



# St. Johns River

## Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500  
On the internet at [www.sjrwmd.com](http://www.sjrwmd.com).

February 25, 2020

Interested Firms

Re: Quote/Qualifications Request, 35445 – Lake Jesup: In-Lake Phosphorus Reduction - Phosphorus Technology Update and Evaluation

The St. Johns River Water Management District (District) desires to conduct a review of new phosphorus reduction methods and their cost-effectiveness to reduce or eliminate sediment flux of phosphorus (P) or permanently sequester sediment P in Lake Jesup. Biological, chemical and/or physical processes may be considered to achieve P removal. All processes will be evaluated for their cost per pound of P removed, proven performance in similar natural systems and the overall removal anticipated from Lake Jesup.

The scope of work for this agreement includes two primary work elements to identify and determine the effectiveness of a suite of treatment amendments to remove water column P or permanently sequester sediment P. The first element of this work includes an update to the P technologies Request for Information (RFI) conducted in 2016 by the District and in 2019 by the Florida Department of Environmental Protection (FDEP). The second element includes a laboratory bench-scale testing of a treatment suite, developed in the first element, to reduce water column nutrient concentrations from internal loading via the reduction of nutrient flux within Lake Jesup sediments.

If you are interested in this project, email your submittal as an attachment in PDF format, **before 2:00 p.m. on March 18, 2020**. The email must be addressed to Carol Miller at [cmiller@sjrwmd.com](mailto:cmiller@sjrwmd.com). Receipt will be acknowledged by 2:30 p.m. The subject line in the email must read **Quote Request 35445**.

The Evaluation Committee will meet at District Headquarters in Palatka on Tuesday, March 24, 2020, at 2:00 p.m. The estimated budget for this work is \$50,000.

If you need assistance or have any questions about submitting your quote, please email or call Carol Miller at [cmiller@sjrwmd.com](mailto:cmiller@sjrwmd.com) or 386-329-4170, respectively. Between the release of this quote/qualifications request and the posting of the notice of intended decision, Respondents to this quote/qualifications request or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

This letter is forwarded to you as an offer to provide a submittal based on the information and requirements provided herein, including the technical requirements stated in the attached Statement of Work (SOW) (Attachment A). Insurance requirements are provided in Attachment B. Sample agreement is Attachment C.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2023). Respondent shall

provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

### 1. Opening of Submittals

- a. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed submittals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of submittals, whichever is earlier. This exemption is not waived by the public opening of submittals.
- b. Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted 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.
- c. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request, and the subsequent evaluation phase. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome of the qualification process.

### 2. Inquiries and Addenda

District staff are not authorized to orally interpret the meaning of the Quote Request package, 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 Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures. Every request for a written interpretation or correction must be received at least nine days prior to opening of submittals in order to be considered. Requests must be submitted by email to [cmiller@sjrwmd.com](mailto:cmiller@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.

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

### 3. Evaluation and Award Procedures

- a. The submittals will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in "Evaluation Criteria." The committee members will meet at District headquarters to discuss the submittals and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of submittals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides

- notice of an intended decision or until 30 days after opening the 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, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all submittals.
  - d. The District will examine the submittals to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
  - e. The Committee will meet to evaluate and rank the submittals in the location(s), time(s) and date(s), stated at the beginning of this Quote Request package.
  - f. Following the evaluation process, contract negotiations will commence with the Respondent submitting the highest-ranked quote/qualifications. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.
  - g. The Agreement will be awarded to the Respondent having the highest ranked submittal, which successfully concludes negotiations with the District (the “Successful Respondent” or “Provider”). The Agreement may be modified based on the District’s acceptance of any alternatives listed in the quote/qualifications that the District deems in its best interest.
  - h. If two or more submittals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.
  - i. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
  - j. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in “Notices and Services Thereof.”
4. Disqualification of Respondents
- Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Quote:
- a. Contacting a District employee or officer other than Carol Miller, the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
  - b. Submission of more than one quote/qualifications response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
  - c. Evidence of collusion among Respondents;
  - d. Submission of materially false information with the submittal;
  - e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
  - f. Respondent is failing to adequately perform on any existing contract with the District;
  - g. Respondent has defaulted on a previous contract with the District;

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

#### 5. Rejection of Quote

- a. Submittals must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely submittals will not be considered. Submittals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate submittals, or other material irregularities. The District may consider incomplete any submittal not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid submittal.
- b. The District also reserves the right to reject any and all submittals when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

#### 6. Diversity

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

#### 7. Public Entity Crimes/Discriminatory Vendors

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

#### 8. Notices and Services Thereof

- a. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*. Onvia DemandStar may also be accessed through the District's website at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.
- b. Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

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

#### 9. Protest Procedures

- a. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
- b. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §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 estimated contract amount.
- c. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

#### 10. Minimum Qualifications

Respondent must use the "Qualification" forms (General, Similar Projects, and Client References) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the submittal may be considered non-responsive. If form is not applicable, Respondent must provide appropriate documentation.

- a. The project team should include a limnologist/biogeochemist with an advanced degree. Experience working with highly eutrophic aquatic systems related to P sediment flux will be ranked higher. (Respondent-provided documentation, resumes - no District form is provided for this information; label and include under Section A)
- b. Respondent must be able to transport sediment core samples to the Laboratory within a 12-hour period. (Respondent-provided documentation - no District form is provided for this information; label and include under Section A)
- c. Respondent must provide three client references. Up to two of the client references may be from the similar projects listed in response to item d below. No more than one of the references may be from completed District projects. (Use the District Client References Form; Include under Section A).
- d. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two projects of a similar scope for each of (1) P treatment technologies assessment (refer to Task 1 - Deliverable 1 in the Statement of Work (SOW) and (2) sediment core and bench-scale assessments to document nutrient flux and evaluate treatment

amendments effectiveness in Florida. In determining which projects are most related, consider related size and complexity; data collection and laboratory analysis methods, how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related first. For each of the above two listed projects, provide the following information: location, completion date, type of services provided. (Use the District Similar Projects Form; Include under Section B).

- e. Respondent must have no less than five years of experience on projects of the nature specified above in item d.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified

## **RESPONSES**

The District invites interested parties that meet the minimum qualifications contained herein to provide submittals regarding their service offerings. Respondents must submit the items identified as District Forms. Copies of these forms are attached, beginning on Page 17. All forms shall be typed or legibly printed in ink. In addition to the District forms, the Respondent is responsible for providing evaluative documentation that it possesses the background and qualifications necessary to perform the Work. Respondents shall include all forms and information in their submittal under the sections identified below.

### **SECTION A - FIRM'S AND SUBCONTRACTOR'S CAPABILITIES TO CONDUCT WORK AS PRESENTED IN THE STATEMENT OF WORK - ATTACHMENT A**

- a) A letter of transmittal - this letter should not exceed one page in length and should briefly state Respondent's understanding of the work, its responsibilities, and be signed by an individual authorized to bind the proposing form.
- b) Certificate as to Corporation Form
- c) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications (District Form)
- d) Drug-Free Workplace Form – required only in the event of a tie (District Form)
- e) Qualifications Form — General (District Form)
- f) Qualifications Form — Client Reference (District Form)
- g) Professional Personnel - The project team should include a limnologist/biogeochemist with an advanced degree. Experience working with highly eutrophic aquatic systems related to P sediment flux will be ranked higher. (Respondent-provided documentation, including resumes - no District form is provided for this information)
- h) See requested information under Evaluation Criteria and provide documentation

### **SECTION B - PAST AND PRESENT EXPERIENCE ON PROJECTS OF THIS TYPE**

Qualifications Forms — Similar Projects (District Forms). See requested information under Evaluation Criteria and provide documentation

### **SECTION C - PROJECT MANAGEMENT**

Although, there are no forms to complete under this section, the Respondent is responsible for providing evaluative information demonstrating its Project Management skills. See requested information under Evaluation Criteria and provide documentation.

**EVALUATION CRITERIA**

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

	<b>Criteria</b>	<b>Weight</b>
1	<p><b>Firm's and subcontractor's capabilities to conduct work as presented in the State of Work - Attachment A</b></p> <ul style="list-style-type: none"> <li>a) Knowledge of subject and project area</li> <li>b) Understanding of problems, objectives and work</li> <li>c) Laboratory NELAC certified under FDOH for proposed analytical methods</li> <li>d) Possession of equipment and availability</li> <li>e) Past performance of the firm, or its subcontractors, in general and proposed key project personnel on performance of contracts of this type. Not limited to past work with the District</li> <li>f) Ability to meet District needs and perform work on or ahead of schedule</li> <li>g) Availability of staff as a percent of time dedicated to this project</li> </ul>	40%
2	<p><b>Past and present experience on projects of this type</b></p> <ul style="list-style-type: none"> <li>a) List two (2) completed P treatment technology projects where your firm, or subconsultant provided services to determine which P technology was applied and explain the process that was utilized to make that determination. Consider which projects are most related to the type of services required for this project (see Task 1 – Deliverable 1 in the SOW). In determining which projects are most related, consider size and complexity; how many members of the proposed team worked on the projects; and how recently the project was completed/started. List the projects in priority order, with the most related first. District Similar Projects form.</li> <li>b) List two (2), completed, sediment core and laboratory bench scale projects related to P sediment flux, for which your firm, or subconsultant, has provided services which are most related to the type of services required for this project. In determining which projects are most related, consider size and complexity; how many members of the proposed team worked on the projects; and how recently the project was completed/started. List the projects in priority order, with the most related first. District Similar Projects form.</li> <li>c) List experience that your firm has with conducting literature reviews and with ranking of different identified approaches to remove water column phosphorus or permanently sequester sediment phosphorus in lakes of a similar nature to Lake Jesup. In determining your response, consider what experience relates to item (a) in this criteria.</li> <li>d) For each of the above four listed projects, provide the following information: location, client contact information, final contract amount, original and actual (or projected) completion date, type of services provided, owner's contact person and telephone number, and the project manager and telephone number.</li> <li>e) Submit a brief summary (not to exceed three pages) of the approach Respondent typically uses to accomplish similar projects within similar project timeframes. The project approach summary should include an outline of the steps, methods, and procedures utilized to complete projects as described in the Statement of Work. The project 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>	50%

3	<p><b>Project Management</b></p> <p>a) Staff allocation to the project sufficient to complete project tasks on schedule</p> <p>b) Management methods to be used to manage staff time and budget for the primary and subconsultant firms</p> <p>c) Willingness and ability to meeting time/budget constraints</p>	10%
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Evaluation Rating Scale: 1 – 5:

- 5 – Exceptional .....The submission exceeds expectations, excellent probability of success in achieving all objectives – very innovative.
- 4 – Good ..... Very good probability of success. Achieves all objectives in reasonable fashion.
- 3 – Acceptable .....Has reasonable probability of success. Some objectives may not be met.
- 2 – Poor.....Falls short of expectations and has a low probability of success.
- 1 – Not acceptable .....Submission fails to meet requirements and the approach has no probability of success.
- 0 – Non Responsive.....Information/documentation provided is not adequate for evaluation.

The final selection of a Service Provider by the District will be based on the quote/qualifications which best meets the needs of the District. The District reserves the right to reject any or all Responses.



**ATTACHMENT A - STATEMENT OF WORK  
LAKE JESUP: IN-LAKE PHOSPHORUS REDUCTION  
PHOSPHORUS TECHNOLOGY UPDATE AND EVALUATION**

**I. INTRODUCTION/BACKGROUND**

St. Johns River Water Management District (District) and the Florida Department of Environmental Protection (FDEP) are investigating the effectiveness of in-lake treatment technologies for sediments to decrease water column concentration of total phosphorus (P). The District and FDEP have independently conducted formal comprehensive Request for Information (RFI) processes to identify viable treatment technologies to reduce in-lake recycling of sediment P. From these investigations, several chemical amendments were identified to provide a rapid reduction of in-lake P concentration. Since these findings, several new technologies may have been introduced that should be included in the RFI to ensure that all potential treatment amendments are captured in the evaluation.

Lake Jesup (Lake) is one of the largest lakes in Central Florida. The Lake flows into the St. Johns River at its northeastern tip under the SR 46 Bridge in Sanford. It is a shallow warm polymictic lake with a surface area ranging from 4,047 to 6,475 hectares and an average depth of 1.3 meters. The Lake's watershed is highly urbanized and over 15 tributaries deliver both treated and untreated stormwater runoff to the Lake from much of Seminole County and parts of Orange County. The Lake is hypereutrophic and exhibits annual blooms that can result in low dissolved oxygen events, accumulation of organic matter in the soft unconsolidated sediment layer and planktonic cyanobacteria contribute to the nitrogen (N) load through N fixation.

The Middle St. Johns River Basin is a Surface Water Improvement and Management (SWIM) waterbody, and nutrient reduction projects associated with the Lake's Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP) are currently under consideration by basin stakeholders. The TMDL was developed and adopted by FDEP in 2006 for both total P and N and a Cycle 1 BMAP adopted in 2010. In 2018 the BMAP was amended as a supplement to the 2010 BMAP (FDEP, 2019). The amended BMAP included updates to loading estimates from both the watershed and in-lake sources, and updates to load reduction allocations for stakeholders. Since the approval of the Cycle 1 BMAP, many stakeholder projects have been implemented to address external nutrient loads to the Lake. However, stakeholders recognize that without remediation projects to address internal P loading associated with the Lake's sediment flux, the achievement of water quality goals will be delayed. The work associated with this project will be the first step towards addressing the in-lake reductions related to the sediment flux source for N (13,948 lbs/yr) and P (10,920 lbs/yr).

This work involves two elements that are designed to distinguish a suite of treatment technologies to be investigated during a second phase in-situ lake evaluation. The first element of this work includes an update to the P technologies RFI and the second element includes a laboratory bench-scale testing of a treatment suite, revealed in the first element, to reduce nutrient flux and internal loading from Lake sediments.

**II. OBJECTIVE**

The objective of the RFI update is to conduct a review of new P reduction methods and their cost-effectiveness to reduce or eliminate sediment flux of P or permanently sequester sediment P in the Lake. Biological, chemical and/or physical processes may be considered to achieve P removal. All processes will be evaluated for their cost per pound of P removed, proven performance in similar natural systems and the overall removal anticipated from the Lake.

The consultant will update the deliverables by reviewing and ranking the new RFI submittals. The consultant will review the list of submittals provided as a result of an RFI advertised by the District. The submittals will

be scored and ranked by the consultant using the same evaluation process that was established in 2017 (CDM, 2017). All processes will be evaluated for their cost per pound of P removed, proven performance in similar natural systems and the overall removal anticipated from the Lake.

The objective of the bench-scale assessment is to document nutrient flux and internal loading from the Lake sediments and evaluate treatment amendments designed to reduce Lake P recycling from the sediments to the water column. This work will accomplish the following: 1) calculate P flux rates from the sediment to the Lake for each intact core and amendment; 2) quantify the statistical variance of the treatments such that estimates of the range in effectiveness can be determined; 3) measure the rates of P immobilization for representative Lake sediment treatments 4) determine the changes in Lake sediment P fractions attributable to the amendment; 5) determine effective dosing rates based on each treatment functionality to reduce P and to be applied in a subsequent in-lake mesocosm study; and 6) compare the material cost and application cost of the amendments for equivalent levels of sediment P immobilization.

### III. SCOPE OF WORK

This scope of work includes two primary work elements to identify and determine the effectiveness of a suite of treatment amendments to remove water column P or permanently sequester sediment P. The first element of this work includes an update to the P technologies RFI conducted in 2016 by the District and in 2019 by FDEP and the second element includes a laboratory bench-scale testing of a treatment suite, developed in the first element, to reduce water column nutrient concentrations from internal loading via the reduction of nutrient flux within Lake sediments. The first element will investigate new treatment technologies to reduce sediment P flux, ultimately contributing to a reduction in the water column P concentration. The second element includes a laboratory bench-scale testing of the treatment suite, revealed in the first element, to determine the relationship between amendment dosing levels and characteristics of the alteration in sediment P flux.

Lake water column P concentrations from POR 2000 – 2010 range between 0.58 and 0.022 mg P/L with an average of 0.17 mg P/L. Orthophosphate ( $\text{PO}_4$ ) ions constitute between 0 and 25% of the P with a range between 0.22 and 0.0 mg P/L and an average concentration of about 0.011 mg P/L. (Brandt-Williams 2015).

The technology evaluation includes (but is not limited to) pre-treatment requirements, ability to recover and market any sequestered P, regeneration capability of the product, minimal by-product, space, other water quality changes and energy requirements. Proven performance in similar natural systems will be given preference as will the overall removal anticipated to the Lake and technology cost effectiveness (cost per pound of P removed). Proposals should specify which P fractions are targeted by their technology.

- Particulate phosphorus – quantified as TP-T – TP-D. Particulate phosphorus includes algae and non-algal organic and mineral suspended solids.
- Dissolved inorganic phosphorus – quantified as  $\text{PO}_4\text{-D}$ .
- Dissolved organic phosphorus – quantified as TP-D –  $\text{PO}_4\text{-D}$ .

Expected project removal target ranges from 1 – 2.3 MT/yr of TP.

Following the review and ranking of the RFI submittals, the top four ranked treatment amendments will be evaluated in a laboratory bench study to determine the relationship between amendment dosing levels and characteristics of the alteration in sediment P flux, as well as changes in P concentration of overlying water. Treatment amendment dosing will be performed on intact sediment cores extracted from the Lake, incubated with Lake water overlying the core. The relationship between amendment dose and overlying water P concentration will be used to predict the relative dose and costs for equivalent overlying P concentration

reduction. Cost analysis will be expressed as material cost per area (independent variable) versus water column P concentration (dependent variable).

Details of the specific scope will be finalized following negotiation with the consultant. The consultant shall have all the necessary equipment to execute the work and be prepared to begin work after the completion of the RFI with the expectation of completion by December 2020.

The following tasks are broad based categories with deliverables the District typically finds conducive to tracking progress and understanding results of the project. Consultant will use this format to define each suggested task or to recommend different tasks. Each task must have one or more clearly delineated deliverables.

#### IV. TASK IDENTIFICATION

##### **Task 1: Review Lake Jesup sediment composition and water quality data and other technical reports. Review RFI materials and rank new submittals.**

This task includes a review of 2016 RFI materials and technical reports related to the characterization of Lake water quality and bottom sediments, bathymetric, water quality and sediment data. The RFI material will inform the consultant how the 2016 review and ranking was conducted and prepare them for updating the RFI to include the new treatment amendments. The consultant will review the new amendments submitted as a result of the District advertisement. The submittals will be scored and ranked by the consultant using the same evaluation process (CDM, 2106) that was established in 2016. The new amendments will be ranked correspondingly with those amendments submitted during the 2016 RFI. The contractor shall evaluate the amendments to identify those with the greatest potential to reduce nutrient flux and internal loading from Lake sediments. The goals for these candidate method technologies are 1) to be cost-effective, and 2) to most effectively sequester sediment P at a concentration necessary to achieve the TMDL target (between 1 to 2.3 MT/yr).

This information should also provide the background for selecting sediment core locations for the bench scale analysis and overall sample design. A sufficient number of cores will be collected at each site to provide experimental control, a range of amendment dosing levels, and sacrificial cores that can be sub-sectioned for P fractionation. The submittal should clearly describe the numbers of replicates for control and dosing levels that will be applied to adequately characterize treatment statistical variance. The sediment P distribution based on the sediment survey by Cable et al. (1997) and shown in the map of Figure 1 can be used to identify Lake zones for core extraction. Sediment cores will be collected from three zones of the Lake representing a range in sediment P content. Consultant should provide a clear description of all proposed sampling methods, equipment and, the laboratory(ies) that will be performing the sediment analysis. A sampling schedule should be included describing the timeline to accomplish the work objectives for the proposed budget.

Deliverable: 1) A substantial list of treatment amendments should be generated as the result of this Task.

The consultant will include treatment methods provided as a result of the new RFI and information from the RFI previously contracted by the District in 2016. The consultant will provide a brief description of each treatment method reviewed during Task 1. The updated RFI deliverable will include the review of methods for P removal, the evaluation of promising alternatives for P removal in the Lake, and a final summary of benefits and costs of the various types of methods reviewed

Deliverable: 2) Detailed sampling plan with the number of samples and location of the sediment cores sites to be used for the sediment flux bench analysis.

## Task 2: Collection and laboratory analysis of intact sediment cores for treatment alternatives

In this task the top ranked treatment amendments, revealed in Task 1 will be evaluated in a laboratory bench study to determine the relationship between amendment dosing levels and characteristics of the alteration in sediment P flux, as determined by the changes in P concentration of overlying water. The consultant must have all the necessary equipment to undertake the field sampling and laboratory analysis as specified in the sampling plan. The general concept for the core incubation study is described in Ogdahl et al. (2014), though is not limited to this approach and reasonable and demonstrably effective alternatives can be proposed. The P fractionation categories are shown in Table 1 and are described in Meis et al. (2012). Sediments samples, representing the 0 to 10 cm surface sediments, should also be analyzed for dry weight, percent water, loss on ignition, bulk density, total organic carbon and total N (Table 2). The characteristics of the cores related to visual stratigraphy such as unconsolidated or consolidated layers, color, shell fragments, fibrous plant material, etc. should be noted and recorded in a logbook. Control and treatment cores shall be sequentially incubated under aerobic and anaerobic to assess metal oxide adsorbed P contribution under reduced redox conditions. Water column chemistry will be measured prior to dosing, and regularly thereafter throughout the experiment. At the end of the incubation, sediments from the control and amended cores will be analyzed for the categories of Table 1 to assess the reallocation of P fractionization.

Deliverable: Analytical laboratory data reports in PDF and Excel formats and sampling logbook. Including complete description of experimental setup, amendment dosing calculations, incubation duration, water column chemical concentrations over time.

Table 1. Overview of operational sediment P)fractions based on sequential sediment P-extraction procedures. (Modified from Meis et. al. 2012)

P fraction	P forms in fraction	Driver of BAP release from sediments	Likelihood of BAP release to water column
'Labile P'	Directly bioavailable P; pore water P; loosely bound or adsorbed P	Desorption; diffusion; steep concentration gradients	High
'Reductant soluble P'	P bound to Fe-hydroxides and Mn-compounds	Anoxia	High
'Organic P'	Allochthonous and autochthonous organic material; detritus	Bacterial mineralization (temperature dependent)	Medium/High
'Metal-oxide adsorbed P'	P adsorbed to metal oxides (mainly Fe, Al); P exchangeable against OH <sup>-</sup>	High pH (e.g., from high levels of photosynthetic activity in water column)	Medium/High
'Apatite bound P'	P bound to carbonates and apatite P	Low pH	Medium
'Residual P'	Refractory compounds		Low

Table 2. General Sediment Characterization Parameters and Methods

PARAMETER	METHOD/ PREPARATION	ANALYTICAL PROCEDURE	REFERENCE	SEDIMENT LAYER (cm)
Water Content	Dry sub-sample of sediment to a constant weight	70°C for 72 hours	--	0-10
Bulk Density	Wet weight of sediment divided by volume of wet sediment	--	--	0-10
Organic Content	Loss on ignition	550°C for 2 hours in muffle furnace	Håkanson & Jansson (1983)	0-10
Total N and Total Organic C	Combust fine, dried and sieved sediment	Carlo Erba CNS elemental analyzer	--	0-10

### Task 3: Data analysis and reporting

Analysis of the data should include calculations of sediment P flux rates and estimated internal loads from the sediment to the Lake. Statistical analyses of individual treatment overlying water and sediment composition mean and confidence intervals, and differences between treatments. Treatment efficiencies and removal rates should also be calculated for the amendments and to determine the most effective dosing rate. Cost analysis will compare the material cost of the amendments for equivalent levels of sediment P immobilization. Cost analysis will be expressed as a function relating material cost per area (independent variable) versus water column P concentration (dependent variable).

Deliverable: Generate a Technical Memorandum documenting project methods and results.

## V. TIME FRAMES AND DELIVERABLES

The consultant shall have all the necessary equipment to execute the work and be prepared to begin work after contract execution with the expectation of completion by December 2020. Actual deliverables for each task should be specified in the submittal and accompanied by a timetable for submission of each deliverable.



## REFERENCES

Anderson, W.T., L.J. Scinto, S. Nielsen, S. Thomas, D. Fugate and R. Corbett. 2011. Assessment of the Cycling and Compartmentalization of Nitrogen and Phosphorus in Saturated Soils, Sediments and the Water Column in Lake Jesup, Florida. St. Johns River Water Management District. Contract #25044. Miami, FL: Southeast Environmental Research Center, Florida International University.

Cable, J.E., C. L. Schelske, P. S. Hansen, W. F. Kenney and T. J. Whitmore. 1997. Sediment and Nutrient Deposition in Lake Jesup, Florida (USA). Special Publication SJ98-SP18, St. Johns River Water Management District, Palatka, FL.

CDM Smith and ESA, 2017. Lake Jesup In-Lake Phosphorus Reduction – Review of Treatment Options. Technical Memorandum, Contract #28859, St. Johns River Water Management District, Palatka, FL.

ERD, 2014. Evaluation of Physical and Chemical Characteristics of Soft Sediments in Lake Jesup. Final Report, Contract 27945, St. Johns River Water Management District, Palatka, FL.

FDEP, 2019. Lake Jesup Basin Management Action Plan Amendment. Division of Environmental Assessment and Restoration, Water Quality Restoration Program, Florida Department of Environmental Protection.

Meis, S., B. Spears, S. Maberly, M. O'Malley and R. Perkins. 2012. Sediment amendment with Phoslock in Clatto Reservoir (Dundee, UK): Investigating changes in sediment elemental composition and phosphorus Fractionation. *Journal of Environmental Management* 93: 185-193

Ogdahl, M.E., Steinman, A.D., Weinert, M.E. Laboratory-determined Phosphorus Flux from Lake Sediments as a Measure of Internal Phosphorus Loading. *J. Vis. Exp.* (85), e51617, doi:10.3791/51617.

## ATTACHMENT B — INSURANCE

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement 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.

1. **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
2. **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
3. **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.



CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of \_\_\_\_\_; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: \_\_\_\_\_

Address: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

By: \_\_\_\_\_

(Official title)

(Affix corporate seal)

Attest: \_\_\_\_\_

(Secretary)

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

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

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

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

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

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

Include this form in the response

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

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

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

- 1. I am the owner or duly authorized officer, representative, or agent of: \_\_\_\_\_ the Respondent that has submitted the attached proposal.
2. The attached proposal is genuine. It is not a collusive or sham proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

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

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

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

Notary Public, state of \_\_\_\_\_ at Large
My commission expires:

QUALIFICATIONS — GENERAL

Include this form in the response

As part of the quote/qualifications, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

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

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

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

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

Total number of years Respondent has experience in similar work as described in the Statement of Work, Attachment A. \_\_\_\_\_

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

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

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

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

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

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

QUALIFICATIONS — SIMILAR PROJECTS  
PHOSPHORUS TREATMENT TECHNOLOGY PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least 2 phosphorus treatment technology projects as described in the Statement of Work, Attachment A. (Add additional sheet for optional additional completed projects.)

**Completed Project 1:**

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

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

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

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

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

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

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

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

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

\_\_\_\_\_

**Completed Project 2:**

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

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

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

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

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

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

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

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

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

QUALIFICATIONS — SIMILAR PROJECTS  
SEDIMENT CORE AND LABORATORY BENCH SCALE PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least 2 sediment core and laboratory bench scale projects as described in the Statement of Work, Attachment A. (Add additional sheet for optional additional completed projects.)

**Completed Project 1:**

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

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

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

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

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

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

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

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

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

\_\_\_\_\_

**Completed Project 2:**

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

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

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

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

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

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

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

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

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

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent shall provide three client references, which may include the similar projects listed above. No more than one reference shall be from the District. (For similar projects listed above, simply state “Similar Project No. \_\_\_.”)

**Client Reference 1:**

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

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

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

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

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

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

\_\_\_\_\_

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

**Client Reference 2:**

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

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

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

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

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

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

\_\_\_\_\_

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

**Client Reference 3:**

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

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

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

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

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

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

\_\_\_\_\_

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

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

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

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

By: \_\_\_\_\_

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

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

**ATTACHMENT C - SAMPLE AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR  
LAKE JESUP: IN-LAKE PHOSPHORUS REDUCTION  
PHOSPHORUS TECHNOLOGY UPDATE AND EVALUATION**

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 Contract #35445, Lake Jesup: In-Lake Phosphorus Reduction - Phosphorus Technology Update and Evaluation (the "Work"). Consultant shall complete the Work in conformity with this Agreement, which consists of the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. 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. **Completion Date.** The Completion Date of this Agreement is \_\_\_\_\_, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

**2. DELIVERABLES**

- a. The Work is specified in the Statement of Work, Attachment A. 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").

#### 5. PAYMENT OF INVOICES

- a. Consultant shall submit itemized invoices on a delivery basis for the work by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, 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, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Consultant shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Consultant shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- c. **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Consultant must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- d. 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; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- e. **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Consultant and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- f. **Payments.** Absent exceptional circumstances, Consultant is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- g. **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District

from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

h. **Payments.** The District shall pay Consultant 100% of each approved invoice.

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. **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, arising from or caused by the Consultant, its employees or subcontractors, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant-employees performing under this contract.
8. **INSURANCE.** Consultant shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Consultant waives its right of recovery against the District to the extent permitted by its insurance policies. Consultant's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Consultant's obligation to provide insurance.
9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Consultant and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
10. **PROJECT MANAGEMENT PERSONNEL**
  - a. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

<u>DISTRICT</u>	Consultant
___, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
4049 Reid Street	TBD
Palatka, FL 32177-2571	TBD
Phone:	Phone: TBD
Email:	Email: TBD

- b. The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- c. Consultant shall provide efficient supervision of the Work, using its best skill and attention. Consultant shall keep, on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District's consent, unless the superintendent proves to be unsatisfactory to Consultant and/or ceases to be in its employ. The superintendent shall represent Consultant in the absence of Consultant's Project Manager. All directions given to him shall be as binding as if given to Consultant. If the District produces documented evidence and informs the Consultant that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Consultant replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- d. Consultant shall maintain an adequate and competent professional staff. Consultant's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.

## 11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

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

## 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: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (I) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or

(m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

- b. **Delay.** Consultant shall not be compensated for delays caused by Consultant's inefficiency, rework made necessary by Consultant's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten 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. AMENDMENTS; EMERGENCY CHANGES IN WORK

- a. **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
- b. **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give 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 subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Consultant with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Consultant an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take

possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Consultant shall not receive any further payment until the Work is completed by the District. Consultant shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Consultant.

- b. **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Consultant. In such event, Consultant shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Consultant shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Consultant may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- c. **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Consultant fails to comply with or is negligent in performing any provision 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**
  - i. **Stop Work.** Consultant may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Consultant or third persons; or (3) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Consultant shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
  - ii. **Termination.** Consultant may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Consultant, for a period of not less than three months; (2) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Consultant shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.

- iii. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**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 – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (and Friday), and Christmas Day.

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

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

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

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

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

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

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

**SUBCONTRACTORS:** Those persons having a direct contract with 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.

**TOTAL PROPOSAL:** The total cost to be paid to Consultant for completion of the Work.

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

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

**16. ASSIGNMENT AND SUBCONTRACTS**

- a. Consultant shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Consultant shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Consultant shall be allowed a maximum 15% markup of their subcontractor's work for oversight and management.
- b. Consultant is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Consultant is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

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

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

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

## 21. 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.

## 22. DISPUTE RESOLUTION

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

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

## 24. 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 technical specifications, Consultant shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Consultant's cost. Where the differing site conditions materially impact Consultant's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Consultant fails to provide the required notice.
- c. If Consultant in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Consultant's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Consultant shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

25. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
26. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
27. **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, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
28. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Consultant delivers to the District releases of all labor and material cost liens arising from Consultant's performance of the Work, including Consultant and any subcontractor(s), and an affidavit by Consultant stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Consultant a release or a receipt in full, Consultant may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Consultant. In the event Consultant has been fully paid or the amount of such lien exceeds the amount due to Consultant, Consultant shall refund to the District all monies that the District paid in

discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Consultant may have against the lienor.

29. **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.
30. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Consultant shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Consultant shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Consultant is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Consultant's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
31. **PUBLIC RECORDS**
- a. Consultant is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Consultant for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Consultant, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Consultant shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
  - b. Consultant shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Consultant shall keep and maintain public records required by the District to perform the services under this Agreement.
  - c. If Consultant meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
    - i. Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Consultant of the request, and the Consultant must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Consultant fails to provide the public records to the District within a reasonable time, the Consultant may be subject to penalties under s. 119.10, Fla. Stat.
    - ii. Upon request from the District's custodian of public records, Consultant shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

- iii. Consultant shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the District.
- iv. Upon completion of the Agreement, Consultant shall transfer, at no cost to District, all public records in possession of Consultant or keep and maintain public records required by the District to perform the services under this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

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

32. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Consultant's failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Consultant to correct the deficiency at its expense. If the District determines that it is not in its best interest for Consultant to correct the deficiency, 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. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. 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.
33. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Consultant has the sole and exclusive duty for the safety of the premises. Consultant shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Consultant shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Consultant nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Consultant employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Consultant shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Consultant.

34. **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.
35. **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.
36. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, 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: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director (or designee)

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

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

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

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

- Attachments:  
Attachment A — Statement of Work/Technical Specifications  
Attachment B — Insurance Requirements  
Attachment C — District’s Supplemental Instructions (sample)