

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LAKE JESUP NUTRIENT REDUCTION DESIGN
REQUEST FOR QUALIFICATIONS 39002**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 2:00 p.m., August 22, 2023. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Amy Lucey, Senior Procurement Specialist, at 321-409-2156 or *ALucey@sjrwmd.com*. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay, FL 32909.

Description of Requested Services:

The District desires to enter into an agreement with an engineering firm licensed to do business in the state of Florida, which has Professional Engineers licensed in the state of Florida. The purpose of the Lake Jesup Nutrient Removal Design project is to design a nutrient removal technology that cost-effectively removes total nitrogen (TN) and total phosphorus (TP) from Lake Jesup. This project will assist in furthering water quality improvements in the Lake Jesup Basin within the Middle St. Johns River Basin (MSJRB).

The design should be a full-scale treatment technology system on the District’s Alternative 3 site that will remove TN and TP at rates at or above 50,000 and 5,000 pounds/year, respectively. The technology must be well established, been used in full-scale projects, and have demonstrated efficacy and a performance warranty. Media-based approaches are preferred.

The preliminary budget for the requested services is approximately \$250,000. The District will coordinate with the Consultant to develop a list of deliverables and the final Statement of Work during the negotiation and contract development process. Work under the resulting contract will be authorized through Work Orders and may include:

- Site assessment and review of existing information;
- Bench top/pilot study technology evaluation of nutrient reducing media;
- 30% and 60% engineering drawings and permitting; This project will assist in furthering water quality improvements in the Lake Jesup Basin within the Middle St. Johns River Basin (MSJRB). Media-based approaches are preferred.
- Final construction drawings and sampling and monitoring plan; and
- Bidding assistance and construction support services.*

** Funds for construction of the project have not yet been identified. Therefore, the funding for construction-related Work Orders is not included within the preliminary budget for the requested services. Additional funding may be allocated to the contract in the future for construction-related Work Orders.*

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A **Non-Mandatory Pre-Proposal Conference** is scheduled for Monday, August 7, 2023, at **2:00 PM**, by TEAMS Teleconference:

Meeting ID: 254 644 834 361

Passcode: KZocQQ

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 386-256-1151,,539531191#](#) United States, Daytona Beach

Phone Conference ID: 539 531 191#

The purpose of the pre-proposal conference is to clarify requirements of this solicitation.

Access to view the project location (non-mandatory) will be available on August 7 from 10:30am to 12:00pm. Access will be escorted from the Lake Jesup Conservation Area East Tract Trailhead located at 3205 Elm St, Oviedo, FL 32765.

Exhibits accompanying this solicitation are as follows:

Exhibit A -CDM Smith Feasibility Study – Separate Cover

Evaluation Committee Schedule:

The District's Evaluation Committee will meet at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay, FL 32909 to evaluate and rank Submittals as follows:

- 1:00 p.m. on August 25, 2023 to
 - Discuss the responses
 - Finalize the initial ranking
 - Determine a shortlist of Respondents
- 10:00 a.m. September 13, 2023, to
 - Negotiate professional fees and project cost with the top-ranked Respondent as authorized by the District's Governing Board at its September 12, 2023, meeting.

Americans With Disabilities Act (ADA)

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

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INSTRUCTIONS TO RESPONDENTS

1. CONTRACT ADMINISTRATION

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

Amy Lucey, Senior Procurement Specialist Phone: 321-409-2156 Email: ALucey@sjrwmd.com

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

2. WHERE TO DELIVER SUBMITTAL

Respondent must submit its Submittal either by (1) uploading to Demandstar; or (2) delivered in “digital format” in a sealed envelope. Instructions for submitting are provided below.

Responses can now be uploaded directly to www.demandstar.com

OR

Delivered “digital” format: All digitally submitted files shall be saved to a single pin/thumb/jump drive. The pin/thumb/jump drive MUST be placed in a sealed envelope – DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE. Digital bids must be mailed or hand-delivered, in a sealed envelope to:

Amy Lucey, Senior Procurement Specialist St. Johns River Water Management District Palm Bay Service Center 525 Community College Parkway SE., Palm Bay, FL 32909

For mailed or hand-delivered digital responses, Respondents must clearly label the 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: _____ Request for Qualifications: 39002 Opening Time: 2:00 p.m. Opening Date: August 22, 2023

3. 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., August 22, 2023 St. Johns River Water Management District Palm Bay Service Center 525 Community College Parkway SE, Palm Bay, FL 32909
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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 bids, proposals, submittals, or final replies, 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 subject to disclosure upon expiration of the above exemption period. 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.

4. PREPARATION AND ORGANIZATION OF SUBMITTALS

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

1. Respondents shall provide and complete the following fully completed forms and questionnaires, and include them in their Submittal under the tabs identified below (responses to the forms and questionnaires can be submitted on reproduced copies):

Tab 1: General required administrative forms.

Submittal Form (all blank spaces on the Submittal Form shall be typed or legibly printed in ink)

- a) Proposed Subcontractors Form
- b) Certificate as to Corporation
- c) Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- d) Qualifications – General Form
- e) Professional licenses
- f) Drug-Free Workplace Form (not required unless there is a tie)

Tab 2: Firm's and subcontractors' qualifications and capabilities to conduct work as presented in the Statement of Work

- a) Description of the Respondent and their overall qualifications and capabilities
- b) Description of subcontractor(s) and their overall qualifications and capabilities
- c) A "Letter of Commitment" from a principal of each subcontractor stating that the subcontractor is committed to being a part of Respondent's team
- d) Team organizational structure and specific names, functions, and availability of key personnel
- e) Understanding of requested services
- f) Proposed Technology Form
- g) Project management approach and capabilities
- h) Willingness to meet time and budget requirements as presented in the Statement of Work
- i) Has Respondent been certified by the state of Florida's Office of Supplier Diversity as a woman-, veteran-, or minority-owned business enterprise? (if yes, provide certification)
- j) Has the applicant been certified as a small business? (if yes, provide certification)

- k) Number of employees currently employed by Respondent and its subconsultants; and Respondent's and its subconsultant's average annual volume of work for the past three years

Tab 3: Technical qualifications, relevant experience, past performance and availability of key personnel to conduct work as presented in the Statement of Work

No forms are provided for this criterion — however, the Respondent is responsible for providing information to document the past and present experience of its key personnel in conducting work similar to that presented in the Statement of Work.

Tab 4: Relevant experience and performance on Engineering projects and Construction Services similar to that presented in the Statement of Work — emphasis on projects conducted within last five years

- a) Qualifications Form – Client References
- b) Qualifications Form – Similar Projects with Respondent prepared documentation

Tab 5: Location of managing firm/project manager:

Location of Respondent's Management Office or Project Manager shall be judged relative to the District's Palatka Headquarters or a District Service Center (Jacksonville, Apopka, or Palm Bay). Higher consideration will be given to firms whose Management Office or Project Manager is in closer proximity District Headquarters or a Service Center.

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 five years, including contracts, work orders and purchase orders.

2. 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.
3. Respondent must follow all procedures for electronic submission or the Respondent's Submittal may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under Tab 1 above must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
5. 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 in electronic format.
6. The file-naming conventions for the Submittal shall include:
 - a) Submittal: RFQ # Respondent's name (abbreviated) Due Date
(Example: RFQ _____ ABC Company 11-11-22)
7. The Submittal must include a separator page between each "Tabbed" section:
 - a) Example: Tab 1 – General Required Administrative Forms
8. Refer to Item 3 for submission of sealed responses –**DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.**
9. **Please do NOT password protect your files.** The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

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

If you need assistance or have any questions about the format, please email or call Amy Lucey at ALucey@sjrwmd.com or 321-409-2156.

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.

5. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the 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 Submittals in order to be considered. Requests may be submitted by email to ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Submittals.

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.

6. MINIMUM QUALIFICATIONS

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

- a. **Similar Project (1)** - Respondent (or a combination of the firm, individual, named subconsultant(s), or project manager assigned to the work) must have successfully designed at least one completed project of a similar nature, using a similar technology described in this solicitation. This project must have been completed within the ten years immediately preceding the date for receipt of Submittals. and be capable of treating influent at a rate of at least 5 cubic feet per second (cfs) on a footprint of less than 10 acres, and/or be a large media-based project (over 2,500 cubic yards of media). The project design and related engineering services must also have had a value of at least \$100,000.00.
- b. **Licenses** - Respondent's Key Personnel should have appropriate professional licenses. A minimum of one team member must have an active Professional Engineering license in the state of Florida. A copy of the Professional Engineering license and other appropriate licenses must be included with the submittal.
- c. **Client References (3)** – Respondent must provide three client references. One client reference may be from the similar projects listed in response to subparagraph (a), above. No more than one of the references may be from completed District projects. If a District project is cited, the Evaluation

Committee will use the project's closeout documents and may consult with the District project manager.

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.

7. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Response 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 or in substantial performance of the Work have been identified in the Submittal forms.

8. 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 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. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

9. REJECTION OF SUBMITTALS

Submittals must be delivered to the specified location and received before the Submittal opening in order to be considered. Untimely Submittals 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.

10. WITHDRAWAL OF SUBMITTAL

Respondent may withdraw its Submittal if it submits such a written request to the District prior to the designated date and hour of opening of Submittals. 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.

11. 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 Submittals and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of Submittals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- 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 Submittals.
- 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 Submittals.
- e. The Committee will meet to evaluate and rank the Submittals in the location(s), time(s) and date(s), stated at the beginning of this Request for Qualifications package. .
- f. Contract negotiations will then commence with the Respondents submitting the highest-ranked Submittals. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the other Respondents in ranked order.
- g. 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.
- h. 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.

- i. 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.
- j. 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."

EVALUATION CRITERIA: Responses shall include sufficient information and documentation. Responses shall be evaluated using the criteria set forth below. The evaluation rating scale is as follows or as indicated for each criterion:

More adequate.....8 – 10 Less adequate 1 – 4
 Adequate5 – 7 Not covered in submittal 0

	CRITERIA	SCORE	WEIGHT	TOTAL
1	<p>Respondent’s and subconsultants’ overall qualifications, capabilities, and availability to conduct work as presented in the Statement of Work</p> <p>a) Description of the Respondent and their overall qualifications and capabilities b) Description of subconsultant(s) and their overall qualifications and capabilities c) Qualifications – General Form d) Proposed Subcontractors Form for subconsultant(s) e) A “Letter of Commitment” from a principal of each subcontractor stating that the subcontractor is committed to being a part of Respondent’s team f) Understanding of requested services g) Proposed Technology Form, including evidence of efficacy specific to the conditions of the project site. h) Team organizational structure and specific names, functions, and availability of key personnel i) Project management approach and capabilities j) Willingness to meet time and budget requirements k) Woman-, veteran-, or minority-owned business enterprise certified by state of Florida Office of Supplier Diversity (if yes, provide certification) l) Small business certification (if yes, provide certification) m) Number of employees currently employed by Respondent and its subconsultants; and Respondent’s and its subconsultant’s average annual volume of work for the past three years</p>		30%	
2	<p>Technical qualifications and experience of key personnel to conduct work as presented in the Statement of Work</p>		30%	
3	<p>Relevant experience and performance on Engineering projects and Design Services — emphasis on projects conducted within last five years</p> <p>a) Client Reference Form b) Similar Projects Form(s) and Respondent-prepared documentation (and optional Subcontractor Similar Projects Form)</p>		30%	
4	<p>Location of Respondent’s Management Office or Project Manager relative to the District’s Palatka Headquarters or a District Service Center (Jacksonville, Apopka, or Palm Bay)</p> <p>Higher scores will be given to Respondents whose Management Office or Project Manager are located within 75 miles of the District’s Palatka Headquarters or one of its Service Centers (Jacksonville, Apopka, or Palm Bay). The District shall utilize the website maps.google.com and the shortest driving route to determine mileage to a District office.</p> <ul style="list-style-type: none"> • Within 0 - 75 miles of a District office = 10 points • Within 75 - 150 miles from a District office = 5 points • Greater than 150 miles from a District office = 0 points 		5%	
5	<p>Volume of District work previously awarded to Respondent</p> <p>Submit documentation as to the volume of work (in dollars) awarded by the District to Respondent in the past five years, including contracts, work orders, and purchase orders. Points will be allocated from 0 to 10; Respondents with higher awarded contract totals in the last five years based on the solicitation response date of this RFQ shall receive fewer award points. Respondents with no previous work awards may receive the highest allocation of points (10). Respondent with the highest volume of work will receive zero points. The District shall rely on its official financial records to resolve any discrepancies. Contracts, work orders, and purchase orders issued by the District in the last five years shall be included in this total even if Respondent has not yet received payment.</p> <p>The District shall calculate scores as follows: The amount (in dollars) awarded to the Respondent with the highest volume of work in the last five years shall represent the Allocation Basis Total (ABT). The ABT less a Respondent’s total volume of work awarded shall be divided by the ABT and then multiplied by 10; the result rounded to the tenths shall represent the Respondent’s score for this criterion.</p>		5%	
	TOTAL		100%	

12. EXECUTION OF AGREEMENT

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

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

- a. A 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 with a Successful Respondent 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 to the Successful Respondent without liability at any time before the Agreement has been fully executed by all appropriate 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.

13. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work for each Work Order 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 any issued Work Order and to complete the Work for the consideration set forth in its response, awarded Contract or fee schedule . 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.

14. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its 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.

15. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701:

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

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. 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.

18. 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.

19. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwm.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 and Vendor Registry.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

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

20. **PROTEST PROCEDURES**

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

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.

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

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

FORMS

SUBMITTAL FORM

Include this form in the response

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this 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 making 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, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

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

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

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title

PROPOSED SUBCONTRACTORS

Include this form in the response

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

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____
2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____
3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____
4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____
5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____
6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Request for Qualification 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

Include this form in the response

STATE OF _____

COUNTY OF _____

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

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

_____ the Respondent that has submitted the attached submittal.

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

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

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

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

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

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

Signature: _____

Title: _____

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

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

As part of the 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: _____

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 Engineering Services as 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 who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successful Respondent (or a combination of the firm, individual, named subconsultant(s), or project manager assigned to the work) must have successfully designed at least one completed project of a similar nature, using a similar technology described in this solicitation. This project must have been completed within the ten years immediately preceding the date for receipt of Submittals. and be capable of treating influent at a rate of at least 5 cubic feet per second (cfs) on a footprint of less than 10 acres, and/or be a large media-based project (over 2,500 cubic yards of media). The project design and related engineering services must also have had a value of at least \$100,000.00.

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

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

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

Was the project capable of treating influent at a rate of at least 5 cubic feet per second (cfs) on a footprint of less than 10 acres?

Yes No

Was the project media-based?

Yes No

If yes, how many cubic yards of media were utilized? _____

QUALIFICATIONS SUBCONTRACTORS— SIMILAR PROJECTS
(OPTIONAL)

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

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

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

Was the project capable of treating influent at a rate of at least 5 cubic feet per second (cfs) on a footprint of less than 10 acres?

Yes No

Was the project media-based?

Yes No

If yes, how many cubic yards of media were utilized? _____

QUALIFICATIONS — CLIENT REFERENCES

Include this form in the response

Respondent must provide three client references. One client reference may be from the similar projects listed in response to subparagraph (a), above. No more than one of the references may be from completed District projects. If a District project is cited, the Evaluation Committee will use the project's closeout documents and may consult with the District project manager.

(For similar projects listed above, simply state "Similar Project No. ____.")

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ 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: _____ 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: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

PROPOSED TECHNOLOGY FORM

Include this form in the response

Respondent must provide the following information regarding the nutrient removal technology respondent proposes to utilize in the Lake Jesup Nutrient Removal Design project.

Name of Respondent: _____

Proposed Technology: _____

Is the Proposed Technology a media-based technology? Yes No

Is the technology capable of removing TN and TP at rates at or above 50,000 and 5,000 pounds/year, respectively? Yes No

Has the technology been used in a full-scale project that has been in operation for more than five years and successfully removed nutrients during that time?

Yes No

If yes, please provide the following information (attach additional sheets if necessary):

Project Name: _____

Completion Date: _____

Project Description:

Does the technology manufacturer or supplier warranty the technology efficacy?

Yes No

If yes, please explain.

Has the efficacy of the technology been tested to achieve the successful treatment of water with similar or lower nutrient concentrations than indicated in Table 1 in the Statement of Work through a pilot, benchtop experiment or similar analysis?

Yes No

If yes, provide a copy of the pilot or benchtop experiment results with your response.

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

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

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

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

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS 39002

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 Office of Financial Services no later than the date set for receipt of submittals. Thank you for your cooperation.

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

SAMPLE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
LAKE JESUP NUTRIENT REDUCTION DESIGN

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

In consideration of the payments hereinafter specified, Consultant agrees to furnish and deliver all materials and perform all labor required for 39002, Lake Jesup Nutrient Reduction Design (the “Work”). In accordance with RFQ 39002, Consultant shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date (defined below). 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 12, 2025, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the Work Order; which shall be agreed upon by both parties.
- (d) **Commencement of Work.** Consultant shall commence the Work within 14 days of issuance of a Work Order by the District. This date shall be known as the “Commencement Date.” Consultant shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Consultant shall not commence the Work until any required submittals are received and approved.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Consultant shall deliver all products and deliverables as stated therein and as provided in any Work Order 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, Consultant 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) If not otherwise addressed in the Statement of Work, upon written request, Consultant shall submit written progress reports to the District's Project Manager at the frequency requested in 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 Consultant 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. Consultant 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 Consultant, 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 Consultant. Consultant shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, 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. Consultant shall submit all such work products to the District, if requested. Consultant 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 Consultant an amount not-to exceed the total amount for each Work Order. The compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of the Work Order.

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

- (a) **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, for each Work Order will include the parties' current schedule for completion of the Work Order and projection of expenditures on a fiscal year basis (October 1 – September 30). If Consultant anticipates that expenditures will exceed the budgeted Work

Order amount during any fiscal year, Consultant shall promptly notify the District's Project Manager and provide a proposed revised work schedule and spending plan for that Work Order that provides for completion of the Work Order without increasing the Work Order Total Compensation amount. 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 Change Order incorporating the revised work schedule and spending plan during the then-current fiscal year or subsequent fiscal years.

5. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices. Refer to the Bidding and Construction Specifications for additional information and requirements regarding the payment of invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for work completed as of September 30, Consultant shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Consultant shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 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. Consultant must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) **Required Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number; (4) Consultant's name and address (include remit address, if necessary); (5) Consultant's invoice number and date of invoice; (6) District Project Manager or Work Order Manager; (6) Consultant's Project Manager; (7) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work and work orders; (8) Progress Report (if required). 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. Additional supporting documentation is required depending upon the type of Work Order being invoiced, as set forth in **WORK ORDERS.**

- (e) **Travel expenses.** If the cost schedule for this Agreement or project estimate for a Work Order 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 Consultant and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **Payments.** Absent exceptional circumstances, Consultant is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
 - (g) **Payments.** The District shall pay Consultant 100% of each approved invoice.
6. **CONSULTANT'S COST SCHEDULE.** Consultant's costs are firm and fixed for the initial term of this Agreement.
 7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Consultant a written statement accepting all deliverables. Consultant's acceptance of final payment shall constitute a release in full of all Consultant claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
 8. **PAYMENT OF LABORERS, SUBCONTRACTORS, MATERIAL SUPPLIERS, AND MATERIALMEN, PURSUANT TO §218.735 FLA. STAT.**

If Consultant receives a payment from the District for labor, services, or materials furnished by subcontractors and suppliers hired by the Consultant, Consultant must remit payment due to those subcontractors and suppliers within 10 days after Consultant's receipt of payment in accordance with section 218.735, Fla. Stat.
 9. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant, its employees or subcontractors, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant-employees performing under this contract.
 10. **INSURANCE.** Consultant shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Consultant waives its right of recovery against the District to the extent permitted by its insurance policies. Consultant's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Consultant's obligation to provide insurance.
 11. **CONTRACTUAL LIMITATION OF LIABILITY PURSUANT TO §558.0035 FLA. STAT. PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD**

INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION §558.0035 ARE SATISFIED.

12. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Consultant and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

13. **PROJECT MANAGEMENT PERSONNEL**

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Anne Elise Wester, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
525 Community College Parkway, S.E	TBD
Palm Bay, FL 32909-2231	TBD
Phone: 386-643-1987	Phone: TBD
Email: awester@sjrwmd.com	Email: TBD

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work. The District may designate a "Work Order Manager" as the Project Manager for a specific Work Order, who shall have the same responsibilities as the District's Project Manager for that Work Order only.

(c) Consultant shall provide efficient supervision of the Work, using its best skill and attention. Consultant shall keep on the worksite during its progress a competent Project Manager that is satisfactory to the District. The Project Manager shall not be changed except with the District's consent, unless the Project Manager proves to be unsatisfactory to Consultant and/or ceases to be in its employ. The Project Manager shall represent Consultant in the absence of Consultant's Project Manager. All directions given to the Project Manager shall be as binding as if given to Consultant. If the District has reason to believe that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, and notifies

Consultant of such, then that person shall be immediately dismissed from the project and shall not perform any further work connected with this Agreement. The District may request Consultant replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

- (d) Consultant shall maintain qualified and competent professional staff. Consultant'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, Consultant shall furnish proof thereof.

14. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

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

15. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Consultant shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Consultant: (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.** Consultant shall not be compensated for delays caused by Consultant's inefficiency, rework made necessary by Consultant's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten calendar days after the onset of a delay, Consultant shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten calendar 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.

16. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement or a Work Order except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement or a Work Order, 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 for a specific Work Order that are consistent with the scope of the Work Order. 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 Order, 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 Consultant an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five calendar days. Within 15 calendar days after commencement of the emergency change in the Work, Consultant shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 calendar days after receipt of Consultant's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Consultant decline to perform the emergency change in the Work.

17. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement, and any Work Order issued under it, may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Consultant's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to 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 Consultant with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Consultant an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Consultant shall not receive any further payment until the Work is completed by the District. Consultant shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Consultant.

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

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

18. DEFINITIONS

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

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

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

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District

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

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

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

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

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

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 Consultant relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

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

WORK ORDER: The District’s written notice authorizing specific Work under the Agreement. A Work Order may be one of three types:

TYPE 1 WORK ORDER: a Work Order in which the services are provided on an hourly basis.

TYPE 2 WORK ORDER: a Work Order in which a fixed price has, or a schedule of fixed prices have, been agreed upon with the Contractor as to the services to be provided pursuant to the Work Order.

TYPE 3 WORK ORDER: A Work Order in which services are provided on an hourly basis subject to a not-to-exceed amount for completion of the Work specified in the Work Order.

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

19. ASSIGNMENT AND SUBCONTRACTS

- (a) Consultant shall not sublet, assign, or transfer any Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Consultant shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.
- (b) Consultant is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Consultant is fully responsible to the District for the acts and omissions of its 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.

20. **AUDIT; ACCESS TO RECORDS.** Consultant must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Consultant must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Consultant shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

21. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

22. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Consultant 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.

23. 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 Consultant's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Consultant shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the

intent of the Statement of Work. Consultant shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Consultant 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. Consultant 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. Consultant 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, Consultant shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Consultant'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.

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

25. **COMPUTER CODES**

- (a) **Consultant Computer Codes.** Should Consultant incorporate proprietary software, methods or computer models ("Proprietary Software") developed by Consultant in the Work, such development not having been funded by the District pursuant to this Agreement or any prior agreement, Consultant may retain the proprietary rights to such Proprietary Software. Consultant shall identify in writing any such Proprietary Software to the extent it is incorporated in the Work. As part of the consideration for this Agreement, Consultant hereby grants the District a perpetual, non-exclusive license to the use of such Proprietary Software, including, but not limited to, its incorporation into a web-based computer model application that may be utilized by the general public. Documentation of Consultant's proprietary rights shall be provided to the District upon request. If a third party seeks access to the Proprietary Software as public records pursuant to §119.07, Fla. Stat., the District shall notify Consultant in writing of the request so that Consultant may assert its proprietary interest. Consultant agrees to indemnify and hold the District harmless from all costs, damages, and expenses, including attorney's fees, arising from any suit by a third party claiming an interest in the Proprietary Software or a right to inspect the Proprietary Software as a public record. This obligation shall survive termination of this Agreement.
- (b) **District Computer Codes.** Consultant shall not be entitled to claim any proprietary right to computer codes that are developed by Consultant in fulfilling the requirements of the Work, which shall be considered a "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of

the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law.

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

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

27. DISPUTE RESOLUTION

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

- 28. DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in its procurement activities and encourages its vendors (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 Consultant by sharing information on W/MBEs.

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

- (a) For any Work that is dependent upon conditions at the worksite, Consultant's acceptance of a Work Order represents and warrants that Consultant has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions

and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Consultant's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Consultant or is available upon request. Consultant must either seek clarification concerning the data or assume the responsibility for its interpretation.

- (b) If Consultant discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Consultant shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the 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 Consultant's cost. Where the differing site conditions materially impact Consultant's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Consultant fails to provide the required notice.
- (c) If Consultant in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Consultant's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Consultant shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

30. **EMPLOYMENT ELIGIBILITY.**

- (a) Pursuant to section 448.095, Fla. Stat., Consultant must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Within 30 days of this Agreement's Effective Date, Consultant must provide the District with evidence that Consultant is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov.
- (b) Consultant shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Consultant of such, but the Consultant otherwise complied with the statute, then Consultant shall immediately terminate the contract with the Subcontractor.

31. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be

construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings is Putnam County 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.

32. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
33. **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor. Neither Consultant nor Consultant’s employees are employees or agents of the District. Consultant controls and directs the means and methods by which the Work is accomplished. Consultant is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Consultant’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 Consultant 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 Consultant’s duties hereunder or alter Consultant’s status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
34. **NUISANCE.** Consultant shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
35. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Consultant shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Consultant 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. Consultant is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Consultant’s failure to

comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

36. PUBLIC RECORDS

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

(d) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

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

37. **RELEASE OF INFORMATION.** Consultant shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

38. REMEDIES FOR NON-PERFORMANCE

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Consultant to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Consultant Correction of Deficiencies.** The District shall provide Consultant with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Consultant disputes that a failure of performance has occurred, Consultant shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Consultant shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Consultant to correct incomplete or damaged Work caused by Consultant's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work in a Work Order. If the District is performing a function that Consultant is required to perform, the District may deduct

the cost of providing such technical assistance from the Work Order Total Compensation. Prior to providing any such technical assistance, the District shall notify Consultant that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Work Order Total Compensation. Consultant shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

39. **ROYALTIES AND PATENTS.** Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (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 Consultant obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
40. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Consultant has the sole and exclusive duty for the safety of the premises. Consultant shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Consultant shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Consultant nor its 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. Consultant employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Consultant shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Consultant.
41. **SCRUTINIZED COMPANIES.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if is found to have submitted a false certification; or if is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in §287.135, Fla. Stat. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification; or if Consultant is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
42. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTION**
- (a) **Surveys.** Consultant is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the District. Consultant shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Consultant shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the District's Project Manager as to the quantities estimated.

- (b) **Preservation of Monuments.** Consultant shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Consultant, the same shall be replaced by Consultant's licensed land surveyor at no cost to the District. Consultant shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Consultant shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Consultant shall not proceed until it has made a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.
43. **TRUTH IN NEGOTIATIONS.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of \$195,000 (see §287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other actual unit costs.
44. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Consultant shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
45. **WORK ORDERS**
- (a) The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Consultant all or part of the equipment to be incorporated in the Work.
- (b) Consultant shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Consultant must agree to the terms of the Work Order. Commencement of Work by Consultant pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.
- (c) **Type of Work Order.** When services are needed, the District and Consultant shall agree upon the type of Work Order and the specifics of the Work Order.
- (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District.
- (ii) A Type 2 (fixed-price) Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work.

- (iii) A Type 3 (time and materials with not-to-exceed amount) Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials (Type 1) Work Order.
- (d) Additional Provisions Applicable to Type 1 and Type 3 Work Orders
 - a. After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order.
 - b. If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
 - (ii) The District reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
 - (i) **Type 1 Work Orders:** (hourly billing for labor and/or equipment and materials):
 - a. Name of employee and/or type of equipment.
 - b. Employee position title/job classification (if applicable)
 - c. The approved charge rate for each classification of Consultant employee and/or equipment and/or the Work Order authorizing the Work. In the absence of an individual rate in the Work Order, the Consultant employee’s general classification rate may be utilized.
 - d. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
 - e. Proof of payment of subcontractors and materialmen for which Consultant has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Consultant’s sworn affidavit that all subcontractors and materialmen for which payment has been received from the District have been paid by the Consultant; or (5) any other form that has been pre-approved in writing by the District.
 - f. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor’s invoice is from a supplier other than the one providing the lowest quote, Consultant shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Consultant charge the District for any subcontractor’s work that exceeds the approved Cost Schedule.
 - g. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.
 - h. Consultant may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Consultant’s payroll or other records as supporting backup material.
 - (ii) Type 2 Work Orders (fixed price):

- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - b. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order, in a format approved by the District Project Manager.
 - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.
- (iii) Type 3 Work Orders (time and materials with not-to-exceed amount):
- a. Description and certification of completion of the work as described above for Type 2 Work Orders.
 - b. Hourly billing information for Type 1 Work Orders, as described above.
 - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.
46. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on Holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Consultant'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 Consultant has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONSULTANT

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

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:

- Attachment A — Statement of Work (applicable to all Work Orders)
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — Work Order Authorization (sample)
- Attachment E – Consultant’s Cost Schedule (to be inserted prior to contract execution)

ATTACHMENT A — STATEMENT OF WORK (*applicable to all Work Orders*)

LAKE JESUP NUTRIENT REDUCTION DESIGN

I. INTRODUCTION

Lake Jesup, located within Seminole County, is located within the Middle St. Johns River Basin (MSJRB). Project opportunities within this basin are under consideration for nutrient reduction associated with the Lake Jesup Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP). The TMDL was adopted by the Florida Department of Environmental Protection (FDEP) in 2006 for both total nitrogen (TN) and total phosphorus (TP) and a BMAP was approved in 2010. Target concentrations of 1.27 mg/L TN and 0.096 mg/L TP, or the target TSI (trophic state index) concentrations, were determined by FDEP to be appropriate for the assimilative capacity within the lake. Many projects have been completed since the execution of the first five (5)-year cycle of the BMAP to address the external phosphorus loading to the lake. FDEP amended the Lake Jesup BMAP in 2019, which included adjustments to the respective TN and TP load allocations. The amended BMAP also included estimates for sediment flux inputs of TN (83,800 pounds/year) and TP (24,000 pounds/year) to the lake. To meet the TMDL targets set by FDEP, approaches to the Lake Jesup restoration strategy should focus on reducing the TN and TP concentrations in the lake's water column and from sediment flux.

A feasibility study of a flow-through wetland treatment system (Wetland Treatment System) to remove nutrients from Lake Jesup was performed by Environmental Consulting & Technology, Inc. in 2017. The Wetland Treatment System was located on the District's Little Cameron Ranch (LCR) property and annual TN and TP nutrient removals were projected at 23,800 pounds and 2,800 pounds, respectively. The LCR property is located within five miles of the Orlando-Sanford International Airport, and avian concerns were raised by the Sanford Airport Authority (SAA) per the Federal Aviation Authority Advisory Circular 150/5200-33C.

Due to the SAA concerns, in 2021 the District contracted CDM Smith (CDM) to conduct a preliminary analysis of treatment systems on a 9.7 acre District-owned alternative site ("Alternative Site 3") across the lake from the LCR property (Figure 1). CDM evaluated a flow-through wetland treatment system in addition to considering alternative treatment technologies, including bio-activated and innovative media and electrocoagulation, for a 9.7-acre "small footprint" parcel. The preliminary analysis concluded that a bioactivated media alternative was the most cost-effective alternative, as it achieved an annual TN and TP removal of 78,288 and 6,338 pounds/year, respectively, over the life of the project, including capital, operation and maintenance (O&M), and lifecycle costs.

This Agreement is for professional engineering services to design a treatment system technology that can remove TN and TP on Alternative Site 3 to meet the rates stated in Section II, below. The design must include all specifications required to be able to pump raw water from Lake Jesup to Alternative Site 3, treat onsite, and discharge effluent that meets the requirements specified in Section II, below. The treatment process may not alter water quality such that concentrations for any parameters are outside of historical concentrations for the lake (apart from removal of TN and TP).

II. OBJECTIVES

The goal of the Lake Jesup Nutrient Removal Design project is to design a nutrient removal technology that cost-effectively removes TN and TP from Lake Jesup. The design must be a full-scale treatment technology system on the District's Alternative 3 site that will remove TN and TP at rates at or above

50,000 and 5,000 pounds/year, respectively. This project will assist in furthering water quality improvements in the Lake Jesup Basin within the MSJRB.

Other tasks include:

- 1) survey and site evaluation
- 2) obtaining all applicable local, state and federal permits and agreements
- 3) development of a sampling and monitoring plan for evaluation of treatment efficacy
- 4) facilitation of bid package development

III. SCOPE OF WORK

The Consultant shall design a treatment system that is capable of pumping, treating, and discharging Lake Jesup water from the 9.7-acre District's Alternative 3 site (Figure 1). The system shall remove at or above 50,000 pounds/year TN and 5,000 pounds/year TP. The Consultant will prepare a 100% signed and sealed design for the full-scale system.

The technology must achieve a TN and TP concentration that is lower than the target concentrations of 1.27 mg/L TN and 0.096 mg/L TP, under the assumed influent concentrations in Table 1. The treatment system, additional structures, and access maintenance space must not exceed the 9.7 acres indicated in Figure 1. The project life should be no less than 25 years.

Table 1. Lake Jesup Nutrient Concentrations

Parameter	Value (mg/L)
Water Temp	23.663
pH-Field	8.683
DO	8.974
BOD	5.901
TKN-T	2.637
NH4-D	0.020
NH4-T	0.038
NO _x -D	0.014
NO _x -T	0.017
TKN-D	0.989
TP-D	0.024
TP-T	0.146
PO4-D	0.016
PO4-T	0.038

IV. TASK IDENTIFICATION

The tasks identified below are general descriptions of types of work that may be authorized by the District through the issuance of Work Orders.

Task A—Site assessment and review of existing information

The goal of Task A is to provide an assessment of the project site and identify constraints. The site should be adequately surveyed and evaluated to determine the location of the pump station, intake and discharge, storage, piping, treatment, and additional access areas. All site constraints and treatment requirements shall be evaluated; additional features including, but not limited to, vegetation and fish exclusion screens at the pump intake shall be considered, as needed. The variability in hydrologic conditions and water quality parameters, as needed for treatment design, shall be assessed.

Conceptual site plans should be provided. Regulatory hurdles, funding limitations and other critical information will be assessed.

The Consultant shall review existing reports, such as the Lake Jesup Wetland Treatment System Alternative Analysis (CDM, 2022), Exhibit A. The Consultant shall evaluate site development specifications, such as utility access, and local restrictions and permitting. The Consultant shall facilitate meetings with local entities, as needed to address any issues that may impact the design. The Consultant shall facilitate all coordination meetings with the St. Johns River Water Management District (District).

Task A deliverables

- Technical memo summarizing site assessment and evaluation
- Conceptual site plans
- Facilitation of meetings with the District, and local entities as necessary

Task B—Benchtop/pilot study technology evaluation

The goal of the benchtop/pilot study technology evaluation is to ensure that the selected bio-activated, media based nutrient removal technology or alternative treatment technology can treat lake Jesup water at full-scale design meeting the requirements specified in Section III. The Consultant shall undertake a benchtop/pilot study experiment to evaluate the system and treatment efficiency. Outcomes of the testing shall provide estimates of treatment efficacy, life of the media, and estimated media replacement costs.

Based upon these results, the Consultant shall provide a conceptual site layout with the scientific basis for the treatment system.

Task B Deliverables

- Technical memorandum: Benchtop/pilot study test results and conclusions including recommendation on the media for the project, if applicable.
- Conceptual treatment site layout and scientific basis of the treatment system

Task C—30% and 60% engineering drawings and permitting

The goal of this task is to produce preliminary engineering drawings and specifications for the full-scale nutrient removal system. The Consultant shall provide necessary services to produce 30% engineering drawings and 60% engineering drawings and specifications, as required for review and permitting. Support work for this task will include a geotechnical evaluation of the treatment system and pump

station sites signed and sealed by a registered Florida professional engineer. Construction documents should include engineering drawings and specifications for the pump intake, pumps, treatment system, discharge, and any other necessary system components. Treatment system engineering drawings and specifications should include all hydraulic design components and modeling to estimate hydraulic loading rates and retention times to achieve treatment objectives.

The Consultant will collaborate with the District and receive approval of the 30% engineering drawings prior to developing the 60% engineering drawings and specifications. The 60% drawings shall be utilized to obtain all necessary permits. The Consultant will collaborate with the District and receive approval of the 60% engineering drawings and specifications prior to developing the 100% construction drawings and specifications.

Task C Deliverables

- Geotechnical evaluation of site soils to support the design components of the treatment system and pump station presented in a report signed and sealed by a registered Florida professional Engineer
- 30% engineering drawings for the treatment system, pump station and major necessary equipment
- 60% engineering drawings and specifications for the entire project
- Obtain all required permits for construction of the project

Task D—Final construction drawings and sampling and monitoring plan

The goal of the task is to develop final construction drawings and monitoring plan for a full-scale nutrient removal system. The system and site construction drawings and specifications should be suitable for bid and construction. Site plans should include pump intake, pump station, treatment system, treatment system discharge and storage site construction drawings and specifications. The Consultant will collaborate with the District using the construction drawings and specifications. The Consultant will prepare signed and sealed construction drawings and specifications for the full-scale system.

The Consultant will be responsible for developing a sampling and monitoring plan. The plan will be reviewed by the District prior to proceeding to Task E.

Task D Deliverables

- Final construction drawings and specifications for the pump intake and discharge, treatment system, storage site, and any other necessary improvements
- Technical memorandum of summary and recommendations
- Sampling and monitoring plan

Task E —Bidding Assistance

The goal of this Task is to assist the District during the Bidding Phase of the Project. The Consultant shall attend and participate in the pre-bid meeting and shall review minutes of the pre-bid meeting. The Consultant shall assist the District in the preparation and issuance of addenda during the bid phase. The Consultant shall assist the District in analyzing bids and provide a recommendation for award of the construction contract. The Consultant may provide construction support services to the District under a separate, future work authorization.

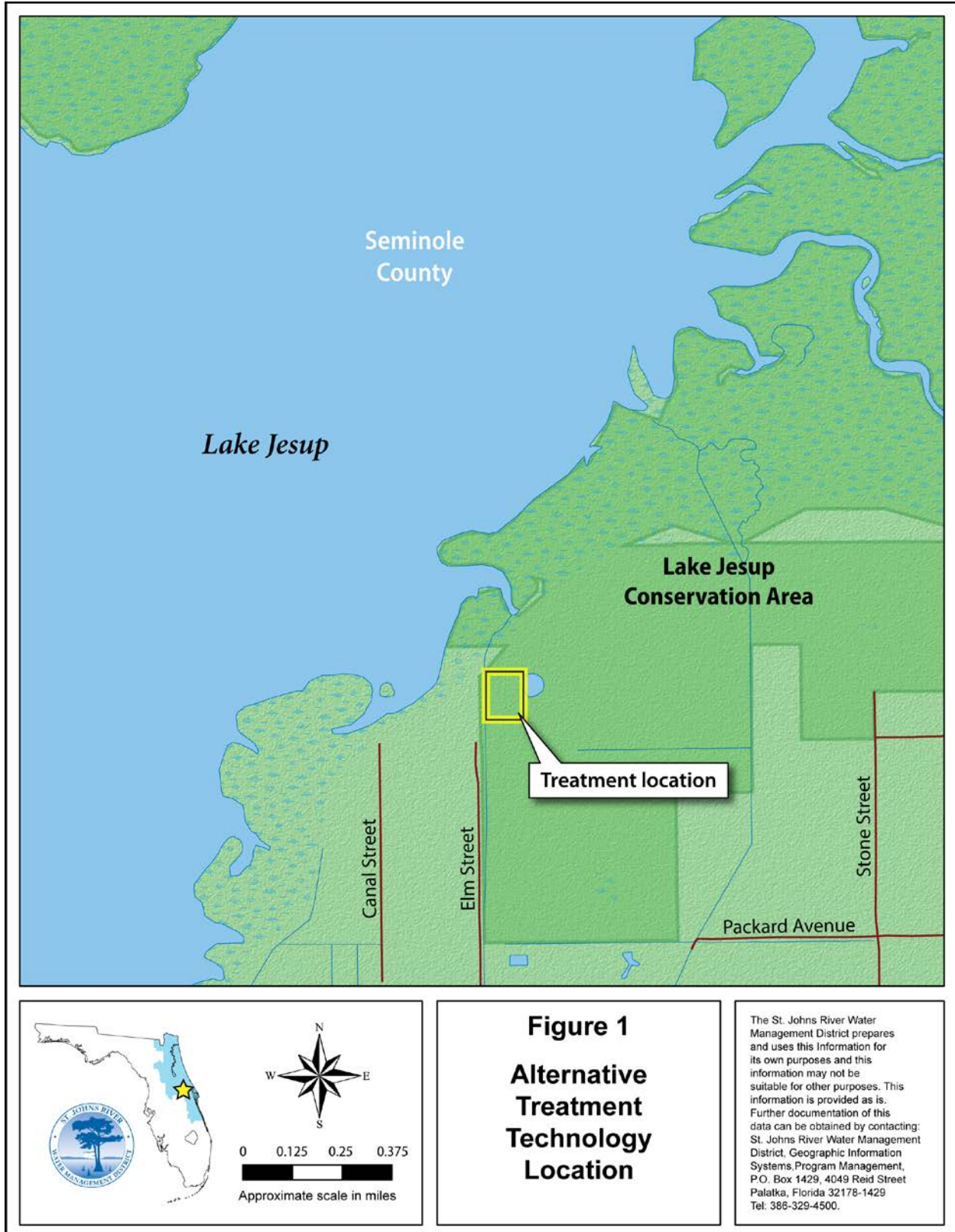
Task E Deliverables

- Pre-bid meeting attendance and minutes review
- Addenda assistance
- Bid evaluation & recommendation

V. TIME-FRAMES AND DELIVERABLES

Specific time-frames and deliverables will be established with each Work Order.

- Design and permitting of the project are anticipated to require 24 months.
- Results and analysis of the pilot study, including conceptual design, should be completed prior to the start of 30% design.
- All surveys, survey reports, and engineering documents shall be signed and sealed by a Florida Registered Professional Engineer/Surveyor, as applicable.
- Deliverables shall include 30% engineering drawings and cost estimate, 60% engineering drawings and specifications and cost estimate, and final construction drawings and specifications and a detailed final cost estimate and construction schedule. At the 60% step, the Consultant shall prepare draft and final permit applications for submission to all applicable permitting authorities. The Consultant shall respond to requests for additional information until approved permits are received from all applicable regulatory agencies.
- The Consultant will provide all final deliverables in both paper and applicable electronic form (Word, PDF and AutoCAD Civil3D®). All reports and deliverables will remain the property of the District.



ATTACHMENT B — INSURANCE REQUIREMENTS

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) 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. Consultant is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Consultant claims an exemption from workers' compensation coverage, Consultant must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Consultant must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (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 a(n) project 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 Consultant. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Umbrella Policy.** Minimum limits of \$1,000,000 per occurrence.
- (e) **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Anne Elise Wester, Project Manager

CONTRACT NUMBER: 39002

CONTRACT TITLE: Lake Jesup Nutrient Reduction Design

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
Anne Elise Wester, District Project Manager

Acknowledged: _____ Date: _____
Amy Lucey, District Senior Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D — SAMPLE WORK ORDER
WORK ORDER AUTHORIZATION

Contract number: _____ Contract name: _____

Work Order No.: _____ Project name: _____

Work Order encumbrance number: _____

Work Order funding limit: \$ _____

To:

From: Anne Elise Wester, Project Manager

Type of Work Order:

- Type 1 (hourly)
- Type 2 (fixed price) \$ _____
- Type 3 (not to exceed) \$ _____

Work Order Manager (if appropriate):

Name: _____
 Phone: _____
 Email: _____

Description of Work: _____ All work shall be accomplished in accordance with the attached Statement of Work, Attachment A. Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted _____ to the Director, Office of Financial Services.

Special note: _____

Commencement Date: Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District on _____. **Commencement of the work authorized herein prior to execution of this Work Order by Consultant constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Consultant and received by the District.

Completion Date: All work pursuant to this Work Order shall be completed by _____ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20___. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a ten percent penalty if submitted later than October 30, 20__.

District

Date

Acceptance of terms and conditions:

Consultant

Date

ATTACHMENT E – CONSULTANT’S COST SCHEDULE

(TO BE INSERTED AFTER CONTRACT AWARD AND PRIOR TO CONTRACT EXECUTION)