

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
2019 INDIAN RIVER LAGOON SEAGRASS MAPPING  
REQUEST FOR QUALIFICATIONS 33556**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., November 9, 2018. Further information is available through Onvia DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from Onvia DemandStar, Vendor Registry, or the District by calling or emailing Carol Taylor Miller, Senior Procurement Specialist, at (386) 329-4170 or *cmiller@sjrwm.com*. Submittals will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is seeking the services of a Surveyor to: a) acquire aerial imagery of the entire Indian River Lagoon in digital format at an appropriate time in 2019; b) produce a complete 2019 seagrass map meeting the specifications required by the District for comparison with existing map products; and c) deliver the processed 2019 aerial imagery along with all files used in establishing orthorectification and other processes described below in the Scope of Work. The estimated budget for the project is \$270,900.

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

- 11:00 a.m. on November 19, 2018, to
  - Discuss the Submittal
  - Finalize the initial ranking
  - Determine a shortlist of Respondents
  - Decide if oral presentations (by some or all of the Respondents) are necessary to assist in facilitating the evaluation process in determining a final recommendation and discuss negotiation strategies
- 11:00 a.m. on December 4, 2018, to
  - Conduct oral presentations, if needed, at the District’s headquarters, immediately followed by an evaluation meeting to establish the final rankings
  - Respondents selected for oral presentations will be notified in advance of the time established for their presentation
- 11:00 a.m. on January 15, 2019 to
  - Negotiate professional fees and project costs with the top-ranked Respondent as authorized by the District’s Governing Board at its January 8, 2019

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

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## INSTRUCTIONS TO RESPONDENTS

### 1. DEFINITIONS

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

### 2. CONTRACT ADMINISTRATION

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

Carol Taylor Miller, Senior Procurement Specialist  
 Phone: (386) 329-4170  
 E-mail: [cmiller@sjrwmd.com](mailto:cmiller@sjrwmd.com)

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

### 3. WHERE TO DELIVER SUBMITTALS

All Submittal must be submitted to:

Carol Taylor Miller, Senior Procurement Specialist  
 Attn: Office of Financial Services  
 St. Johns River Water Management District  
 4049 Reid Street, Palatka, Florida 32177-2571

Respondents must clearly label the submittal (also referred to as “Submittal”) envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED SUBMITTAL — DO NOT OPEN  
 Respondent’s Name: \_\_\_\_\_  
 Submittal 33556  
 Opening Time: 2:00 p.m.  
 Opening Date: November 9, 2018

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

### 4. OPENING OF SUBMITTALS

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

2:00 p.m., November 9, 2018  
 St. Johns River Water Management District Headquarters  
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Submittals 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 Submittals, whichever is earlier. This exemption is not waived by the public opening of the Submittals.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Submittal 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 submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

## 5. PREPARATION AND ORGANIZATION OF SUBMITTALS

Respondent must submit its response in "electronic" format. Instructions for Submittals are provided below:

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

### Tab 1: Firm's and subcontractors' capabilities to conduct work as presented in the Statement of Work

- a) Certificate as to Corporation Form
- b) A copy of the individual(s) state of Florida professional surveyor's registration assigned to the Respondent (doing business in the state of Florida as a licensed surveying firm)
- c) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- d) Qualifications Form — General
- e) Qualifications Form — Similar Projects: Supervising Licensed Professional Surveyor and Mapper Qualifications
- f) Subcontractors Form
- g) Drug-Free Workplace Form (not required unless there is a tie)
- h) Has Respondent been certified by the state of Florida's Office of Supplier Diversity as a woman-, veteran-, or minority-owned business enterprise

- i) Has the Respondent been certified as a small business, and if so, who provided the certification?

In addition to the above forms, the Respondent is responsible for providing evaluative documentation that it and its subcontractors (if any) possesses the qualifications, background, and experience necessary to perform the Work, including but not limited to:

- j) Detail seagrass community mapping and ground-truthing experience of the firm and key personnel (assigned to this project), and any subcontractors, in similar mapping projects. Describe current and completed work performed by firm and key personnel on similar projects or projects that have utilized similar methodologies, specifically:
  - 1) Details of experience in conducting ground-truthing for seagrasses with the aid of GPS
  - 2) Details of experience in aerotriangulation and orthorectification of digital aerial photographs
  - 3) Details of experience in obtaining, processing and delivering end products from aerial digital mapping cameras, (either frame-based or line scanners)
  - 4) Details of experience of staff in working with seagrass photo-interpretation and change detection using manual or semi-automated methods
  - 5) Details of experience compiling maps in GIS
  - 6) Details of experience (of firm and key personnel) in conducting positional accuracy assessment
- k) With regard to similar completed and current work, provide a written synopsis on (1) problems encountered, (2) solutions employed to resolve problems, and (3) lessons learned and how to avoid these issues in the future.

Tab 2: Availability of necessary equipment to perform the work – provide a list and description of each piece of equipment

No forms are provided for this criterion — however, the Respondent is responsible for providing a list and description of its equipment and its subcontractors' equipment, to show that it has the necessary equipment to perform the Work

Tab 3: Qualifications, abilities and expertise of key and professional personnel, including willingness, ability and capacity to dedicate qualified staff to the project

- a) Details on the organizational profile of the firm
- b) Provide the specific names, functions, time commitment, and special expertise of personnel assigned to work on this project (provide resumes)
- c) Provide evidence of current professional licenses and certifications (provide copies with submittal)
- d) Qualification Form — Client References
- e) Letters of reference from at least two of the three client references

Tab 4: Project Management, including willingness to meet the requirements of the Statement of Work, as well as, time and budget constraints

- a) Demonstrate that the firm has the necessary project management skills and contingency procedures to assure the District that it is capable of successfully performing the Work in a timely and cost-effective manner within the established budget
- b) Detail the current and projected workloads of the firm and what impact these workloads will have on the performance of the Work on this contract; and

Tab 5: Location of managing firm/project manager relative to

Location of Respondent's company shall be judged in relation to the project area and higher consideration will be given to those that are in closer proximity due to the requirement for timely fieldwork. The District has selected the City of Melbourne as the reference point for distance calibration purposes

Tab 6: Volume of District work previously awarded to Respondent

No forms are provided for this criterion — however, the Respondent is responsible to submit documentation as to the volume of work (in dollars) awarded by the District to firm in the past three years, including contracts, work orders and purchase orders.

Tab 7: Additional Information:

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

4. Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.
5. Respondent must follow all procedures for electronic submission or the Respondent's Submittal may be determined as "non-responsive" and rejected.
6. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
7. All of the forms and questionnaires in the Request for Qualifications package are available upon request in Microsoft® Word to aid the Respondent in providing its Submittal electronic format. The Submittal must be in a "PDF" file. Other formats will not accepted by the District.
8. The file-naming conventions for the Submittal shall include:
  - a. Submittal: RFQ # Respondent's name (abbreviated) Due Date  
(Example: RFQ 33556 ABC Company 11-9-18)
9. The Submittal must include a separator page between each "Tabbed" section:
  - a. Example: Tab 1 - Firm's and subcontractors' capabilities to conduct work as presented in the Statement of Work
10. All electronically submitted files shall be saved to a pin/flash/thumb drive. Submit one electronic copy of the Submittal on ***two*** separate flash/thumb drives. Two pin/flash/thumb drives are required in the event one of drives becomes corrupted preventing the District from retrieving the electronic documents. The pin/flash/thumb drives ***MUST*** be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed Submittal – ***DO NOT SUBMIT YOUR SUBMITTAL BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.***

**If you need assistance or have any questions about the format, please e-mail or call Carol Taylor Miller at [cmiller@sjrwmd.com](mailto:cmiller@sjrwmd.com) or (386) 329-4170.**

In the event you decline to submit a 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 Submittal.

## 6. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of Submittal in order to be considered. Requests may be submitted by e-mail at [cmiller@sjrwmd.com](mailto:cmiller@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the opening of Submittal.

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

## 7. BUDGET

The estimated fiscal year (FY) budgets for this project are as follows:

FY 2018-2019	\$107,500
FY 2019-2020	\$163,400

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

## 8. MINIMUM QUALIFICATIONS

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

The following items shall constitute the minimum appropriate documentation:

- a. Respondent must have a licensed professional surveyor and mapper (PSM) currently licensed in the state of Florida through the Florida Department of Agriculture and Consumer Affairs on staff to supervise all mapping services, including, but not limited to, positional accuracy, orthophotography production, photo interpretation, and approval of final map and report Submit copy of license.

*(Respondent-provided documentation; label and include under Tab 1)*

- b. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed a project of similar nature (mapping seagrass through aerial

photography and photogrammetry) within the five years immediately preceding the date set for receipt of the Response.

*(District form; Include under Tab 1)*

- c. The Respondent shall be responsible for providing a boat and diving equipment (snorkel or SCUBA gear) and be prepared to work in water that is up to 10-feet deep during ground-truthing work. This requirement is due to the fact that there are many areas in the Indian River Lagoon that do not have good clarity so the ability to snorkel or scuba is necessary.

*(Respondent-provided documentation; label and include under Tab 2)*

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

## **9. SUBCONTRACTS**

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Work on the attached "Proposed Subcontractors" form. Acceptance of the Submittal does not constitute approval of the subcontractors identified with the Submittal.

## **10. SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a Submittal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Submittal as principal. If a firm or partnership submits the Submittal, state the name and address of each member of the firm or partnership. If a corporation submits the Submittal, an authorized officer or agent must sign the Submittal, 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 submittal of the Submittal or in substantial performance of the Work have been identified in the Submittal forms.

## **11. DISQUALIFICATION OF RESPONDENTS**

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

- a. Contacting a District employee or officer other than the procurement employee named in Provision 2 of this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Submittal 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 Submittal;
- 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 is failing to adequately perform on any existing contract with the District;
- h. Respondent has defaulted on a previous contract with the District;
- 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.

## **12. REJECTION OF SUBMITTALS**

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

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMITTALS AND CANCEL THIS REQUEST FOR QUALIFICATIONS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

## **13. WITHDRAWAL OF SUBMITTALS**

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

## **14. EVALUATION AND AWARD PROCEDURES**

- a. Submittals will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The committee members will meet at District headquarters or other location as appropriate to discuss the Submittal and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of Submittal is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting. 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.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Submittal or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all Submittals 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) 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 Submittal.
- d. Following the evaluation process, the District will submit the final ranking of Submittals to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the Evaluation Committee’s final ranking of Submittal.
- e. Contract negotiations will then commence with the Respondent submitting the highest-ranked Submittal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the other respondents in ranked order.
- f. The Agreement will be awarded to the Respondent having the highest ranked Submittal, 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 Request for Qualifications that the District deems in its best interest.
- g. If two or more Submittals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; or (3) by lot.
- h. The District reserves the right to award the Agreement to the next highest ranked and available 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.
- i. All Respondents will be notified of the District’s intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

**15. DIVERSITY**

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

**16. FLORIDA SALES TAX**

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

**17. EVALUATION CRITERIA**

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

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

Criteria	Written Submittal Weight	Written Submittal Raw Score	Written Submittal Weighted Total
<p><b>1 Company/firm (including subcontractors) qualifications and capabilities</b></p> <p>a) Experience in acquiring aerial imagery specifically for mapping seagrass and the means for acquiring imagery within designated time limits including subconsultant availability</p> <p>b) General experience of the firm and/or key personnel assigned to this project in similar seagrass mapping projects – describe the past and present work (of firm and key personnel) on projects of this type or other methodologies (not limited to past work with the District). Similar projects shall be described on Similar Project Form and shall include:</p> <ul style="list-style-type: none"> <li>(i) Experience in conducting ground-truthing for seagrasses with the aid of GPS..... 2%</li> <li>(ii) Orthorectification of digital aerial photographs..... 3%</li> <li>(iii) Record of obtaining, processing &amp; delivering end products from aerial digital mapping cameras (either frame based or line scanners)..... 10%</li> <li>(iv) Experience of staff in seagrass photo-interpretation and change detection using manual or semi-automated methods ..... 10%</li> <li>(v) Experience (of firm and key personnel) in conducting positional accuracy assessment..... 5%</li> </ul> <p>c) With regard to similar completed and current work, provide a written synopsis on (1) problems encountered, (2) solutions employed to resolve problems, and (3) lessons learned and how to avoid these issues in the future ..... 5%</p>	20%		
<p><b>2 Availability of necessary equipment to perform the work – provide a list and description of each piece of equipment</b></p>	10%		
<p><b>3 Qualifications, abilities and expertise of key and professional personnel, including willingness, ability and capacity to dedicate qualified staff to the project</b></p> <p>(a) Organizational profile</p> <p>(b) Specific names, functions, time commitment, and special expertise of personnel assigned to work on this project (provide resumes)</p> <p>(c) Client references and letters of recommendation</p>	10%		
<p><b>4 Project Management, including willingness to meet the requirements of the Statement of Work, as well as, time and budget restraints</b></p> <p>(a) Project management skills and contingency procedures to assure successful performance of the work in a timely and cost-effective manner within the established budget</p> <p>(b) Detail the recent, current and projected workloads of the firm and what impact these workloads will have on the performance of the Work on this contract.</p>	10%		

5	<p><b>Location of Respondent’s Management Office/Project Manager to the project area (see explanation)</b>  Location of managing firm/project manager relative to the project area — higher consideration will be given to firms whose managing firm/project manager is located nearest to the project area. (The District has selected the City of Melbourne as the reference point for distance calibration purposes.) The website <i>MapQuest.com</i> (using the “Shortest” route type) should be utilized to determine mileage. The District will award points as follows:</p> <ul style="list-style-type: none"> <li>• Within 0-100 miles of the project area = <b>10 points</b></li> <li>• &gt; 100 but ≤ 200 miles from of the project area = <b>7 points</b></li> <li>• &gt; 200 but ≤ 300 miles from of the project area = <b>4 points</b></li> <li>• &gt; 300 miles from of the project area = <b>0 points</b></li> </ul>	5%		
6	<p><b>Volume of District work previously awarded to Respondent</b>  The District will use its financial records to determine the volume of work (in dollars) awarded by the District using the total amount paid to Respondent during the three years immediately preceding the date set for receipt of Submittals, including contracts, work orders, and purchase orders. Points will be allocated from 0 to 10 for Respondents with higher previous paid amount totals during the 36-month period immediately preceding the Submittal date of this RFQ, receiving fewer award points. Respondents with no previous payments may receive the highest allocation of points (10), while the Respondent with the highest previous paid amount will receive zero points. Checks issued by the District on or prior to the date submittals are received shall be included in this total even if Respondent has not yet received the payment.</p> <p>The formula for allocation of previous work award points will be calculated as follows: The Respondent with the highest total of previous work awarded represents the Allocation Basis Total (ABT); then, the ABT less the Previous Work Awarded divided by the ABT will be multiplied by 10 (the highest number of points awarded); the result will be rounded to tenths of a point.</p>	10%		
	<b>SUBTOTAL: Written Submittal</b>	<b>100%</b>		

## 18. EXECUTION OF AGREEMENT

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

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

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until 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 Submittal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

## **19. 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 Submittal. 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.

## **20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

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

## **21. 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*. Onvia DemandStar may also be accessed through the District's web site at *www.sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed

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

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

## **22. PROTEST PROCEDURES**

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

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

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

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

## **23. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES**

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

**FORMS**  
**SUBMITTAL FORM**  
**This form to be included in Submittal**

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Submittal 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 Submittal or in the Agreement to be entered into; that this Submittal is made without connection with any other person, company, or parties submitting a Submittal; 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 Submittal 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 Submittal is accepted and an Agreement negotiated with the District, 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

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Signature \_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title \_\_\_\_\_  
Fax number

**DOCUMENTATION CHECKLIST**  
**This form to be included in Submittal**

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS” for information to be included with the RFQ package.

Tab 1 – Firm’s and subcontractors’ capabilities to conduct work as presented in the Statement of Work:

- Certificate as to corporation
- State of Florida’s professional surveyor’s registration assigned to the Respondent (doing business in the state of Florida as a licensed surveying firm)
- Non-collusion affidavit
- Qualifications Form - General
- Qualifications Form – Similar Projects: Supervising Licensed Professional Surveyor and Mapper Qualifications
- Proposed Subcontractors Form
- Drug-free workplace form
- Office of Supplier Diversity Certification
- Small Business Certification
- Evaluative Documentation

Tab 2 – Availability of necessary equipment to perform the work

- Provide a list and description of each piece of equipment

Tab 3 – Qualifications, abilities and expertise of key and professional personnel, including willingness, ability and capacity to dedicate qualified staff to the project:

- Organizational profile
- Resumes
- Professional licenses and certifications
- Qualification Form – Client References
- Letters of reference

Tab 4 – Project Management:

- Documentation demonstrating the firms project management skills
- Documentation detailing the current and projected workloads and the impact they will have on performance of the work on this contract

Tab 5 – Location of managing firm/project manager:

- Documentation showing distance of managing firm/project manager from City of Melbourne

Tab 6 – Volume of District work previously awarded to Respondent:

- Documentation of the volume of work, in dollars, awarded by the District to firm in the past three years

Tab 7 – Additional Information

NOTE: The above list is provided to assist Respondents in coordinating their submittals and does not relieve Respondents from ensuring that their submittals are complete including all documentation and required forms, statements, etc. It is Respondents responsibility to review the entire RFQ document for for specific details.



**PROPOSED SUBCONTRACTORS**  
**This form to be included in Submittal**

Respondent intends to use the following subcontractors on this project (if none, write "None"): \_\_\_\_\_

1. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

**CERTIFICATE AS TO CORPORATION**

**This form to be included in submittal**

The below Corporation is organized under the laws of the State of \_\_\_\_\_; is authorized by law to respond to this Request for Qualifications 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 Submittal 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**

**This form to be included in 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 response.

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

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

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 response in connection with the Agreement for which the attached response has been submitted, or to refrain from responding 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 secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. 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 response, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, State of \_\_\_\_\_ at Large

My commission expires:

(SEAL)

**QUALIFICATIONS — GENERAL**

**This form to be included in Submittal**

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

Name of Respondent: \_\_\_\_\_

Respondent's tax identification No.: \_\_\_\_\_

Year company was organized/formed: \_\_\_\_\_

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

Total number of years Respondent has experience in similar work described in the INSTRUCTIONS TO RESPONDENTS: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUALIFICATIONS – SIMILAR PROJECTS:  
SUPERVISING LICENSED PROFESSIONAL SURVEYOR  
AND MAPPER QUALIFICATIONS  
This form to be included in Submittal**

The licensed professional surveyor and mapper overseeing the mapping services must have successfully completed at least one project of a similar nature as described in the Instructions to Respondents within the five years immediately preceding the date set for receipt of the Submittal — this project cannot be the firm’s other qualifying project(s) listed on the following forms. The Respondent’s portion of the work under the similar project must have had a value of at least \$35,000.

**Surveyor and Mapper Similar Completed Project 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Project disciplines (the project must include at least five of the below disciplines — check box where appropriate):

Check box if included in the named project:

- Digital aerial photography
- Surveying
- Mapping
- Geographic information systems
- Photogrammetry
- Ground-truthing
- Georeferencing aerial photos
- Photo-interpretation

The project description must demonstrate the above disciplines: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(min. value : \$35,000) (month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**QUALIFICATIONS – SIMILAR PROJECTS:  
SUPERVISING LICENSED PROFESSIONAL SURVEYOR  
AND MAPPER QUALIFICATIONS**

This form to be included in Submittal

If additional forms are needed, please copy this form and indicate Completed Project number.

**Surveyor and Mapper Similar Completed Project 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Project disciplines (the project must include at least five of the below disciplines — check box where appropriate):

Check box if included in the named project:

- Digital aerial photography
- Surveying
- Mapping
- Geographic information systems
- Photogrammetry
- Ground-truthing
- Georeferencing aerial photos
- Photo-interpretation

The project description must demonstrate the above disciplines: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(min. value : \$35,000) (month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**QUALIFICATIONS — CLIENT REFERENCES**  
**This form to be included in Submittal**

Respondent shall provide three client references, which may include similar projects listed on the prior pages. No more than two references shall be from the District. Respondent shall include a letter from two of the client references attesting to their abilities as it relates to the Statement of Work in the Agreement. (For similar projects listed above, simply state “Similar Project No. \_\_\_.”)

**Client Reference 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

**Client Reference 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

**Client Reference 3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM****This form to be included in submittal**

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: \_\_\_\_\_



NO SUBMITTAL FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
REQUEST FOR QUALIFICATION 33556  
2019 INDIAN RIVER LAGOON SEAGRASS MAPPING

Your reasons for not responding to this Request for Qualifications are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Bureau of Procurement Management no later than the date set for receipt of Submittal. Thank you for your cooperation. Please check (as applicable):

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

RESPONDENT (FIRM NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TYPED NAME AND TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

**AGREEMENT  
SURVEYING SERVICES AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_  
2019 INDIAN RIVER LAGOON SEAGRASS MAPPING**

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, and \_\_\_\_\_ (“Surveyor”), 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, Surveyor agrees to furnish and deliver all materials and perform all labor required for 2019 INDIAN RIVER LAGOON SEAGRASS MAPPING (the “Work”). In accordance with RFQ Number 33556, Surveyor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (4) addenda; certifications, and affidavits; (4) qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM OF AGREEMENT**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2020, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

**2. DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Surveyor shall deliver all products and deliverables as stated therein, and shall correct errors or omissions without additional compensation. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District’s standard software products, which include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if approved by the District’s Project Manager. If the Statement of Work does not include assistance in litigation undertaken or defended by the District, Surveyor agrees to testify and assist the District in any such litigation that is dependent upon or related to the Work, except suits or claims between the parties, at the hourly rate provided in the Statement of Work. This obligation shall survive termination or expiration of this Agreement.
- (b) Surveyor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Surveyor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Surveyor 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.

- (c) If not otherwise addressed in the Statement of Work, upon written request, Surveyor shall submit written progress reports to the District’s Project Manager at the frequency requested in a form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

**3. OWNERSHIP OF DELIVERABLES**

- (a) All deliverables, including Work not accepted by the District, are District property when Surveyor has received compensation therefor, in whole or in part. For any Work subject to patent, copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. Surveyor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. 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 the 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.
- (b) The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Surveyor, provided that any future use for other than the purpose intended by this Agreement shall be at the District’s sole risk and without liability to Surveyor. Surveyor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District or Surveyor, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books and plans that result from the Work shall become the sole property of the District. Surveyor shall submit all such work products to the District, if requested. Surveyor may retain copies of all work products created pursuant to this Agreement.

**4. FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Surveyor \$270,900 (the “Total Compensation”). Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation. The parties may agree in writing to re-allocate funding from the amounts described above.

Fiscal Year: October 1, 2018 – September 30, 2019 .....	Amount: \$ 107,500
Fiscal Year: October 1, 2019 – September 30, 2020 .....	Amount: \$ 163,400

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 Surveyor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Surveyor 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).

## 5. PAYMENT OF INVOICES

- (a) Surveyor shall submit itemized invoices on a delivery basis for the Work by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto: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, Surveyor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Surveyor 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, Surveyor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Surveyor 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) Surveyor's name and address (include remit address, if necessary); (3) Surveyor's invoice number and date of invoice; (4) District Project Manager; (5) Surveyor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Surveyor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments.** Absent exceptional circumstances, Surveyor 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 Surveyor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Surveyor; 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) **Payments.** The District shall pay Surveyor 100% of each approved invoice.

6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Surveyor a written statement accepting all deliverables. Surveyor's acceptance of final payment shall constitute a release in full of all Surveyor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Surveyor 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. Surveyor waives its right of recovery against the District to the extent permitted by its insurance policies. Surveyor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Surveyor's obligation to provide insurance.
8. **INSURANCE.** Surveyor 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. Surveyor waives its right of recovery against the District to the extent permitted by its insurance policies. Surveyor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Surveyor'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 Surveyor 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 AND PERSONNEL**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

DISTRICT

, Project Manager  
St. Johns River Water Management District

Phone:  
E-mail:

SURVEYOR

TBD, Project Manager  
TBD  
TBD  
TBD  
Phone: TBD  
E-mail: 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) Surveyor shall maintain an adequate and competent professional staff. Surveyor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Surveyor shall furnish proof thereof.

#### 11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Surveyor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Surveyor, and may include emails, memos, and letters.
- (b) **Progress Meetings.** The District may conduct progress meetings with Surveyor on a frequency to be determined by the District. In such event, Surveyor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (c) **Failure to Meet Schedule.** If progress of the Work falls ten days or more behind schedule, except as a result of District-approved delays, Surveyor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall 15 days or more behind schedule, the District may advise Surveyor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

#### 12. FORCE MAJEURE; DELAYS.

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

### 13. AMENDMENTS.

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Surveyor 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, Surveyor 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 Surveyor'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 Surveyor decline to perform the emergency change in the Work..

### 14. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Surveyor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Surveyor 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 Surveyor 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, Surveyor shall not receive any further payment until the Work is completed by the District. Surveyor 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 Surveyor.
- (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 Surveyor. In such event, Surveyor 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, Surveyor 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. Surveyor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Surveyor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Surveyor 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 Surveyor fails or refuses to comply with a Stop Work Notice
- (d) **District Suspension for Convenience.** The District may direct Surveyor 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 Surveyor not less than five days’ written notice, except in emergency circumstances. Surveyor shall immediately comply with such notice. Should such stoppage increase Surveyor’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) **Surveyor’s Right to Terminate Agreement.**
- i. **Stop Work.** Surveyor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Surveyor or third persons; or (3) the District fails to pay Surveyor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Surveyor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
  - ii. **Termination.** Surveyor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Surveyor, for a period of not less than three months; (2) the District fails to pay Surveyor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Surveyor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
  - iii. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Surveyor shall fully perform the Work in accordance with the District’s written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure..

### **ADDITIONAL PROVISIONS (In Alphabetical Order)**

#### **15. DEFINITIONS**

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

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

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

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

**CHANGE ORDER:** A specific purpose amendment used to modify the Agreement, inclusive of the Statement of Work, Total Compensation or time for completion.



**SURVEYOR:** Surveyor, its officers, employees, agents, successors, and assigns.

**SURVEYOR's PROJECT MANAGER:** The individual designated by the Surveyor to be responsible for overall coordination, oversight, and management of the Work for Surveyor

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

**REQUEST FOR QUALIFICATIONS:** An advertised solicitation for sealed Submittals, with the title, date, and hour of the public opening designated. It includes a detailed description of the services sought, the date for submittal of the response, and all contractual terms and conditions.

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

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

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

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

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

16. **ASSIGNMENT AND SUBCONTRACTS.** Surveyor shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent; provided, however, that in all cases, if the proposed subcontractor is different than the team specified by Surveyor in the contract award process, Consultant shall notify the District's Project Manager in writing and obtain the District's prior approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Surveyor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Surveyor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.
17. **AUDIT; ACCESS TO RECORDS.** Surveyor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its 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, Surveyor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Surveyor shall refund any payment(s) that are not allowable costs based upon an audit examination.
18. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Surveyor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
19. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Surveyor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**20. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**

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

21. **CONFLICTING EMPLOYMENT.** Surveyor hereby represents that it has no undisclosed conflict of interest between the services to be provided under this Agreement and services provided by Surveyor to any other clients. Should either party become aware of any such conflict, that party will promptly notify the other thereof. The parties shall negotiate in good faith to resolve the conflict. If the conflict cannot be resolved, the District may terminate this Agreement upon 15 days prior written notice. In no case shall the Surveyor's Project Manager, or other key employees who have been so identified in the Statement of Work, be directly involved in providing services to other clients associated with the conflict. Notwithstanding the foregoing, Surveyor may accept retainers from or be employed by third parties whose interests appears conflicting or inconsistent with that of the District if, after full written disclosure of the facts to the District, the District determines that the apparent conflict shall not interfere with the performance of the Work.

22. **CONTINGENCY FEES.** Pursuant to §287.055(6)(a), Fla. Stat., Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Surveyor, 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 Surveyor, 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.

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

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

**24. DISPUTE RESOLUTION**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Surveyor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Surveyor 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. **Surveyor shall proceed with the Work in accordance with said determination. This shall not waive Surveyor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Surveyor declines to modify the invoice, the Surveyor must notify the District in writing within ten days of receipt of notice of rejection that the Surveyor will not modify the invoice and state the reason(s) therefore. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Surveyor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

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

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

- (a) For any Work that is dependent upon conditions at the worksite, Surveyor's acceptance of contract award represents and warrants that Surveyor 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. Surveyor'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 Surveyor or is available upon request. Surveyor must either seek clarification concerning the data or assume the responsibility for its interpretation
- (b) If Surveyor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Surveyor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Surveyor's cost. Where the differing site conditions materially impact Surveyor's cost, an

equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Surveyor fails to provide the required notice.

## 27. 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 University (hereafter also referred to as, “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 Agriculture & Consumer Services in the amount of \$\_\_\_\_\_. Funding is provided under the State of Florida (FDACS General Revenue Fund and General Inspection Trust Fund). The Florida Catalog of Financial Assistance (CSFA) number for this program is CFSA No. \_\_\_\_\_. The District is providing \_\_\_\_\_.
- (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, Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177-2571. 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.

- 28. **EMPLOYMENT ELIGIBILITY.** Surveyor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Surveyor during the term of this Agreement to work in Florida. Additionally, if Surveyor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Surveyor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Surveyor must provide the District with evidence that Surveyor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).
- 29. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
- 30. **INTEREST IN THE BUSINESS OF SURVEYOR; NON-LOBBYING.** Surveyor 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 Surveyor 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.

31. **INDEPENDENT CONTRACTOR.** Surveyor is an independent contractor. Neither Surveyor nor Surveyor's employees are employees or agents of the District. Surveyor controls and directs the means and methods by which the Work is accomplished. Surveyor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Surveyor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Surveyor's duties hereunder or alter Surveyor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
32. **LAND AND WATER RESOURCES.** Surveyor 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. Surveyor 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, Surveyor shall notify the District thereof within one business and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Surveyor.
33. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Surveyor delivers to the District releases of all labor and material cost liens arising from Surveyor's performance of the Work, including Surveyor and any subcontractor(s), and an affidavit by Surveyor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Surveyor a release or a receipt in full, Surveyor 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 Surveyor. In the event Surveyor has been fully paid or the amount of such lien exceeds the amount due to Surveyor, Surveyor 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 Surveyor may have against the lienor.
34. **NUISANCE.** Surveyor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
35. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Surveyor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Surveyor represents and warrants that it is duly licensed to perform the Work in

accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Surveyor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Surveyor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Surveyor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

36. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Surveyor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
37. **PUBLIC RECORDS.**
- (a) Surveyor 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 Surveyor 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 Surveyor, 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, Surveyor 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) Surveyor 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. Surveyor shall keep and maintain public records required by the District to perform the services under this Agreement.
  - (c) If Surveyor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
    - (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Surveyor of the request, and the Surveyor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Surveyor fails to provide the public records to the District within a reasonable time, the Surveyor may be subject to penalties under s. 119.10, Fla. Stat.
    - (ii) Upon request from the District's custodian of public records, Surveyor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
    - (iii) Surveyor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Surveyor does not transfer the records to the District.
    - (iv) Upon completion of the Agreement, Surveyor shall transfer, at no cost to District, all public records in possession of Surveyor or keep and maintain public records required by the District to perform the services under this Agreement. If the Surveyor transfers all public records to the District upon completion of the Agreement, the Surveyor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Surveyor keeps and maintains public records upon completion of the Agreement, the Surveyor

shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

**(d) IF THE SURVEYOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE SURVEYOR'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](mailto:clerk@sjrwmd.com)**

38. **RELEASE OF INFORMATION.** Surveyor 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.

39. **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 Surveyor 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) **Surveyor Correction of Deficiencies.** The District shall provide Surveyor 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 Surveyor disputes that a failure of performance has occurred, Surveyor 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. Surveyor shall bear the cost of correcting all work of other Surveyors 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 Surveyor to correct incomplete or damaged Work caused by Surveyor'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 Surveyor in order to complete satisfactory performance of the Work. If the District is performing a function that Surveyor 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 Surveyor 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. Surveyor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

40. **ROYALTIES AND PATENTS.** Surveyor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Surveyor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Surveyor 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
41. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Surveyor has the sole and exclusive duty for the safety of the premises. Surveyor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Surveyor 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 Surveyor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Surveyor 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. Surveyor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Surveyor.
42. **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, Surveyor 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.
43. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Surveyor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

**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 Surveyor 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

SURVEYOR

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

By: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

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

## **ATTACHMENT A — STATEMENT OF WORK INDIAN RIVER LAGOON 2019 SEAGRASS MAPPING**

### **I. INTRODUCTION**

Seagrass represents a key primary producer and structural habitat in the Indian River Lagoon, and as such, continuing assessments of the distribution of seagrass underpin efforts to manage the lagoon sustainably. For example, a primary objective of the Indian River Lagoon (IRL) Surface Water Improvement and Management (SWIM) Plan is to protect and restore seagrasses. The IRL SWIM Plan directs the St. Johns River Water Management District (District) and the South Florida Water Management District (SFWMD) to map seagrasses in the IRL at 2-year to 3-year intervals. Accordingly, IRL seagrass maps have been prepared for: 1943, 1986, 1989, 1992, 1994, 1996, 1999, 2001, 2003, 2005, 2006, 2007, 2009, 2011, 2013, 2015, and 2017. In addition, the Basin Management Action Plans for the Indian River Lagoon and St. Lucie River and Estuary incorporate seagrass as an indicator of successful reduction in the loads of nitrogen and phosphorus. In these cases, maps represent a valuable tool in the adaptive management of uncertainty associated with the total maximum daily load process.

These lagoon-wide maps, derived from aerial photographs, provide an overall picture of the seagrass resources in the IRL. These maps serve as important management tools for obtaining a current inventory of this resource, identifying “healthy” areas that may deserve special protection efforts, and identifying potential “problem” areas that require further investigation. Through time, these large-scale maps also document trends in the status of this resource.

### **II. OBJECTIVES**

The overall objective of this contract is for the Surveyor to: a) acquire aerial imagery of the entire IRL in digital format at an appropriate time in 2019; b) produce a complete 2019 seagrass map meeting the specifications required by the District for comparison with existing map products; and c) deliver the processed 2019 aerial imagery along with all files used in establishing orthorectification and other processes described below in the Scope of Work.

Appropriate Geographic Information Systems (GIS) and photogrammetric software shall be used to ensure that all maps will be fully compatible with the data presently in the District's ArcGIS library.

Implementation of this project supports the Indian River Lagoon Comprehensive Conservation and Management Plan, the principal objectives of Goals I and II of the IRL SWIM Plan, and the Total Maximum Daily Load and Basin Management Action Plan processes, as follows:

1. To attain and maintain water of sufficient quality to support a healthy, macrophyte-based lagoon.
2. To attain and maintain a functioning macrophyte-based ecosystem which supports endangered and threatened species, fisheries, and wildlife.

### **III. SCOPE OF WORK**

The intent of the study is to prepare a 2019 seagrass map of the IRL (Project Boundary – Figure 1). There are twelve tasks for the 2019 mapping year: (1) generation of a Study Plan after the contract start-up conference; (2) acquiring digital aerial photography of the entire IRL system, which includes responsibility for flight planning and mission management; (3) pre-photointerpretation ground-truthing fieldwork; (4) photointerpretation key; (5) aerial triangulation and orthophotography and mosaic production; (6) positional accuracy assessment; (7) photointerpretation using manual or semi-automated methods; (8) during photointerpretation ground-truthing fieldwork; (9) seagrass edge confidence analysis; (10) production of draft maps; (11) production of final maps

(District approved ArcGIS geodatabase); and (12) final report including a survey report sealed by a Florida Professional Surveyor and Mapper.

Surveyor agrees to assist in litigation undertaken or defended by the District, to the extent any such litigation pertains directly to that portion of the Work that Surveyor performed, except suits or claims between the parties. Litigation assistance rate(s) and associated expenses will be determined during negotiations.

The District will be responsible for providing the following items for use during image acquisition and photo interpretation:

1. ArcGIS digital files of the 2008 shoreline. Mapping will be restricted and if necessary adjusted to this boundary
2. Project boundary shapefile
3. Data from the most recent seagrass transect monitoring. Transect data includes percent cover of each seagrass species and presences of drift macroalgae – generally every 10 m from shore to the deep edge of the grass bed, plus total distance from shore to the edge of the grass bed
4. The 2017 Lagoon-wide mapping data as ArcGIS shapefiles or geodatabase
5. Ground control coordinates and documentation utilized for the 2017 maps
6. Bathymetry transects and dredge ArcGIS shapefiles where available

Additionally, the District will collect field observations within one month of acceptance of aerial imagery for later use in assessing the accuracy of the maps. These observations will not be provided to the Surveyor until the photointerpretation is complete. The sampling points will be generated at 250 locations throughout the project boundary using a slightly-stratified spatially-balanced sampling method. Proportionally distributed points are designed to avoid clustering and under/over-representation.

The District survey team shall visit sampling locations using a Global Positioning System (GPS) set to sub-meter accuracy. All points shall be surveyed using mask/snorkel covering an area of approximately 0.25acre. Florida Land Use and Cover Classification System (FLUCCS) codes shall be assigned to each field point. Detailed notes shall be recorded including water depth, species of seagrass present, seagrass cover estimate, and presence of attached or drift macroalgae.

At the conclusion of photointerpretation, when the final map has been quality assured and approved by the District, an accuracy percentage shall be calculated by the District for each FLUCCS code. The results shall be included by the surveyor in the Final Report (Task 12).

#### **IV. TASK IDENTIFICATION**

The work to be performed under this project is set forth below. Each of the twelve tasks is described separately. **All work and products shall be completed and delivered no later than September 30, 2020.** Monthly status reports shall be provided to the District via e-mail.

##### **Task 1: Preliminary Conference**

Within two weeks of receipt of a fully executed contract (in conjunction with the receipt of the District provided items) from the District, a Preliminary Conference will be held with representatives of the District at the District's offices in either Palm Bay or Palatka. Personnel from the Department of Environmental Protection (DEP) (DEP's Contract Manager), and SFWMD will also be invited to attend this meeting. The Surveyor shall present the study plan, which will include a thorough review of the existing map and imagery products, selection of suitable airborne sensor systems, classification and photo-interpretation strategies (including edge of bed analysis), mapping and GIS techniques, project

work flow and scheduling, deliverables, and other related topics will be discussed at this meeting to reaffirm the scope of work, deliverables, and schedule. The Surveyor shall submit to the District a letter report of the meeting minutes, which summarizes all conclusions and action items from the meeting.

***Deliverable:***

- Surveyor Study Plan (may be submitted via e-mail) within four working days after the Preliminary Conference, that includes a Study Plan for execution of all tasks and tentative dates for deliverables (to be revised in the monthly status report following photo acquisition), using April as the assumed “go” for aerial image capture.
- If photo acquisition is to be provided by a subcontractor, a copy of the signed agreement shall be provided to the District with the Preliminary Conference Meeting Minutes.

**Task 2: Acquisition of Lagoon-wide Digital Aerial Photos**

**Project Area:**

New digital camera imagery shall be acquired for the entire project area based on the Project Boundary (Figure 1) shapefile provided by the District. The entire IRL project includes Mosquito Lagoon north to Ponce de Leon Inlet; Banana River, including Newfound Harbor; Indian River proper, including Turnbull Creek up to US 1, Banana Creek up to Route 3, and St. Lucie River up to the Roosevelt Bridge (A1A); and the lagoonal system from St. Lucie Inlet south to Jupiter Inlet, including Hobe and Jupiter Sounds and Loxahatchee River to Loxahatchee River Road on the southwest fork. Overall, this area includes all the lagoonal system from Ponce de Leon Inlet to Jupiter Inlet. The District shall provide a shapefile boundary to be used for the acquisition task along with all mapping.

**Imagery:**

- A. Digital aerial photography. Camera selection will be confirmed by the District’s Project Manager and Surveyor at the Preliminary Conference.
- B. Ground Sample Distance: GSD shall be a maximum of 0.3 meters (1 foot) Maximum variation = 2%.
- C. Radiometric resolution: 16 bit or higher. All photointerpretation conducted at the highest radiometric resolution.
- D. Roll, pitch, and yaw of the camera for each frame shall be less than 3 degrees, achieved by the use of an inertial stabilization system.
- E. Overlap: Stereo imagery is required. End lap of 60% and side lap of 30%.
- F. Imagery shall be calibrated to capture the best exposure of submerged bottom features. Forward Motion Compensator (FMC) shall be used depending on the selection of the sensor system.
- G. Flight Stability and Airspeed: Average tilt is expected to not exceed 1 degree (maximum shall not exceed 3 degrees). Crab shall not affect more than 5 percent of photo width. Resolution loss due to blurring shall be avoided by sufficiently low airspeed or by a forward image motion compensation system.
- H. Other Criteria: The final imagery shall be free of sun glint and washout. No submerged features shall be obscured by sun glint, clouds, cloud shadows, haze or smoke. When acquiring digital photography, airborne GPS and Inertial Measurement Units (IMU) data shall be acquired to be utilized for aerotriangulation and bundle adjustments.

**Mission Constraints:**

- A. **Plant Growth State:** Extremely severe weather and water conditions in fall/winter may cause submerged seagrasses to lose most of their leaves, thus making them difficult to see until new blades re-grow in spring. In mild years, this wholesale leaf loss does not occur. The District shall be responsible for determining any periods when plant growth stage is not acceptable. **The image acquisition window typically begins in April or when representative plant coverage is achieved.**
- B. **Water Clarity:** The major constraint, besides air clarity and weather, is water clarity. Water is expected to be clearest either (a) a few days after the passage of a dry cold front, when water temperatures are at a minimum and after winds have been slight or in a direction perpendicular to the main north-south axis of the Lagoon, or (b) after a few weeks of low rainfall and moderate to calm wind conditions. The Surveyor assumes the responsibility of determining when water clarity is acceptable. All defective photographs that are a result of the Surveyor's negligence shall be re-taken at the Surveyor's expense. The Surveyor shall be prepared to fly the entire project boundary in a complete mission over a short time period. If sections of the IRL system have water clarity concerns (i.e., Algal blooms or localized turbidity), the Surveyor shall fly clear sections as soon as able and wait to fly the problem areas at the earliest time possible (i.e., when conditions improve). Adjustments to the flight schedule shall be discussed with the District Project Manager prior to flights.
- C. **Sun Angle:** Photography shall be acquired when surface reflection from sun glint does not cover more than 10% of the frame. Surface water roughness will also affect sun glint. Sun angle generally between 15° and 30° should minimize surface water glint. Images containing sun glint that will interfere with photointerpretation will be rejected and need to be re-flown.
- D. **Weather Conditions:** Clear skies with no haze and visibility of at least seven miles. Sea state calm, minimal waves, no white caps. Winds less than ten knots across the axis of the Lagoon are not expected to affect surface transparency, but may affect sun glint. Because winds are generally calmer early in the day, mornings are considered preferable to afternoons.
- The Surveyor acknowledges that windows of opportunity for completing the work may be quite brief — lasting only a few days — and shall be able to mobilize quickly to take advantage of the acceptable windows.
- E. **Date:** Based on anticipated weather and water clarity conditions, the most probable window for the photography is expected to be April to July. However, because of plant growth stage and water clarity/weather condition constraints, the most desirable period for taking the photography is late April through June. **Therefore, the “time to photo” shall be during the first available date-window beginning in April that meets the above criteria/constraints.** All photographs shall be taken during a single 14-day period, if possible, and preferably on the same day or adjacent days. The Surveyor is encouraged to consider using two flight teams in order to take all photos on a single day.

**Deliverables:**

- Pre-acquisition flight line plan map
- Sensor/system processed raw digital image files in a format compatible to District's data
- Un-rectified, raw imagery, prior to subsequent aerial triangulation and orthorectification within two weeks after acquisition. These samples shall be used to determine the acceptability of the imagery prior to commencing with other tasks and to assist in the selection of pre-photointerpretation groundtruthing field work locations.
- All intermediate camera files including the airborne GPS/IMU data needed for aerotriangulation
- Flight log (mission log with dates of acquisition) and Airborne GPS control documentation within the survey report delivered by a Florida Professional Surveyor and Mapper (PSM)

### **Task 3: Pre-photointerpretation Ground-truthing Fieldwork**

#### **Project Area:**

Ground-truthing fieldwork shall be done for the entire Project Boundary: Mosquito Lagoon north to Ponce de Leon Inlet; Banana River, including Newfound Harbor; Indian River proper, including Turnbull Creek up to the railroad bridge; the entire Banana Creek up to the Shuttle Crawlway; and south to Jupiter Inlet, including Hobe and Jupiter Sounds and Loxahatchee River to the 811 Bridge.

The field crew(s) shall visit and examine locations decided upon by the Surveyor and District Project Manager to verify seagrass/macroalgae occurrence and obtain information about seagrass bed edges. Since seagrass and algae conditions can change abruptly throughout a season, all pre-interpretation fieldwork shall be done within one month of aerial acquisition with the last possible date of July 31, 2019 (to be modified by the District's Project Manager if a delay in image capture occurs), so as to minimize any changes in growth and distribution of seagrass and macroalgae.

Data collected shall include field personnel, date, coordinate location using GPS, reason for inspection, pre-trip and post-trip classifications, water depth, a detailed description of seagrass plant communities and percent cover, benthic macroalgae percent cover, drift macroalgae percent cover, and presence of epiphytic or filamentous algae. Once in-field analysis is completed at each site/GPS point, a classification code shall be applied to that GPS point and an ArcGIS shapefile created containing the field collected information. Fieldwork documentation shall be contained within the project's geodatabase in a separate feature class. The feature class shall include date of fieldwork, reason for inspection, field personnel and details of the site visit including presence of seagrass and macroalgae.

Pre-photointerpretation ground-truthing fieldwork includes a minimum of eight days of fieldwork and all segments shall be represented in the data collection.

The Surveyor shall be responsible for providing a boat and diving equipment (snorkel or SCUBA gear) and be prepared to work in water that is up to 10-feet deep during ground-truthing work. The Surveyor shall notify the District well in advance of the field dates so that the District can plan to visit the sites with the Surveyor, if desired.

#### ***Deliverables:***

- ArcGIS feature class containing pre-interpretation fieldwork documentation
- A report including ground-truthing methodology and dates of fieldwork

### **Task 4: Photointerpretation Key**

The photo-interpreter(s) shall analyze thoroughly representative ground-truthing points or transects to verify seagrass/macroalgae photographic signatures. The Surveyor shall develop a Photointerpretation Key to be used during seagrass photo-interpretation. The key shall include samples of the delineated aerial photos used for this mapping project and shall identify specific portions of the photographs that represent the two classification types (see Task 7). In order to reduce errors and omissions in the subsequent photo-interpretation effort, this key shall provide the photo-interpreter(s) with verified references for the two seagrass FLUCCS classes to be used for this project. The key shall also include the method for assessing the confidence range associated with determining the seagrass bed-edge (polygon line placement) as described in Task 9 and discussed at the Preliminary Conference (Task 1).

#### ***Deliverable:***

- A report including the Photointerpretation Key and detailed examples of seagrass edge confidence for Task 9

## Task 5: Triangulation and Orthophotography

### Project Area:

Triangulation and orthophotography shall be done for the entire Project Boundary: Mosquito Lagoon north to Ponce de Leon Inlet; Banana River, including Newfound Harbor; Indian River proper, including Turnbull Creek up to the railroad bridge; the entire Banana Creek up to the Shuttle Crawlway; and south to Jupiter Inlet, including Hobe and Jupiter Sounds and Loxahatchee River to the 811 Bridge.

**5.1 Aerial Triangulation Specifications.** The District will provide the ground control points used for the 2017 mapping effort. These will be provided in a spreadsheet format and ArcGIS shapefiles indicating detailed site locations. Any additional ground control points collected by the Surveyor shall be measured with sub-meter differential GPS.

Aerotriangulation accuracy shall be designed to ensure that the triangulated imagery and associated digital orthophotography shall meet USGS National Map Accuracy Standards for 1:12,000 scale map products.

Airborne GPS/IMU data will be used for aerial triangulation along with any necessary ground control points.

Checkpoints shall be utilized to test the spatial accuracy of the aerial triangulation solution. The results of the comparison between checkpoints and the adjusted imagery shall be reported within the Aerial Triangulation Report will be part of the PSM Survey Report. The number of checkpoints to be utilized for the project will be decided during negotiations.

### **Deliverables:**

- An Aerial Triangulation Report within the PSM Survey Report describing the aerial triangulation process and results
- Airborne GPS/IMU procedures, ground control point documentation, spatial accuracy assessment, residuals, etc., shall be detailed and compliant to Florida's Minimum Technical Standards
- Aerial triangulation files

**5.2 Digital Orthophotography Specifications.** Digital orthophotography shall be generated and delivered for the project based on the following specifications:

Orthophotos shall be delivered as 4-band stacked Near-Infrared, Red, Green, and Blue (RGB) images.

The final ground sample distance and pixel size of all digital orthophotography shall be one foot.

The file format of the digital orthophotography shall be .tiff with associated tfw files.

The digital orthophotos shall be delivered and projected to NSRS2007, UTM, Zone 17, and Florida State Plane, in meters for the entire IRL (Ponce de Leon Inlet to Jupiter Inlet).

The digital orthophotography will be tiled based on Florida's 5000-ft x 5000-ft tiling scheme.

The digital orthophotos shall be delivered on a portable hard drive to the District.

The Digital Elevation Model (DEM) used for orthorectification will be decided upon during the Preliminary Conference or during contract negotiations.



***Deliverables:***

- 4-band stacked digital orthophotography tiles based on Florida's 5000-ft x 5000-ft tiling scheme
- Federal Geographic Data Committee (FGDC)-compliant metadata
- Image Index
- Imagery Mosaic

**Task 6: Positional Accuracy Assessment**

The Surveyor shall also conduct a positional accuracy assessment following the protocols of the National Standard for Spatial Accuracy (NSSDA) [<https://www.fgdc.gov/standards/projects/accuracy/part3/chapter3>] of the ortho-imagery. Points used for this assessment shall not be those used as control for aerotriangulation. Several tests shall be performed during the aerotriangulation task to ensure a positionally accurate project that meets the project specifications.

The Surveyor shall gather a new subset of at least 20 survey grade check points that were not used within the aerotriangulation solution. The overall spatial accuracy of the imagery shall be within 33 meters of ground position at the CE 95% Confidence Interval as outlined in the NSSDA. Sample points shall be uniformly distributed to cover the entire Project Boundary.

The selected coordinates shall be identifiable on the seagrass coverages and be visible in the field or on other map products that contain a better positional accuracy.

The positions of known control shall be gathered from:

1. Fieldwork. While in the field during pre-photointerpretation ground truthing, the Surveyor shall record the coordinates of the edges of distinct seagrass beds and distinct shoreline features for later comparison to the seagrass ArcGIS coverages.
2. The existing previous year's IRL coverage.
3. Based on the above processes, the Surveyor shall assess if the positional accuracy was accomplished.

***Deliverables:***

- The positional accuracy sampling strategy
- An NSSDA positional accuracy assessment report

**Task 7: Photointerpretation****Project Area:**

Photointerpretation shall be done for the entire Project Boundary: Mosquito Lagoon north to Ponce de Leon Inlet; Banana River, including Newfound Harbor; Indian River proper, including Turnbull Creek up to the railroad bridge; the entire Banana Creek up to the Shuttle Crawlway; and south to Jupiter Inlet, including Hobe and Jupiter Sounds and Loxahatchee River to the 811 Bridge.

***Photointerpretation Specification.*** All photointerpretation shall be conducted in order to maximize seagrass signature identification and the accuracy of delineation and classification.

The following guidelines are provided as a means of standardizing the photointerpretation for this task:

- A. The Surveyor shall exercise extra care especially on the deep edge of seagrass beds. “Real” changes should be made regardless of the minimum mapping unit (MMU).
- B. Outer boundaries of beds are more important than within bed percent cover.
- C. The minimum mapping unit is 0.25 acre (0.1 ha). Only changes larger than the MMU of 0.25 acre (0.1 ha) are mapped, except where the changes less than the MMU either are completely new (not present in the previously mapped year) to the surrounding region, such as a spoil island, or have completely disappeared from the region. It is more important to map individual small isolated patches than similar sized patches that are part of a large matrix.
  - 1. When deciding whether an area with patches of seagrass is one polygon of patchy seagrass or individual seagrass polygons, apply guideline C above with a MMU of 0.25 acre. Err on the side of lumping except in areas where small patches are the only seagrass present.
  - 2. If an area has only a few patches, each <0.25 acre: include the polygon of patchy seagrass if the total seagrass area is >0.25 acre. Err on the side of including these rather than excluding them.
- D. The 2008 shoreline shall be used unchanged during photo-compilation. The new 2019 line-work shall be snapped to the shoreline where appropriate. If the shoreline bisects any of the photointerpreted seagrass beds during this process, the District shall be consulted for problem resolution, including the possibility of editing the shoreline, but the shoreline base map shall not be changed unless approved, in writing or by e-mail, by the District.

The new undelineated aerial photography shall be compared to the photography from the previous mapped year and seagrass vector data to ensure changes are mapped accurately.

When using manual photointerpretation, the 2017 vector data shall be edited and used for this project so that all the seagrass line work does not have to be recompiled in areas where it has not changed since 2017. If using semi-automated methods of photointerpretation, the Surveyor shall compare those results to the 2017 project data. The Surveyor shall ensure that differences between the 2017 and 2019 coverages represent only true seagrass changes and not positional inaccuracies (slivers) or photo-interpretation differences.

If uncertainties occur during photointerpretation, the photointerpreter(s) shall: 1) delineate the problem area; 2) code it as a 9000 attribute; 3) produce a shapefile with GPS location and the photointerpretation question; and 4) revisit the problem area in the field so that the problem can be resolved. When possible, the District will help provide these field checks.

The MMU unit for all categories is 0.25 acre (= 0.1 hectare).

Polygons shall be annotated using the mapping categories described below. Ensure that coverage is labeled using a modification of the FLUCCS. The categories to be used are listed and described below:

1. **Seagrass, continuous** – FLUCCS code 9116. The dominant feature of these seagrass beds is that they are continuous in nature, with interconnected areas of seagrass. These beds may contain many small interspersed patches of sparsely vegetated or unvegetated bottom. The dense aspect means that the area should contain more vegetated bottom than unvegetated bottom, and thus at least 50-60% of the area with this FLUCCS code should contain seagrass. Only sand patches greater than 0.25 acre should be distinguished within a continuous bed. Species composition is not mapped.
2. **Seagrass, patchy** – FLUCCS code 9113. Areas 0.25 acre or greater in size that consist of primarily (greater than 50%) bare bottom in which many small patches (each less than 0.25 acre) of seagrass are scattered, and where the seagrass patches are not interconnected. (For this study, the lower limit of what constitutes a seagrass bed is approximately 10% cover; areas with <10% cover are considered “unvegetated bottom.”)

3. **Open water** – FLUCCS code **5400**. Unvegetated bottom.
4. **No SAV** – Not classified (Land, islands, mangroves, etc.)

***Deliverables:***

- Monthly status reports and documentation of progress on photo-interpretation (may be submitted via e-mail)

**Task 8: During Photointerpretation Ground-truthing Fieldwork**

**Project Area:**

Ground-truthing fieldwork shall be done for the entire Project Boundary: Mosquito Lagoon north to Ponce de Leon Inlet; Banana River, including Newfound Harbor; Indian River proper, including Turnbull Creek up to the railroad bridge; the entire Banana Creek up to the Shuttle Crawlway; and south to Jupiter Inlet, including Hobe and Jupiter Sounds and Loxahatchee River to the 811 Bridge.

During photointerpretation, sample locations should be visited and examined, including areas that are difficult to distinguish on aerial images due to water depth or clarity, and presence of seagrass/macroalgae should be confirmed by field checks. Data collected shall include field personnel, date, coordinate location using differential GPS, reason for inspection, pre-trip and post-trip classifications, detailed description of seagrass plant communities, macroalgae biomass estimates (Morris, et al., 2001) and a discussion of photo-interpretation problems. Once in-field analysis is completed at a particular site, a classification code shall be applied to the site and an ArcGIS shapefile created containing the field collected information. Fieldwork documentation shall be contained within the project's geodatabase within a separate feature class.

The Surveyor shall be responsible for providing a boat and diving equipment (snorkel or Scuba gear) and be prepared to work in water that is up to 10-feet deep during ground-truthing work. The Surveyor shall notify the District well in advance of the field dates so that the District can plan to visit the sites with the Surveyor, if desired.

Ground-truthing fieldwork may include eight or more days of fieldwork during-photointerpretation.

Additionally, the most recent seagrass transect data shall be used to assist during photointerpretation. Additional imagery captured for other projects may also be used as approved by the District Project Manager on a case-by-case basis.

***Deliverables:***

- ArcGIS feature class containing during-interpretation fieldwork documentation
- A report including ground-truthing methodology and dates of fieldwork

**Task 9: Seagrass Edge Confidence Analysis**

The ability to see and delineate the precise edge of seagrass beds depends in large part on the water clarity, depth, wind conditions, illumination, localized anomalies and other factors existing on the aerial imagery at the time of capture. The edge of bed is defined as the transition between seagrass and no seagrass. This transition may be abrupt or more gradual. To help quantify the confidence level associated with photointerpretation and seagrass delineation, the surveyor will assign confidence levels to edge of bed linework for the entire project area. The confidence levels will be assigned as described below.

**High Confidence:** Imagery signatures and seagrass bed extent is very clear within this edge of bed section. Delineation is straightforward and seagrass presence can easily be distinguished from surrounding cover types. Actual seagrass edge of bed distance within 10m from delineated edge.

**Moderate Confidence:** Imagery signatures within this edge of bed section are less precise and require a higher level of judgment on the part of the photo interpreter. Delineation of this polygon edge is not as clear and straightforward as it is within sections of High Confidence linework. Expect actual seagrass edge of bed to be within 50m of delineated edge.

**Lower Confidence:** Imagery signatures within this edge of bed section are not precise and require a high level of judgment on the part of the photo interpreter. Delineation of this polygon edge is not as clear and straightforward as it is within sections of High and Moderate Confidence linework. Frequent use of collateral imagery and /or other information is often required to complete seagrass delineation. Actual seagrass edge of bed could be greater than 50m of delineated edge.

***Deliverable:***

- Seagrass Confidence Linework as an ESRI Shapefile and File Geo-database for entire study area

**Task 10: Draft Map**

At the conclusion of the photo-interpretation task, all files shall be submitted as ArcGIS files. Resultant ArcGIS files shall have valid and correct topology and be free from errors such as slivers, dangling arcs, and label errors.

The Surveyor shall provide the District with a Lagoon-wide seagrass ESRI Shapefile and File Geo-database for the entire Project Boundary derived from the aerial photography. As sections of the draft map are completed, the surveyor may send in multiple smaller ESRI shapefiles and File Geodatabases. The segments in the IRL (Figure 2) that have priority concern shall be discussed at the preliminary conference. The ESRI Shapefile and File Geo-database will be considered as a Draft for District review. The District will have a total of 20 days to review and comment on the ESRI Shapefile and File Geo-database. Review comments will be submitted as a QA ESRI Shapefile to the Surveyor who will have a total of 30 days to edit according to the District's comments and submit a Final ESRI Shapefile and File Geo-database to the District.

***Deliverable:***

- Draft seagrass ESRI Shapefile and File Geo-database of the Project Boundary.

**Task 11: Final Map**

The Surveyor shall provide the District with a single ArcGIS seagrass ESRI Shapefile and File Geo-database for the Project Boundary derived from the aerial photography.

***Deliverable:***

- Seagrass ESRI Shapefile and File Geo-database of the above defined project area.

The ESRI Shapefile and File Geo-database delivered to the District shall conform to the following characteristics:

- Double precision
- Full arc and polygon topology

- No unnecessary pseudo nodes
- Dangle length of 0, verified
- Projected to North American Datum (NAD) 1983, HARN, UTM, Zone 17, units meters
- Projected to NAD 1983 Florida State Plane (FIPS 0901)
- Polygon Attribute Tables shall conform to the District's format
- Arc Attribute Tables shall be constructed to the District's format
- One attribute per polygon
- Unique covername – IDs

All seagrass cover data developed through this contract shall meet minimum National Map Accuracy Standards for maps at 1:12,000 map scale. The minimum acceptable error in positional accuracy is that no more than ten percent of the line work shall be in error by more 33.3 feet from their correct geographical location.

### **Task 12: Final Report**

The project summary report shall include:

1. A description of the mapping techniques used
2. A copy of the classification key developed in Task 4
3. Metadata documentation, compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata, filled out as completely as possible. To view or download the standard, consult: [fgdc.gov/metadata/metadata.html](http://fgdc.gov/metadata/metadata.html)
4. Description of confidence analysis results and any future recommendations for improvement
5. Classification accuracy assessment
6. A description of any problems encountered and their solutions including recommended future modifications

All geographic data provided to the District under this project shall be included in the metadata documentation of the final report. Geographic data shall include the following:

1. Ground control points
2. Seagrass polygon coverage
3. Classification accuracy assessment results from District review
4. Positional accuracy assessment data
5. Ground-truthing field observations

#### ***Deliverables:***

- The Draft and Final Report submitted via e-mail or FTP

## **VI. TIME FRAMES AND DELIVERABLES**

This agreement shall expire September 30, 2020, specific time frames for deliverables are in Delivery Schedule below.

Deliverables are based upon the initial target date range for Photo Acquisition (Task 2). Work performed is contingent upon the District Governing Board approval of the contract award and Fiscal Year budget; and the

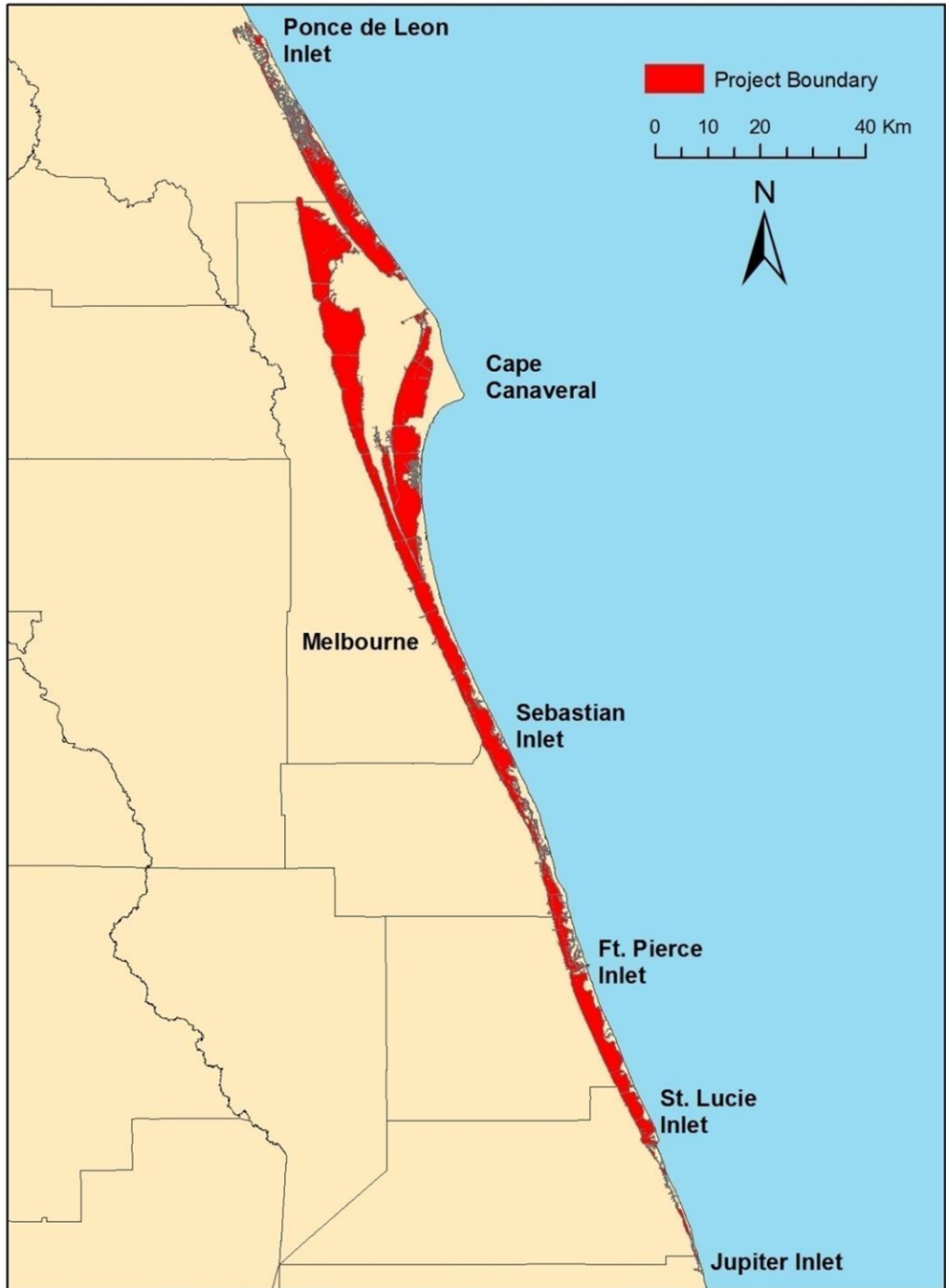
state of Florida's DEP's and SFWMD's approval of the revenue agreement with the District to provide project funding.

#### **DELIVERY SCHEDULE FOR 2019 SEAGRASS MAPPING**

<b>Task</b>	<b>Deliverable</b>	<b>Anticipated Timeline</b>	<b>Anticipated Latest Date</b>
1	Preliminary Conference and Study Plan	March - April	April 10
2	Acquisition of Lagoon-wide Digital Aerial Photos	April - June	June 30
3	Pre-Photointerpretation Field Work	April - July	July 31
4	Photointerpretation Key	April - July	July 31
5	Triangulation and Orthophotography	July - Sept	Sept 30
6	Positional Accuracy Assessment	July - Sept	Sept 30
7	Photo-Interpretation	Oct - January	Jan 31
8	During Interpretation Field Work	Oct - January	Jan 10
9	Seagrass Edge Confidence Analysis	Dec - January	Jan 31
10	Draft Map	January	Jan 31
11	Final Map	Feb - March	March 31
12	Final Report	April	April 30

**FIGURE 1 — PROJECT BOUNDARY**

**FIGURE 2 — SEGMENT MAP OF THE INDIAN RIVER LAGOON**



## ATTACHMENT B — INSURANCE REQUIREMENTS

Surveyor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Surveyor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Surveyor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Surveyor 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 Surveyor 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, Surveyor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Surveyor 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) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Surveyor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit
- (d) **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual aggregate limit.
- (e) **Aircraft Liability.** Minimum coverage of \$1,000,000 per occurrence, Combined Single Limit, for **bodily injury (including passenger liability) and property damage.**
- (f) **Watercraft Liability. \$1,000,000 (each occurrence) for bodily injury and property damage.**
- (g) **Pollution/Environmental Impairment Liability Coverage**
  1. Surveyor 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. Surveyor 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 \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage and remediation costs.



**ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)**

**DISTRICT SUPPLEMENTAL INSTRUCTIONS #**

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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 changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

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

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Contracts Administrator

cc: Contract/Purchasing file  
Financial Management

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

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

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

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

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

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

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

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

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

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

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