

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
REAL-TIME FLOOD FORECASTING RESILIENCY MODEL – UPPER ST. JOHNS RIVER  
BASIN (USJRB) AND MIDDLE ST. JOHNS RIVER BASIN (MSJRB)  
REQUEST FOR QUALIFICATIONS 40170**

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., July 1, 2024**. Further information is available through DemandStar at *Demandstar.com*, Vendor Registry at *Vendorregistry.com*, the state of Florida’s MyFloridaMarketPlace at *myfloridamarketplace.com*, Central Bidding at *centralauctionhouse.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, MyFloridaMarketPlace, Central Bidding, or the District by emailing LaDonna Johnson, Procurement Specialist, at *ljohnson@sjrwmd.com*. Responses will be opened in Conference Room 147, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

**Project Description**

The objective of the project (Project) is to enhance flood forecasting and resilience across the 2,900-square mile region of the Upper and Middle St. Johns River Basins (Work). Building upon an operational Upper St. Johns River Basin (USJRB) FloodWise model that presently provides vital forecasting data across a significant portion of the USJRB, this project will expand the existing model and create a comprehensive regional flood forecasting model, encompassing the entirety of the Upper and Middle St. Johns River Basins.

The model will provide real-time forecasts up to 10 days in advance for flows and stages at both regional and neighborhood scales. These outputs will be readily accessible to local and regional authorities via a web portal and text messages to facilitate their emergency response. The model will also serve as a tool for conducting comprehensive assessments of local and regional flood risks, aiding in the identification of high-risk areas and vulnerabilities in both infrastructure and communities across the study area.

The District will conduct the RFQ process as follows:

Date	Description
July 1, 2024	Submittals due
July 8, 2024	Evaluation Committee meets to review the Submittals
July 10, 2024	District Issues Notice of Intended Decision (NOID) notifying Respondents of Rankings
August 13, 2024	District Governing Board consideration to approve a ranking of designated firms and competitive negotiations be instituted
August 19, 2024	District enters into cost negotiations with the highest-ranked Respondent. Additional negotiations, if any, shall take place with the other Respondents in ranked order.

Any Submittal (defined herein) received after the dates and times stated will not be considered and will be returned to Respondent unopened. The District reserves the right to waive any minor deviations in an otherwise valid Submittal to the solicitation process and to reject any or all Submittals to this Request For Qualifications.

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

**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 LaDonna Johnson, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

## SUBMITTAL CHECKLIST

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

	Has Respondent met the submission deadline established in the solicitation?
	Does the electronic file contain all required documentation to meet the requirements stated in the solicitation documents?
	Is Respondent in good standing with the Florida Secretary of State (corporations and partnerships)?
	Has Respondent prepared, organized, and completed the Submittal correctly?
	(1) Transmittal Letter/Letter of Interest.
	(2) Tab 1 — Forms and Minimum Qualifications.
	(3) Tab 2 — Respondent's and Subconsultants' capabilities to conduct work as presented.
	(4) Tab 3 — Past and present experience on projects of this type.
	(5) Tab 4 — Relevant experience and performance on FloodWise modeling projects in Florida – emphasis on projects conducted within the past five years.
	(6) Tab 5 — Relevant experience in constructing and calibrating regional StormWise flood models in Florida.

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## INSTRUCTIONS TO RESPONDENTS

### 1. INTRODUCTION

This Request for Qualifications (RFQ) invites responses (the words, “Response” and “Submittal” have the same meaning in these documents) according to the requirements set forth in this Solicitation,

Through this RFQ, the District is seeking to procure a qualified and experienced professional, as contemplated in §287.055, Fla. Stat., and Rules 40C-1.709 – 40C-1.718, FA.C.,

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

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

### 2. DEFINITIONS

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

### 3. CONTRACT ADMINISTRATION

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

LaDonna Johnson, Procurement Specialist Phone: (386) 329-4592 Email: <a href="mailto:ljohnson@sjrwmd.com">ljohnson@sjrwmd.com</a>
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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 Submittal.

### 4. WHERE TO DELIVER SUBMITTAL

Respondent must submit its Submittal either by uploading to Demandstar or Central Bidding or in “digital format”. Instructions for submitting are provided below.

Submittals can be uploaded directly to [www.demandstar.com](http://www.demandstar.com) OR to [www.centralbidding.com](http://www.centralbidding.com), NOT BOTH; **OR**

Digital Submittals can be mailed or hand-delivered in a sealed envelope. For digital Submittals, 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: 40170 Opening Time: 2:00 P.M. Opening Date: July 1, 2024  <p style="text-align: right;">LaDonna Johnson, Procurement Specialist Attn: Office of Financial Services St. Johns River Water Management District 4049 Reid St. Palatka, FL 32177-2571</p>
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DO NOT SUBMIT YOUR SUBMITTAL BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NONRESPONSIVE.

**5. OPENING OF SUBMITTALS**

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

July 1, 2024, 2:00 P.M. St. Johns River Water Management District Headquarters 4049 Reid Street, Palatka, Florida 32177-2571
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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.

**6. PREPARATION AND ORGANIZATION OF THE SUBMITTAL**

1. Respondents must submit all required, fully completed forms as indicated below (reproduced copies are acceptable).
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. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed below 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).
4. 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.
5. The file-naming conventions for the Submittal shall include:  
Submittal: RFQ # Respondent’s name (abbreviated) Due Date  
(Example: RFQ \_\_\_\_\_ ABC Company 11-11-15)
6. The Submittal must include a separator page between each “Tabbed” section.
7. **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; OR (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF SUBMITTAL**

**7. FORMS AND MINIMUM QUALIFICATIONS**

Respondents shall provide and complete the following 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 and shall be typed or legibly printed in ink):

Tab 1 – Forms and Minimum Qualifications *(Complete all District-provided forms)*

- (a) Submittal Form
- (b) Proposed Subconsultants Form
- (c) Certificate as to Corporation
- (d) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- (e) Qualifications (General, Similar Projects, Client References)
- (f) Drug-Free Workplace Form (not required unless there is a tie submittal)

Tab 2 — Respondent’s and subconsultants’ capabilities to conduct work as presented in the Statement of Work

Refer to Paragraph 19, EVALUATION CRITERIA, number 1.

Tab 3 — Past and present experience on projects of this type

Refer to Paragraph 19, EVALUATION CRITERIA, number 2.

Tab 4 — Relevant experience and performance on FloodWise modeling projects in Florida – emphasis on projects conducted within the past five years

Refer to Paragraph 19, EVALUATION CRITERIA, number 3.

Tab 5 — Relevant experience in constructing and calibrating regional StormWise flood models in Florida

Refer to Paragraph 19, EVALUATION CRITERIA, number 4.

## 8. 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 solicitation 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 the opening of the Submittal to be considered. Requests should be submitted by email at [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by the solicitation advertising portals identified on Page 1 to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of the Submittal.

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

## 9. BUDGET ESTIMATE

The District's estimate for the scope of work is \$1,490,200.

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

## 10. MINIMUM QUALIFICATIONS

Respondent must use and complete the "Qualification" forms (General, Similar Projects, and Client References) provided in these documents toward documenting its minimum qualifications. If Respondent fails to include these forms and the documentation requested below, Respondent's Submittal may be considered non-responsive.

- a. Respondent (or a combination of the firm, individual, or project manager assigned to the work) or Respondent's subconsultant must have successfully completed at least one regional FloodWise (previously Real-Time Flood Forecasting) model using StormWise (previously ICPR4) within the past 10 years immediately preceding the deadline date for receipt of Submittals for this solicitation. (*Respondent must use form Qualifications – Similar Projects provided under the section "FORMS"*).
- b. Respondent (or a combination of the firm, individual, or project manager assigned to the work), or Respondent's subconsultant must have no less than five years of experience in developing StormWise-based FloodWise models immediately preceding the deadline date for receipt of Submittals for this solicitation. (*Respondent must use form Qualifications – General provided under the section "FORMS"*).
- c. Respondent AND any proposed subconsultant must provide three client references from

regional StormWise flood modeling projects completed, at least one of which involves regional FloodWise modeling in Florida. Client references for District projects are limited to one from the District. (*Respondent must use form Qualifications – Client Reference provided under the section “FORMS”*).

- d. Respondent shall provide resumes for all personnel it will assign to this Project, including the names and functions of personnel assigned, special expertise, and any certifications relevant to the work. If a District project is cited, do not request a letter from District staff. The evaluation team will use the project’s closeout documents in lieu of a letter of reference and may consult with the District project manager. (*Respondent must provide documentation of this process-provided documentation*)

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.

## **11. SIGNATURE AND CERTIFICATION REQUIREMENTS**

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

## **12. 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) Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- (g) Respondent has failed or is failing to adequately perform on any contract with the District (regardless of whether or not such performance failure has been cured), including without limitation: (1) a material breach thereof; (2) a failure to complete work in a timely manner or within the contract price when such failure is attributable to the actions or inactions of Respondent or Respondent’s



subconsultants or suppliers, which may or may not result in the District issuing a cure notice; (3) substandard quality of work, which may or may not result in a violation of a law, regulation, or building code; (4) any failure to cooperate with the District during performance of the contract; or (5) evidence of financial instability or irresponsibility, as may be indicated through notice of non-payment of claims or liens filed against Respondent's bond or the District by Respondent's subconsultants or suppliers.

- (h) Respondent has defaulted on a previous contract with the District or other public entity, which may be evidenced by a successful claim on Respondent's performance or payment bond due to the default.
- (i) The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified.
- (j) Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

### **13. REJECTION OF SUBMITTAL**

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

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

### **14. DIVERSITY OPPORTUNITY**

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

### **15. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA**

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

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

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

**16. 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 Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**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 consultant, contractor, supplier or subconsultant 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. FLORIDA SALES TAX**

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

**19. EVALUATION CRITERIA**

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

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

	<b>Criteria</b>	<b>Written Submittal Weight</b>
1	<p><b>Respondents’ and subconsultants’ capabilities to conduct work as presented in the Statement of Work.</b></p> <ul style="list-style-type: none"> <li>a) Description of the Respondent and their overall qualifications and capabilities.</li> <li>b) Description of subconsultant(s) and their overall qualifications and capabilities.</li> <li>c) “Letter of Commitment” from a principal of each subconsultant</li> <li>d) Understanding of requested services.</li> <li>e) Team organizational structure and specific names, functions, and availability of key personnel.</li> <li>f) Project management approach and capabilities.</li> <li>g) Has Respondent been certified by the state of Florida’s Office of Supplier Diversity as a woman-, veteran, or minority-owned business enterprise?</li> <li>h) Has Respondent been certified as a small business, and if so, who provided the certification?</li> <li>i) Number of employees currently employed by Respondent and its subconsultants.</li> <li>j) Recent, current and projected workloads of key personnel and what impact these workloads will have on the performance of the Work on this contract.</li> <li>k) Respondent’s technical approach for performing the Work, whether through traditional means or through novel means — the approach Respondent used to accomplish a similar project within similar project timeframe. The summary should include an outline of the steps, methods, and procedures utilized to complete projects as described in the Statement of Work. The approach should reflect previous experience and current knowledge of the specifications, and other project components used in projects such as the one described in the Statement of Work.</li> </ul>	15%
2	<p><b>Past and present experience on projects of this type.</b></p> <ul style="list-style-type: none"> <li>a) Technical qualifications and experience of key personnel in StormWise and FloodWise modeling project(s).</li> <li>b) Technical qualifications and experience of key personnel in rainfall forecast data acquisition for real time flood forecasting modeling project(s).</li> <li>c) Technical qualifications and experience of key personnel in integration of real time stage or other hydrologic data real time flood forecasting modeling project(s).</li> <li>d) Technical qualifications and experience of key personnel in hosting and maintaining FloodWise servers and web portals.</li> <li>e) Personnel resumes.</li> <li>f) Respondent’s and subconsultants project management skills and contingency procedures for successfully performing the Work in a timely and cost-effective manner within the established budget.</li> </ul>	35%

	<b>Criteria (continued)</b>	<b>Written Submittal Weight</b>
3	<b>Relevant experience and performance on FloodWise modeling projects in Florida — emphasis on projects conducted within the past five years.</b> a) Technical reports related to these specific modeling projects. b) Client contact information for these projects.	35%
4	<b>Relevant experience in constructing and calibrating regional StormWise flood models in Florida.</b> a) Technical reports related to these specific modeling projects. b) Client contact information for these projects.	15%
	<b>SUBTOTAL: Written Submittal</b>	<b>100%</b>

## 20. EVALUATION AND AWARD PROCEDURES

- (a) Submittals will be evaluated by an Evaluation Committee (Committee) based upon the criteria and weighting set forth in “EVALUATION CRITERIA.” The Committee will meet at District headquarters or another location as appropriate to discuss the Submittals and their evaluations. Each Committee member will complete an evaluation form for each Respondent, from which the overall ranking of Submittals will be compiled. Evaluation forms may be submitted at or subsequent to the Committee meeting.
- (b) Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) Fla. Stat. and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- (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) Fla. Stat. and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Submittals.
- (d) Following the evaluation process, the District will submit the final ranking to the Governing Board for approval and that competitive negotiations be instituted, except for those instances in which the authority to negotiate, approve, and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the Evaluation Committee’s final ranking.
- (e) Contract negotiations will then commence with the highest-ranked Respondents. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the other Respondents in ranked order.
- (f) If two or more submissions are equal in all respects, the Agreement will be awarded as follows:
  - (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free

Workplace Form; (2) to a Respondent whose Proposal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082 Fla. Stat.; or (3) by lot.

- (g) The Agreement will be awarded to the highest-ranked Respondent, which successfully concludes negotiations with the District (the “Successful Respondent”). The Agreement may be modified based on the District’s acceptance of any alternatives listed in this solicitation that the District deems in its best interest.
- (h) The District reserves the right to award the Agreement to the next highest-ranked Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- (i) All Respondents will be notified of the District’s intent to award or decision to award the Agreement. For the purpose of filing a proposal protest under §120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

## **21. 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 Submittal. Respondent may be permitted to withdraw its Technical Proposal no later than 72 hours after the Submittal opening for good cause, as determined by the District in its sole judgment and discretion.

## **22. EXECUTION OF AGREEMENT**

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

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

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

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

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

## **23. NOTICES AND SERVICES THEREOF**

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on the solicitation advertising portals identified on Page 1 and same may also be accessed through the District’s website at [sjrwmd.com](http://sjrwmd.com).

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

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

## **24. PROTEST PROCEDURES**

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

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

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

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

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [sjrwm.com](http://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 Submittal

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Submittal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this submittal or in the Agreement to be entered into; that this Submittal is made without connection with any other person, company, or parties 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 SUBCONSULTANTS

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

Respondent must submit with its Submittal a list of all known subconsultants 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 subconsultants identified with the Submittal.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

6. Name and address of subconsultant: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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



CERTIFICATE AS TO CORPORATION

Include this form in the Submittal

The below Corporation is organized under the laws of the state of \_\_\_\_\_; is authorized by law to respond to this solicitation 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.

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

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 Submittal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_ the Respondent that has submitted the attached 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, technical proposal, or price proposal in connection with the Agreement for which the attached submittal, technical proposal, and price proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached submittal, technical proposal, and price proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

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: \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the Submittal

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

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

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

Number of years Respondent has been engaged in business under its present consultant/trade name: \_\_\_\_\_

Total number of years Respondent has experience with similar projects (no less than 5 years of experience in developing Stormwise based floodwise models) as described in the INSTRUCTIONS TO RESPONDENTS: MINIMUM QUALIFICATIONS: \_\_\_\_\_

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

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

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

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

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

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

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the Submittal

Respondent or Respondent's subconsultant must have successfully completed at least one regional FloodWise (previously RTFF) model using StormWise (previously ICPR4) within the past 10 years immediately preceding the date for receipt of Submittals for this solicitation.

**Completed Similar Project:**

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)

Project completed by (select one): Respondent:  Subconsultant:  \_\_\_\_\_

Name(s) of key personnel:

Project Manager: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the Submittal

Respondent AND any proposed subconsultants must provide three client references from regional StormWise flood modeling projects completed, at least one of which involves regional FloodWise modeling in Florida. Client references for District projects are limited to one from the District.

**RESPONDENT Client Reference 1:**

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency/Company address: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**RESPONDENT Client Reference 2:**

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency/Company address: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**RESPONDENT Client Reference 3:**

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency/Company address: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

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**RESPONDENT'S SUBCONSULTANT Client Reference 1:**

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency/Company address: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**RESPONDENT'S SUBCONSULTANT Client Reference 2:**

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency/Company address: \_\_\_\_\_

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

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

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

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

Project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**RESPONDENT'S SUBCONSULTANT Client Reference 3:**

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency/Company address: \_\_\_\_\_

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

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

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

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

Project start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie.

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

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
  - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
  - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. 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 subparagraph 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 — REAL-TIME FLOOD FORECASTING RESILIENCY  
MODEL – UPPER ST. JOHNS RIVER BASIN (USJRB) AND MIDDLE ST. JOHNS RIVER BASIN  
(MSJRB)

Your reasons for not responding to this Request for Qualifications 40170 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 responses. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Respondent (Firm Name) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_ Telephone Number \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

**DRAFT AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR THE  
REAL-TIME FLOOD FORECASTING RESILIENCY MODEL – UPPER ST. JOHNS RIVER  
BASIN (USJRB) AND MIDDLE ST. JOHNS RIVER BASIN (MSJRB)**

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 Request for Qualifications (RFQ) 40170, Real-Time Flood Forecasting Resiliency Model – Upper St. Johns River Basin and Middle St. Johns River Basin (the “Work”). In accordance with RFQ 40170, Consultant shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (a) advertisement for bids, proposals, or qualifications; (b) Instructions to Respondents; (c) addenda; certifications, and affidavits; (d) bid, proposal, or submittals; (e) Agreement, including the Statement of Work; and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment or exhibit hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items a-d). The parties hereby agree to the following terms and conditions.

**1. TERM**

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

**2. DELIVERABLES**

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

Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

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

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

**4. FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Consultant \$\_\_\_\_\_ (the “Total Compensation”). The parties may agree in writing to re-allocate funding from the amounts described below.

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

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation. Funding is further subject to District receipt of Grant monies from FDEP.

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

**5. PAYMENT OF INVOICES**

- (a) Consultant shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Consultant shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement for Work completed, submittal of an invoice as

of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Consultant shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Consultant shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.

- (c) **Final Invoice.** The final invoice must be submitted no later than 20 business days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Consultant must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
  - (d) All invoices shall include the following information: (1) District contract number; (2) Consultant's name and address (include remit address, if necessary); (3) Consultant's invoice number and date of invoice; (4) District Project Manager; (5) Consultant's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work); and (7) Progress Report (if required). Consultant should not include its FEIN or social security number (as applicable) on the invoice. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 20 business days of receipt of the invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
  - (e) **Travel expenses.** This Agreement does not include separate payment for travel expenses.
  - (f) **Payment.** Absent exceptional circumstances, Consultant is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment. The District shall pay Consultant 100% of each approved invoice.
  - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to subconsultants or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Consultant; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- 6. 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.
- 7. 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.

**8. 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.

**9. PROJECT MANAGEMENT PERSONNEL**

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

DISTRICT

Yanfeng Zhang, Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street, Palatka, Florida 32177-2571  
 Phone: (386) 329-4163  
 Email: [YZhang@sjrwmd.com](mailto:YZhang@sjrwmd.com)

CONSULTANT

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

- (b) The District’s Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Consultant shall provide efficient supervision of the Work, using its best skill and attention. If the District produces documented evidence and informs Consultant that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District’s instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement.
- (d) Consultant shall maintain an adequate and competent professional staff. Consultant’s employees, subconsultants, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.

**10. 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 arising from or caused by Consultant, its employees or subconsultants, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties that 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 Agreement.

## 11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

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

## 12. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Consultant shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Consultant: (1) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (2) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (3) war, (4) flood, (5) earthquake, (6) fire, (7) severe wind storm, (8) acts of public disturbance, (9) quarantine restrictions, (10) epidemics or pandemics, (11) strikes, (12) freight embargoes, or (13) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Consultant shall not be compensated for delays caused by Consultant’s inefficiency, rework made necessary by Consultant’s error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Consultant shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

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

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

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

**(b) Change Orders**

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

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

**14. TERMINATION AND SUSPENSION**

- (a) District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Consultant’s: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subconsultants, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Consultant with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of

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

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



accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**15. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**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.

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

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

**SUBCONSULTANT:** Those persons having a direct contract with Consultant relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material. When used in a bid, proposal, or this agreement, the word "Subconsultant" means the same as the word "Subcontractor."

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

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

**16. ASSIGNMENT AND SUBCONTRACTS**

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

**17. 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.

**18. 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.

**19. CONTINGENT 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.

**20. COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Consultant and any subconsultant understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**21. 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 contractor 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 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 upon proper execution or results of 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 Consultant's Work, except as to defects which may develop in the other consultants' work after execution of the Consultant's Work.

## **22. 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.

## **23. DISPUTE RESOLUTION**

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

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

## **25. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

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

## **26. EMPLOYMENT ELIGIBILITY.**

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

## 27. FLORIDA SINGLE AUDIT ACT

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

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

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

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

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

**28. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.**

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (a) venue for any state proceedings shall be in Putnam County (b) venue for any federal legal proceedings shall be in Orange County; (c) each party shall bear its own attorney's fees, including appeals; (d) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

**29. INTEREST IN THE BUSINESS OF CONSULTANT; NON-LOBBYING.** Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

**30. 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: (a) providing Workers' Compensation coverage for employees as required by law; (b) hiring employees or subconsultants necessary to perform the Work; (c) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (d) payment of all federal, state and local taxes, income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security)

taxes; (e) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (f) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (g) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Consultant's duties hereunder or alter Consultant's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

### **31. INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**

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

- (2) If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Consultant shall give the District's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Project Manager, Consultant's Project Manager shall supply the District's Project Manager with 72-hours prior notice of such inspection. Inspections by the District's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the District's Project Manager, it shall, if required by the District, be uncovered for examination at Consultant's expense.
- (f) **Rejection of Work and Materials.** Consultant shall promptly notify the District of any defective material and shall not incorporate such material into the Work. The District may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. If the District deems any portion of the Work unsatisfactory, Consultant shall rework those areas so that the total Work is completed in a manner satisfactory to the District. If disputed, Contract may submit a Change Order, subject to the dispute resolution procedure.
- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Consultant to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Consultant shall conform to such order. If Consultant maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Consultant to incur excessive costs or delays, Consultant may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Consultant of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Consultant desires the District to consider an item for substitution, Consultant shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Consultant in writing of its acceptance or rejection. In all cases, new material shall be used. Consultant shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
- 32. 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.
- 33. PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Consultant shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. Consultant shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. For out-of-state consultants, Consultant warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:



- (a) Consultant and its subconsultants shall procure all permits, including those required by the county or municipality wherein the Work is located, and submit a copy of the license used to pull each permit.
- (b) Consultant shall:
  - (1) give to the proper authorities all required notices relative to the Work;
  - (2) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Consultant's responsibility;
  - (3) furnish any bonds, security, or deposits required to permit performance of the Work;
  - (4) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
  - (5) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

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

### **35. PUBLIC RECORDS**

- (a) Consultant is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Consultant for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Consultant, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Consultant shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Consultant shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Consultant shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Consultant meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

- (1) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Consultant of the request, and Consultant must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Consultant fails to provide the public records to the District within a reasonable time, Consultant may be subject to penalties under s. 119.10, Fla. Stat.
- (2) Upon request from the District's custodian of public records, Consultant shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- (3) Consultant shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to the District.
- (4) Upon completion of the Agreement, Consultant shall transfer, at no cost to District, all public records in possession of Consultant or keep and maintain public records required by the District to perform the services under this Agreement. If Consultant transfers all public records to the District upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

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

**36. 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.

**37. REMEDIES FOR NON-PERFORMANCE**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Consultant to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure

by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.

- (b) **Consultant Correction of Deficiencies.** The District shall provide Consultant with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Consultant disputes that a failure of performance has occurred, Consultant shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Consultant shall bear the cost of correcting all work of other consultants that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Consultant to correct incomplete or damaged Work caused by Consultant's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work. If the District is performing a function that Consultant is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Consultant that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Consultant shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

**38. ROYALTIES AND PATENTS.** Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Consultant obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

**39. 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 where Consultant is performing the Work. Consultant shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Consultant shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Consultant nor its subconsultants shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or illegal drugs, on or from the Premises or adjacent property, except as authorized by law. Consultant employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Consultant

shall ensure that only authorized personnel are allowed on the Premises and shall post notices warning both employees and the public of all safety hazards created by Consultant.

- 40. SCRUTINIZED COMPANIES CERTIFICATION.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification; or if Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors 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 Terrorism Sectors List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 41. 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.
- 42. USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, 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.
- 43. WARRANTY**
- (a) Consultant warrants that the Work, workmanship, and material furnished by Consultant shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Consultant shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Consultant's responsibility. Upon written notification of a breach, Consultant shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Consultant shall be afforded necessary and reasonable access to perform warranty work. If Consultant fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Consultant shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

(c) Refer to the Technical Specifications for additional information and requirements relating to warranty. In the event of a discrepancy regarding warranty between this Agreement and the Technical Specifications, the language in this Agreement shall govern.

**44. WORK SCHEDULE.** For construction or other services at the project site, no Work shall be accomplished on official holidays or weekends unless approved in advance by 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: \_\_\_\_\_

Attachments:

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

## ATTACHMENT A — STATEMENT OF WORK

REAL-TIME FLOOD FORECASTING RESILIENCY MODEL – UPPER ST. JOHNS RIVER BASIN  
(USJRB) AND MIDDLE ST. JOHNS RIVER BASIN (MSJRB)**I. Introduction**

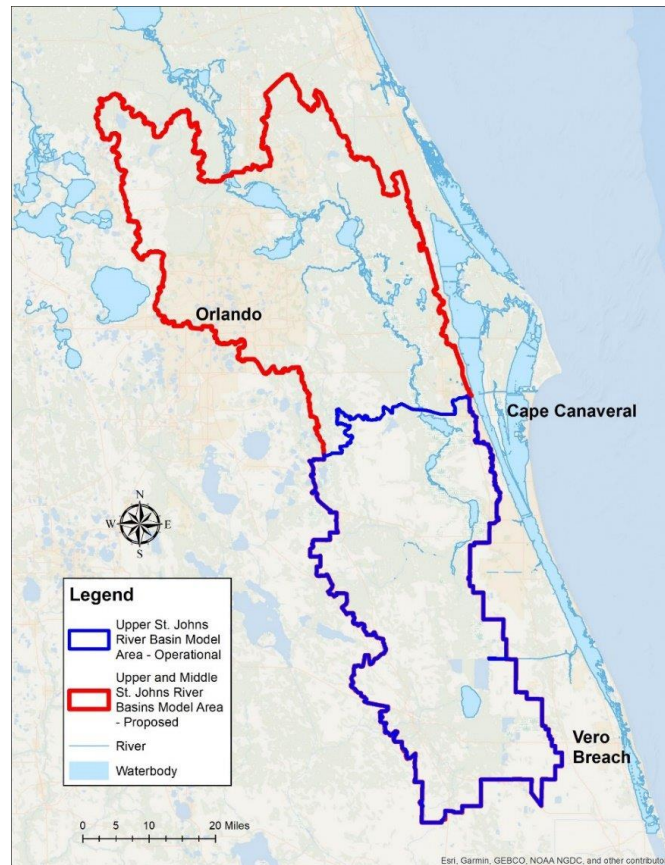
The intensity and duration of North Atlantic hurricanes have increased since the 1980s. Recently, Hurricanes Matthew (2016), Irma (2017), and Ian (2022) were all major disasters that impacted the St. Johns River Water Management District (District), leading to extensive flooding. As the frequency and severity of these storms continue to escalate, the importance of robust flood forecasting capabilities becomes increasingly evident.

In response to this challenge, the District has embarked on an initiative to develop a Real Time Flood Forecasting Resiliency (RTFF) Model covering the entire St. Johns River Basin. This endeavor seeks to leverage advanced modeling techniques to provide decision-makers with timely and accurate forecast data, enabling swift emergency responses and minimizing the potential impacts of future flood events.

The model development started in 2019 with an initial focus on the Upper St. Johns River Basin (USJRB). It was constructed using the StormWise (previously ICPR4)-based FloodWise (previously RTFF) model. The model domain covers a significant portion of the USJRB from the St. Johns River headwater to Lake Poinsett (Figure 1). Operational since 2021, this FloodWise model has been providing vital stage and flow forecasting data across its model domain.

Building upon this foundation, the District now aims to expand this FloodWise model into a comprehensive regional flood forecasting model, covering the entirety of the Upper and Middle St. Johns River Basins (Figure 1). The model will provide real-time forecasts up to 10 days in advance for flows and stages at both regional and neighborhood scales.

Figure 1. Proposed Upper and Middle St. Johns River Basins Model Area



## II. Objective

This project aims to enhance flood forecasting and resilience across the 2,900 sq. mi. region of the Upper and Middle St. Johns River Basins. Building upon an operational Upper St. Johns River Basin FloodWise model that presently provides vital forecasting data across a significant portion of the USJRB, this project will expand the existing model and create a comprehensive regional flood forecasting model, encompassing the entirety of the Upper and Middle St. Johns River Basins.

The model will provide real-time forecasts up to 10 days in advance for flows and stages at both regional and neighborhood scales. These outputs will be readily accessible to local and regional authorities via a web portal and text messages to facilitate their emergency response. The model will also serve as a tool for conducting comprehensive assessments of local and regional flood risks, aiding in the identification of high-risk areas and vulnerabilities in both infrastructure and communities across the study area.

## III. Scope

The Consultant will develop a FloodWise model of the Upper and Middle St. Johns River Basins using the latest version of the StormWise software. The model will be used to provide real-time forecasts of stages and flows up to 10 days in advance within the model domain.

#### **IV. Task Identification**

The Consultant will perform the following tasks to accomplish this scope of work:

##### **A. Upper and Middle St. Johns River Basins FloodWise Model Setup**

The Consultant shall collect all relevant data from the District, counties and municipalities within the study area, and other publicly available data sources for model setup. The data shall include, but is not limited to, the following items:

- Hydrologic data, including rainfall, stage, and flow
- Geospatial data, including land cover, soils, and topography
- Stormwater control structures
- Roads and bridges
- Surveys
- Finished floor elevations
- High-water marks
- Existing flood studies

The Consultant shall determine adequacy of the collected data to meet model requirements, identify data gaps and make recommendations to address deficiencies.

The Consultant shall come to an agreement with the District on the approach for model setup. The model setup approach should specify the methods for determining, at minimum, the following model elements and processes:

- Forcing data
- Model domain
- Subwatershed delineation
- Node-link network
- 2-D areas
- Infiltration
- Surface runoff
- Groundwater
- Boundary conditions

The level of detail in representing the drainage features in the model is expected to be similar to that of the regional stormwater models from Orange, Seminole, Brevard, and Volusia Counties used for the counties' stormwater masterplans.

The Consultant shall incorporate the existing Upper St. Johns River Basin StormWise-based FloodWise model, other existing RTFF models if available, and the latest regional stormwater models within the study area. The current Upper St. Johns River Basin StormWise model has a basic representation of drainage features in the tributary areas to the Upper St. Johns River. The Consultant shall expand the model link and node network in these areas to facilitate a more precise simulation of potential flooding in residential zones, critical infrastructure, and evacuation routes.

Given the size and complexity of the FloodWise model, it may have a high computational demand. The District expects the runtime for a 10-day forecast simulation, with a hurricane event in this 10-day forecast window, to ideally be less than 6 hours and no more than 12 hours. Therefore, the



Consultant is expected to address strategies for optimizing computational efficiency in the model setup plan. This optimization may involve dividing the model into multiple smaller models, or employing other innovative approaches, to expedite model computation time.

After the District's approval of the model setup approach, the Consultant shall set up a FloodWise model.

The Consultant shall implement features in the FloodWise model to automatically assimilate the real-time observed water levels at major water bodies and the real-time operational data from the District's major water control structures.

The Consultant shall implement features in the FloodWise model to provide forecasting results through a web portal and notifications through text messages. The Consultant is responsible for setting up the project web portal and text message functions. The web portal should feature a Geographic Information System (GIS)-based map application, enabling users to navigate to various model nodes and display forecast results. The FloodWise model forecast results should be accessible from the web portal with minimal delay. Moreover, the web portal should provide users with the capability to download forecasting results.

*Deliverables:* The Consultant shall provide:

1. A draft Technical Memorandum (TM) that summarizes the data collection, data processing, and model setup approach. The TM should also include discussions about the adequacy of the existing data for model development and make recommendations to address any inadequacies. The District will provide one set of review comments within two weeks of receiving this draft TM.
2. A final TM of the data collection and model setup approach after addressing the District's comments.
3. A draft TM describing the model setup and results. The TM should also include a demonstration of real-time data acquisition of water levels and gate openings. The District will provide one set of review comments within three weeks of receiving this draft TM.
4. All StormWise model files and associated pre- and post-processing datasets.
5. A final TM of the model setup after addressing the District's comments.

## **B. Incorporation of Flood Risk Points**

The Consultant shall assign a critical flooding elevation to each model node in the FloodWise model. The critical flooding elevation could be determined based on the top elevations of stream channel banks, road crown elevations, finished floor elevations of houses, flood control regulation levels, or other relevant elevations. The flood warning and alert elevations should be specified for each node based on its critical flooding elevation with a prescribed freeboard. The Consultant shall come to an agreement with the District on the method for determining the critical flooding, flood warning, and flood alert elevations.

The Consultant shall coordinate with the District and counties and municipalities in the Upper and Middle St. Johns River Basins to identify high flood risk areas and pinpoint specific flood risk points within these identified high flood risk areas. This coordination may take various forms, such as meetings, emails, or calls with the District's or local authorities' staff. High flood risk areas should encompass locations featuring critical infrastructure, evacuation routes, low-lying residential areas, and other flood-prone zones identified by the District or local authorities.

The Consultant shall implement features on the project web portal to display the flooding status of the identified flood risk points. This flooding status could be indicated by categorizing whether the water level is below the warning level, above the warning level, or above the alert level at a flood risk point. Additionally, the Consultant shall implement features in the model to automatically send out text messages to a list of phone numbers provided by the District when water surface elevations at the identified flood risk points exceed either the warning elevations or the alert elevations. These messages must adhere to the text format specified by the District.

*Deliverables:* The Consultant shall provide:

1. A draft Technical Memorandum (TM) that summarizes the incorporation of flood warning elevations, flood alert elevations, high flood risk areas, and flood risk points. The TM should also include a demonstration of real-time notifications of flood warnings and alerts for flood risk points. The District will provide one set of review comments within two weeks of receiving this draft TM.
2. A final TM after addressing the District's comments.

### **C. Model Calibration, Validation, and Testing**

The Consultant shall provide a TM describing the proposed approach for model calibration and verification for the District's review and approval. The approach will include calibration and validation sites, performance criteria, methods, and model parameters to be adjusted. It is anticipated that the model will be calibrated using Hurricane Ian and validated using Hurricane Irma. The NEXRAD rainfall data should be used for model calibration and validation.

After the District's approval of the approach, the Consultant will carry out the model calibration and validation.

The Consultant shall perform a live testing of the calibrated and validated model to demonstrate the model is ready for deployment. The live testing should include the demonstration of the following items for a period of at least 7 days:

- Automatically acquiring and processing forecast forcing data
- Model producing at least one 10-day forecast run per day
- Continuous forecasting over the testing period without errors and interruptions
- Functioning project web portal
- Functioning flood warning and alert notifications via text messages

*Deliverables:* The Consultant shall provide:

1. A draft Technical Memorandum (TM) that summarizes the model calibration and validation approach. The District will provide one set of review comments within two weeks of receiving this draft TM.
2. A final TM of the model calibration and validation approach.
3. A draft TM that summarizes model calibration, validation, and testing results. The District will provide one set of review comments within four weeks of receiving this draft TM.
4. All StormWise model files and associated pre- and post-processing datasets.
5. A final TM of the model calibration, validation, and testing results.

**D. FloodWise Model Deployment, Maintenance, Forecast Accuracy Evaluation, and Training**

The FloodWise system will be deployed on the Consultant's server for a period of 18 months. This task includes all license fees associated with the FloodWise system, maintaining the project web portal and text message functions, computational costs, and normal O&M associated with operating system and hardware updates such as restarting simulations due to routine computer maintenance and downtime.

The Consultant shall evaluate the forecast accuracy of the FloodWise system at a list of up to 20 stations provided by the District throughout the deployment period. It is anticipated that the evaluation will focus on the accuracy of the 10-, 3-, 1-day ahead forecasting stages by comparing them with the observed stages at the evaluation stations.

The Consultant shall conduct a 3-day on-site training session for no more than 10 District staff members on the development and deployment of the FloodWise system. This training aims to prepare the District for assuming the operations of the FloodWise system on the District's computers upon project completion.

*Deliverables:* The Consultant shall provide:

1. Deployment and maintenance of the FloodWise model on the Consultant's server for 18 months.
2. A draft Technical Memorandum (TM) that summarizes the forecast accuracy results at the selected stations. The District will provide one set of review comments within three weeks of receiving this draft TM.
3. A final TM of the forecast accuracy evaluation.
4. A 3-day on-site training session.

**E. Coordination and Data Sharing with the Florida Flood Hub**

The District will coordinate with the Florida Flood Hub on sharing the data and model results. It is anticipated that the Florida Flood Hub will develop a common protocol for exchanging both static (physical data associated with urban drainage infrastructure and natural waterways, lakes, etc.) and dynamic data (real-time flood forecasting stages and flows). If deemed necessary, the District may request the Consultant's participation in up to five coordination meetings via teleconference. These meetings will aim to share project experiences with the Florida Flood Hub and aid in the development of the common protocol. Additionally, if necessary, the District may request the Consultant to provide project data to the Florida Flood Hub.

*Deliverables:* The Consultant shall provide:

1. Meeting minutes documenting the proceedings and action items of the coordination meetings attended as per the District's request.
2. Status reports documenting the data provided to the Florida Flood Hub as per the District's request.

**V. Time Frames and Deliverables**

The project kickoff meeting is expected to occur in September 2024, with the project concluding on 8/31/2027.

Task	Expected Completion Date	Deliverables
A. Upper and Middle St. Johns River Basins FloodWise Model Setup	A.1: 2/10/2025 A.2: 2/28/2025 A.3: 7/31/2025 A.4: 7/31/2025 A.5: 8/31/2025	1. Draft data collection and model setup approach technical memorandum. 2. Final data collection and modeling approach technical memorandum. 3. Draft model setup technical memorandum 4. StormWise Model files 5. Final model setup technical memorandum
B. Incorporation of Flood Risk Points	B.1: 10/10/2025 B.2: 10/31/2025	1. Draft technical memorandum 2. Final technical memorandum
C. Calibration, Validation, and Testing	C.1: 11/20/2025 C.2: 12/10/2025 C.3: 1/31/2026 C.4: 1/31/2026 C.5: 2/28/2026	1. Draft technical memorandum of calibration and validation approach 2. Final technical memorandum of calibration and validation approach 3. Draft technical memorandum of calibration, validation, and testing results 4. StormWise model files 5. Final technical memorandum of calibration, validation, and testing results
D. FloodWise Model Deployment, Maintenance, Forecast Accuracy Evaluation, and Training	D.1: 8/30/2027 D.2: 8/30/2027 D.3: 8/30/2027 D.4: 8/30/2027	1. Deployment and maintenance of the FloodWise model 2. Draft forecast accuracy evaluation technical memorandum 3. Final forecast accuracy evaluation technical memorandum 4. 3-day on-site training
E. Coordination and Data Sharing with the Florida Flood Hub	E.1: 8/31/2027 E.2: 8/31/2027	1. Meeting minutes 2. Status reports

**VI. Budget**

This contract is for a not to exceed amount of \$1,490,200.

## 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 Insureds. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District 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. Consultant is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) perils generally known as **XCU** (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril, (3) products and completed operations, (4) independent consultants, and (5) property in the care, control, or custody of Consultant. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (e) **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: Yanfeng Zhang, Project Manager

CONTRACT NUMBER: 40170

CONTRACT TITLE: REAL-TIME FLOOD FORECASTING RESILIENCY MODEL – UPPER ST. JOHNS RIVER BASIN (USJRB) AND MIDDLE ST. JOHNS RIVER BASIN (MSJRB)

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: \_\_\_\_\_  
Yanfeng Zhang, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
LaDonna Johnson, Procurement Specialist

c: Contract file  
Financial Services

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

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

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

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

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>