

**DRAFT AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CONSULTANT FOR THE NORTH FLORIDA RECHARGE PROJECT TREATMENT  
WETLAND AND RECHARGE FACILITY INVESTIGATION, SELECTION AND  
CONCEPTUAL DESIGN 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 32177-2571, and \_\_\_\_\_ (“Consultant”), whose address is \_\_\_\_\_. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Consultant agrees to furnish and deliver all materials and perform all labor required for RFQ 41325, NORTH FLORIDA RECHARGE PROJECT TREATMENT WETLAND AND RECHARGE FACILITY INVESTIGATION, SELECTION AND CONCEPTUAL DESIGN PROJECT (the “Work”). In accordance with RFQ 41325, Consultant shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (a) advertisement for bids, proposals, or qualifications; (b) Instructions to Respondents; (c) addenda; certifications, and affidavits; (d) bid, proposal, or submittals; (e) Agreement, including the Statement of Work; and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment or exhibit hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items a-d). The parties hereby agree to the following terms and conditions.

## **1. TERM**

- (a) The initial term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Commencement of Work.** Consultant shall commence the Work 15 days of the Effective Date. Consultant shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Consultant shall not commence the Work until any required submittals are received and approved.
- (d) **Completion Date.** The Completion Date of this Agreement is June 30, 2028, unless extended by mutual written agreement of the parties.

## **2. DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Consultant shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Consultant shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress