the Agreement. Upon completion of all Punch List items, Consultant may request payment of any retainage currently withheld. If the District disputes the completion of any items on the Punch List, it may withhold up to 150% of the estimated cost of completing any such items, and shall return the remainder of the retainage to Consultant. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.

49. SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTION

- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the District will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The District will set the horizontal reference point(s) and vertical control only at the beginning of the job. Consultant is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the District. Consultant shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Consultant shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the District’s Project Manager as to the quantities estimated.
- (b) **Preservation of Monuments.** Consultant shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Consultant, the same shall be replaced by Consultant’s licensed land surveyor at no cost to the District. Consultant shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Consultant shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Consultant shall not proceed until it has made a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

50. TRENCH SAFETY. In the performance of this contract, Consultant may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. §553.62, Fla. Stat., incorporates the Occupational Safety and Health Administration’s excavation safety standards, 29 CFR §1926.650 Subpart P, as the standard. Consultant shall separately estimate the cost of compliance with those standards as required by §553.63, Fla. Stat. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.

- 51. TRUTH IN NEGOTIATIONS.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of \$195,000 (see §287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other actual unit costs.
- 52. 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, Consultant 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.
- 53. WARRANTY**
- (a) Consultant warrants that the Work, workmanship, and material furnished by Consultant shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
 - (b) In the event of breach of this warranty, Consultant shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Consultant's responsibility. Upon written notification of a breach, Consultant shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Consultant shall be afforded necessary and reasonable access to perform warranty work. If Consultant fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Consultant shall reimburse the District for all expenses reasonably incurred in performing such corrective action.
 - (c) Refer to the Technical Specifications for additional information and requirements relating to warranty. In the event of a discrepancy regarding warranty between this Agreement and the Technical Specifications, the language in this Agreement shall govern.
- 54. WORK SCHEDULE.** For construction or other services at the project site, no Work shall be accomplished on official holidays or weekends unless approved in advance by MTWCD and the District Project Manager. Unless otherwise approved by MTWCD and the District Project Manager, Consultant's work hours on MTWCD or 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 MTWCD and the District a minimum of 24 hours in advance of the change and confirmed in writing.

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 Consultant 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

CONSULTANT

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:

- Attachment A — Statement of Work/Design Criteria Package
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — Contract Payment Requirement for State-Funded Cost Reimbursement Contracts
- Attachment E — MTWCD Easement Agreement

ATTACHMENT A — STATEMENT OF WORK/DESIGN CRITERIA PACKAGE
C-1 CANAL BASEFLOW TREATMENT PROJECT

Attachment A and all appendices can be found in the attached file: “RFQ-DB_39256_Attachment A_SOW_Design_Criteria_Pkg”, which has been signed and sealed by the District’s Design Criteria Professional.

ATTACHMENT B — INSURANCE REQUIREMENTS

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") and the Melbourne-Tillman Water Control District (MTWCD) as Additional Insureds. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District or MTWCD for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District and MTWCD 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. Consultant 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 Consultant claims an exemption from workers' compensation coverage, Consultant 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, Consultant must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Consultant 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 for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) perils generally known as **XCU** (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril, (3) products and completed operations, (4) independent consultants, and (5) property in the care, control, or custody of Consultant. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (e) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (f) **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.
- (g) **Pollution/Environmental Impairment Liability Coverage**
 - (1) Consultant 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.
 - (2) Consultant is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

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

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: Anne Elise Wester P.E., Ph.D., Project Manager

CONTRACT NUMBER: 39256

CONTRACT TITLE: C-1 CANAL BASEFLOW TREATMENT PROJECT

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

Consultant’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: _____

(Consultant 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: _____
Anne Elise Wester P.E., Ph.D., District Project Manager

Acknowledged: _____ Date: _____
Kendall Matott J.M., District Contracts Manager

c: Contract file
Financial Services

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

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

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

<u>Salaries:</u>	Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.
<u>Fringe Benefits:</u>	Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
<u>Exception:</u>	Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
<u>Travel:</u>	Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.
<u>Other direct costs:</u>	Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for consultant to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.
<u>In-house charges:</u>	Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.
<u>Indirect costs:</u>	If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

ATTACHMENT E — MTWCD EASEMENT AGREEMENT
(see following page)

This instrument prepared by:

Karen Ferguson, Esq.
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

SPACE ABOVE THIS LINE FOR RECORDING DATA

CONSTRUCTION, OPERATION AND MAINTENANCE EASEMENT

THIS CONSTRUCTION AND MAINTENANCE EASEMENT entered into this day of July, 2023 ("Effective Date"), between MELBOURNE-TILLMAN WATER CONTROL DISTRICT, a special act dependent special district existing under the laws of the State of Florida, having a mailing address of 5990 Minton Road, Palm Bay, FL 32907 (hereinafter referred to as "Grantor") and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, having a mailing address of 4049 Reid Street, Palatka, Florida 32177, (hereinafter referred to as the "Grantee")

W I T N E S S E T H:

WHEREAS, Grantor owns, operates, and maintains a canal known as C-1, which is located in the southeastern boundary of the Melbourne-Tillman Water Control District and receives all waters from a 64,500-acre developed watershed, as depicted in the attached Exhibit "A"; and

WHEREAS, the C-1 Canal is an agricultural canal constructed in the 1920's that drains portions of the historic Upper St. Johns River Basin (USJRB) to the Indian River Lagoon ("IRL"); and

WHEREAS, in 2015, the Grantee completed the C-1/Sawgrass Lake Water Management Area Project which restores a significant amount of back flow west to the USJRB and away from the IRL; and

WHEREAS, the District is the recipient sponsor of the Florida Department of Environmental Protection's Protecting Florida Together Grant Award for innovative water quality and nutrient reduction demonstration projects benefiting the IRL (the "Project"); and

WHEREAS, the Project, sited upstream of Grantor's Structure MS-1, complements the referenced flow re-diversion project by treating canal baseflow that is not re-diverted to the USJRB and continues to discharge to Turkey Creek and the IRL; and

WHEREAS, the Project will target nutrients and pump 0.1 cfs of water from the C-1 Canal, the equivalent of 0.5% of the canal baseflow, into a media-based treatment system. Treated water will discharge into Turkey Creek. The Project is anticipated to remove at least 135 lbs of Total Nitrogen and 15 lbs of Total Phosphorus over a two-year operational period; and

WHEREAS, both Turkey Creek and the IRL are impaired for nutrients and are not attaining State water quality standards. Removing nutrients from the canal baseflow supports the goals of the Central IRL Basin Management Action Plan; and

WHEREAS, the Project includes use of the Grantor's property adjacent to and including the C-1 canal, in unincorporated Brevard County, as further depicted in the preliminary design plan attached hereto as Exhibit "B" (the "Property"); and

WHEREAS, the parties seek to cooperate to accomplish the mutual objectives of the Project.

NOW THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee to Grantor, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct, form a material part of this Easement, and are incorporated herein by reference.
2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a four-year, non-exclusive easement, effective upon execution of this agreement, in, on, over and across the Property described in attached Exhibit "C" for use by the Grantee, its successors, assigns, representatives, agents and contractors, to construct, operate, and maintain the Project and related facilities on the Property, including the right to borrow and/or deposit fill thereon; move, store, and remove equipment and supplies; erect and remove temporary structures on the Property; to perform any other work necessary and incident to construction, operation, and maintenance of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, or obstacles within the limits of the Property and the canal right-of-way; and the right of ingress to and egress from the Property. The parties agree no remuneration shall be due Grantor from Grantee for the value of any spoil material derived from the Project.
3. Reservation of Use by Grantor. This Easement is non-exclusive and Grantor reserves to itself and its successors and assigns, the right to utilize the Property for any purpose which does not unreasonably interfere with the use of the Property by the Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement with due regard for the rights of the other parties to use and enjoy the Easement Property.
4. Any person performing any work in furtherance of the Project shall be required by Grantee to comply with the provisions of section 255.05, Florida Statutes. Grantor shall be listed as one of the owners of the Property upon which the work is being performed.
5. Indemnity/Hold harmless by Contractors. Grantee shall require that all of its contractors performing work within the Property hold harmless, indemnify and defend Grantor against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to, attorney's fees and court costs) arising from, out of, or incidental to the negligence, recklessness or intentional wrongful misconduct of the contractor(s),

and contractor's employees, agents, representatives, and subcontractors, in the performance of or related in any manner to said work. This indemnification shall survive the term of this Easement for events that occurred during the term of the Easement. Before commencing and until the completion of the work, District shall require its contractors to procure and maintain insurance of the types and in the minimum amount stated below.

<u>SCHEDULE</u>	<u>LIMITS</u>
<u>Worker's Compensation</u> Worker's Compensation & Employer's Liability (including Appropriate Federal Acts)	Florida Statutory Coverage or \$1,000,000 Employers Liability
<u>Commercial General Liability</u> General Liability Products-Completed Operation Umbrella Liability	\$1,000,000 each occurrence \$2,000,000 Project Aggregate \$2,000,000 per Occurrence
<u>Automobile Liability</u> All automobiles (owned, rented or not owned)	\$500,000 Combined Single Limit
<u>Builder's Risk Insurance</u>	\$ equal to the amount of the construction contract

6. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Florida.

7. Notices. Any notices which are required, or may be made, under this agreement shall be mailed via certified mail, return receipt requested, postage prepaid, to the respective parties at the addresses noted below. Either party may change its mailing address by providing the other party notice of such fact in writing.

To Grantor: Melbourne Tillman Water Control District
1590 Minton Road
Palm Bay, FL 32907
Telephone: 321.723.7233
Email: RNipper@melbournetillman.org

To Grantee: St. Johns River Water Management District
Division of Projects
4049 Reid Street
Palatka, Florida 32177
Telephone: 386-329-4500
Email: awester@sjrwmd.com

8. This agreement, and the covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and

assigns, and the easements granted herein shall run with the land.

9. Non-Waiver of Regulatory Powers/Sovereign Immunity. Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Grantee as it now or hereafter exists under applicable laws, rules, and regulations. Nothing contained herein shall be construed to constitute a waiver of sovereign immunity by either party.

10. Recordation. Grantee, at its own expense, shall record the Easement, and any amendments thereto, in the public records of Brevard County, Florida and shall provide a recorded copy to Grantor.

11. Articles, subsections, and other captions contained in this Easement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Easement or any provisions thereof. If any term, covenant, condition, or provision of this Easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. Modification. This Easement may be modified or amended only upon the mutual written consent of Grantor and Grantee.

13. Effective Date. For all purposes of this Easement, the Effective Date is the date when the last of Grantor or Grantee has signed below, and that date shall be inserted at the top of the first page hereof.


(Intentionally left blank)
SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

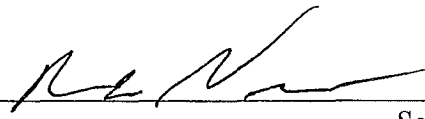
Signed, sealed, and delivered
In the presence of:

GRANTOR:

**MELBOURNE TILLMAN WATER
CONTROL DISTRICT**, a special act dependent
special district existing under the laws of the
State of Florida

By: 
Philip Weinberg, President

ATTEST:

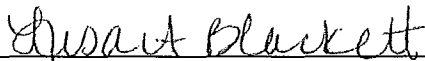
By: , Secretary

STATE OF FLORIDA
COUNTY OF Brevard

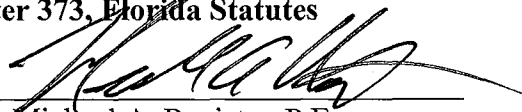
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of October, 2023, by Philip Weinberg, as President of the Melbourne Tillman Water Control District, on behalf of the District, who is personally known to me, and who did not take an oath.



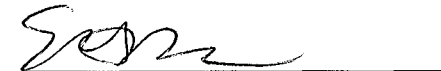
Lisa A. Blackett
Notary Public
State of Florida
Comm# HH010923
Expires 10/8/2024


NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____


ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

By: 
Michael A. Register, P.E.
Executive Director

ATTEST:

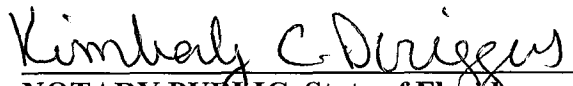
By: 
Erin Preston, Esq.
General Counsel

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

By: 
Karen Ferguson, Esq.
Office of General Counsel

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of October, 2023, by Michael A. Register, P.E., as Executive Director of the St. Johns River Water Management District, on behalf of the District, who is personally known to me, and who did not take an oath.


NOTARY PUBLIC, State of Florida
My Commission Expires: May 14, 2027
My Commission No.: HH 387692

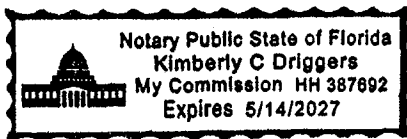
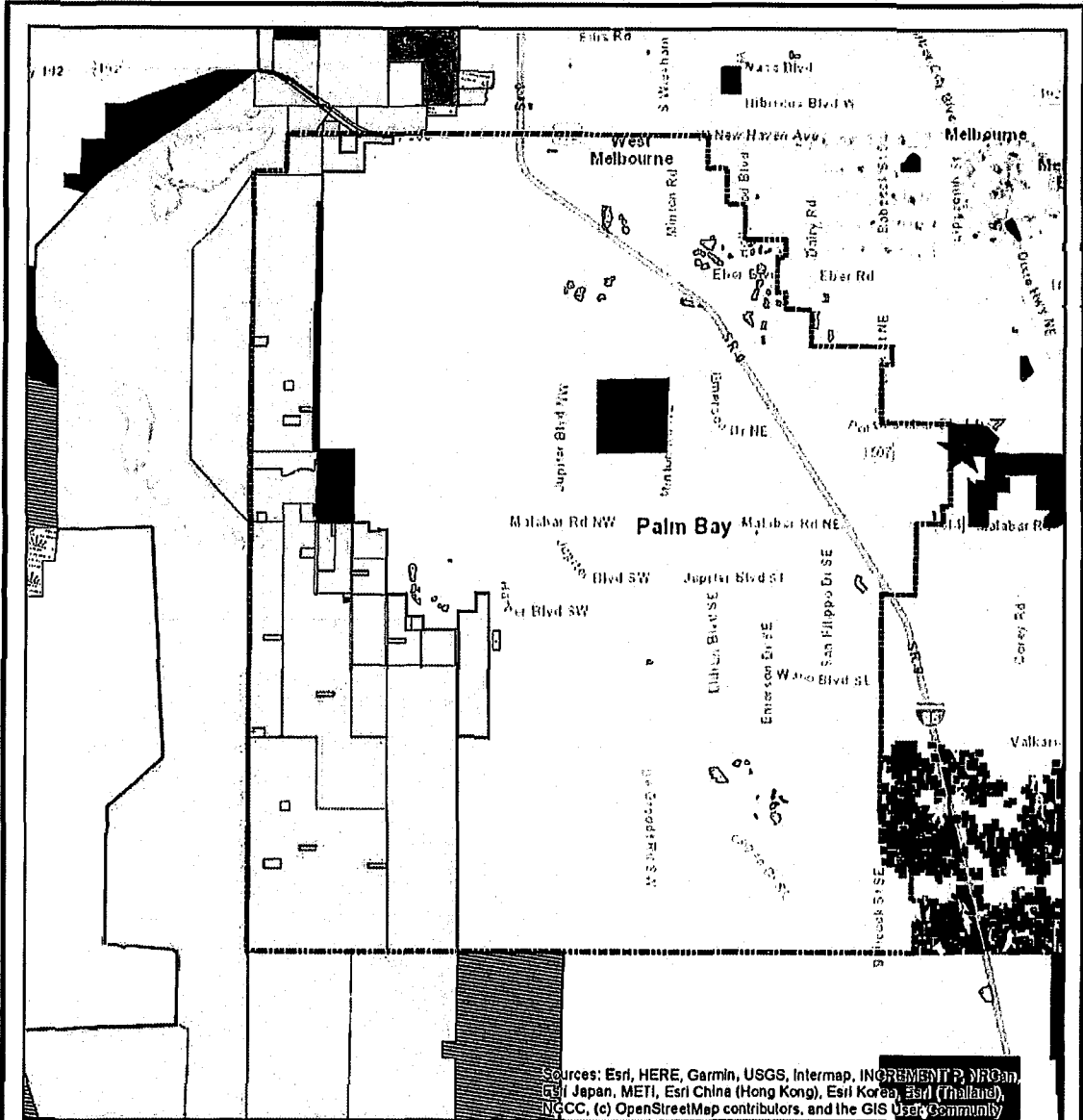


Exhibit "A"
Melbourne Tillman Water Control District Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community


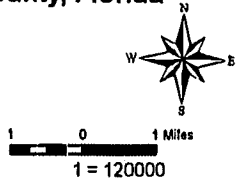







<p>C-1 Canal Baseflow Nutrient Reduction Demonstration Project Brevard County, Florida</p>  	<ul style="list-style-type: none">  Project Location  MTWCD Boundary  SJRWMD Full Fee  Conservation Easements  FNAI Florida Public Lands  Regulatory CE  Mitigation Banks 	<p>The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems Program Management, P.O. Box 1423, 4049 Reid Street, Palatka, Florida 32178-1423, Tel: (386) 329-4500</p>
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Exhibit "B"
Preliminary Project Design

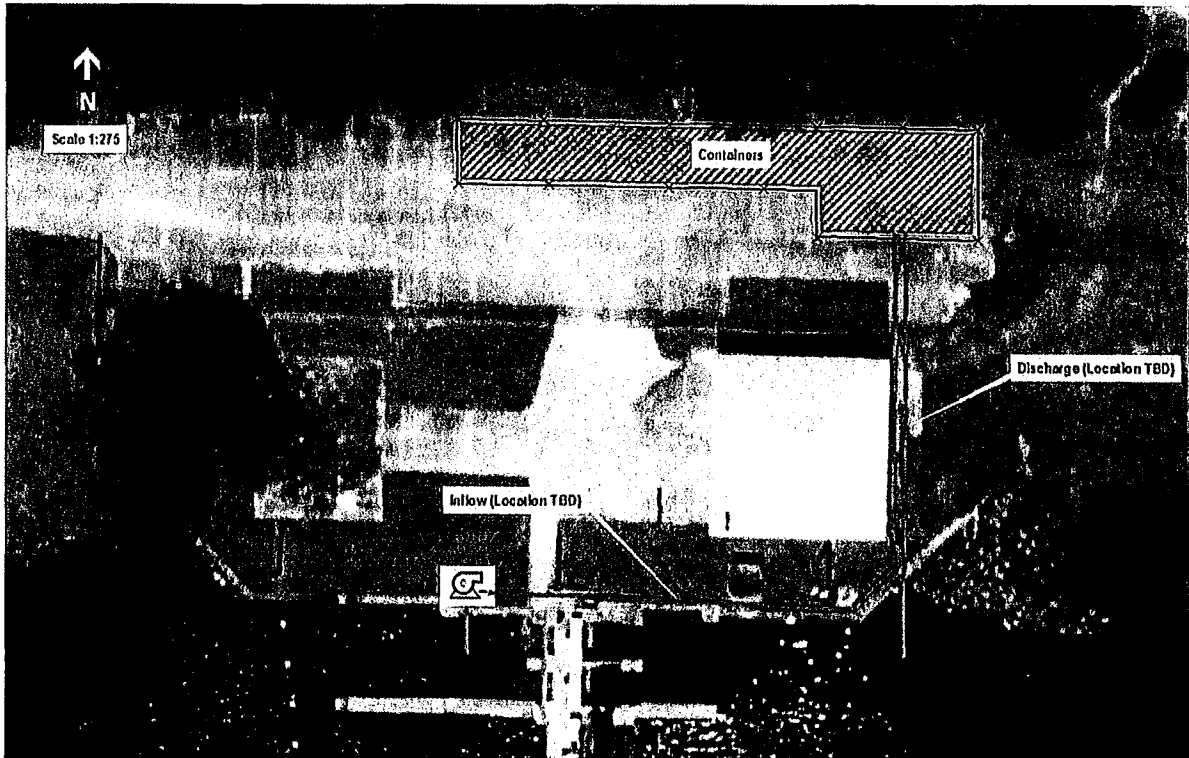


Exhibit "C"
Sketch and Description of Property

SKETCH OF DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, COMMENCE AT A SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE N00°00'36"E, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 198.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1676, PAGE 696, BREVARD COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S89°02'11"E, DEPARTING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1676, PAGE 696; A DISTANCE OF 290.00 FEET; THENCE S00°00'36"E DEPARTING SAID SOUTH LINE, A DISTANCE OF 135.00 FEET; THENCE N89°02'11"W, A DISTANCE OF 290.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26; THENCE N00°00'36"W, ALONG SAID WEST LINE, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 39144.35 SQFT OR 0.90 ACRES, MORE OR LESS.

LANDS OF
OFFICIAL RECORDS BOOK 1676, PAGE 696,
BREVARD COUNTY, FLORIDA

LANDS OF
OFFICIAL RECORDS BOOK 3116, PAGE 3616,
BREVARD COUNTY, FLORIDA

SOUTHWEST CORNER OF LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 1676, PAGE 696

SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 1676, PAGE 696

S89° 02' 11"E 290.00'

POINT OF BEGINNING

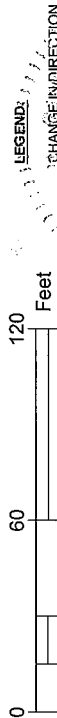
N0° 00' 36"W 198.00'

S0° 00' 36"W 135.00'

N89° 02' 11"W 290.00'

WEST LINE OF SECTION 26

GRANTORS PARCEL
LANDS OF
MELBOURNE-TILLMAN WATER CONTROL DISTRICT
CANAL C-1
BREVARD COUNTY, FLORIDA



LEGEND:
CHANGE IN DIRECTION

NOTES:

1. BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA STATE PLANE EAST ZONE, NORTH AMERICAN DATUM OF 1983 (20+4) ADJUSTMENT. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
2. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY, AND HAS NOT BEEN FIELD VERIFIED.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. INFORMATION SOURCES: OFFICIAL RECORDS BOOK 1676, PAGE 696 AND BOOK 3116, PAGE 3616, ALL IN BREVARD COUNTY FLORIDA.

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 26

ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
P.O. BOX 148 PALATKA, FLORIDA

DATE DRAWN: 6-22-2023
FIELD WORK DATE: NONE
DRAWN BY: NG
CHECKED BY: NG
APPROVED BY: NG

FIELD BOOK & PAGE: NONE
SCALE: 1" = 60'

C-1 DEMONSTRATION PROJECT
SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

FILE NAME: 7867-26.dwg
WORK ORDER NO.: 782423
SHEET: 1 OF 1

SURVEYOR CERTIFICATION:
DATE: 7-24-23

7824-23 C-1 Demonstration Project – Legal Description- (updated 7-24-23)

-----Legal description begins below dashed line-----

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.

COMMENCE AT A SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE N00°00'36"E, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 198.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1676, PAGE 696, BREVARD COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S89°02'11"E, DEPARTING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1676, PAGE 696; A DISTANCE OF 290.00 FEET; THENCE S00°00'36"E DEPARTING SAID SOUTH LINE, A DISTANCE OF 135.00 FEET; THENCE N89°02'11"W, A DISTANCE OF 290.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26; THENCE N00°00'36"W, ALONG SAID WEST LINE, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 39144.35 SQFT OR 0.90 ACRES, MORE OR LESS.