

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
NORTH FLORIDA RECHARGE PROJECT TREATMENT WETLAND AND RECHARGE
FACILITY INVESTIGATION, SELECTION AND CONCEPTUAL DESIGN
REQUEST FOR QUALIFICATIONS 41325**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 2:00 p.m. **July 28, 2025**. Further information is available through DemandStar at *Demandstar.com*, Vendor Registry at *vendorregistry.com*, Central Bidding at *centrallauctionhouse.com*, MyFloridaMarketPlace at *myfloridamarketplace.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, Central Bidding, MyFloridaMarketPlace, or the District by calling or emailing Kendall Siemiatkoski, Contracts Manager at (386) 312-2324 or ksiemiat@sjrwmd.com. Responses will be opened in Conference Room 147, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

Project Description

The objective of this solicitation is to select and enter into an agreement with an engineering firm to conduct a treatment wetland site and recharge site investigation and provide siting recommendations. The work performed under the agreement would identify and evaluate treatment wetland and recharge sites for construction of treatment wetland(s) for additional treatment of the JEA Buckman and Southwest Water Reclamation Facility’s reclaimed water which would be used for Minimum Flow and Level prevention and recovery efforts and for aquifer enhancement at aquifer recharge sites (the “Project”).

Information regarding the Project can be found in Attachment A — Statement of Work included with this solicitation.

The contract issued pursuant to this solicitation will expire June 30, 2028. The budget for this Agreement is estimated to be \$2,170,000.

Non-Mandatory Pre-Submittal Conference

A NON-MANDATORY PRE-SUBMITTAL CONFERENCE IS SCHEDULED FOR 1:00 P.M., June 26, 2025, in Conference Room 162, District Headquarters, 4049 Reid Street, Palatka, Florida 32177.

Respondents attending the conference online (District uses Microsoft Teams) must forward an email request to ksiemiat@sjrwmd.com at least 24 hours prior to the conference to receive an Outlook Teams invitation. The purpose of the pre-submittal conference is to review requirements of this solicitation and answer Respondent questions.

Request for Qualifications

The RFQ process includes the submission of a Qualifications Submittal that includes a letter of interest with information pertaining to Respondent’s qualifications. The information in the Qualifications Submittal shall include, but is not limited to: (1) evidence of current professional status; availability; capabilities; adequacy of personnel; experience; recent, current, and projected workloads; and willingness to meet time and budget requirements; (2) approach to the Project; (3) ability to furnish the required professional services; (4) past contractual record and related experience; (5) location; and (6) volume of work previously awarded to the firm by the District. Refer to the paragraph entitled, PREPARATION AND ORGANIZATION OF THE QUALIFICATIONS SUBMITTAL for additional instructions regarding the contents of the Qualifications Submittal.

A District Evaluation Committee (“Committee”) will review and evaluate the Respondents’ qualifications and Project approach, finalize the initial ranking of firms, and determine a shortlist of Respondents.

The Committee will be composed of voting members, all of whom are District employees, and non-voting members, as designated by the following entities (“Project Partners”):

- Suwannee River Water Management District
- Clay County Utility Authority
- Gainesville Regional Utilities
- JEA
- St. Johns County Utility Department

All members of the Committee will receive copies of the submittals and may participate in discussions during the Committee meeting(s). The voting members of the Committee will select in order of preference no fewer than three firms deemed to be the most highly qualified and forward its recommendation to the District’s Governing Board and request that its rankings be approved, and negotiations commence with the highest-ranked Respondent. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the other Respondents in ranked order. Respondents selected as most qualified will be notified by email. This Solicitation is issued subject to the legal requirements established under Consultants’ Competitive Negotiation Act, §287.055, Fla. Stat.

Respondents should note that the Cone of Silence provisions set forth in Paragraph 3 of this solicitation applies equally to the Project Partners.

The District will conduct the RFQ process as follows:

Date	Description
June 26, 2025, 1:00 p.m.	Pre-Submittal Conference (District HQ – In person, or by phone or web conferencing)
July 28, 2025, 2:00 p.m.	Qualifications Submittals due
August 11, 2025, 1:00 p.m.	Committee meets to complete its review of the Submittals and will select not less than three Respondents deemed most highly qualified (District HQ, 4049 Reid St., Palatka, FL 32177, Conf. Rm. 147, Admin. Bldg.) One or more members of the Committee may participate via communications media technology through phone or web conferencing.
August 12, 2025	District Issues Notice of Intended Decision (NOID) notifying Respondents of Rankings
September 9, 2025	District Governing Board consideration to approve a ranking of designated firms and competitive negotiations be instituted
September 10, 2025	District enters negotiations with respondents in ranked order

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

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

Americans with Disability Act (ADA)

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

SUBMITTAL CHECKLIST

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

QUALIFICATIONS SUBMITTALS	
	Has Respondent met the Qualifications submission deadline established in the solicitation?
	Does the electronic file contain all required documentation to meet the requirements stated in the solicitation documents?
	Is Respondent in good standing with the Florida Secretary of State (corporations and partnerships)?
	Has Respondent prepared, organized, and completed the Qualifications Submittal correctly?
	Transmittal Letter/Letter of Interest
	(1) Tab 1 — Forms and Professional Licenses (<i>Complete all District-provided Administrative Forms and include professional licenses of Respondent and subconsultant</i>)
	(2) Tab 2 — Respondent's and subconsultants' overall qualifications, adequacy of personnel, capabilities, experience, and availability to conduct work as presented in the Statement of Work (SOW)
	(3) Tab 3 — Respondent's approach and ability to provide the required professional services as presented in the SOW – emphasis on projects successfully completed within the last 10 years and/or are ongoing.
	(4) Tab 4 — Location of Respondent
	(5) Tab 5 — Volume and Quality of Work Previously Awarded to Respondent by the District

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INSTRUCTIONS TO RESPONDENTS

1. INTRODUCTION

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

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

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

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

2. DEFINITIONS

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

3. CONTRACT ADMINISTRATION & CONE OF SILENCE

All inquiries related to this solicitation may only be directed to the Contracts Manager:

Kendall Siemiatkoski, Contracts Manager
Phone: (386) 312-2324
Email: ksiemiak@sjrwmd.com

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

4. WHERE TO DELIVER SUBMITTAL

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

Submittals can be uploaded directly to www.demandstar.com OR to www.centralbidding.com, NOT BOTH; **OR**

Digital Submittals can be mailed or hand-delivered in a sealed envelope. For digital Submittals, Respondents must clearly label the Submittal envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED SUBMITTAL — DO NOT OPEN	
Respondent's Name: _____	
Request for Qualifications:	
Opening Time: 2:00 P.M.	
Opening Date: July 28, 2025	
<p>Kendall Siemiatkoski, Contracts Manager Attn: Office of Financial Services St. Johns River Water Management District 4049 Reid St. Palatka, FL 32177-2571</p>	

DO NOT SUBMIT YOUR SUBMITTAL BY EMAIL — THIS WILL RESULT IN THE RESPONSE BEING REJECTED AS NONRESPONSIVE.

5. OPENING OF QUALIFICATIONS SUBMITTALS

Respondents or their authorized agents are invited to attend the opening of the Qualifications Submittals at the following date, time, and place:

July 28, 2025, 2:00 P.M. St. Johns River Water Management District Headquarters 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed submittals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the submittals.

Unless otherwise exempt, Respondent's Submittal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Submittal is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Submittal **AND** explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Submittal for excessive or unwarranted assertion of trade secret confidentiality and return the Submittal to Respondent.

6. PREPARATION AND ORGANIZATION OF THE SUBMITTAL

Respondents must submit all required, fully completed forms as indicated below (reproduced copies are acceptable).

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

2. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed below must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
3. The District recommends that Respondents confirm the files on the pin/flash/thumb drive open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response. Instructions for submitting are below.
4. **Do NOT password protect the pin/flash/thumb drive or your files. Use a naming convention similar to those shown below for each pin/flash/thumb drive.**
 RFQ Qualifications Submittal: RFQ # Respondent's name (abbreviated) Due Date
 Example: "RFQ 40495 ABC Venture LLC. 10-11-2024
 All blank spaces on the District-provided forms and documents must be typewritten or legibly printed in ink.
5. In the event you decline to submit a Qualifications Submittal, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a Qualifications Submittal.
6. All of the forms and questionnaires in the RFQ solicitation package are available upon request in Microsoft® Word to aid the Respondent in submitting its Qualifications Submittal.

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

It is Respondent's responsibility to include information in its Response to present all relevant qualifications and other materials. The Response, however, should **not** contain standard marketing or other general materials. The requirements set forth below represent the minimum content for the Response. It is Respondent's responsibility to modify such materials so that only directly relevant information is included in the Response.

Respondents shall provide and complete the following forms and questionnaires, and include them in their Submittal under the tabs identified below (responses to the forms and questionnaires can be submitted on reproduced copies and shall be typed or legibly printed in ink):

Tab 1 — Transmittal Letter, Professional Licenses, and Forms *(Complete all District-provided Administrative Forms and include professional licenses of Respondent and its subconsultant)*

(a) Transmittal Letter/Letter of Interest

Respondents must submit a transmittal letter on Respondent's letterhead. It must be signed by a representative of Respondent who is authorized to sign such material and to commit Respondent to the obligations contained in the Response. The transmittal letter must include the name, address, phone number and email address for Respondent contact, and must specify the authorized individual who will execute the Contract. If Respondent is a general partnership, joint venture, or consortium, all partners/members of the general partnership, joint venture, or consortium shall sign the letter. If Respondent is a corporation or a limited liability company, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. The transmittal letter may include any information deemed relevant by Respondent. If Respondent is a general partnership, joint venture or consortium, state that each partner/member of the general partnership, joint venture or consortium will have joint and several liabilities if awarded the Agreement.

(b) Evidence of Current Professional Licensure

Include a copy of current valid state of Florida Professional Engineer and Geology licenses for individuals taking part in the work, and a copy of all other professional and business licenses required to do business in the state of Florida for other Project staff and Respondent. Failure to provide copies of such licenses may result in Respondent being deemed non-responsive.

(c) Forms

Complete all District-provided administrative forms below:

- (1) Proposed Subconsultants Form
- (2) Certificate as to Corporation and copy of the Certificate to do business in Florida
- (3) Affidavit as to Non-Collusion and Certification of Materials Conformance with Specifications
- (4) Qualifications Form — General, Similar Projects, and Client References
- (5) Drug-Free Workplace Form (not required unless there is a tie)

Tab 2 — Respondent's and subconsultants' overall qualifications, adequacy of personnel, capabilities, experience, and availability to conduct work as presented in the Statement of Work (SOW)

- (a) Provide a description of Respondent and its overall qualifications, capabilities, and experience with water supply efforts in Florida, including:
 - (1) Minimum Flows and Levels,
 - (2) Hydrogeology,
 - (3) Groundwater modeling,
 - (4) Regulatory permitting in Florida,
 - (5) Wastewater treatment storage,
 - (6) Pumping and treatment design,
 - (7) Treatment wetland project design,
 - (8) Recharge wetland project design,
 - (9) Wastewater effluent discharge to natural wetlands,
 - (10) Wastewater effluent discharge to surface waters,
 - (11) National Pollutant Discharge Elimination System (NPDES) compliance,
 - (12) Total Maximum Daily Loads (TMDL) compliance,
 - (13) Basin Management Action Plan (BMAP) compliance,
 - (14) Rapid Infiltration Basin (RIB) project design,
 - (15) Aquifer recharge well project design,
 - (16) Aquifer Storage and Recovery project design,
 - (17) Wastewater treatment project design,
 - (18) Water ozonation project design, per- and polyfluoroalkyl substances (PFAS/PFOS) treatment project design, and
 - (19) Emerging contaminants of concern.
- (b) Provide a description of all subconsultants and their overall qualifications, capabilities, and experience with the project types delineated in paragraph (a). Include a "Letter of Commitment" from a principal of each subconsultant stating that subconsultant is

committed to be a part of Respondent's Project team. Include a list and brief description of past similar projects where the subconsultant has delivered similar services to a prime consultant.

- (b) Identify Respondent's Project team specific to this Project and key personnel (i.e., Project manager, engineering design manager, engineer of record, quality control manager, discipline leads, production staff, and supporting disciplines). Include the following information:
 - (1) Organizational chart of the Project team, identifying names and titles of key personnel and subconsultants.
 - (2) Functions and availability of Project team and key personnel.
 - (3) Resumes and contact information for the Project team and key personnel (two-page limit per person).
 - (4) Description of roles, responsibilities, and experience in past similar projects.
 - (5) Provide details of personnel's experiences and capabilities where they have successfully provided project planning, risk mitigation; ensured project quality; and met schedule and budget goals. Personnel with experience in the following discipline areas are particularly needed for this Project: hydrogeology, groundwater modeling, well design, RIB design, Minimum Flows and Levels, TMDL/BMAPs, PFOS/PFAS, emerging constituents, regulatory permitting, treatment and recharge wetlands, mine reclamation, water/wastewater treatment, real estate.
 - (6) Demonstrate willingness/ability of Respondent to meet time and budget requirements. Include recent, current, and projected workloads.

Tab 3 — Respondent's approach and ability to provide the required professional services as presented in the SOW — emphasis on current projects recently completed or ongoing relative to the approach proposed; and application of lessons learned that will benefit this Project.

- (a) Explain Respondent's approach and ability to execute and complete the Project as delineated in the SOW. Demonstrate the efficient use of the Respondent's resources, existing District, Suwannee River Water Management District (SRWMD), Florida Department of Environmental Protection (FDEP), United States Geological Survey (USGS) data, and/or information from other sources as deemed appropriate.
- (b) Describe the Project management approach and other management methods. Include discussion on quality assurance/quality control (QA/QC) process and communication and coordination strategies. Include discussion on any recently completed or ongoing projects that have similar approaches, including lessons learned that will benefit this Project and achieve successful results.
- (c) Provide estimated hours committed to the Project by job classifications for the Respondent's Project team.
- (d) Include a proposed Project schedule. Describe any potential time constraints.

Tab 4 — Location of Respondent

Include location of Respondent's Management office or Project Manager relative to the District's Palatka Headquarters or Jacksonville Service Center. The District shall utilize the website maps.google.com and the shortest driving route to determine mileage to a District office.

Tab 5 — Volume and Quality of District work previously awarded to Respondent by the District

Submit documentation as to the volume of work (in dollars) awarded by the District to Respondent in the **five** years prior to the deadline date for receipt of Submittals for this solicitation, including contracts, work orders, and purchase orders.

7. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Contracts Manager and must be in writing. The Contracts Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the RFQ documents, but the Respondent is ultimately responsible for submitting the Qualifications Submittal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to the opening of Qualifications Submittal to be considered. Requests should be submitted by email at ksiemiati@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar, Vendor Registry, MyFloridaMarketPlace and Central Bidding to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Qualifications Submittal.

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

8. ESTIMATED BUDGET

The District's estimate for the scope of work is \$2,170,000.

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

9. MINIMUM QUALIFICATIONS

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

- (a) Respondent (or a combination of the firm, individual, or Project manager assigned to the work) or Respondent's subconsultant must have successfully completed at least **three** similar projects within the past 10 years immediately preceding the deadline date for receipt of Submittals for this solicitation. (*Respondent must use form Qualifications – Similar Projects provided under the section "FORMS"*).
- (b) Respondent (or a combination of the firm, individual, or Project manager assigned to the work), or Respondent's subconsultant must have no less than five years of experience in wetland site and recharge site investigation immediately preceding the deadline date for receipt of Submittals for this

solicitation. *(Respondent must use form Qualifications – General provided under the section “FORMS”).*

- (c) Respondent AND any proposed subconsultant must provide three client references from similar projects completed. Client references for District projects are limited to one from the District. *(Respondent must use form Qualifications – Client Reference provided under the section “FORMS”).*
- (d) Licenses: The qualifying licensed professional(s) employed by Respondent for the engineering work (Engineer of Record) must have at least five years of professional registration prior to the date set for receipt of Qualifications Submittals on projects of a similar nature. *(Respondent-provided documentation – license; submit under Tab 1) and (Respondent-provided documentation to substantiate experience; submit under Tab 1)*

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

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

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

11. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Qualifications Submittal:

- (a) Contacting a District/Project Partner employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- (b) Submission of more than one Qualifications Submittal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- (c) Evidence of collusion among Respondents.
- (d) Submission of materially false information with the Qualifications Submittal.
- (e) Information gained through checking of similar projects/client references or other sources which indicates that Respondent may not successfully perform the Work.
- (f) Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- (g) Respondent has failed or is failing to adequately perform on any contract with the District (regardless of whether or not such performance failure has been cured), including without limitation: (1) a

material breach thereof; (2) a failure to complete work in a timely manner or within the contract price when such failure is attributable to the actions or inactions of Respondent or Respondent's subconsultants or suppliers, which may or may not result in the District issuing a cure notice; (3) substandard quality of work, which may or may not result in a violation of a law, regulation, or building code; (4) any failure to cooperate with the District during performance of the contract; or (5) evidence of financial instability or irresponsibility, as may be indicated through notice of non-payment of claims or liens filed against Respondent's bond or the District by Respondent's subconsultants or suppliers.

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

12. REJECTION OF QUALIFICATIONS SUBMITTAL

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

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

13. EXAMINATION OF CONTRACT DOCUMENTS AND WORK AREA

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

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

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

14. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 , Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

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

15. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

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

16. FLORIDA SALES TAX

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

17. EVALUATION CRITERIA

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

More than adequate.....8 – 10
Adequate.....5 – 7

Less than adequate 1 – 4
Not covered in Qualifications Submittal..... 0

	Criteria	Written Submittal Weight
1	Tab 1 - Forms and Professional Licenses <ol style="list-style-type: none"> Submittal Form (all blank spaces on the Submittal Form shall be filled out) Proposed Subconsultants Form Certificate as to Entity's Authority to do Business in Florida Fomr Affidavit as to Non-collusion and Certification of Material Conformance Qualifications (General, Similar Projects, Client References) Licenses Drug-Free Workplace Form (not required unless there is a tie) 	15%
2	Tab 2 - Respondent's and subconsultants' overall qualifications, capabilities, and business certifications <ol style="list-style-type: none"> Description of the Respondent and their overall qualifications and capabilities Description of subconsultant(s) and their overall qualifications and capabilities Understanding of requested services Willingness to meet time and budget requirements Whether Respondent is a minority-owned business enterprise certified by state of Florida Office of Supplier Diversity (if yes, provide certification) (per s.287.055(4)(b), F.S.) 	35%
3	Tab 3 - Respondent's approach and ability to provide the required professional services as presented in the SOW. <ol style="list-style-type: none"> Team organizational structure with specific names, titles, and/or roles of key personnel Project management approach and QA/QC process Qualifications and work history of key personnel Projects completed in last 10 years. Incorporate details on obstacles and completion of projects relative to initial schedule and budget Current and projected workloads of key personnel Hours committed to project by job classification 	35%

4	<p>Tab 4 - Location of Respondent's Management Office or Project Manager</p> <p>Higher scores will be given to Respondents whose Management Office or Project Manager are in proximity of the entrance to the District's Palatka Headquarters or Jacksonville Service Center. The District shall utilize the website maps.google.com and the shortest driving route to determine mileage to a District office. Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Within 0 - 75 miles = 10 points • Within 76 - 150 miles from the project site = 5 points • Greater than 150 miles from the project site = 0 points 	5%
5	<p>Tab 5 - Volume of District work previously awarded to Respondent</p> <p>Submit documentation as to the volume of work (in dollars) awarded by the District to Respondent in the five years immediately preceding the deadline date for receipt of Submittals for this solicitation, including contracts, work orders, and purchase orders. Points will be allocated from 0 to 10; Respondents with higher awarded contract totals in the last five years based on the solicitation date of this RFQ shall receive fewer award points. Respondents with no previous work awards may receive the highest allocation of points (10). Respondent with the highest volume of work will receive zero points. The District shall rely on its official financial records to resolve any discrepancies. Contracts, work orders, and purchase orders issued by the District in the last five years shall be included in this total even if the Respondent has not yet received payment. The District shall calculate scores as follows: The amount (in dollars) awarded to the Respondent with the highest volume of work in the last five years shall represent the Allocation Basis Total (ABT). The ABT less a Respondent's total volume of work awarded shall be divided by the ABT and then multiplied by 10; the result rounded to the tenths shall represent the Respondent's score for this criterion.</p>	10%
	SUBTOTAL: Written Submittal	100%

18. EVALUATION AND AWARD PROCEDURES

- (a) Qualifications Submittals will be evaluated by an Evaluation Committee (Committee) based upon the criteria and weighting set forth in paragraph entitled "EVALUATION CRITERIA." The Committee will meet at District headquarters or other location as appropriate to discuss the Qualifications Submittals and their evaluations. Each voting Committee member will complete an evaluation form for each Respondent, from which the overall ranking of Qualifications submittals will be compiled. Evaluation forms may be submitted at or subsequent to the Committee meeting.
- (b) Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1), Fla. Stat. and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- (c) Pursuant to §286.0113, Fla. Stat., if the District rejects all Qualifications Submittals and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1), Fla. Stat., and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Qualifications Submittals.
- (d) Following the evaluation process, the District will submit the final ranking to the Governing Board for approval and that competitive negotiations be instituted, except for those instances in which the authority to negotiate, approve, and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the Evaluation Committee's final ranking.
- (e) Contract negotiations will then commence with the highest-ranked Respondents. If negotiations fail with the highest-ranked Respondent(s), negotiations will proceed with the other Respondents in ranked order.
- (f) If two or more submissions are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent whose Proposal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082, Fla. Stat.; or (3) by lot.
- (g) The Agreement will be awarded to the highest-ranked Respondent(s), which successfully concludes negotiations with the District (the "Successful Respondent[s]"). The Agreement(s) may be modified based on the District's acceptance of any alternatives listed in this RFQ that the District deems in its best interest.
- (h) The District reserves the right to award the Agreement to the next highest-ranked Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- (i) All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in the paragraph entitled "NOTICES AND SERVICES THEREOF."

19. WITHDRAWAL OF SUBMITTAL

Respondent may withdraw its Submittal, if it submits such a written request to the District prior to the designated date and hour of opening of Submittal. Respondent may be permitted to withdraw its Technical Proposal no later than 72 hours after the Submittal opening for good cause, as determined by the District in its sole judgment and discretion.

20. EXECUTION OF AGREEMENT

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

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

- (a) A completed Internal Revenue Service Form W-9;
- (b) Satisfactory evidence of all required insurance coverage;

- (c) Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent; and
- (d) All other information and documentation required by the Agreement.

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

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

21. NOTICES AND SERVICES THEREOF

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

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

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

22. PROTEST PROCEDURES

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

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

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

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

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is

available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

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

FORMS**QUALIFICATIONS SUBMITTAL ACKNOWLEDGEMENT FORM**

Include this form in the Qualifications Submittal (TAB 1)

RESPONDENT:

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

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

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

Respondent agrees that if its Qualifications Submittal is accepted and subsequent competitive negotiations are successful, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

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

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

Respondent (Firm Name)

Date

Address

Email Address

Signature

Telephone Number

Typed Name and Title

PROPOSED SUBCONSULTANTS

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

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

1. Name and address of subconsultant: _____

Description of work: _____

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

Description of work: _____

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

Description of work: _____

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

Description of work: _____

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

Description of work: _____

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

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO ENTITY'S AUTHORITY TO DO BUSINESS IN FLORIDA

Include this form in the Qualifications Submittal (TAB 1)

The below entity is organized under the laws of the state of _____; is authorized by law to respond to this RFQ and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Entity name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal, if utilized by Respondent)

Attest: _____

(Secretary)

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

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

Attach a copy of Respondent's active registration with the State of Florida Division of Corporations proving Respondent's authority to do business in the state of Florida, or a copy of the application for same that has been accepted by the state of Florida

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

Include this form in the Qualifications Submittal (TAB 1)

STATE OF _____

COUNTY OF _____

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

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

_____ the Respondent that has submitted the attached Submittal.

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

Signature: _____

Title: _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the Qualifications Submittal (TAB 1)

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

Name of Respondent: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience with similar projects (wetland and recharge site investigations) as 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 Response or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved. Attach additional pages if necessary.

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 RFQ. This inquiry is intended to encompass the engineering project manager who will be engaged on a daily basis in directing the Work. Attach additional pages if necessary.

Has Respondent defaulted on a previous contract with a public entity? If yes to either question, please describe the nature and result of those proceedings and the entity and bonding company involved. Attach additional pages if necessary.

QUALIFICATIONS — SIMILAR PROJECTS FORM

Include this form in the Qualifications Submittal (TAB 1)

Respondent (or a combination of the firm, individual, or project manager assigned to the work) or Respondent's subconsultant must have successfully completed at least **three** similar projects within the past 10 years immediately preceding the deadline date for receipt of Submittals for this solicitation. *(Respondent must use form Qualifications – Similar Projects provided under the section "FORMS").*

Completed Similar Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Project Name: _____

Description: _____

Percentage of work Respondent performed with its own workforce (must be approximate): _____

Project value: _____ Start date: _____ Completion date: _____
 (min. _____) (month/year) (month/year: prior to _____)

Name(s) of key personnel:

Project Manager: _____

Engineer of Record: _____

Others: _____

Completed Similar Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Project Name: _____

Description: _____

Percentage of work Respondent performed with its own workforce (must be approximate): _____

Project value: _____ Start date: _____ Completion date: _____
(min. _____) (month/year) (month/year: prior to _____)

Name(s) of key personnel:

Project Manager: _____

Engineer of Record: _____

Others: _____

Completed Similar Project 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Project Name: _____

Description: _____

Percentage of work Respondent performed with its own workforce (must be approximate): _____

Project value: _____ Start date: _____ Completion date: _____
(min. _____) (month/year) (month/year: prior to _____)

Name(s) of key personnel:

Project Manager: _____

Engineer of Record: _____

Others: _____

QUALIFICATIONS — CLIENT REFERENCES

Include this form in the Qualifications Submittal

Respondent AND any proposed subconsultant must provide three client references from similar projects completed. Client references for District projects are limited to one from the District. *(Respondent must use form Qualifications – Client Reference provided under the section “FORMS”).*

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description:

Construction value: _____

Project manager: _____

Project start date: _____ Completion date: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description:

Construction value: _____

Project manager: _____

Project start date: _____ Completion date: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description:

Construction value: _____

Project manager: _____

Project start date: _____ Completion date: _____

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie (TAB 1)

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

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

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

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS 41325

Your reasons for not responding to this Request for Qualifications 41325 are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of submittals. Thank you for your cooperation.

Please check (as applicable):

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

Remarks: _____

 Respondent (Firm Name) Date

 Address Email Address

 Signature Telephone Number

 Typed Name and Title

**DRAFT AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND 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

report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

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

4. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Consultant an amount not to exceed \$ _____ (the "Total Compensation"). Payment for specific task deliverables are set forth in Attachment A, Statement of Work. Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation. Funding is further subject to District receipt of Grant monies from FDEP.
- (b) Annual budgetary limitation. For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Consultant anticipates that expenditures will exceed the budgeted amount during any fiscal year, Consultant shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

5. PAYMENT OF INVOICES

- (a) Consultant shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Consultant shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement for work completed, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Consultant shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Consultant shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 20 business days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date**

shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Consultant must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.

- (d) All invoices shall include the following information: (1) District contract number; (2) Consultant's name and address (include remit address, if necessary); (3) Consultant's invoice number and date of invoice; (4) District Project Manager; (5) Consultant's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work); and (7) Progress Report (if required). Consultant should not include its FEIN or social security number (as applicable) on the invoice. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 20 business days of receipt of the invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
 - (e) **Travel expenses.** This Agreement does not include separate payment for travel expenses.
 - (f) **Payments.** Absent exceptional circumstances, Consultant is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment. The District shall pay Consultant 100% of each approved invoice.
 - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to subconsultants or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Consultant; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- 6. PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Consultant a written statement accepting all deliverables. Consultant's acceptance of final payment shall constitute a release in full of all Consultant claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
- 7. INSURANCE.** Consultant shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Consultant waives its right of recovery against the District to the extent permitted by its insurance policies. Consultant's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Consultant's obligation to provide insurance.
- 8. FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Consultant, and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

9. PROJECT MANAGEMENT PERSONNEL

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

DISTRICT

Timothy Perkins, Project Manager
St. Johns River Water Management District
P.O. Box 1429, Palatka, FL 32178
Phone: (386) 643-1173
Email: tperkins@sjrwmd.com

CONSULTANT

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

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

10. INDEMNIFICATION.

- (a) Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct arising from or caused by Consultant, its employees or subconsultants, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties that the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant-employees performing under this Agreement.
- (b) Notwithstanding anything to the contrary, if Consultant is a design professional and if some portion of this Agreement is a professional services contract as those terms are defined under §725.08, Fla. Stat., then as to those tasks and to the extent permitted by said statute, Consultant shall indemnify and hold harmless the District and its officers and employees, from liability, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in performance of the Agreement.
- (c) **IF THIS AGREEMENT IS A PROFESSIONAL SERVICES CONTRACT WHICH MEETS THE REQUIREMENTS OF AND IS SUBJECT TO CHAPTER 558, FLA. STAT., THEN PURSUANT TO §558.0035, FLA. STAT., AN INDIVIDUAL**

EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES FOR NEGLIGENCE.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

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

12. FORCE MAJEURE; DELAYS

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

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

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization

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

(b) Change Orders

- (1) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Consultant, except for the reasonable cost of any additional Work. All such Work within Consultant's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (a) estimate and acceptance of a lump sum, (b) unit prices named in the contract or subsequently agreed upon, (c) costs and percentage or by (d) cost and a fixed fee. If the parties cannot agree upon cost, Consultant shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Consultant, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Consultant shall be pursuant to the dispute resolution procedure.
- (2) For any Change Order requests submitted by Consultant, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Consultant, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Consultant disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Consultant an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Consultant shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Consultant's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Consultant decline to perform the emergency change in the Work.

14. TERMINATION AND SUSPENSION

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

Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Consultant with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Consultant an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Consultant shall not receive any further payment until the Work is completed by the District. Consultant shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Consultant.

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

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

ADDITIONAL PROVISIONS (In Alphabetical Order)

15. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR QUALIFICATIONS – An advertised solicitation for sealed competitive Qualifications Submittal with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the dates for submittal of Qualifications, and all contractual terms and conditions.

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

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

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

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

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

16. ASSIGNMENT AND SUBCONTRACTS

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

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

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

19. COMMON CARRIER. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Consultant shall complete Attachment D, the Common Carrier or Contracted Carrier Attestation.

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

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

22. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONSULTANTS

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

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

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

24. DISPUTE RESOLUTION

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

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

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

26. EMPLOYMENT ELIGIBILITY

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

27. FLORIDA SINGLE AUDIT ACT

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

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

- (b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (FDEP). Funding is provided under the state of Florida, Alternative Water Supply Program, in the amount of \$ _____. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.100.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, state of Florida's website at <http://myflorida.com>, District of Financial Services' website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff,

limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.

- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

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

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

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

30. INDEPENDENT CONTRACTOR. Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees or agents of the District. Consultant controls and directs the means and methods by which the Work is accomplished. Consultant is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Consultant's duties include, but not be limited to: (a) providing Workers' Compensation coverage for employees as required by law; (b) hiring employees or subconsultants necessary to perform the Work; (c) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (d) payment of all federal, state and local taxes, income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (e) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (f) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (g) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Consultant's duties hereunder or alter Consultant's status as an independent contractor. This

paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

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

- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Consultant for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract award and before any material or equipment is purchased, Consultant shall submit to the District's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Consultant shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Consultant shall provide proper facilities for such access and inspection. Consultant(s) shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (d) **Re-examination of Work.** The District may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Consultant. If such Work is found to be in accordance with specifications, the District will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Consultant will pay such cost.
- (e) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Consultant to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Consultant shall conform to such order. If Consultant maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Consultant to incur excessive costs or delays, Consultant may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Consultant of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

32. NUISANCE. Consultant shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

33. LAND AND WATER RESOURCES. Consultant 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.

Consultant 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 §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Consultant shall notify the District thereof within one 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 Consultant.

34. PUBLIC RECORDS

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

the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

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

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

36. REMEDIES FOR NON-PERFORMANCE

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

technical assistance when the District determines that such assistance is necessary to complete the Work.

- 37. ROYALTIES AND PATENTS.** Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Consultant obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
- 38. SAFETY.** Consultant has the sole duty to ensure the safety of its employees, subconsultants, subcontractors, and the general public while performing the Work. Consultant shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Consultant nor its subconsultants and servants shall allow any hunting, or any weapons, animals, alcohol, or illegal drugs, on District property, except as authorized by law. Consultant shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances.
- 39. CERTIFICATION.** Consultant certifies that it, its principals, and affiliates, are not now and during the term of this Agreement will not be (a) on the Scrutinized Companies (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification or if the certification proves to be untrue during the term of the Agreement.
- 40. TRUTH IN NEGOTIATIONS.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of \$195,000 (see §287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other actual unit costs.
- 41. USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Consultant shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
- 42. WARRANTY**
- (a) Consultant warrants that the Work, workmanship, and material furnished by Consultant shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

- (b) In the event of breach of this warranty, Consultant shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Consultant's responsibility. Upon written notification of a breach, Consultant shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Consultant shall be afforded necessary and reasonable access to perform warranty work. If Consultant fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Consultant shall reimburse the District for all expenses reasonably incurred in performing such corrective action.
- (c) Refer to the Statement of Work for additional information and requirements relating to warranty. In the event of a discrepancy regarding warranty between this Agreement and the Statement of Work, the language in this Agreement shall govern.

43. WORK SCHEDULE. For services upon District property, no Work shall be accomplished on Holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Consultant's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

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IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Consultant has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONSULTANT

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

By: _____

Typed Name and Title

Date: _____

Date: _____

Attachments:

- Attachment A — Statement of Work
- Attachment B — Insurance Requirements
- Attachment C — District's Supplemental Instructions (sample)
- Attachment D — Common Carrier or Contracted Carrier Attestation
- Attachment E — Contract Payment Requirement for State-Funded Cost Reimbursement Contracts
- Attachment F — Human Trafficking Attestation

ATTACHMENT A —STATEMENT OF WORK

NORTH FLORIDA RECHARGE PROJECT TREATMENT WETLAND
AND RECHARGE FACILITY SITE INVESTIGATION, SELECTION AND
CONCEPTUAL DESIGN

I. Introduction

The Lower Santa Fe and Ichetucknee Rivers and priority springs (LSFIR), located in North Florida, are in recovery based on Minimum Flows and Level (MFL) rules adopted in 2015. The MFLs were re-evaluated in 2021, and the December 2022 status assessment found that the draft MFLs for the Ichetucknee River at the HWY 27 near Hildreth and the Santa Fe River at HWY US 441 near High Springs are in recovery, whereas the Lower Santa Fe River near Fort White is now meeting its MFL. This requires an updated recovery strategy to restore the systems. As such, the St. Johns River Water Management District (SJRWMD), in collaboration with the Suwannee River Water Management District (SRWMD), Florida Department of Environmental Protection (DEP) and stakeholders, are developing projects to achieve the MFLs.

As part of this effort, in 2024, a jointly funded cooperative study with participation by SJRWMD, SRWMD, FDEP, JEA, Clay County Utility Authority (CCUA), Gainesville Regional Utilities (GRU), and St Johns County Utilities Department (SJCUD), hereinafter referred to collectively as the Study Participants, was conducted by CDM Smith to evaluate potential projects for inclusion in the recovery strategy. The North Florida Regional Water Supply Plan Project Conceptualization (NFRWSPPC) study identified a conceptual regional project of sufficient scale to mitigate the impacts to the LSFIR MFL. The proposed project would also provide additional regional benefits for flow at other springs and surface waters, replenishment of the Floridan aquifer, and renewal of water supply resources.

The regional project would include:

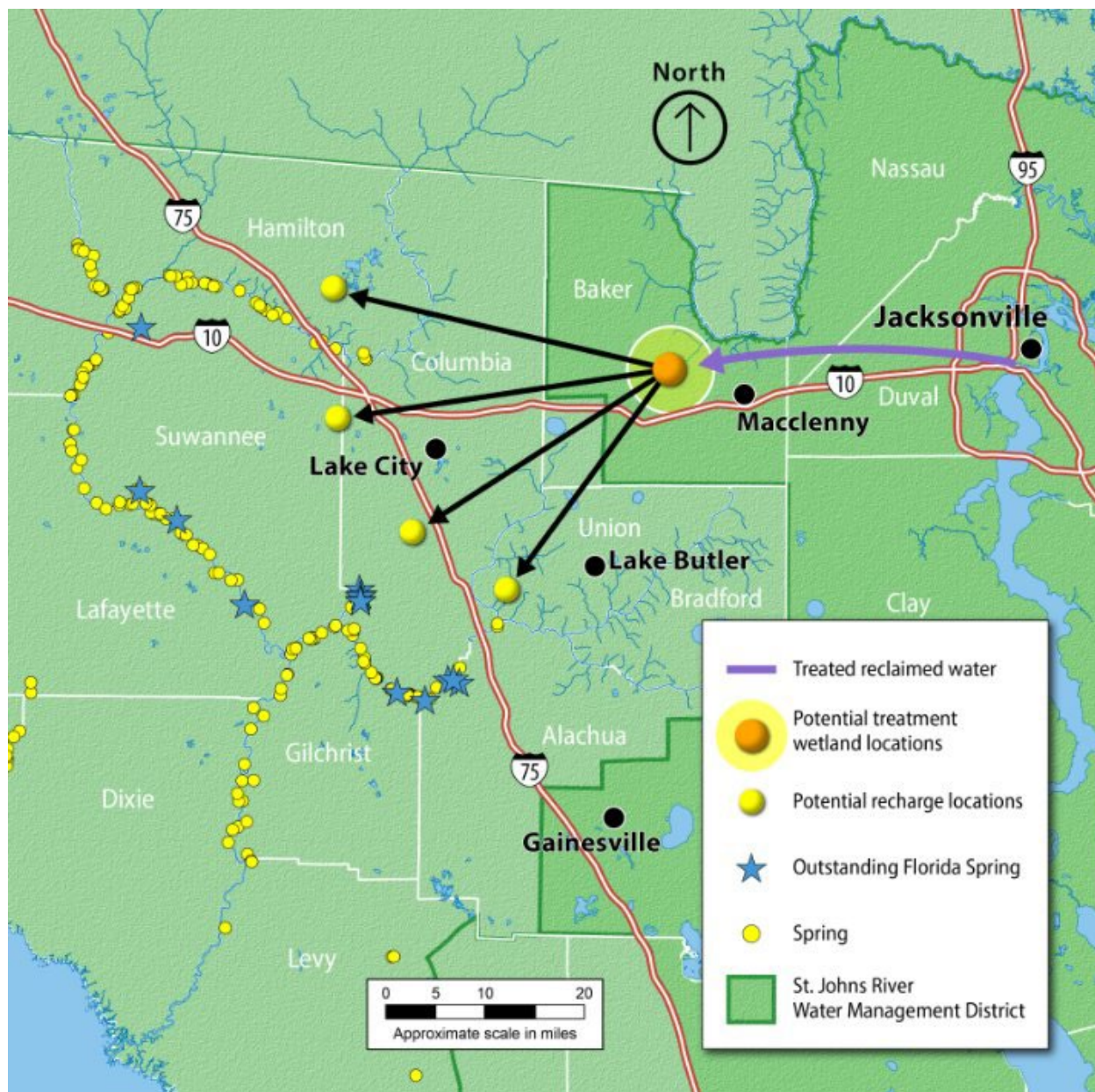
- Storage, pumping, and transmission system to convey 40 million gallons of reclaimed water per day from the JEA Buckman Water Reclamation Facility (WRF), located at 2221 Buckman Street, Jacksonville, Florida, and the JEA Southwest Water Reclamation Facility WRF located at 5420 118th Street, Jacksonville, Florida, to a wetland treatment system
- Treatment wetland system to reduce nutrients and other pollutants to meet treatment requirements for recharge
- Storage, pumping, and transmission system to convey treated reclaimed water to the recharge site(s)
- Recharge site(s) where treated water is applied via recharge wetlands, rapid infiltration basins, recharge wells, or other means to boost aquifer levels to meet LSFIR MFLs and assist in meeting other future MFLs in the region.

The next steps in the process include:

- Treatment wetland and recharge facility site investigation, selection, and conceptual design.
- Development of governance and participation framework and agreements.
- Establishment of project funding.
- Land Acquisition.
- Design and permitting.
- Construction and Commissioning

This solicitation is for the treatment wetland and recharge facility site investigation, selection, and conceptual design.

Location Map



II. OBJECTIVES

The objective of this solicitation is to identify and evaluate treatment wetland and recharge sites for construction of treatment wetland(s) for additional treatment of the Buckman and Southwest WRFs reclaimed water which will be used for aquifer enhancement efforts at recharge sites identified in the investigations.

Sites suitable for flow-through treatment wetlands and recharge wetlands are to be evaluated along with sites suitable for utilization of rapid infiltration basins (RIBs) and recharge wells for aquifer recharge.

The recommendations of the wetland and recharge sites, site investigation, and site evaluations will be documented in a final report. The report's findings will be used as the basis for property acquisition and the development of a preliminary design report (PDR) for design, permitting and construction of treatment wetland(s) and recharge facilities. Hydrogeological testing and field work will be conducted at the recommended sites as part of the land acquisition process under a separate contract.

Selection of treatment wetland and recharge sites is critical to the overall design of the North Florida Recharge Project. Design of treatment, storage, pumping, transmission and recharge facilities are dependent on establishing the treatment wetland(s) site and estimated performance criteria during this initial conceptual design process.

Initiating the site selection effort as early as possible is essential to timely implementation of the project. The specific site conditions at the treatment wetland and recharge sites are a key component of developing the wetland and recharge facility design basis.

III. SCOPE OF WORK

The SJRWMD will administer the treatment wetland and recharge site investigation and site selection evaluations. The work will be coordinated with the Study Participants. Consultant shall schedule review workshops with the Study Participants at key project milestones.

Consultant shall pay particular attention to Basin Management Action Plan water quality requirements when evaluating treatment wetland performance criteria and treatment technologies for use in treating wetland discharge flows to meet the water quality requirements for recharge facilities.

Consultant will be responsible for conducting treatment wetland and recharge site investigations and site evaluations, in conformance with the tasks delineated below, preparing workshop presentation materials and conducting the kickoff workshop and review workshops. Consultant shall prepare the technical memoranda delineated below and a final report summarizing the methodologies, results, and recommendations of the investigation and evaluations.

The Tabletop Technical Memorandum and the Final Report shall at a minimum include the following:

Treatment Wetlands

- Identification of potential treatment wetland sites.
- Conceptual design for wetland treatment system(s).
- Preliminary design criteria for treatment wetland(s).
- Projected treatment wetland discharge water quality.
- Recommendation for candidate technologies for treatment of wetland discharge water to meet recharge water quality requirements for recharge wells and RIBs or recharge wetland(s).
- Evaluation of the need for treatment technology pilot studies.
- Specific permitting requirements for design and construction of wetland(s).
- Estimated parcel acquisition costs.
- Preliminary capital cost estimates.
- Preliminary estimates of annual operation and maintenance costs.
- Preliminary estimate of 20-year rehabilitation and replacement costs.
- Preliminary timeline for treatment wetland project design, permitting, and construction.
- Recommendations for future hydrogeological site testing.

Recharge Wells

- Identification of potential recharge well sites.
- Conceptual design of recharge well facilities.
- Preliminary design criteria for recharge wells.
- Monitoring well requirements.
- Recommended recharge well facility site acreage.
- Specific permitting requirements.
- Preliminary capital cost estimates.

- Preliminary estimate of recharge well annual operation and maintenance costs.
- Preliminary estimate of 20-year rehabilitation and replacement costs.
- Preliminary timeline for recharge well facility project design, permitting, and construction.
- Recommendations for future hydrogeological site testing.

RIBs and/or Recharge Wetlands

- identification of potential RIB and/or recharge wetland sites.
- Conceptual design of RIB and recharge wetland systems.
- Preliminary design criteria for RIBs and recharge wetlands.
- Monitoring well requirements.
- Specific RIB and recharge wetland permitting requirements.
- Preliminary capital cost estimate.
- Preliminary estimate of annual operations and maintenance costs.
- Preliminary timeline for RIB and recharge wetland design, permitting and construction.
- Recommendations for future hydrogeological site testing.

IV. PROJECT TASKS & DELIVERABLES

Consultant will be responsible for the following tasks and deliverables.

Task 1 – Kickoff Workshop

A kickoff workshop with the Study Participants shall be held to review project goals and objectives. Consultant shall provide a workshop agenda and minutes for the workshop.

Task 2 – Review Workshops

In addition to the kickoff workshop, Consultant shall conduct up to eight review workshops:

- Baseline data review workshop.
- Preliminary candidate site review workshop.
- High potential site review workshop.
- Tabletop evaluation review workshop.
- Final Report, outreach presentation, and site recommendations review workshop.
- Provide technical support at up to three public outreach stakeholder workshops coordinated by SJRWMD to provide information on project findings

Consultant shall provide workshop agendas, PowerPoint presentation materials, and minutes for each workshop.

Draft Technical Memoranda developed for each task shall be provided to the Study Participants for review one week prior to workshops. Drafts of the Final Report and Outreach Presentation shall be provided to the Study Participants for review three weeks prior to the Final Report workshop.

Within two weeks following the workshops, Consultant shall prepare and submit to the Study Participants copies of all documents amended based on the workshop's outcome.

Task 3 – Compilation of Baseline Data

Consultant shall perform the data collection and analysis activities required to provide baseline data and criteria for development of the treatment wetland and recharge site evaluations.

Consultant shall coordinate with SJRWMD regarding contacting local government agencies and utilities to request information needed for use in the project.

Consultant shall prepare a Technical Memorandum summarizing the baseline data and delineating assessment criteria to be utilized in the site investigation. The report shall include GIS shapefiles/coverages and basemaps.

Consultant shall conduct a review workshop with the Study Participants to review concurrence on the data, assumptions, and screening criteria to be utilized in site investigations.

Task 4 – Preliminary Candidate Site Identification and Screening

Task 4A - Treatment Wetland(s)

Consultant shall conduct a preliminary survey to identify potential treatment wetland sites, screen the potential sites, and provide a list of preliminary candidate sites for development of treatment wetland(s).

Consultant shall:

- Give priority to consideration of public lands.
- Consider the proximity of surface water bodies which could provide wet weather discharge.
- Consider the benefits of the use of multiple wetland sites versus one site for the project.
- Consider the benefits of co-location of treatment wetland sites with recharge sites.
- Evaluate the potential for wetland site development as a wetland park.
- Give priority to site locations within the SJRWMD near the western SJRWMD boundary.
- Consider site accessibility from Public Right-of-Way (ROW).

The preliminary site identification and evaluation will utilize existing hydrogeological data. Due to property ownership and access limitations, no on-site hydrogeologic testing is planned for the initial assessments.

Consultant shall prepare a Preliminary Candidate Treatment Wetland Technical Memorandum, including calculations and GIS shapefiles and coverages, summarizing the methodologies and providing a list of preliminary candidate sites resulting from the treatment wetland site investigations. The memorandum shall include a site location map of the treatment wetland sites recommended for further evaluation.

Task 4B - Recharge Facilities

Consultant shall conduct a preliminary survey to identify potential recharge facility sites, including recharge well and land application facility sites (including RIBs and/or recharge wetlands), screen the potential sites, and provide a list of recharge well, RIB, and recharge wetland preliminary candidate sites

As directed by SJRWMD, the Consultant shall use NFSEG v1.1 model, influence coefficients and/or apportionment data to optimize recharge facility site selection. The recommended sites shall provide sufficient benefit to the Upper Floridan aquifer (UFA) to aid in the recovery of the LSFIR MFLs and enhance regional water supply.

Recharge Wells

Consultant shall:

- Prioritize consideration of public lands.
- Consider the proximity to water supply wells (including domestic self-supply and public supply wells) and well head protection areas.
- Consider site accessibility from Public ROW.

RIBs and Recharge Wetlands

Consultant shall:

- Prioritize consideration of public lands.
- Consider the proximity of surface water bodies which could provide wet weather discharge.
- Evaluate the potential for development of recharge wetland site as a wetland park.
- Consider the proximity to water supply wells (including domestic self-supply and public supply wells) and well head protection areas.
- Site accessibility from Public ROW.
- Consider nutrient impacts and conformance to BMAPs.
- Quantify projected benefits to LSFIR MFLs and other regional benefits.
- Consider any other potential risks associated with sites.

Consultant shall prepare a Preliminary Candidate Recharge Facilities Technical Memorandum, including calculations and GIS shapefiles/coverages, summarizing the methodologies and list of preliminary candidate sites of the recharge facility site investigations. The memorandum shall include a site location map of the recharge facility sites recommended for further evaluation.

Consultant shall conduct a review workshop with Study Participants for concurrence on preliminary candidate treatment wetland and recharge facility site selection and screening results. During the workshop the Study Participants will select up to five treatment wetland sites and up to ten recharge facility sites including recharge well sites, RIB sites and recharge wetland sites for tabletop evaluation.

Task 5 – Tabletop Site Evaluation of Candidate Sites

Task 5A: Treatment Wetland(s)

Consultant shall conduct tabletop evaluations of the candidate wetland sites in conjunction with the Study Participants.

Consultant shall at a minimum provide the information delineated for treatment wetlands in the Scope of Work.

Consultant shall prepare a Tabletop Evaluation of Treatment Wetland Technical Memorandum summarizing methods, results and recommendations, including calculations and GIS shapefiles/coverages, the methodologies and results of the candidate recharge site evaluations. The memorandum shall include site location maps for each of the candidate recharge sites recommended for further consideration.

Site location maps shall include the following information:

- Parcels recommended for acquisition to construct wetland, delineate parcel boundaries and land area.
- Land use of parcels and adjacent parcels.
- Natural wetlands and surface water bodies in vicinity of proposed wetland(s)
- Well locations for wells within 1 mile of wetland sites.

Task 5B Recharge Facilities

Consultant shall conduct tabletop evaluations of the candidate recharge facility sites selected in conjunction with the Study Participants.

Consultant shall at a minimum provide the information described for Recharge Facilities in the Scope of Work.

Consultant shall prepare a Tabletop Evaluation of Recharge Facilities Technical Memorandum, including calculations and GIS shapefiles/coverages, summarizing the methodologies and results of the candidate recharge facility site evaluations. The memorandum shall include site location maps for each of the recharge sites recommended for further consideration.

Site location maps shall include the following information:

- Parcels recommended for acquisition to construct recharge site, delineate parcel boundaries and land area.
- Land use of parcels and adjacent parcels.
- Natural wetlands and surface water bodies in vicinity of proposed wetland(s).
- Well locations for wells within 1 mile of wetland sites.

Task 5C Additional Facility Analysis

Transmission and Pumping

Based on the locations of the recommended treatment wetland and recharge sites provided in the Tabletop Technical Memoranda, SJRWMD shall provide Consultant with a pumping and transmission cost estimating matrix for inclusion in the Final Report.

Consultant shall conduct a review workshop for the Study Participants' concurrence on tabletop evaluation results and recommendations.

Task 6 – Technical Memoranda, Final Report and Power Point Presentations

Based on the findings and recommendations of the investigations and evaluations documented in the technical memoranda developed in Tasks 3, 4A, 4B, 5A 5B, and 5C Consultant shall prepare a Final Report summarizing the methodologies, findings and recommendations of the investigations and site evaluations. The report shall provide an analysis of the sites with high potential for use in developing treatment wetlands and recharge facilities with sufficient detail for project planning, conceptual design, and budgetary purposes.

The report shall provide recommendations for hydrogeological testing and modeling to be executed under a separate contract as part of the land acquisition phase of the project.

The report shall provide recommendations for the preparation of a preliminary design report for design and construction of the treatment wetland(s) and recharge facilities. Tables, figures, maps (all GIS data used shall be provided in ESRI format), and photographs shall be included as necessary to enhance comprehension of the report.

Consultant shall also prepare a stakeholder outreach PowerPoint presentation, suitable for use by the Study Participants for Board presentations and for outreach to other stakeholders. The presentation shall document the process and methodologies utilized to identify and evaluate potential treatment wetland sites and recharge facility sites.

Consultant shall conduct a review workshop to discuss the conclusions and recommendations of the Report and Outreach Presentation.

All deliverables, supporting information, work products, calculations and other materials will be provided to and be considered property of the district.

Deliverables: GIS Files, Excel or other files to support calculations, Technical Memoranda, Final Report and Review Workshop and Outreach Power Point Presentation

V. COMPENSATION AND BUDGET

A. Task Compensation

[To be negotiated with successful respondent]

	Task	Completion Date	Compensation
1	Kickoff Workshop		
2	Review Workshops		
3	Compilation of Baseline Data		

4.	Preliminary Candidate Site Identification and Screening		
4.A.	Treatment Wetland(s)		
4.B.	Recharge Facilities		
5	Tabletop Site Evaluation of Candidate Sites		
5.A.	Treatment Wetland(s)		
5.B.	Recharge Facilities		
6	Technical Memoranda, final Report and Power Point Presentations		

B. Annual Spending Plan

For budgetary purposes, funding has been allocated among the fiscal years indicated below. The parties may agree in writing to re-allocate funding from the amounts described below.

Fiscal Year: October 1, 2025 – September 30, 2026 Amount: \$ _____

Fiscal Year: October 1, 2026 – September 30, 2027 Amount: \$ _____

Fiscal Year: October 1, 2027 – June 30, 2028 Amount: \$ _____

ATTACHMENT B — INSURANCE REQUIREMENTS

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

(1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Consultant is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Consultant claims an exemption from workers' compensation coverage, Consultant must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Consultant must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Consultant is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) perils generally known as **XCU** (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril, (3) products and completed operations, (4) independent consultants, and (5) property in the care, control, or custody of Consultant. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Coverage: \$100,000 per person/\$300,000 in bodily injury per accident/\$100,000 in property damage per accident
- (d) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (e) **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.

ATTACHMENT C — DISTRICT SUPPLEMENTAL INSTRUCTIONS (SAMPLE)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

, _____

FROM: Timothy Perkins, Project Manager

CONTRACT NUMBER:

CONTRACT TITLE: NORTH FLORIDA RECHARGE PROJECT TREATMENT WETLAND
AND RECHARGE FACILITY SITE INVESTIGATION, SELECTION AND
CONCEPTUAL DESIGN
PROJECT

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

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

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

Approved: _____ Date: _____
Insert PM, Consultant/Contractor
(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____
Insert PM, Consultant/Contractor
(Consultant agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Timothy Perkins, District Project Manager

Acknowledged: _____ Date: _____
Kendall Siemiatkoski, District Contracts Manager

c: Contract file
Financial Services

ATTACHMENT D - COMMON CARRIER OR CONTRACTED CARRIER
ATTESTATION

This form must be completed by Consultant. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Consultant acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Consultant is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

_____ [Name of Consultant] (check one statement below):

_____ Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

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

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

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

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

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

ATTACHMENT F — HUMAN TRAFFICKING ATTESTATION

Consultant Name: _____ (“Consultant”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the state of Florida, (“District”) in compliance with 787.06(13), Florida Statutes.

I acknowledge that 787.06(13), Florida Statutes, requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (Consultant) and a governmental entity (the District) in the state of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the Consultant does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of Consultant, I hereby certify, assure, and affirm that Consultant does not use coercion for labor or services as prohibited under 787.06, Florida Statutes.

If, at any time in the future, Consultant does use coercion for labor or services, Consultant will immediately notify the District, and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the District.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

CONSULTANT NAME

BY:

Printed Name: _____

Title: _____

Signature: _____

Date: _____