

**CONTRACT DOCUMENTS AND STATEMENT OF WORK FOR
LAKE JESUP TOTAL PHOSPHORUS REMOVAL TREATMENT TECHNOLOGIES
FLOATING ISLAND PILOT PROJECT
FOR THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

PROPOSAL NUMBER 25104

**NON-MANDATORY PRE-PROPOSAL CONFERENCE
10:00 AM., TUESDAY, AUGUST 26, 2008
DISTRICT HEADQUARTERS, 4049 REID STREET, PALATKA, FLORIDA 32177**

**PROPOSAL OPENING: 2:00 P.M., FRIDAY, SEPTEMBER 12, 2008
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT HEADQUARTERS
4049 REID STREET, PALATKA, FLORIDA 32177**

**INVITATION TO SUBMIT RESPONSES TO THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

The Governing Board of the District requests that interested parties respond to the solicitation below by 2:00 p.m., Friday, September 12, 2008. Further information is available through Onvia DemandStar at www.demandstar.com (800) 711-1712, or the District's website at www.sjrwmd.com. Proposal packages may be obtained from Onvia DemandStar or the District by calling Wendy Miller at 386-329-4118 or at wmiller@sjrwmd.com.

**REQUEST FOR PROPOSALS NUMBER 25104
LAKE JESUP TOTAL PHOSPHORUS REMOVAL TREATMENT TECHNOLOGIES
FLOATING ISLAND PILOT PROJECT**

This project is to conduct an experimental pilot study using floating "island" total phosphorus treatment technology in the tributaries of Lake Jesup, located in the Middle St. Johns River Basin in Central Florida.

The estimated budget for this project is \$150,000.

**NON-MANDATORY PRE-PROPOSAL CONFERENCE
10:00 AM., TUESDAY, AUGUST 26, 2008
DISTRICT HEADQUARTERS, 4049 REID STREET, PALATKA, FLORIDA 32177**

District staff will meet at District headquarters at 10:00 a.m., Thursday, October 2, 2008, to evaluate and rank Proposals. Staff's recommendation will be presented to the Governing Board at its Tuesday, November 11, 2008, meeting.

Special accommodations for disabilities may be requested through Wendy Miller or by calling (386) 329-4450 (TDD), at least five (5) business days before the date needed.

TABLE OF CONTENTS

SECTION I - INSTRUCTIONS TO RESPONDENTS.....	1
ITEM 1. DEFINITIONS.....	1
ITEM 2. RECEIPT AND OPENING OF PROPOSALS	1
ITEM 3. DRAWINGS AND OTHER CONTRACT DOCUMENTS.....	1
ITEM 4. EXAMINATION OF CONTRACT DOCUMENTS AND WORK AREA.....	1
ITEM 5. ADDENDA - CHANGES WHILE PROPOSING	2
ITEM 6. SUBMITTAL REQUIREMENTS AND PROPOSAL ORGANIZATION.....	2
ITEM 7. SUBCONTRACTS	3
ITEM 8. DIVERSITY	3
ITEM 9. SIGNATURE AND CERTIFICATION REQUIREMENTS	3
ITEM 10. DELIVERY OF PROPOSALS.....	4
ITEM 11. QUALIFICATIONS OF RESPONDENTS - *TO SUBMIT WITH PROPOSAL*	4
ITEM 13. WITHDRAWAL OF PROPOSALS.....	5
ITEM 14. DISQUALIFICATION OF RESPONDENTS.....	5
ITEM 15. PUBLIC ENTITY CRIMES	5
ITEM 16. REJECTION OF IRREGULAR PROPOSALS.....	6
ITEM 17. EVALUATION AND AWARD PROCEDURES.....	6
ITEM 19. EXECUTION OF AGREEMENTS.....	7
ITEM 20. FAILURE TO EXECUTE AGREEMENT	7
ITEM 21. USE BY OTHER STATE OF FLORIDA GOVERNMENTAL ENTITIES	7
ITEM 22. NOTICES AND SERVICES THEREOF	8
ITEM 23. FLORIDA SALES TAX.....	8
ITEM 24. TIME OF COMPLETION.....	8
ITEM 25. PROTEST PROCEDURES	9
ITEM 26. PROJECT BUDGET	10
ITEM 27. EVALUATION OF PROPOSALS.....	10
ITEM 28. STANDARD CONTRACTUAL REQUIREMENTS	11
SECTION II - FORMS	12
SECTION III - AGREEMENT.....	41

SECTION I - INSTRUCTIONS TO RESPONDENTS

ITEM 1. DEFINITIONS

The definitions of certain terms used in these contract documents are given in EXHIBIT A - GENERAL CONDITIONS.

ITEM 2. RECEIPT AND OPENING OF PROPOSALS

The District invites sealed Proposals for the contract specified in the Advertisement. Proposals will be received, opened, and read at the time and place specified in the Request for Proposals. Respondents or their authorized agents are invited to attend. Please note that the United States Postal Service does not deliver regular mail or Express Mail to the above address. The District's experience is that Federal Express, United Parcel Service, and DHL will.

The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein, and may waive any informalities in the Proposals or reject any and all Proposals. Proposals not received within the specified date and time or at the specified location will not be considered. No Respondent may withdraw its proposal except as described in INSTRUCTIONS TO RESPONDENTS, WITHDRAWAL OF PROPOSALS.

The Florida Public Records Act, section 119.071(1)(b), Fla. Stat. as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to section 120.57(3)(a), Fla. Stat., or within ten (10) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals.

ITEM 3. DRAWINGS AND OTHER CONTRACT DOCUMENTS

The drawings and other contract documents give the location and description of the work to be done hereunder; the quantity of work for which Proposals are invited; the time in which the work must be completed (hereafter collectively referred to as "the Work"), and the date, time, and place for the receipt and opening of Proposals.

ITEM 4. EXAMINATION OF CONTRACT DOCUMENTS AND WORK AREA

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

Failure to satisfy the obligations of this paragraph will not relieve a successful Respondent of its obligation to furnish all material, equipment and labor necessary to implement the contract and complete the Work for the consideration set forth herein.

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

ITEM 5. ADDENDA - CHANGES WHILE PROPOSING

No interpretation of the meaning of the specifications or other contract documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Only the interpretation or correction given by the District in writing shall be binding. Prospective Respondents are advised that no other source is authorized to give information concerning, explaining, or interpreting contract documents. Any information obtained from an officer, agent or employee of the District or any other person shall not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

Every request for interpretation or correction should be addressed to Wendy Miller, St. Johns River Water Management District, 4049 Reid Street, Palatka, Florida 32177, and must be received at least nine (9) days prior to opening of proposals in order to be considered. Requests may be submitted by fax at (386) 329-4329 or by e-mail at wmiller@sjrwmd.com. All such interpretations and supplemental instructions will be in the form of written Addenda to the contract documents, which, if issued, will be posted by Onvia DemandStar to all prospective respondents (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of Proposals. Respondent shall acknowledge receipt of all addenda in the Proposal. If Respondent fails to acknowledge such receipt in the space provided in the Proposal form, submission of the Proposal shall constitute acknowledgment of such receipt and the Proposal will be construed as though all addenda had been received and acknowledged. Failure of the Respondent to receive any addenda shall not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda shall become part of the contract documents.

ITEM 6. SUBMITTAL REQUIREMENTS AND PROPOSAL ORGANIZATION

Respondents shall submit one (1) original and a minimum of three (3) additional copies of the proposal package. Please identify the original proposal as "ORIGINAL." In order to assist the District's review process, **each submittal package shall be bound or submitted in three-ring binders with tabbed dividers for all five Criteria** identified in the Evaluation Criteria. (i.e. Tab 1 – Background and Qualifications, Tab 2 – Personnel and References, etc. Responses can be submitted on reproduced copies of the attached forms. All blank spaces on the required documents shall be typewritten or printed in ink. All blank spaces on the proposal form shall be typed or legibly printed in ink.

Respondents shall specify the Total Project Price for the entire work described in the contract documents in figures in the appropriate spaces. All blank spaces on the proposal form shall be typed or legibly printed in ink.

The Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of the qualifications. Each section shall be evaluated separately on its own merit.

Standard brochures and specifications may be submitted as additional material, but shall not be submitted as the primary qualification data.

Note: Respondents shall familiarize themselves with the provisions of the Public Records Law, chapter 119, Fla. Stat. All information submitted to the District will become a public record subject to the provisions of the aforementioned statute.

ITEM 7. SUBCONTRACTS

Respondent shall identify all portions of the Work Respondent intends to perform through subcontractors for each subcontract exceeding ten percent (10%) of the Total Proposal Cost on the attached "Proposed Subcontractors" form. Respondent shall submit with its Proposal a list of all known subcontractors who will be paid more than ten percent (10%) of the total amount of the Proposal. Each person, company, firm, or other entity that Respondent proposes to award a subcontract must be acceptable to the District. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

ITEM 8. DIVERSITY

The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

ITEM 9. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his or her name therein and state his or her address, and the name and address of every other person interested in the Proposal as principal. If the Proposal is submitted by a firm or partnership, the name and address of each member of the firm or partnership must be stated. If the Proposal is submitted by a corporation, it must be signed by an authorized officer or agent thereof, subscribing the name of the corporation with its own name and affixing the Corporate Seal. Such officer or agent must also state the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida shall submit evidence of registration with the Secretary of State for doing business in the State of Florida. All Respondents shall certify that all persons or entities having an interest as principal in the submittal of the Proposal or in substantial performance of the Work have been identified in the proposal forms.

ITEM 10. DELIVERY OF PROPOSALS

All Proposals shall be submitted to the attention of Department of Finance and Administration in sealed envelopes with the **Proposal number and Proposal opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering.** Please note that the United States Postal Service does not deliver regular mail or Express Mail to the above address. The District's experience is that Federal Express, United Parcel Service, and DHL will. In the event you decline to submit a proposal, the District would appreciate submittal of the "No Response" form provided in the Proposal documents to describe the reason for not submitting a Proposal.

ITEM 11. QUALIFICATIONS OF RESPONDENTS - *TO SUBMIT WITH PROPOSAL*

The minimum requirements necessary to meet the qualifications for the contract to be awarded are as follows:

- a) Respondent shall have experience on projects of a similar nature (reduction of nutrients in streams and/or wetlands using biological systems, physical devices and/or chemical amendment) by the Principal Investigator (PI) assigned to the project. The PI shall have completed at least one (1) project of the nature specified in the past three (3) years. The project shall have had a project value of at least \$10,000. In addition, PI and staff shall have had experience on at least one project involving water quality sampling in accordance with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) published on their website. Respondents shall use the "Qualification Documentation" form provided in the contract documents to document the above qualifications and shall submit a copy of technical report, journal manuscript or contract with an engineering firm, government agency, or municipality indicating that the PI listed in the proposal was a PI or consultant on at least one project involving the use of wetlands or other biological system, a physical device such as a filter membrane, and/or the use of chemical amendments to reduce total phosphorus and nitrogen concentrations in surface water and/or loads in effluent. Failure to include the qualification documentation with the proposal shall be considered non-responsive.

The District shall also consider the responses provided in response to the attached Qualifications Statement, which must be completed and included with each Proposal, in evaluating the Respondent's qualifications.

Irrespective of the minimum qualifications stated above, the District may conduct such investigation 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, or the 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 and within the time period specified.

ITEM 12. WITHDRAWAL OF PROPOSALS

The Respondent may withdraw its Proposal, with no forfeiture of the Proposal guaranty, provided it submits such a written request to the District prior to the designated date and hour of Proposal opening.

The Respondent may not withdraw its Proposal after the designated date and hour of Proposal opening, except upon a showing of good cause. A Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District within its sole discretion and judgment. In such event, the District may require forfeiture of the Proposal Guaranty, if applicable.

ITEM 13. DISQUALIFICATION OF RESPONDENTS

Any of the following causes shall be considered sufficient grounds for disqualification of a Respondent and rejection of its Proposal:

- (a) Submission of more than one Proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
- (b) Evidence of collusion among Respondents;
- (c) Submission of materially false information with the Proposal;
- (d) Information gained through checking of references or other sources, which indicates that the Respondent may not successfully perform the Work;
- (e) Incomplete work for which the Respondent is committed by contract which, in the sole judgment of the District, might hinder or prevent the prompt completion of work under this contract if awarded to Respondent;
- (f) Respondent is in arrears on any existing contract with the District;
- (g) Respondent has defaulted on a previous contract with the District;
- (h) The District reserves the right to reject any Proposal if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and to complete the Work required herein in a manner acceptable to the District and within the time period specified;
- (i) Any other cause which, in the District's sole judgment and discretion, 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 performance of the Work.

If, prior to the issuance of the Proposal documents, the District considers item (f) to be applicable to any prospective Respondent, the District will attempt to notify said prospective Respondent, who will not be allowed to pick up Proposal documents or submit a Proposal for the Work. If a Proposal is submitted, the District will notify the prospective Respondent and the Proposal will not be opened.

ITEM 14. PUBLIC ENTITY CRIMES

In accordance with section 287.133(2)(a), Fla. Stat., any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not, for a period of 36 months from the date of placement on the convicted vendor list:

- (a) Submit a Proposal on a contract to provide any goods or services to the District;
- (b) Submit a Proposal on a contract with the District for the construction or repair of a public building or public work;
- (c) Submit Proposals on leases of real property to the District;
- (d) Be awarded or perform work as a contractor, supplier, subcontractor, or subconsultant under a contract with the District;
- (e) Transact business with the District in excess of the threshold amount provided in section 287.017, Fla. Stat., for Category Two.

ITEM 15. REJECTION OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals, or other material irregularities of any kind. The District reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

ITEM 16. EVALUATION AND AWARD PROCEDURES

Proposals will be evaluated by a District staff evaluation committee. The Evaluation Committee will meet at the District's Headquarters at 10:00 a.m., Tuesday, October 2, 2008, to discuss the evaluations. Following the evaluation process, contract negotiations may commence with the respondent submitting the proposal most beneficial to the District. After evaluations and/or negotiations have been completed all respondents will be notified in writing of the staff's intended recommendation to the Governing Board at the Tuesday, November 11, 2007 meeting.

- (a) Proposals will be evaluated based upon INSTRUCTIONS TO RESPONDENTS, EVALUATION OF PROPOSALS.
- (b) If two or more Proposals are equal in all respects, the contract shall be awarded as follows:
 - (a) to the Respondent that has certified compliance with chapter 287.087, Fla. Stat. (Drug-Free Workplace); if inapplicable, (b) a tie Proposal shall be awarded by lot. A "Drug-Free Workplace" form is attached to the Proposal documents. Said determination shall be conducted by the District and shall be witnessed by at least three (3) representatives of the District, and may be attended by any and all Respondents or their representatives.
- (c) THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE CONTRACT.
- (d) Upon satisfactorily determining the Successful Respondent, and unless all Proposals are rejected, a contract substantially in the form attached in Section III - Agreement, shall be awarded within sixty (60) days of the Proposal opening, unless extended by mutual agreement of the parties. All Respondents shall be notified of the District's intent to award or decision to award the contract; provided, however, that for the purpose of filing a Proposal protest under section 120.57(3), Fla. Stat., the time period shall commence as provided in INSTRUCTIONS TO RESPONDENTS, NOTICE AND SERVICES THEREOF.

ITEM 17. EXECUTION OF AGREEMENTS

Two copies of an Agreement in substantially the form of the attached Draft Agreement will be provided to the Respondent. Respondent shall execute and return both copies of the Agreement within ten (10) days of receipt, along with the following:

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

The District will not execute the Agreement until the above documents have been executed and received. The Agreement shall not be binding until executed by the District, with a copy of the fully executed Agreement delivered to Contractor. The District reserves the right to cancel the contract award without liability, except for the return of the Proposal guaranty, at any time before the Agreement has been fully executed by all parties and delivered to Contractor.

ITEM 18. FAILURE TO EXECUTE AGREEMENT

Failure upon the part of the Successful Respondent to submit the evidence required in INSTRUCTIONS TO RESPONDENTS, EXECUTION OF AGREEMENT, within the time frames established herein shall be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District shall be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

ITEM 19. USE BY OTHER STATE OF FLORIDA GOVERNMENTAL ENTITIES

Other State of Florida Governmental entities may purchase pursuant to this Agreement. Contractor may provide services described hereunder to such governmental entities at its discretion. The District shall not be considered a party to any Agreement or funding mechanism executed between any such governmental entity and Contractor pursuant to this section of the Agreement.

Eligible users of this Agreement include other water management districts, State of Florida agencies (including members of the state university system and the community college system), county, local county Boards of Public Instruction, municipalities, and other local public agencies or authorities. The general terms and conditions of this Agreement shall apply to the services procured thereby.

Funding mechanisms/work assignments must be executed in advance of work performed for another State of Florida governmental entity. The governmental entity shall utilize appropriate funding mechanisms (purchase orders, etc.) to authorize performance by

Contractor. All work performed shall be the responsibility of that governmental entity for payment.

Contract/Project Managers shall be identified for each work assignment executed between the Contractor and another governmental entity. The District's Contract/Project Manager(s) shall not be responsible for any work performed under any Agreement between another governmental entity and the Contractor.

ITEM 20. NOTICES AND SERVICES THEREOF

- (a) The District shall publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at www.demandstar.com. Onvia DemandStar may also be accessed through the District's web site at www.sjrwmd.com. In addition, the District shall post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida; Administration Building, on the date the publication is posted on Onvia DemandStar.
- (b) Notices that are posted on Onvia DemandStar shall be 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 shall be deemed received at 8:00 a.m. on the next business day following the date of posting. Notices shall be posted for a minimum of 72 hours following the time at which they are deemed received.
- (c) As an additional courtesy to Respondents, but not as a mandatory form of notice, the District shall send notices of intended agency decisions on the date of publication on Onvia DemandStar via e-mail or facsimile as provided by Respondent with its submittal. Notices sent by e-mail or facsimile shall be deemed received at 8:00 a.m. on the next business day following the date of posting on DemandStar.
- (d) The time period for filing a Notice of Protest pursuant to section 120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, shall commence at the time notices are deemed received, as provided in paragraph (b), above.

ITEM 21. FLORIDA SALES TAX

The attention of all prospective Respondents is directed to the fact that the District is exempt from payment of State of Florida sales tax pursuant to section 212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Request for Proposals is intended to remain tangible personal property and not become a part of public works owned by the District.

ITEM 22. TIME OF COMPLETION

Respondent agrees that time of completion is of the essence and that if awarded the Agreement, it shall proceed with the Work in accordance with the approved schedule and within the time period specified therein. In the event Respondent fails to complete the project within the time specified, the District shall impose liquidated damages as provided in the Agreement.

ITEM 23. PROTEST PROCEDURES

- a) Pursuant to Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within 72 hours after receipt of this solicitation. Pursuant to Rule 28-110.004, Fla. Admin. Code, the protester shall also file with the District Clerk a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the District. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.

No additional time shall be added for mailing. All filings shall be in compliance with Rule 28-106.104, Fla. Admin. Code and shall be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed in section 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 shall constitute a waiver or proceedings under chapter 120, Fla. Stat.

- b) Pursuant to 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, shall file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to Rule 28-110.004, Fla. Admin. Code, the protester shall also file with the District Clerk a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the District. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Pursuant to section 287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision shall post with the District Clerk, at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time shall be added for mailing. All filings shall be in compliance with Rule 28-106.104, Fla. Admin. Code and shall be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed in section 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 shall constitute a waiver or proceedings under chapter 120, Fla. Stat.

ITEM 24. PROJECT BUDGET

In accordance with the Florida Public Records Act, chapter 119, Fla. Stat., project budgets are a matter of public record. As a courtesy to the interested Respondents, this information is provided herewith. The estimated budget for this project is \$150,000.

Respondents are cautioned that the above amount is an estimate only, and poses no limitation on the District in the selection of the Respondent/Proposal. Respondents are further cautioned to make no assumptions about the budget estimate as it relates to the total funds available for the Work. The District retains the right to adjust the estimated budget in making the award to the Successful Respondent. Notwithstanding the foregoing, the District shall have the right to reject any and all Proposals over this estimated budget amount.

ITEM 25. EVALUATION OF PROPOSALS

Responses shall include information or documentation regarding, and will be evaluated using, the following evaluation criteria:

	CRITERIA	WEIGHT	SCORE	TOTAL
1	Background and Qualifications a) General Project Information: Discuss other information relevant to the potential success of the project. This should include facilities, personnel expertise/experience, project schedules, proposed management, interactions with other institutions, equipment, etc. b) Applications for multi-investigator projects must identify project management and the functions of each investigator in each team and describe plans to communicate and share data.	.10		
2	Personnel and References a) Resumes showing qualifications and experience of all staff assigned to contract, including contingency personnel b) Time each staff will be committed to this project c) Special expertise of personnel d) Successful similar projects in the last seven (7) years e) Peer-reviewed publications from personnel on research topics similar to that proposed	.10		
3	Project Management a) Allocation of staff b) Management method c) Identify potential sub-consultants and/or subcontractors d) Company commitment to project completion on	.05		

	schedule and within budget constraints			
4	Technical Merit a) Clarity of proposal b) Approach/Activities: Outline the research design, methods, and techniques that you intend to use in meeting the objectives in the Statement of Work c) Describe the results you expect to achieve during the project and provide a timeline. Provide a statement on processes that will be used to assure that results of the research satisfy the intended project objectives. d) Describe your system for quality control of data generation and acquisition, and how data validation and usability will be verified. e) Accuracy and completeness of proposal, all tasks thoroughly covered. f) Adequate contingency plan that covers all requirements in the Statement of Work. g) References cited should be included in an appendix.	.45		
5	Cost Effectiveness a) Breakout by Task/Deliverable b) Costs will be scored according to the following: >budget amount = 0 - Budgeted amount to 5% less = 10 >5% less to 20% less = 5 >20% less than budgeted amount = 1	.30		
	TOTAL	100		

Evaluation Rating Scale - 1 through 10:

More than adequate8 - 10
Adequate5 - 7
Less than adequate1 - 4
Not covered in proposal.....0

The final selection of a Contractor by the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT will be based on the proposal which best meets the needs of the District. The District reserves the right to reject any or all proposals.

ITEM 26. STANDARD CONTRACTUAL REQUIREMENTS

The attached Draft Agreement is representative of the Agreement the successful Respondent will be required to execute. To meet the needs of the District, this Agreement may be changed during the negotiations with the top-ranked firm.

SECTION II - FORMS
PROPOSAL FORM
PROPOSAL NUMBER 25104

Respondent:

The undersigned, as Respondent, hereby declares that the only person, persons, or entities interested in this Proposal as principal or principals, or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Proposal or in the agreement to be entered into; that this Proposal is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of the Respondent to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to the Respondent.

Respondent further declares that it has examined the contract documents and informed itself fully in regard to all conditions pertaining to the Work; it has examined the specifications for the Work and other contract documents relative thereto; it has read all of the addenda furnished prior to the opening of the Proposals, as acknowledged below; and it has satisfied itself relative to the Work to be performed.

Respondent agrees that if this Proposal is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work covered by this Proposal and other contract documents for the District by September 30, 2009, and shall furnish the required evidence of the specified insurance.

Respondent further agrees that, if it fails to complete the Work within the scheduled time as provided in the Agreement or any authorized extension thereof, then liquidated damages shall be deducted from the Total Compensation, as further set forth in the Agreement.

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

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

Date: _____

Firm name: _____

Signature: _____

This form to be included in Proposal Submittal

**COST SCHEDULE
PROPOSAL NUMBER 25104**

Proposal to be opened at 2:00 p.m., Friday, September 12, 2008

To: St. Johns River Water Management District

In accordance with the advertisement requesting Proposals for the Lake Jesup Total Phosphorus Removal Treatment Technologies Floating Island Pilot Project, subject to the terms and conditions of the contract documents, all of which so far as they relate to the Proposal are made a part thereof, the undersigned proposes to perform the specified work for the price contained in the following schedule (Fill in all blanks):

1. Lake Jesup Total Phosphorus Removal Treatment Technologies Floating Island Pilot Project

TOTAL PROPOSAL COST: \$ _____

TOTAL PROPOSAL COST IN WORDS: _____

(Provide task oriented Itemized Budget with Proposal. Please do not provide a breakout by salaries, cost of equipment or travel.)

Respondents are reminded to refer to **SECTION I - INSTRUCTIONS TO RESPONDENTS**, for information to be included with their proposal package. Failure on the part of the Respondent to include this information with its proposal shall render the Proposal/Respondent non-responsive.

I hereby acknowledge, as Respondent's Authorized Representative, that I have fully read and understand all terms and conditions as set forth in this proposal, and upon award of such proposal, shall fully comply with such terms and conditions.

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

This form shall be submitted in a separately sealed envelope. The Cost Schedule envelope shall be submitted along with the balance of the proposal package.

**CERTIFICATE AS TO CORPORATION
PROPOSAL NUMBER 25104**

The below Corporation is organized under the laws of the State of _____, authorized by law to respond to this Proposal and perform all Work and furnish materials and equipment required under the contract documents, and is authorized to do business in the State of Florida.

Corporation Name: _____

By: _____
(Official Title)

(Affix Corporate Seal)

(Address)

Attest: _____
(Secretary)

Registration no.: _____

Registered agent: _____

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 the performance of the Work, 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.

This form to be included in Proposal Submittal

**PROPOSED SUBCONTRACTORS
PROPOSAL NUMBER 25104**

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

1. Name and address of subcontractor: _____

Description of Work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of Work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of Work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of Work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of Work: _____

Estimated value of Work: _____

This form to be included in Proposal Submittal
Make additional copies if necessary.

**NON-COLLUSION AFFIDAVIT
PROPOSAL NUMBER 25104**

State of _____

County of _____

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

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

_____, the Respondent that has submitted the attached Bid or proposal.

2. The attached Bid or proposal is genuine; it is not a collusive or sham Bid or proposal.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Bid or 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 Bid or proposal in connection with the contract for which the attached Bid or proposal has been submitted, or to refrain from bidding in connection with any contract, 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 Bid or proposal of any other Respondent or proposer, or to fix any overhead, profit, or cost element of the Bid prices or the Bid price of any other Respondent or proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed contract.

5. The price(s) quoted in the attached Bid or 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 Bid or Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

Signature: _____

Title: _____

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

Notary Public, State of _____ at Large
My commission expires:
(SEAL)

This form to be included in Proposal Submittal

**CERTIFICATION OF MATERIAL CONFORMANCE WITH THE SPECIFICATIONS
PROPOSAL NUMBER 25104**

This statement must be completed by the Respondent and shall accompany its response for this project.

It is hereby certified by:

Name of Respondent: _____

Business address: _____

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

Signature:

Title:

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

Notary Public, State of _____ at Large

My commission expires:

(SEAL)

This form to be included in Proposal Submittal

**QUALIFICATIONS DOCUMENTATION
PROPOSAL NUMBER 25104**

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

Name of Respondent: _____

Respondent's tax identification no.: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar work described in the Instructions to Respondents:

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

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this 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 Proposal. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing the performance of the Work.

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)

Respondent's PI shall have completed a project of a similar nature, as described in QUALIFICATIONS OF RESPONDENTS, Instructions to Respondents (reduction of nutrients in streams and/or wetlands using biological systems, physical devices and/or chemical amendment), in the past three (3) years. Each project shall have had a project value of at least \$10,000. In addition, PI and staff shall have had experience on at least one project involving water quality sampling in accordance with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures.

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____

E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____

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

Names of personnel assigned to project:

Project manager: _____

Others: _____

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)

Completed Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____

E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____

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

Names of personnel assigned to project:

Project manager: _____

Others: _____

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)

Completed Project 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____

E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____

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

Names of personnel assigned to project:

Project manager: _____

Others: _____

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)
REFERENCES
PROPOSAL NUMBER 25104

Respondent shall provide at least one references, which shall include the similar project(s) listed above. The reference may be from the District. Respondent shall include a letter from the reference(s) attesting to their abilities as it relates to the Statement of Work.

Reference No. 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Reference No. 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Reference No. 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

This form to be included in Proposal Submittal

**DRUG-FREE WORKPLACE FORM
PROPOSAL NUMBER 25104**

The undersigned Respondent, in accordance with section 287.087, Fla. Stat., hereby certifies that

_____ does the following:
(Name of business)

1. Publish a statement notifying employees that 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 employees for violations of such prohibition.
2. Inform 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.
3. Give each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in No. 1 above.
4. In the statement specified in No. 1 above, notify the employees that, as a condition of working on the contractual services that are under Proposal, 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 (5) days after such conviction.
5. Impose 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 who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent's signature:

Title:

Date:

This form to be included in Proposal Submittal

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PROPOSAL NO. 25104
LAKE JESUP TOTAL PHOSPHORUS REMOVAL TREATMENT TECHNOLOGIES
FLOATING ISLAND PILOT PROJECT

Your reasons for not responding to this request for Proposals are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Department of Finance and Administration no later than the date set for receipt of Proposals. Thank you for your cooperation.

Please check (as applicable):

- _____ Specifications too "general", (explain below)
- _____ Insufficient time to respond to the Request for Proposals
- _____ We do not provide this type of work for this project
- _____ Our schedule would not permit us to perform
- _____ Unable to meet proposal specifications
- _____ Specifications unclear (explain below)
- _____ Disagree with Contract terms and conditions (explain below)
- _____ Other (specify below)

REMARKS: _____

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

SECTION III - AGREEMENT (DRAFT)

GENERAL SERVICES AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND FOR LAKE JESUP TOTAL PHOSPHORUS REMOVAL TREATMENT TECHNOLOGIES FLOATING ISLAND PILOT PROJECT

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

WITNESSETH THAT:

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for the Lake Jesup Total Phosphorus Removal Treatment Technologies Floating Island Pilot Project ("the Work"). In accordance with Request for Proposal 25104, Contractor shall complete the Work in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) advertisement for proposals; (2) Instructions to Respondents; (3) proposal submittals; (4) Agreement, including any General and Special Conditions; (5) Statement of Work; and (6) Addenda; Certifications; Affidavits; and Attachments, if any. If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail. The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of 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 shall survive the termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2009, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- (d) This Agreement may be renewed for two (2) additional twelve (12) month terms by the mutual and written consent of each party.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work:

☒ Within fifteen (15) days after the Effective Date; or

☐ Upon the issuance of a Notice to Proceed by the District; or

☐ Within fourteen (14) days of issuance of a Work Order by the District; or

☐ On _____ (insert specific date).

This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein, which includes final cleanup of the premises, if applicable, and fifteen (15) additional days for mailing of this Agreement and Contractor's submission of any required submittals. Contractor shall not commence the Work until any required submittals are received and approved.

3. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment 1. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for the 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, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation, in whole or in part, therefor. Ownership rights include the right to copyright, trademark, and patent the Work. For any Work subject to copyright or patent, such Work is a "Work Made for Hire" as defined by the copyright and patent laws of the United States. Contractor shall not make any representation otherwise and, upon request, Contractor shall sign any documents so affirming. All District specifications and copies thereof are District property. They 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. Any District source documents or other District or non-District documents, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and

shall be safeguarded by Contractor and provided to the District upon request. This obligation shall survive termination of this Agreement.

5. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor a sum not to exceed \$_____ (the "Total Compensation").
- (b) **Price Escalation.** No price adjustments will be approved during the term of this Agreement. This includes, but is not limited to, adjustments due to cost of living increases and/or unforeseen site conditions.

6. PAYMENT OF INVOICES

- (a) Contractor shall submit Monthly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, the District may require and Contractor shall provide additional supporting information to document invoices. **Failure to submit the final invoice within 90 days after the Completion Date shall be a forfeiture of any remaining amount due under this Agreement.**
- (b) All invoices shall include the following information: (1) contract number; (2) work-order number, if applicable (3) contractor's name and address (include remit address, if necessary); (4) District Project Manager or Work Order Manager, if applicable; (5) contractor'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).
- (c) Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. For construction contracts, payments shall be made within twenty-five (25) business days of receipt of an approved invoice. Payments for all other contracts shall be made within forty-five (45) days of receipt of an approved invoice.
- (d) **Travel expenses.** If the cost schedule includes a line item for travel costs, travel expenses shall not be considered additional compensation, but shall be drawn from the project budget. If travel expenses are not included in the cost schedule, they are not compensable. Travel expenses must be submitted on District or State of Florida travel forms. The District shall pay all travel expenses pursuant to District Administrative Directive 2000-02.
- (e) **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 Contractor 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.

(f) **Retainage.** The District shall pay Contractor one hundred percent (100%) of each approved invoice.

7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Acceptance of the final payment shall constitute a release in full of all claims against the District arising from or by reason of the Work, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

8. **INDEMNIFICATION.** Contractor 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, claims, actions, damages, expenses, court costs, and attorneys' fees arising from or in any way connected with the performance of this Agreement and resulting from damages to property, personal injury, or loss of life. This shall include any claims based on the partial or sole negligence, action, or inaction of Contractor, its employees, subcontractors, representatives, successors, and assigns.

9. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment 2, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment 2. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

10. **FUNDING CONTINGENCY.** This Agreement is contingent upon funding, 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 year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding year. Should the Work not be funded, in whole or in part, in succeeding years, the District shall so notify Contractor, and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow.

11. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager by providing not less than three (3) business days prior written notice to the other party. Should either party change its address, written notice thereof shall be sent to the other party within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be hand-delivered or sent via U.S. certified mail, e-mail or fax. Notices via certified mail are delivered upon receipt. Notices via e-mail or fax are delivered on the date transmitted and received.

DISTRICT

Sherry Brandt-Williams, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Office: (386) 329-4292
E-mail: sbrandt-williams@sjrwmd.com

CONTRACTOR

,Project Manager
,
Office:
E-mail:

- (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, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For work order-based contracts, the District may designate a "Work Order Manager" on the work order, who will serve as the Project Manager for that work order.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the District. The superintendent shall not be changed except with the District's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor 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 Contractor 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.

12. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor 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. 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.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor'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 (10) days after the onset of a delay, Contractor 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 (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten (10)

day period preceding receipt of such notice. In the case of continuing cause or delay, 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 non-receipt of drawings from the District, and no schedule or agreement states the dates upon which the District shall furnish such drawings, then no claim will be allowed on account of such failure until two weeks after Contractor has made a written request therefor. If the delay is due to the negligence of the District, the failure of a contractor employed by the District to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

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

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District's Project Manager may authorize or direct minor changes in the Work not affecting the Total Compensation or the Completion Date, and not inconsistent with the purpose of the Work upon issuance of the District's Supplemental Instructions (DSI) form (see Attachment 1). The DSI shall indicate that: (1) both parties agree that the changes in the Work will not affect the Total Compensation or the Completion Date, or (2) that Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date. **Failure of Contractor to provide such written notice waives any claims for extra cost.** If the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**
 - (i) The District may alter, add to, or deduct from the Work without liability to Contractor, except for the reasonable cost of any additional Work, by executing a Change Order. All such Work within the capacity of Contractor to perform shall be performed pursuant to the terms hereof. Any associated claim for extension of time will be adjusted at the time of issuing the Change Order. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution thereof shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor 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 fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, the determination of disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor 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, Contractor's: (1) failing to carry forward and complete the Work in accordance with the requirements hereof; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely commence or continuously and vigorously pursue correction of 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 prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or (8) making a material misrepresentation to the District regarding the Work or performance thereof. In such event, the District shall provide Contractor 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 Contractor 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 the District deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed and accepted by the District. Contractor 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 Contractor.
- (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 thirty (30) days written notice to Contractor. In such event, Contractor 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, Contractor 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. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor 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 Contractor fails to comply with or is negligent in performing any provision hereof. In such event the District shall not be liable for any costs thereafter incurred by Contractor. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure the proper completion of the Work, avoid injury to third persons, or otherwise meet the objectives of the District. The District shall provide Contractor not less than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor'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) **Contractor's Right to Stop Work or Terminate Agreement**
 - (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; or (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor within forty-five (45) days of maturity and presentation of any sum certified by the District's Project Manager as due for payment. In such event, Contractor shall provide the District not less than seven (7) 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.** Contractor 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 Contractor, for a period of not less than three months; (2) the District fails to pay Contractor in accordance with the requirements of this Agreement any undisputed and adequately documented sum that is due for payment. In such event, Contractor shall provide not less than twenty (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, Contractor 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

15. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due or to become due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven (7) business days prior to the effective date of any subcontracts, Contractor 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 (5) 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 shall create a contractual relationship between any subcontractor and the District.
- (b) Contractor shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due thereunder. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions, and shall hold the District harmless from any liability or damages arising as a result of any subcontract to the extent allowed by law.

16. **AUDIT; ACCESS TO RECORDS.** Contractor agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of Contractor's books, documents, papers, and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Contractor shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

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

18. **COMPUTER CODES**

- (a) **Contractor Computer Codes.** If the existing computer codes required for the development of a model selected by Contractor and necessary for use in completing the Work are deemed proprietary by Contractor, then Contractor grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes and agrees to indemnify and hold the District harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work. Documentation of Contractor's proprietary rights shall be provided to the District upon request. Contractor's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify Contractor in writing of the request in order to give Contractor the right to protect its proprietary interest.

- (b) **District Computer Codes.** Contractor shall not be entitled to claim any proprietary right to computer codes that are developed by Contractor in fulfilling the requirements of the Work, which shall be considered “work for hire” under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law.
19. **DISPUTE RESOLUTION.** Contractor has the duty to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or fulfillment of this Agreement. Unless otherwise specified, any formal request by Contractor for additional compensation, schedule adjustment, or other dispute resolution shall be submitted to the District’s Project Manager within ten business (10) days after the event causing the dispute. If the matter cannot be resolved, the Project Manager shall forward the request to the District’s Office of General Counsel, which shall issue a written decision within fifteen (15) business days of receipt. This determination shall be deemed final and accepted by Contractor unless Contractor, within ten (10) business days of receipt, files with the District’s Project Manager a written statement describing the basis for Contractor disagreement with said determination. No later than seven (7) business days after receipt, the District’s Office of General Counsel shall review its prior decision and issue its final decision, which shall then be subject to judicial review. At all times Contractor shall proceed with the Work. Contractor shall be in breach of this Agreement for failing to complete the Work regardless of the merits of Contractor’s position in the dispute.
20. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all procurements, 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 its vendors by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs and the amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.
21. **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. 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 Duval County if substantial performance of the Work is in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties, or in Orange County if substantial performance of the Work is in Brevard, Flagler, Indian River, Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties; (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.
22. **INDEPENDENT CONTRACTOR .** Contractor is an independent contractor. Neither Contractor nor Contractor’s employees are employees of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor’s duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers’ Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for

performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event that the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent contractor.

23. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor 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 Contractor to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to section 216.347, Fla. Stat.
24. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
25. **PERMITS, REGULATIONS AND LICENSES.** All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor 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, Contractor 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. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, including all costs for delays, litigation, fines, or other costs.
26. **PUBLIC RECORDS.** Contractor shall allow public access to all documents made or received by Contractor in performance of the Work that are subject to Chapter 119, F.S. If Contractor receives a request pursuant to Chapter 119, F.S., Contractor shall promptly notify the District's Project Manager and follow the Project Manager's instructions regarding the release of those records.

27. **SOCIAL SECURITY NUMBER COLLECTION AND USAGE.** The District, as required by law and for the purpose of reporting income, collects the social security numbers of independent contractors who do not provide a Federal Employer Identification Number.
28. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
29. **REMEDIES FOR NON-PERFORMANCE**
- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party.
 - (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
 - (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
 - (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties hereunder and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary for the successful completion of the Work.
30. **ROYALTIES AND PATENTS.** Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on

account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If Contractor at any time has information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District. Contractor certifies that the Work does not, to the best of its information and belief, infringe on any patent rights.

31. **SAFETY.** Contractor has the sole and exclusive duty for the safety of the premises upon which the Work is to be performed (the Premises). Contractor 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. Contractor 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 contractor 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. Contractor 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. Contractor 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 Contractor.
32. **WORK SCHEDULE.** For construction or other services provided 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, Contractor's work hours 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, and Contractor 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

By: _____
Kirby B. Green III, Executive Director

By: _____

Date: _____

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

Exhibit A – General Conditions

Attachment 1 – Statement of Work

Attachment 2 – Insurance Requirements

Attachment 3— District’s Supplemental Instructions (sample)

Attachment 4 — Disclosure of Lobbying Activities (sample)

Attachment 5 — Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion
— Lower Tier Federally Funded Transactions (sample)

EXHIBIT A – GENERAL CONDITIONS

1. DEFINITIONS

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

AGREEMENT: The written contract between the District and Contractor 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.

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

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.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR : Contractor, its officers, employees, agents, successors, and assigns.

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

CONTRACTOR’S SUPERINTENDENT: Contractor’s representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor’s Project Manager or the District.

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

DAY: Each day shown on the calendar.

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

DISTRICT: The St. Johns River Water Management District, its Governing Board, officers, agents, and employees.

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

DISTRICT'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the District's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

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

FORCE MAJEURE: The inability to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (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.

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

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

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "contractor."

RESPONDENT: Any person who submits a Bid in response to an Invitation for Bids or a proposal in response to a Request for Proposals.

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 Contractor 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 BID: The total cost to be paid to Contractor 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.

2. CORRELATION AND INTENT OF DOCUMENTS

This body of this Agreement and all attachments incorporated by reference are complementary. What is called for by one shall be as binding as if called for by all. The intent of the documents 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.

3. QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor 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 or as otherwise determined by Contractor. The District shall respond through its Project Manager.

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

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor 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. Contractor 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 Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation of the data or information.
- (b) If Contractor 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 Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications

5. PROJECT SCHEDULING AND WORK PLANNING

- (a) **Pre-work Conference.** Within ten (10) days after the execution of this Agreement, Contractor shall be responsible for scheduling a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the District's approval not less than five (5) days prior to the pre-work conference. The District shall have ten (10) days to review the work plan.
- (b) **Critical Path Management.** The District may require Contractor to provide a Critical Path Management (CPM) network for the Work, which shall be provided within fifteen

(15) days of receipt of a request therefor or at the time of submittal of the work plan, whichever occurs last. Contractor shall utilize Microsoft Project 2000 software for the CPM, with a separate line for each major section of work or operation. The CPM shall show: (1) the first workday of each week; (2) the complete sequence of construction by activity, identifying the Work in separate stages and other logically grouped activities; (3) the early and late start and the early and late finish, and (4) the submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the District. Contractor will allow ten (10) days from receipt by the District for District review. If deemed necessary by the District, Contractor shall revise and resubmit the CPM. Contractor shall submit an updated CPM schedule with each invoice, identifying any changes since the previous submission and indicating the estimated percentage of completion for each item of the Work. The District owns all float.

- (c) **Daily Reporting.** The District may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day that any Work is performed until the project is accepted by the District. Completed forms shall be submitted to the District's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (d) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of District-approved delays, Contractor 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 (10%) or more behind schedule, the District may advise Contractor 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.

6. ACCESS; WORK AREA; GATES

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

shall be responsible for providing lock(s) to District properties, unless otherwise stated in the specifications.

7. INSPECTION OF WORK

Any and all materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance with this Agreement. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access and proper facilities for inspection of the Work wherever it is in preparation or progress. The District may reject all Work and materials that do not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. Notice shall be given to the District of any defective material.

8. 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, Contractor 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.

9. WARRANTY

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor 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 twelve (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 twelve (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, Contractor 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 Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

ATTACHMENT 1 – STATEMENT OF WORK

Lake Jesup Total Phosphorus (TP) Removal Treatment Technologies FLOATING ISLAND PILOT PROJECT

I. INTRODUCTION

Lake Jesup is a 10,660-acre lake in the Middle St. Johns River Basin in Central Florida (Figure 1). The St. Johns River Water Management District's (SJRWMD) Governing Board in 2002 designated this area as a priority basin for restoration of water quality and fish and wildlife habitats as part of Florida's Surface Water Improvement and Management (SWIM) program. The lake's watershed is highly urbanized and several tributaries deliver untreated stormwater from the urban metropolitan Orlando area into the lake.

Lake Jesup is verified as an impaired water body by the Florida Department of Environmental Protection (FDEP) due to excess nutrients (nitrogen, phosphorus, unionized ammonia). FDEP recently adopted total maximum daily loads (TMDLs) for these pollutants in Lake Jesup. The annual average Trophic State Index (TSI) values for Lake Jesup exceeded 60 every year evaluated (1996 - 2002). The District is developing pollution load reduction goals (PLRGs) for phosphorus that will assist FDEP in the next iteration of their TMDLs. In addition, three Florida agencies (SJRWMD, FDEP and Florida Fish and Wildlife Conservation Commission [FWC]) have adopted a restoration strategy that lists potential regional treatment projects for TP reduction (Lake Jesup Interagency Restoration Strategy 2008). This pilot project is one of several that will be evaluated as part of a feasibility study comparing all potential projects.

In the 1960s and 1970s, Lake Jesup and its tributaries received effluent from wastewater treatment plants, and an EPA study during that time found TP concentration in the lake ranging from 0.485 – 0.500 mg/L. Lake Jesup and its tributaries no longer receive direct effluent, and the average TP concentration has significantly dropped (average of 0.166 mg/L from 1995 to 2007). Lake Jesup had a median annual TSI of 82 from 1995 to 2007, showing little change over that period.

There are several tributaries delivering significant TP loads to Lake Jesup - Howell Creek, Gee Creek, Soldier Creek on the western half of the lake, and several creeks on the eastern half of the lake delivering TP at high concentrations. Flows are monitored in the larger western creeks but not in the smaller eastern creeks. Water quality models estimate that between 19.8 and 46.3 metric tons annually (MT/yr) of TP enters Lake Jesup from the watershed (Jia 2005, FDEP 2005, Parsons 1995) at concentrations ranging from 0.007 mg/L to over 1.0 mg/L at different times of the year (SJRWMD). The average concentration range was from 0.062 – 0.595 mg/L.

While some tributaries have higher discharges and consequently larger annual loading rates, all tributaries would benefit from TP load reductions. Table 1 shows available data (average TP concentration, flow and TP load) for the period-of-record for each tributary.

Table 1. Ambient water quality data for comparison of tributaries. Storm event data available upon request for some but not included in this table.

Tributary	Avg. TP concentration mg/L	HSPF Estimated Discharge m³/yr	Calculated TP Load MT/yr	Percent TP as PO₄ %
Howell Creek	0.138	70,864,766	9.8	51
Soldier Creek	0.149	13,860,636	2.1	72
Gee Creek	0.118	14,645,130	1.7	62
Sanford Canal	0.179	6,791,551	1.2	63
Solary Canal	0.500	2,189,430	1.1	82
Salt Creek	0.229	3,911,371	0.9	53
Sweetwater Creek	0.375	2,231,369	0.8	77
Chub Creek	0.595	1,248,284	0.7	47
Black Sweetwater Creek	0.364	1,429,605	0.5	NA
Navy Creek	0.062	6,791,551	0.4	NA

II. OBJECTIVES

- 1) To demonstrate at a pilot project scale or smaller that one of several nutrient treatment processes can achieve efficient and sustainable TP reduction of tributary inputs to Lake Jesup
 - while based on a floating platform that can be moored or mobile
 - without need for an upland, tethered power source
 - without significant obstruction of navigation
 - with no chemical in the effluent that was not in the influent
 - with little loss of aesthetics
- 2) To assess the total yearly TP reduction in kilograms per year from each process tested
- 3) To assess the cost of capital, operation and maintenance required to upscale the best process to meet effluent criteria for the tributary selected based on this experimental pilot study.

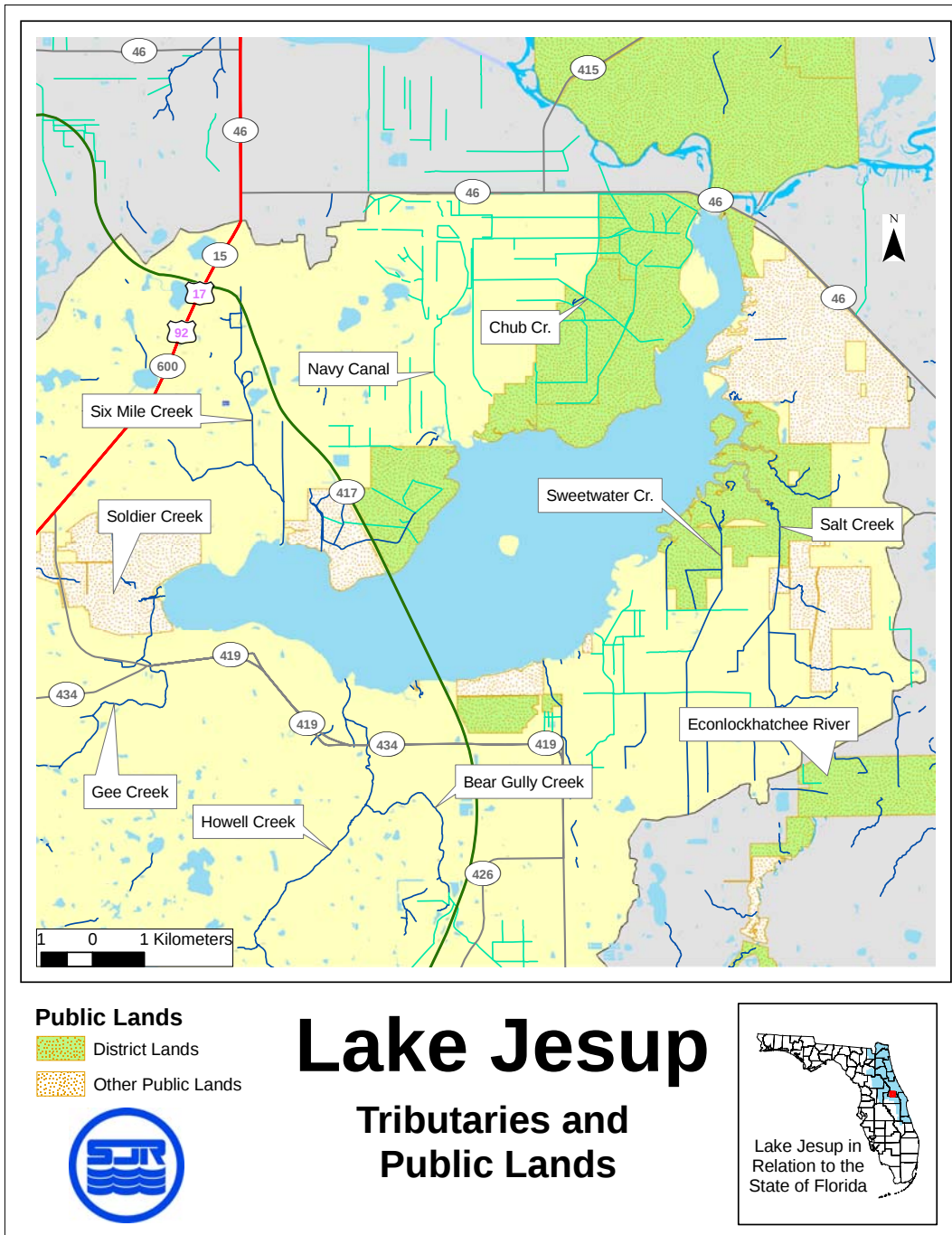


Figure 1. Map indicating tributaries draining into Lake Jesup and public lands within the Lake Jesup basin.

III. SCOPE OF WORK

The St. Johns River Water Management District is requesting proposals from a project team who can provide pilot scale TP treatment technologies that do not need upland areas for constructed facilities or energy source, but that can still provide efficient nutrient removal from lake tributaries without introduction of other chemicals or materials in the effluent stream. The District envisions this project taking advantage of current constructed treatment wetland designs, NASA crop technology in small spaces, solar power or any other technology that can achieve the objectives while floating in or at the mouth of a tributary to Lake Jesup. This project could be a joint project between the Contractor and the District, with close collaboration through the design and permit phase unless the Contractor has a proven treatment process already tested that meets project objectives. The Contractor will be responsible for permitting, construction, deployment, operation and monitoring of the floating apparatus; shipment of samples to a NELAC certified labs; continuous removal of by-products; analysis of all data; submittal of a Final Report; and removal of all structures at the end of the experiment.

This project will assess two or more processes or variations of a single process that remove TP from the water column and can be contained upon a floating raft in or near tributaries to Lake Jesup. The tributary inflow is the primary target for treatment. During low flow periods, additional water could be drawn from the lake water column; however, methods that maximize tributary treatment and minimize lake water treatment will be given priority during the selection process. Methods that include sediment removal or treatment will not be considered. The Contractor shall propose an experimental design that will allow direct comparison of different treatment options.

Project proposals shall provide a project overview with both narrative and graphics that describe the basic principles that the process will use for removal of phosphorus, its phosphorus removal capability, and a brief summary of results from previous projects including potential operation concerns, if any (e.g. insect predation). No provision will be made for protection of trade secrets; all process components must be transparent and documented for full release to the public as required by Florida statutes. The proposal must clearly address surface size and vertical dimension requirements and plans for power, flotation, mooring and mobility. Letters shall provide summary of expected permits required based on process and site selected, including estimate of time required to obtain. This proposal shall also address contingency plans for potential process interruptions (drought, power loss, hurricane, etc.), and provide estimates of by-product production at proposed facility size, plans for handling prior to disposal and for final disposition, both method and location. The proposal shall include a sampling plan defining analytes and sampling method and frequency, name a certified lab completing analysis and proposed process to report removal rates to SJRWMD. The ultimate fate of treated phosphorus must be documented.

Because scalability is a primary concern, the proposals shall conceptually address larger-scale projects. Specifically, the letter of interest shall provide design details related to scale up of process. For example, will the process be replicated as individual cells identical to the pilot process, or will everything be enlarged. These scale projections shall include a brief summary of potential operation constraints that might arise from long-term operation, and results from any

other larger scale experience that might show expected relationships between scales (e.g. linear or not).

IV. TASK IDENTIFICATION

Proposals should provide a list of tasks that need to be completed to meet project objectives. Below are some task examples that may be appropriate for the proposed evaluation, but the Contractor will tailor the task and deliverable to the specific methods planned.

Sample task narratives:

- Finalize conceptual treatment process for two or more comparative TP removal techniques and provide timeline for completion of pilot project. Deliverable: graphic sketches of system components and diagram of layout with narrative for each unit operation and timeline.
- Translate conceptual plans into construction documents sufficient to get any required permitting. Deliverables: Set of scale blueprints defining materials and construction details.
- Secure permits. Deliverable: copies of all required permits and/or letters from agencies exempting permit requirements.
- Construct and deploy treatment units. Deliverables: photos of finished treatment process and test results from initial run.
- Provide adequate documentation of TP removed with monthly report following startup as the deliverable. Include the following: average daily TP influent/effluent concentration; TP effluent concentration targets; verification of disposal of plant materials or by-products; determination of TP removed; mass balance with kg/TP removed; water flow; any other constituent of importance to a particular process.
- Notify the District independent consultant of upcoming system harvest or maintenance operations. Deliverable: record of all harvests or by-product removal and emails notifying District project manager of upcoming events preferably one week in advance.
- Final Report with recommendations for choice of treatment train and scale-up
- Removal of system if determined to be unsustainable or not cost-effective.

V. TIME FRAMES AND DELIVERABLES

Contractor shall provide a first estimate of timelines with initial proposal using deliverables from Item IV as the milestones. This timeline will be modified upon selection of process and definition of tasks.

VI. CONTRACT BUDGET

The total budget for this project is currently \$150,000 for the first year (November 2008 – September 30, 2009) with the potential for additional year(s) if funds are available. Proposals should provide a table identifying the cost associated with each task. Please **do not** provide a breakout by salaries, cost of equipment or travel.

ATTACHMENT 2 - INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which shall be considered primary coverage, with any District insurance considered excess coverage. Contractor shall not commence the Work until it has provided Certificates of Insurance to the District documenting such coverage. The "St. Johns River Water Management District" shall be shown as an additional insured under all policies to the extent of the District's interests under this Agreement, except workers' compensation. The insurance certificate shall include an endorsement requiring ten (10) days prior written notice to the District before any change or cancellation is made effective. In addition, it shall have the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" stricken from the cancellation clause in the Certificate of Insurance. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor is responsible for any deductible or self-insured retention. Insurance is to be placed with insurers having an A.M. Best rating of A-:V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers' compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to the District.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, (4) broad form property damage. Extensions shall be added or exclusions deleted to provide the necessary coverage. "Claims made" coverage will be accepted only after verification that "occurrence" coverage is not available.
- (d) **Automobile Liability.** \$500,000 combined single limits per accident for bodily injury and property damage.
- (e) **Umbrella policy.** With limits of \$1,000,000.
- (*) **Watercraft Liability.** \$100,000 for bodily injury and property damage.

ATTACHMENT 3 — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

112806

ATTACHMENT 5

Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

ATTACHMENT 6

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____

Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

Form DEP 55-220 (01/01)

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Environmental Protection (DEP) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DEP FORM 55-220 (01/01)